



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Agenda Assembly

*Brent Johnson, President*  
*Tyson Cox, Vice President*  
*Kelly Cooper*  
*Cindy Ecklund*  
*Bill Elam*  
*Brent Hibbert*  
*Peter Ribbens*  
*Ryan Tunseth*  
*Mike Tupper*

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Tuesday, April 2, 2024

6:00 PM

Betty J. Glick Assembly Chambers  
Meeting ID: 895 1103 3332 Passcode: 193069  
[https://yourkpb.zoom.us/j/89511033332?](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)  
[pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

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Meeting ID: 895 1103 3332 Passcode: 193069

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

*Any invocation that may be offered at the beginning of the assembly meeting shall be a voluntary offering of a private person, to and for the benefit of the assembly. No member of the community is required to attend or participate in the invocation.*

### ROLL CALL

### COMMITTEE REPORTS

### APPROVAL OF AGENDA AND CONSENT AGENDA

*(All items listed with an asterisk (\*) are considered to be routine and non-controversial by the Assembly and will be approved by one motion. Public testimony will be taken. There will be no separate discussion of these items unless an Assembly Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.)*

**ACTION ITEMS CURRENTLY ON CONSENT AGENDA:**

KPB-5885: March 19, 2024 Regular Assembly Meeting Minutes

Resolution 2024-011: Approving Unincorporated Communities for Participation in the State's Fiscal Year 2025 Community Assistance Program

Resolution 2024-012: Authorizing an Amendment to the Service and Operating Agreement with Nikiski Senior Citizens, Inc.

Resolution 2024-013: Authorizing a Policy for the Use of Trimble Inc. Survey Equipment, Software, and Services

Resolution 2024-014: Supporting a Project to Study Possible Benefits of Using Heat Pumps in Remote Schools and Recommending the Administration Pursue Potential Project Grant

Ordinance 2023-19-41: \$456,337.50 to the City of Seward for Commercial Passenger Vessel Tax Proceeds

Ordinance 2023-19-42: \$32,410.82 in Grant Funds from the Alaska DNR for the Volunteer Fire Capacity for Multiple Service Areas

Ordinance 2023-19-43: \$89,000 for Woody Fuel Disposal in the Communities of Cooper Landing and Hope and Approving Entering into a Memorandum of Agreement

Ordinance 2023-19-44: For the Purchase of Snow Machines and a Snowbulance to the Ambulance Project

KPB-5890: Authorizing the Issuance of a Letter of Non-Objection to the Alcohol and Marijuana Control Office and Approving the Restaurant Designation Permit Requested by China Bay LLC dba Odyssey Lodge, License Number 6193

KPB-5895: Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Marijuana Retail Store Application for Fat Tops LLC, License No. 36739

KPB-5891: Petition to Vacate Shalom Lane; KPB 2024-022V, Nikiski

**ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:**

Ordinance 2023-19-39: Fund the Annual Debt Service for Central Kenai Peninsula Hospital Service Area Revenue Bonds

Ordinance 2023-19-40: Central Peninsula Landfill Baler Building Boiler Replacement

**APPROVAL OF MINUTES**

\*1. [KPB-5885](#) March 19, 2024 Regular Assembly Meeting Minutes

Attachments: [March 19, 2024 Regular Assembly Meeting Minutes](#)

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

*(20 minutes total)*

1. [KPB-5886](#) Kenai Peninsula Borough School District Quarterly Report, Clayton Holland, Superintendent (10 minutes)

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

*(3 minutes per speaker; 20 minutes aggregate)*

## MAYOR'S REPORT

[KPB-5887](#) Mayor's Report Cover Memo

Attachments: [Mayor's Report Cover Memo](#)

1. Assembly Requests/Responses - None
2. Agreements and Contracts
  - a. [KPB-5888](#) Authorization to Award a Contract for ITB24-031 Homer Middle School Elevator Upgrades  
Attachments: [Auth to Award ITB24-031](#)
  - b. [KPB-5889](#) Authorization to Award Contract - RFP24-013 Forestry Consultant for Prescriptions at KPB Public Facility Sites  
Attachments: [Auth to Award RFP24-013](#)
3. Other - None

## ITEMS NOT COMPLETED FROM PRIOR AGENDA

### PUBLIC HEARINGS ON ORDINANCES

*(Testimony limited to 3 minutes per speaker)*

Ordinances referred to Finance Committee

1. [2023-19-39](#) An Ordinance Deobligating Bond Proceeds in the Central Kenai Peninsula Hospital Service Area Capital Project Fund and Transferring the Remaining Bond Proceeds to Fund the Annual Debt Service for Central Kenai Peninsula Hospital Service Area Revenue Bonds (Mayor)  
Attachments: [Ordinance 2023-19-39](#)  
[Amendment Memo](#)  
[Memo](#)  
[Reference Resolution 2013-072](#)  
[Reference Resolution 2014-008](#)
2. [2023-19-40](#) An Ordinance Deobligating and Appropriating Solid Waste Capital Project Funds Previously Appropriated for Purchase of a Toolcat at Central Peninsula Landfill to the Central Peninsula Landfill Baler Building Boiler Replacement (Mayor)

Attachments:      [Ordinance 2023-19-40](#)  
                             [Memo](#)

Ordinances referred to Policies and Procedures Committee

3.      [2024-05](#)      An Ordinance Amending Borough Code to Add a New Section of Code Relating to Public Notice Requirements and Amending Various Sections of Code to Provide for Alternative Methods of Public Notice (Mayor) (Hearing on 04/02/24)

Attachments:      [Ordinance 2024-05](#)  
                             [Memo](#)  
                             [Publication Comparison Table](#)

## UNFINISHED BUSINESS

## NEW BUSINESS

### 1. Resolutions

Resolutions referred to Finance Committee

- \*a.      [2024-011](#)      A Resolution Approving Twenty-Six Unincorporated Communities for Participation in the State's Fiscal Year 2025 Community Assistance Program (Mayor)

Attachments:      [Resolution 2024-011](#)  
                             [Memo](#)

- \*b.      [2024-014](#)      A Resolution Supporting a Demonstration Project to Study Possible Benefits of Using Heat Pumps in Remote Schools and Recommending that the Administration Pursue Potential Project Grant Funding and Include Project Funding in the FY25 Budget (Ecklund)

Attachments:      [Resolution 2024-014](#)  
                             [Memo](#)  
                             [RSAC Memo](#)

Resolutions referred to Policies and Procedures Committee

- \*c.      [2024-012](#)      A Resolution Authorizing the Mayor to Execute an Amendment to the Service and Operating Agreement with Nikiski Senior Citizens, Inc. (Mayor)

Attachments:     [Resolution 2024-012](#)  
                              [Memo](#)  
                              [First Amendment to OA](#)  
                              [Redlined Version of OA](#)

- \*d.     [2024-013](#)     A Resolution Authorizing a Standardization Policy for the Use of Trimble Inc. Survey Equipment, Software, and Services (Mayor)

Attachments:     [Resolution 2024-013](#)  
                              [Memo](#)

## 2. Ordinances for Introduction

Ordinances for Introduction and referred to Finance Committee

- \*a.     [2023-19-41](#)     An Ordinance Appropriating and Allocating Commercial Passenger Vessel Tax Proceeds Received from the State of Alaska in the Amount of \$456,337.50 to the City of Seward (Mayor) (Hearing on 04/16/24)

Attachments:     [Ordinance 2023-19-41](#)  
                              [Memo](#)  
                              [City of Seward Letter](#)  
                              [DOR Email](#)

- \*b.     [2023-19-42](#)     An Ordinance Accepting and Appropriating \$32,410.82 in Grant Funds from the Alaska Department of Natural Resources for the 2024 Volunteer Fire Capacity Program on Behalf of Bear Creek Fire Service Area, Central Emergency Service Area, Kachemak Emergency Service Area, Nikiski Fire Service Area, and Western Emergency Service Area (Mayor) (Hearing on 04/16/24)

Attachments:     [Ordinances 2023-19-42](#)  
                              [Memo](#)

- \*c.     [2023-19-43](#)     An Ordinance Accepting and Appropriating \$89,000 in Federal Pass Through Grant Funds from the State of Alaska for Woody Fuel Disposal in the Communities of Cooper Landing and Hope and Approving Entering into a Memorandum of Agreement for the Administration of Funds and Operations (Mayor) (Hearing on 04/16/24)

Attachments:     [Ordinance 2023-19-43](#)  
                              [Memo](#)  
                              [MOA](#)

- \*d.     [2023-19-44](#)     An Ordinance Deobligating and Appropriating Kachemak Emergency

Service Area Capital Project Funds Previously Appropriated for the Purchase of Snow Machines and a Snowbulance to the Ambulance Project (Mayor) (Hearing on 04/16/24)

Attachments: [Ordinance 2023-19-44](#)  
[Memo](#)

### 3. Other

Other items referred to Finance Committee

- \*a. [KPB-5890](#) Authorizing the Issuance of a Letter of Non-Objection to the Alcohol and Marijuana Control Office Regarding the New Liquor License and Approving the Restaurant Designation Permit as Requested by China Bay LLC dba Odyssey Lodge, License Number 6193, Halibut Cove

Attachments: [Memo to Assembly](#)  
[Complete Application](#)  
[Map](#)

- \*b. [KPB-5895](#) Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Marijuana Retail Store Application for Fat Tops LLC, License No. 36739, Anchor Point, Subject to the Standard Conditions as Defined in KPB 7.30.020 (C)

Attachments: [Memo to Assembly](#)  
[Planning Recommendation](#)  
[Maps](#)  
[Complete Application](#)

Other items referred to Lands Committee

- \*c. [KPB-5891](#) Petition to Vacate the Approximate 184' of the End of the Cul-De-Sac of Shalom Lane Between Lots 4, 5,6 and Tract A of Immanuel Subdivision and Associated Utility Easement; KPB 2024-022V, Nikiski

[Clerk's Note: At its regularly scheduled meeting of March 25, 2024 the Kenai Peninsula Borough Planning Commission approved the proposed vacation by unanimous consent.]

Attachments: [Shalom Lane ROWV](#)

## PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

## ASSEMBLY COMMENTS

**PENDING LEGISLATION**

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

1.     [2024-06](#)     An Ordinance Amending KPB Chapter 2.54 Relating to Access to Public Records and Response to Record Requests (Mayor, Johnson) (Hearing on 04/16/24)  
  
          Attachments:     [Ordinance 2024-06](#)  
                              [Memo](#)
  
2.     [2024-07](#)     An Ordinance Amending KPB Code Relating to Civil Trespass and Issuing a Trespass Order (Mayor, Johnson) (Hearing on 04/16/24)  
  
          Attachments:     [Ordinance 2024-07](#)  
                              [Memo](#)  
                              [Memo with Mayor's Signature](#)
  
3.     [2023-19-36](#)    An Ordinance Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)  
  
          Attachments:     [Ordinance 2023-19-36](#)  
                              [Memo Request to Table](#)  
                              [Memo](#)  
                              [Public Comment 022724](#)  
                              [Public Comment 031924](#)
  
4.     [2023-005](#)     A Resolution of Intent by the Kenai Peninsula Borough Assembly Establishing that Financing of Energy and Resilience Improvement Projects through Assessments Serves a Valid Public Purpose and Related Matters (Ecklund) [Tabled on 10/24/23]  
  
          Attachments:     [Resolution 2023-005](#)  
                              [Memo](#)  
                              [Ecklund Amendment](#)  
                              [C-PACER Program Handbook](#)  
                              [102423 Public Comments](#)  
                              [010323 Public Comments](#)  
                              [eComment](#)

**INFORMATIONAL MATERIALS AND REPORTS****ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

1. April 16, 2024 6:00 PM  
Regular Assembly Meeting  
Seward Community Library and Museum  
239 6th Avenue, Seward, AK 99664  
Remote participation available through Zoom  
Meeting ID: 895 1103 3332 Passcode: 193069

2. May 7, 2024 6:00 PM  
Regular Assembly Meeting  
Betty J. Glick Assembly Chambers  
Borough Administration Building  
Remote participation available through Zoom  
Meeting ID: 895 1103 3332 Passcode: 193069

## ADJOURNMENT

*The next meeting of the Kenai Peninsula Borough Assembly will be held on April 16, 2024, at 6:00 P.M. at the Seward Community Library and Museum, 239 6th Avenue, Seward, AK 99664*

*Remote participation available through Zoom  
Meeting ID: 895 1103 3332 Passcode: 193069*

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

*The meeting will be held through Zoom, the Meeting ID: 884 7373 9641 Passcode: 671108 and in-person from the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 884 7373 9641 Passcode: 671108. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at [www.kpb.us](http://www.kpb.us): "Meeting and Public Notices" "Assembly Meeting Calendar".*

*For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at [www.kpb.us](http://www.kpb.us) for copies of the agenda, meeting minutes, ordinances and resolutions.*



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Minutes - Draft

### Assembly

*Brent Johnson, President*

*Tyson Cox, Vice President*

*Kelly Cooper*

*Cindy Ecklund*

*Bill Elam*

*Brent Hibbert*

*Peter Ribbens*

*Ryan Tunseth*

*Mike Tupper*

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Tuesday, March 19, 2024

6:00 PM

Betty J. Glick Assembly Chambers

Meeting ID: 895 1103 3332 Passcode: 193069

[https://yourkpb.zoom.us/j/89511033332?](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

[pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

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Meeting ID: 895 1103 3332 Passcode: 193069

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

The invocation was given by Central Emergency Services Chaplain Tim Weekly.

### ROLL CALL

*[Clerk's Note: Assembly Members Ribbens and Tunseth attended via Zoom.]*

**Present:** 9 - Brent Hibbert, Cindy Ecklund, Mike Tupper, Brent Johnson, Tyson Cox, Ryan Tunseth, Kelly Cooper, Peter Ribbens, and Bill Elam

Also present were:

Brandi Harbaugh, Finance Director

Sean Kelley, Borough Attorney

Michele Turner, Borough Clerk

Madeleine Quanton, Borough Clerk Assistant

### COMMITTEE REPORTS

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

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

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

Assembly President Johnson stated the Committee of the Whole met in executive session and performed the Borough Clerk's annual review.

## **APPROVAL OF AGENDA AND CONSENT AGENDA**

**Cox moved to approve the agenda and consent agenda.**

Copies have been made available to the public, Acting Borough Clerk Michele Turner noted by title only the resolutions, ordinances and other new business items that were on the consent agenda.

[KPB-5843](#) February 27, 2024 Regular Assembly Meeting Minutes  
**approved.**

The following public hearing items met the required conditions of KPB 22.40.110 and were added to the consent agenda:

[2023-19-37](#) An Ordinance Appropriating \$42,562 to the Special Assessment Fund for the Jubilee Street Utility Special Assessment District (Mayor)  
**This Budget Ordinance was enacted.**

[2023-19-38](#) An Ordinance Accepting and Appropriating \$1,365,000 for the Deep Creek Fish Passage Project, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor)  
**This Budget Ordinance was enacted.**

### **New Business**

[2024-005](#) A Resolution Form the Jubilee Street Utility Special Assessment District and Proceed with the Improvement of a Natural Gas Main Line Extension (Mayor)  
**This Resolution was adopted.**

[2024-010](#) A Resolution Authorizing the Mayor to Enter into a Memorandum of Agreement with Chugach Electric Association to Provide for Efficient Danger Tree Removal Adjacent to Above-Ground Utility Infrastructure within KPB Lands and KPB Rights-of-Way (Mayor)  
**This Resolution was adopted.**

[2023-19-39](#) An Ordinance Deobligating Bond Proceeds in the Central Kenai Peninsula Hospital Service Area Capital Project Fund and Transferring the Remaining Bond Proceeds to Fund the Annual Debt Service for Central Kenai Peninsula Hospital Service Area Revenue Bonds (Mayor)

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

[2023-19-40](#) An Ordinance Deobligating and Appropriating Solid Waste Capital Project Funds Previously Appropriated for Purchase of a Toolcat at Central Peninsula Landfill to the Central Peninsula Landfill Baler Building Boiler Replacement (Mayor)

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

[2024-06](#) An Ordinance Amending KPB Chapter 2.54 Relating to Access to Public Records and Response to Record Requests (Mayor, Johnson) (Hearing on 04/16/24)

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

[2024-07](#) An Ordinance Amending KPB Code Relating to Civil Trespass and Issuing a Trespass Order (Mayor, Johnson) (Hearing on 04/16/24)

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

[KPB-5851](#) Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Retail Store Application for The Green Anchor, License No. 35466, Anchor Point (Mayor)  
**approved.**

[KPB-5852](#) Confirming the Appointment to Service Area Board (Mayor)

Bear Creek Fire Service Area  
Adam Sayler, Seat E, Term Expires October 2026  
**approved.**

Approval of the Agenda and Consent Agenda

President Johnson called for public comment with none being offered.

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

**Yes:** 9 - Hibbert, Ecklund, Tupper, Johnson, Cox, Tunseth, Cooper, Ribbens, and Elam

## COMMENDING RESOLUTIONS AND PROCLAMATIONS

**PRESENTATIONS WITH PRIOR NOTICE**

1.     [KPB-5844](#)     South Peninsula Hospital Quarterly Report, Ryan Smith, CEO (10 Minutes)  
  
          [Clerk's Note: Ryan Smith, CEO of South Peninsula Hospital gave a quarterly report to the assembly.]
  
2.     [KPB-5845](#)     Central Area Rural Transit System (CARTS) Update, Jodi Stuart, President (10 Minutes)  
  
          [Clerk's Note: Jodi Stuart, President and Jessica Shultz, Executive Director gave a presentation to the assembly.]

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

President Johnson called for public comment.

**Tammy Goggia-Cockrill** addressed the assembly regarding challenging interactions with a public member at the Soldotna Public Safety Communication Center.

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

**MAYOR'S REPORT**

[KPB-5846](#)     Mayor's Report Cover Memo

1.   Assembly Requests/Responses - None.
  
2.   Agreements and Contracts
  - a.   [KPB-5847](#)     Authorization to Award a Contract ITB24-025 Seward Bear Creek Flood Service Area Construction Surveys
  
3.   Other
  - a.   [KPB-5848](#)     Budget Revisions – February 2024
  - b.   [KPB-5849](#)     Certification of the 2023 Real Property Supplementary Assessment Roll
  - c.   [KPB-5850](#)     Revenue-Expenditure Report – February 2024

**ITEMS NOT COMPLETED FROM PRIOR AGENDA**

None.

## **PUBLIC HEARINGS ON ORDINANCES**

[2023-19-36](#) An Ordinance Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

**Hibbert moved to enact Ordinance 2023-19-36.**

President Johnson called for public comment with none being offered.

**Hibbert moved to table Ordinance 2023-19-36.**

**The motion to table Ordinance 2023-19-36 carried by the following vote:**

**Yes:** 9 - Hibbert, Ecklund, Tupper, Johnson, Cox, Tunseth, Cooper, Ribbens, and Elam

[2024-04](#) An Ordinance Authorizing a Negotiated Lease with Davis Block and Concrete Company for Concrete Batch Plant Operations in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing (Mayor)

**Ecklund moved to enact Ordinance 2024-04.**

President Johnson called for public comment.

The following people spoke in opposition to Ordinance 2024-04:

**Ed Holsten**

**David Nees**

**Rhonda Lynn**

**John Almanrode**

**Karen Button**

**David Lisi**

**Lonnie Wood**

**Sharon Saunders**

**Ann Hanson**

**Katie Feichtinger**

**Nick Vaderhoff**

**Sandra Key Holsten**

**Linda Gephardt**

**Cory Davis** spoke in support of Ordinance 2024-04.

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

Assembly Members Elam, Hibbert, Cox and Tunseth spoke in support of Ordinance 2024-04.

Assembly Member Ecklund spoke in opposition to Ordinance 2024-04.

**The motion to enact Ordinance 2024-04 carried by the following vote:**

**Yes:** 8 - Hibbert, Tupper, Johnson, Cox, Tunseth, Cooper, Ribbens, and Elam

**No:** 1 - Ecklund

## **UNFINISHED BUSINESS**

None.

## **PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

President Johnson called for public comment with none being offered.

## **ASSEMBLY COMMENTS**

Assembly Member Elam thanked everyone for attending and also thanked those who testified. He stated he attended the Eastern Peninsula Highway Emergency Service Area board meeting and provided a brief report regarding the need for better radio communications in the area. Mr. Elam wished everyone a good evening.

Assembly Member Ribbens stated he was in Texas. He thanked everyone for their work and wished everyone a good evening.

Assembly Member Hibbert stated he just returned from Oklahoma and noticed the leaves were popping out on the trees there. He stated we still had two more months of winter here. Mr. Hibbert wished everyone a good night.

Assembly Member Tunseth stated he was in Arizona on spring break and thankful to attend via Zoom. He thanked everyone who testified regarding Ordinance 2024-04 and the assembly members comments as well. Mr. Tunseth stated he looked forward to the upcoming discussions with the school district.

Assembly Member Cooper stated she was disappointed with the outcome of SB140. She thanked staff in Planning, Lands Management and the Legal Department for their work regarding Ordinance 2024-04. Ms. Cooper reminded everyone of the annual Winter King Salmon Derby in Homer on March 23, 2024. She wished everyone a good evening.

Assembly Member Tupper thanked the Assessing Department for the work they do, as well as the Planning Department and Land Management.

Assembly Member Ecklund stated the Seward High School boys' and girls' teams were playing in the State Basketball Tournament on March 29, 2024. She stated the

Seward High School cheerleaders also won the regional state championship. Ms. Ecklund stated the April 16, 2024 meeting was scheduled in Seward and provided a road construction update. She encouraged everyone to drive Snug Harbor Road and check out the construction site.

Vice President Cox stated he was very disappointed with the outcome of SB140 and stated he was inviting legislators to the joint work session with the school district.

President Johnson stated he agreed with Vice President Cox regarding SB140. He thanked everyone for their comments regarding the batch plant on Snug Harbor Road. Mr. Johnson stated he wanted to please everyone all of the time, but in the end he votes for what he thinks was the right thing.

## INFORMATIONAL MATERIALS AND REPORTS

1. [KPB-5853](#) Voter Turnout Working Group Final Report

## ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. April 2, 2024 6:00 PM  
Regular Assembly Meeting  
Betty J. Glick Assembly Chambers  
Remote participation available through Zoom  
Meeting ID: 895 1103 3332 Passcode: 193069
2. April 16, 2024 6:00 PM  
Regular Assembly Meeting  
Seward Community Library and Museum  
239 6th Avenue, Seward, AK 99664  
Remote participation available through Zoom  
Meeting ID: 895 1103 3332 Passcode: 193069

## ADJOURNMENT

With no further business to come before the assembly, President Johnson adjourned the meeting at 9:11 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of March 19, 2024.

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

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



Kenai Peninsula Borough  
Office of the Borough Mayor

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**MAYOR'S REPORT TO THE ASSEMBLY**

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

**FROM:** Peter A. Micciche, Kenai Peninsula Borough Mayor

**DATE:** April 2, 2024



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Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB24-031 Homer Middle School Elevator Upgrades
- b. Authorization to Award Contract - RFP24-013 Forestry Consultant for Prescriptions at KPB Public Facility Sites

Other

- a.

# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Peter A. Micciche, Borough Mayor

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

**FROM:** Thomas Nelson, Maintenance Director *TN*

**DATE:** March 5, 2024

**RE:** Authorization to Award a Contract for ITB24-031 Homer Middle School Elevator Upgrades

The Purchasing and Contracting Office formally solicited and received bids for the ITB24-031 Homer Middle School Elevator Upgrades. Bid packets were released on January 30, 2024 and the Invitation to Bid was advertised in the Peninsula Clarion on January 31, 2024, Homer News on February 1, 2024 and Anchorage Daily News on January 30, 2024.

The project consists of providing all material, equipment and qualified personnel to upgrade the existing elevator at Homer Middle School. This upgrade shall include but is not limited to, the Controller assembly, the operator, replacing the hall, traveling cable wiring, and installing new panels and grab bars in the cab.

On the due date of February 28, 2024, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low base bid of \$135,520 was submitted by Alaska Elevator Service, Fairbanks, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account numbers 400-78050-19803-43780; 400-78050-20803-43780 and 400-78050-21803-43780.



Peter A. Micciche, Borough Mayor

3/11/2024

Date

#### FINANCE DEPARTMENT FUNDS VERIFIED

Acct. No. 400-78050-19803-43780 \$49,369.20

Acct. No. 400-78050-20803-43780 \$50,000.00

Acct. No. 400-78050-21803-43780 \$36,150.80

By: *CJ BH* Date: 3/5/2024

NOTES: NA

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB24-031 Homer Middle School Elevator Upgrades**

CONTRACTOR	LOCATION	BASE BID
Alaska Elevator Services	Fairbanks, Alaska	\$135,520.00

DUE DATE: February 28, 2024

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough  
Purchasing & Contracting

MEMORANDUM

**TO:** Peter A. Micciche, Borough Mayor

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

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

**DATE:** March 12, 2024

**RE:** Authorization to Award a Contract for RFP24-013 Forestry Consultant for Prescriptions at KPB Public Facility Sites

On January 22, 2024, the Kenai Peninsula Borough Land Management Division formally solicited proposals for RFP24-013 Forestry Consultant for Prescriptions at KPB Public Facility Sites. The request for proposals was advertised in the Peninsula Clarion on January 24, 2024 and the Anchorage Daily News on January 22, 2024.

The project consists of providing professional forestry inspection, planning, and documentation to guide forestry and vegetation management activity around 38 KPB Public Facility sites under a BLM grant.

On the due date of February 20, 2024, three (3) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
Chugachmiut	Anchorage, Alaska	263
Trihydro	Soldotna, Alaska	213
Kauffman Enterprises	Soldotna, Alaska	189

The highest-ranking proposal, which includes a cost factor, was submitted by Chugachmiut with a lump sum cost proposal of \$50,000.00. The proposal review committee recommends award of a contract to Chugachmiut, Anchorage, Alaska. Your approval for this award is hereby requested.

Funding of this contract will be charged to account number 262-21320-23SBB-43011.

*P. Micciche*  
\_\_\_\_\_  
Peter A. Micciche, Borough Mayor

3/14/2024  
\_\_\_\_\_  
Date

NOTES: 262-21320-23SBB-43011

FINANCE DEPARTMENT  
FUNDS VERIFIED

Acct. No. 262-2132-23SBB-43011

Amount \$50,000.00

By: *CJ BH* Date: 3/14/2024

Introduced by:	Mayor
Date:	03/19/24
Hearing:	04/02/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-39**

**AN ORDINANCE DEOBLIGATING BOND PROCEEDS IN THE CENTRAL KENAI  
PENINSULA HOSPITAL SERVICE AREA CAPITAL PROJECT FUND AND  
TRANSFERRING THE REMAINING BOND PROCEEDS TO FUND THE ANNUAL  
DEBT SERVICE FOR CENTRAL KENAI PENINSULA HOSPITAL  
SERVICE AREA REVENUE BONDS**

**WHEREAS,** the Kenai Peninsula Borough Assembly authorized issuance of not to exceed \$43,000,000 of Central Kenai Peninsula Hospital Service Area Revenue Bonds on October 22, 2013; and

**WHEREAS,** Resolutions 2013-072 and 2014-008 authorized the issuance of bonds not to exceed \$43,000,000 through the Alaska Municipal Bond Bank for the purpose of financing the engineering, design, construction and equipping of a specialty clinic building in the Central Kenai Peninsula Hospital Service Area; and

**WHEREAS,** the project was completed in two phases and the remaining bond proceeds may be spent on annual debt service for the respective issuance;

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

**SECTION 1.** That \$8,858.12 in bond proceeds are deobligated from account number 490.81110.14CPH.49999 in the Central Kenai Peninsula Hospital Service Area Capital Project Fund to be transferred to account number 360.81110.14CPH.44010 the Central Kenai Peninsula Hospital Service Area Debt Service Fund to support the 2024 debt service payment for the 2014 Central Kenai Peninsula Hospital Service Area Revenue Bonds.

**SECTION 2.** That this ordinance shall be effective retroactively to February 1, 2024.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \* 2024.**

\_\_\_\_\_  
Brent Johnson, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Peter A. Micciche, Mayor *PM*

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

**DATE:** March 21, 2024

**SUBJECT:** Amendment to Ordinance 2023-19-39, Deobligating Bond Proceeds in the Central Peninsula Hospital Service Area Capital Project Fund and Transferring the Remaining Bond Proceeds to Fund the Annual Debt Service for Central Peninsula Hospital Service Area Revenue Bonds (Mayor)

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On March 18, 2024, additional obligations were released on bond funds, therefore making the remaining balance \$80,973.68. The request to deobligate and transfer funds from the Central Kenai Peninsula Hospital Service Area (“CKPHSA”) Capital Project Fund to the CKPHSA Debt Service Fund to provide for annual debt service has been increased to \$80,873.68.

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

➤ Amend Section 1, as follows:

**SECTION 1.** That [~~\$8,858.12~~] **\$80,973.68** in bond proceeds are deobligated from account number 490.81110.14CPH.49999 in the Central Peninsula Hospital Service Area Capital Project Fund to be transferred to account number 360.81110.14CPH.44010 the Central Peninsula Hospital Service Area Debt Service Fund to support the 2024 debt service payment for the 2014 Central Peninsula Hospital Service Area Revenue Bonds.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT/FUNDS VERIFIED	
Acct. No. <u>490.81110.14CPH.49999</u>	Amount: <u>\$80,973.68</u>
By: <u><i>CH</i></u>	Date: <u>3/21/2024</u>

Kenai Peninsula Borough  
Finance Department

MEMORANDUM

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

**THRU:** Peter A. Micciche, Mayor *PM*

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

**DATE:** March 7, 2024

**SUBJECT:** Ordinance 2023-19- 39, Deobligating Bond Proceeds in the Central Peninsula Hospital Service Area Capital Project Fund and Transferring the Remaining Bond Proceeds to Fund the Annual Debt Service for Central Peninsula Hospital Service Area Revenue Bonds (Mayor)

The Assembly authorized issuance of not to exceed \$43,000,000 of Central Peninsula Hospital Service Area Revenue Bonds on October 22, 2013.

Resolutions 2013-072 and 2014-008 authorized the issuance of bonds not to exceed \$43,000,000 through the Alaska Municipal Bond Bank for the purpose of financing the engineering, design, construction and equipping of a specialty clinic building in the Central Peninsula Hospital Service Area.

This Ordinance deobligates bond proceeds from the Central Peninsula Hospital Service Area Capital Project Fund and transfer the remaining bond proceeds to the debt service fund to fund a portion of the annual debt service payment for the 2014 Central Peninsula Hospital bonds.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT/FUNDS VERIFIED	
Acct. No.	<u>490.81110.14CPH.49999</u>
Amount:	<u>\$8,858.12</u>
By: <u>CS</u>	Date: <u>3/1/2024</u>

Introduced by: Mayor  
Date: 10/22/13  
Action: Adopted as Amended  
Vote: 7 Yes, 2 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-072**

**A RESOLUTION PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED  
\$43,000,000 SPECIALTY CLINIC BUILDING REVENUE BONDS OF THE BOROUGH,  
IN ONE OR MORE SERIES, FOR THE PURPOSE OF PROVIDING AMOUNTS TO  
ENGINEER, DESIGN, CONSTRUCT, AND EQUIP A SPECIALTY CLINIC BUILDING  
IN THE CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA AND  
PROVIDING FOR THE DETAILS OF THE BONDS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska, (the "Borough") owns a hospital in the Central Kenai Peninsula Hospital Service Area and desires to design and construct a specialty clinic building near the hospital; and

**WHEREAS,** the Constitution and statutes of the State of Alaska permit the Borough to issue revenue bonds to finance any project which serves a public purpose which bonds are secured only by the revenues of the project and which do not constitute a debt or pledge of the faith and credit or taxing power of the Borough and which may be authorized by the Assembly; and

**WHEREAS,** it is necessary to establish the form, conditions, covenants, and method of sale of such bonds and to make provision for establishing the amount, maturities, interest rates, and redemption rights and other terms; and

**WHEREAS,** a portion of the Bonds, not to exceed \$21,500,000, in principal amount, may be issued on a tax-exempt basis to the extent the underlying agreements relating to the use of proceeds, and otherwise, are consistent with relevant provisions of the Internal Revenue Code relating to tax-exempt bonds; and

**WHEREAS,** a public hearing has been held in accordance with Section 147(f) of the Internal Revenue Code; and

**WHEREAS,** issuance of the bonds and construction of the specialty clinic building are subject to receipt of a Certificate of Need from the State of Alaska and successful negotiation of an agreement with an operator of the specialty clinic building, and approval of the agreement by the Assembly; and

**WHEREAS,** at its October 14, 2013, meeting the Central Kenai Peninsula Hospital Service Area Board recommended approval by unanimous consent;

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

**SECTION 1. Purpose.** The purpose of this resolution is to authorize the issuance and sale of not to exceed \$43,000,000 of specialty clinic building revenue bonds, to fix the form, covenants, and method of sale of the bonds, to provide for establishing the amount, maturities, interest rates, redemption rights, and other terms of the bonds, and to fix the conditions under which additional specialty clinic building revenue bonds may be issued on a parity with the bonds. The financing, construction, and operation of a specialty clinic building serve a public purpose.

**SECTION 2. Definitions.** As used in this resolution, unless a different meaning clearly appears from the context:

"Annual Debt Service Requirement" means, with respect to any particular Fiscal Year and to any specified bonds, an amount equal to (i) interest accruing during such Fiscal Year on such bonds, except to the extent such interest is to be paid from deposits in the Debt Service Subaccount from bond proceeds; (ii) the principal amount of such bonds due during such Fiscal Year for which no sinking fund installments have been established; plus (iii) the unsatisfied balance of any sinking fund installment for such bonds due during such Fiscal Year.

"Assembly" means the general legislative authority of the Borough, as the same may be constituted from time to time.

"Bond Account" means the Specialty Clinic Building Revenue Bond Account created by Section 12 of this resolution.

"Bond Register" means the registration books maintained by the Registrar containing the names and addresses of the owners of the Bonds.

"Bonds" means the Kenai Peninsula Borough, Alaska, Central Kenai Peninsula Hospital Service Area Specialty Clinic Building Revenue Bonds, 20XX.

"Borough" means the Kenai Peninsula Borough, Alaska, a municipal corporation organized and existing under the Constitution and laws of the State of Alaska.

"Code" means the Internal Revenue Code of 1986, as amended, and all applicable regulations thereunder.

"Consulting Engineer" means an independent consulting engineer or engineering firm licensed to practice in the State of Alaska, retained and appointed pursuant to Section 15(E).

"Debt Service Subaccount" means the Debt Service Subaccount created in the Bond Account by Section 12 hereof.

"Facility" means the Borough's specialty clinic building.

"Fiscal Year" means the 12-month period commencing on July 1 each year through and including June 30 of the following calendar year.

"Future Parity Bonds" means any specialty clinic building revenue bonds, notes, or other obligations of the Borough, other than the Bonds, issued under a resolution wherein the Borough pledges that the payments to be made out of the Pledged Revenues into the Bond Account and Reserve Subaccount therein to pay and secure the payment of the principal of and interest on such revenue bonds, notes, or other obligations will be on a parity with the payments required by this resolution to be made out of such Pledged Revenues into such Bond Account and Reserve Subaccount to pay and secure the payment of the principal of and interest on the Bonds.

"Loan Agreement" means the Loan Agreement between the Borough and the Alaska Municipal Bond Bank.

"Net Revenues" means all amounts received by the Borough for the specialty clinic and deposited in the Specialty Clinic Building Fund and interest and profits derived from the investment of moneys held in the Specialty Clinic Building Fund.

"Operator" means the operator or lessee of the Facility pursuant to an agreement to be approved by the Assembly.

"Parity Bonds" means the Bonds and any Future Parity Bonds.

"Pledged Revenues" means Net Revenues and interest received and profits derived from the investment of moneys obtained from moneys held in any fund solely to pay or secure the payment of any Parity Bonds issued under this resolution.

"Registered Owner" means the person named as the registered owner of a Parity Bond in the Bond Register.

"Registrar" means the Finance Director of the Borough.

"Reserve Subaccount" means the Reserve Subaccount created in the Bond Account by Section 12 hereof.

"Reserve Subaccount Requirement" means an amount equal to the least of (i) 10% of the initial principal amount of all outstanding Parity Bonds; (ii) 125% of the average Annual Debt Service Requirement for all outstanding Parity Bonds; and (iii) the maximum Annual Debt Service Requirement on all outstanding Parity Bonds.

**SECTION 3. Authorization of Bonds and Purpose of Issuance.** The Borough shall enter into the Loan Agreement and issue and sell revenue bonds, in one or more series, designated "Central Kenai Peninsula Hospital Service Area Specialty Clinic Building Revenue Bonds, 20XX" (the "Bonds") in the aggregate principal amount of not to exceed \$43,000,000. The proceeds of the Bonds shall be used to pay the costs of design, engineering, construction, installation, and equipping of the Borough's Facility. Issuance of the Bonds is subject to the prior approval by the Assembly of an agreement with an Operator of the Facility for operating the Facility and committing to pay all debt service on the Bonds when due. The said agreement shall clearly delineate the portion of the Facility which may be financed on a tax-exempt basis and the Bonds relating therein and the provisions of the agreement relating to that portion shall be subject to opinion of bond counsel that said provisions are consistent with appropriate provisions of the Code governing tax-exempt bonds.

Issuance of the Bonds is subject to confirmation that a Certificate of Need for the Facility has been issued by the State of Alaska.

**SECTION 4. Date, Maturities, Interest Rates, and Other Details of the Bonds.** The Bonds shall be dated on such dates, and mature on such dates not later than December 31, 2034, and be designated "Taxable Series" or "Tax-Exempt Series" and shall bear interest from their date payable on such dates, and at such rates, not exceeding 6% per annum, as the Finance Director may fix and determine at or prior to the time of sale of the Bonds. The Tax-Exempt Series of Bonds shall not exceed \$21,500,000 in principal amount.

The Bonds shall be fully registered as to both principal and interest, shall be in the denomination of \$5,000 each or any integral multiple thereof, and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification.

**SECTION 5. Place and Medium of Payment.** Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as all outstanding Bonds are registered in the name of the Alaska Municipal Bond Bank, payments of principal and interest thereon shall be made as provided in the Loan Agreement. In the event that the Bonds are no longer registered in the name of the Alaska Municipal Bond Bank, interest on the Bonds shall be paid to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the 20th day of the month preceding the interest payment date. Principal of the Bonds shall be payable upon presentation and surrender of the Bonds by the Registered Owners at the principal office of the Registrar.

## **SECTION 6. Registration.**

- A. **Bond Register.** The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, a bond register.
- B. **Registered Ownership.** The Borough and the Registrar, each in its discretion, may deem and treat the Registered Owner of each 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 hereof, 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. **Transfer or Exchange.** Bonds shall be transferred only upon the Bond Register kept by the Registrar. Upon surrender for transfer or exchange of any 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 deliver an equal aggregate principal amount of Bonds 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. All Bonds surrendered for transfer or exchange shall be cancelled by the Registrar. The Registrar shall not be required to transfer or exchange Bonds subject to redemption during the 15 days preceding any principal or interest payment date or the date of mailing of notice of redemption of such Bonds, or any Bond after such Bond has been called for redemption.
- D. **Registration Covenant.** The Borough covenants that, until all Bonds have been surrendered and cancelled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

## **SECTION 7. Redemption.** The Bonds maturing on or after November 1, 2024 are subject to redemption on or after November 1, 2023, and may be redeemed at the times and in the manner described in the Loan Agreement. When the Borough determines to redeem any Bonds not owned by the Bond Bank:

- A. The Borough shall give notice of such redemption, which notice shall state the redemption date and identify the Bonds to be redeemed by reference to their numbers and further state that on such redemption date there shall become due and payable upon each such Bond the principal amount thereof plus the applicable premium, if any (the "Redemption Price"), together with interest

accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue. Such notice shall be given at least 30 days but not more than 45 days prior to the redemption date by first class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the address appearing on the Bond Register.

- B. Notice of Redemption having been given in the manner provided in this Resolution, the Bonds so called for redemption shall become due and payable on the redemption date stated in the notice at the applicable Redemption Price, plus interest, accrued and unpaid to the redemption date upon presentation and surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney.

**SECTION 8. Form of Bonds.** The form of the Bonds shall be substantially as follows:

No. \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA

KENAI PENINSULA BOROUGH, ALASKA  
CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA  
SPECIALTY CLINIC BUILDING REVENUE BOND, (TAXABLE  
SERIES/TAX-EXEMPT SERIES) 20XX

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Kenai Peninsula Borough, Alaska (the "Borough"), a municipal corporation 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, from the sources stated herein, the Principal Amount indicated above in the following installments on \_\_\_\_\_ of each of the following years, and to pay, from the sources stated herein, interest on such installments from the date hereof, payable on \_\_\_\_\_, 20XX, and semiannually thereafter on the first days of each \_\_\_\_\_ and \_\_\_\_\_ of each year, at the rates per annum as follows:

Maturity <u>Date</u>	Principal <u>Amount</u>	Interest <u>Rate</u>
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For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bond Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bond Bank and the Borough. In the event that this Bond is no longer owned by the Bond Bank, payment of principal of and interest on this Bond will be made by check or draft mailed by first class mail to the registered owner at the address appearing on the Bond Register of the Borough, provided that the final installment of principal and interest on this Bond

will be payable at the office of the Finance Director (the "Registrar") upon surrender of this Bond. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. Both principal of and interest on this Bond are payable in lawful money of the United States of America solely out of the special fund of the Borough known as the "Specialty Clinic Building Revenue Bond Account" created by Section 12 of Resolution No. 2013-XX.

This Bond is one of an issue of bonds (the "Bonds") of like date and tenor except as to number, rate of interest, and date of maturity, aggregating the principal sum of \$\_\_\_\_\_ and is issued pursuant to the Constitution and statutes of the State of Alaska and the duly adopted resolutions and ordinances of the Borough, including Resolution No. 2013-XX (the "Bond Resolution"). The definitions contained in the Bond Resolution shall apply to capitalized terms contained herein. The Bonds are being issued for the purpose of financing the design, engineering, construction, and equipping of the Borough's Central Kenai Peninsula Hospital Service Area Specialty Clinic Building.

Bonds owned by the Bond Bank, or its registered assigns, maturing on or after \_\_\_\_\_, 20XX, may be called for redemption on or after \_\_\_\_\_, 20XX on any date, in whole or in part, at the option of the Borough at a price equal to 100% of the principal amount thereof to be redeemed plus accrued interest to the date of redemption as described in the Loan Agreement.

Bonds not owned by the Bond Bank maturing on or after \_\_\_\_\_ 1, 2024 may be called for redemption by or on behalf of the Borough prior to maturity and upon notice as set forth in the Bond Resolution as a whole on any date or in part on or after \_\_\_\_\_ 1, 2023, at a redemption price of 100% of the principal amounts thereof, together with interest thereon to the redemption date.

The Borough does hereby pledge and bind itself to set aside out of Pledged Revenues of the Borough and to pay into the Bond Account the various amounts required by the Bond Resolution to be paid into and maintained in the Bond Account all within the times provided in the Bond Resolution.

The pledge of Pledged Revenues contained herein and in the Bond Resolution may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Resolution.

The pledge of amounts to be paid into the Bond Account is hereby declared to be a lien and charge upon the Pledged Revenues superior to all other charges of any kind or nature and equal in rank to the lien and charge thereon for amounts pledged to the payment of any Future Parity Bonds hereafter issued.

This Bond is a special, limited obligation of the Borough giving rise to no charge against the Borough's general credit, and is payable solely from, and constitute claims of the owners thereof against, only the revenues, funds, and assets of the Borough pledged under the Resolution. This Bond shall never constitute a debt or indebtedness of the State of Alaska within the meaning of any provision or limitation of the Constitution or statutes of the State of Alaska or the Borough, or of any political subdivision thereof, and shall never constitute nor give rise to a general pecuniary liability of the State or the Borough or a charge against their general credit or taxing powers.

This Bond is a special, limited obligation of the Borough, issued in order to provide funds to finance the acquisition, design, construction, and equipping of a specialty clinic building in the Central Kenai Peninsula Hospital Service Area.

No officer, agent, or employee of the Borough, and no officer, official, agent, or employee of the State of Alaska, nor any person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of this Bond.

The Borough has further bound itself to maintain the Facility in good condition and repair, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain, and collect fees for as long as any Parity Bonds are outstanding that will provide Pledged Revenues in an amount equal to at least 1.25 times the maximum Debt Service Requirement for such year on all outstanding Parity Bonds.

[For Tax-Exempt Series: This Bond is a "qualified 501(c)(3) bond" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code").]

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Alaska, and the resolutions of the Borough to be done precedent to and in the issuance of this Bond have happened, been done, and performed.

IN WITNESS WHEREOF, the Kenai Peninsula Borough, Alaska, has caused this Bond to be executed with the manual or facsimile signature of its Mayor and to be countersigned with the manual or facsimile signature of its Clerk and the official seal of the Borough to be impressed or imprinted hereon, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

KENAI PENINSULA BOROUGH, ALASKA

\_\_\_\_\_  
Mike Navarre, Mayor

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

**SECTION 9.** Execution of Bonds. The Bonds shall be executed on behalf of the Borough with the manual or facsimile signature of the Mayor of the Borough, attested by the manual or facsimile signature of the Clerk. The official seal of the Borough shall be impressed or imprinted on each Bond. The execution of a Bond on behalf of the Borough by persons that at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, regardless of whether any such person shall have ceased to hold office at the time of issuance and delivery of the Bond, or shall not have held office on the date of the Bond.

**SECTION 10.** Mutilated, Destroyed, Stolen, or Lost Bonds. Upon surrender to the Registrar of a mutilated Bond, the Borough shall execute and deliver a new Bond of like maturity and 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 of like maturity and principal amount. The person requesting the authentication and delivery of a new Bond pursuant to this section shall comply with such other reasonable regulations as the Borough may prescribe and pay such expenses as the Borough may incur. Any Bonds issued pursuant to this section in substitution for Bonds alleged to be destroyed, stolen, or lost shall constitute original additional contractual obligations on the part of the Borough, whether or not the Bonds alleged to be destroyed, stolen, or lost be at any time enforceable by anyone, and shall be equally and proportionately secured with all other Bonds issued hereunder.

**SECTION 11.** Priority of Use of Pledged Revenues. Pledged Revenues are hereby pledged to and shall be used only for the following purposes and in the following order of priority:

First, to make all payments, including sinking fund payments, required to be made into the Debt Service Subaccount for the payment of the principal of and interest on Parity Bonds;

Second, to make all payments required to be made into the Reserve Subaccount;

Third, to make all payments, including sinking fund payments, required to be made into a subordinate lien debt service account for the payment of the principal of and interest on any subordinate lien bonds; and

Fourth, to make all payments required to be made into a reserve account for subordinate lien bonds.

**SECTION 12.** Specialty Clinic Building Revenue Bond Account and Subaccounts. There is hereby created a special restricted account of the Borough known as the "Specialty Clinic Building Revenue Bond Account" (the "Bond Account"), which account is to be drawn upon for the sole purpose of paying the principal of and interest and premium, if any, on all Parity Bonds. The Bond Account consists of two subaccounts, the Debt Service Subaccount and the Reserve Subaccount. Amounts pledged to be paid into the Bond Account are hereby declared to be a lien and charge upon Pledged Revenues superior to all other charges of any kind or nature and equal in rank to the charge thereon to pay and secure the payment of the principal of and interest on all Parity Bonds.

From and after the time of issuance and delivery of the Bonds and as long thereafter as any of the same remain outstanding, the Borough hereby irrevocably obligates and binds itself to set aside and pay the following each month into the Debt Service Subaccount out of Pledged Revenues on or before the date due:

- A. Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the interest scheduled to become due on Parity Bonds on the next interest payment date; and
- B. Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate (i) the principal amount of all Parity Bonds due for which no sinking fund installments have been established; plus (ii) the unsatisfied balance of any sinking fund installment for Parity Bonds, in each case during the next 12 months.
- C. For so long as Parity Bonds are held by the Bond Bank, the Borough will pay such amounts into the Debt Service Subaccount out of Pledged Revenues as may be required by the Loan Agreement.

Moneys in the Debt Service Subaccount may be held in cash or invested in accordance with Borough policy such that investments will mature prior to the time such money is required for the payment of the principal of or interest on the Parity Bonds. All interest earned on and profits derived from such investments shall remain in and become a part of the Debt Service Subaccount.

In the event a portion of the Bonds are designated Tax-Exempt Series, the Finance Director is authorized to modify the foregoing provisions by establishing further subaccounts within the Bond Account and the Reserve Subaccount and otherwise as the Finance Director deems necessary or desirable in order that interest on the Tax-Exempt Series is tax exempt under the Code.

**SECTION 13.** Reserve Subaccount. The Borough hereby covenants and agrees that it will at the time of issuance of the Bonds cause amounts to be paid into the Reserve Subaccount such that the total amount in the Reserve Subaccount will be equal to the Reserve Subaccount Requirement.

The Borough further covenants and agrees that it will set aside and pay into the Reserve Subaccount amounts from Pledged Revenues, commencing with the first month following the closing and delivery of the Bonds, so that the amount on deposit in the Reserve Subaccount will at all times be at least equal to the Reserve Subaccount Requirement.

The Borough further covenants and agrees that in the event it issues any Future Parity Bonds hereafter it will provide in each resolution authorizing the same that at the time of issuance of such Future Parity Bonds payments will be made into the Reserve Subaccount such that the total amount of such payments together with the money already in the Reserve Subaccount will be equal to the Reserve Subaccount Requirement.

The Borough further covenants and agrees that it will at all times maintain therein an amount at least equal to the Reserve Subaccount Requirement until there is a sufficient amount in the Bond Account and Reserve Subaccount to pay the principal of, premium, if any, and interest on all outstanding Parity Bonds in the manner set forth in Section 16 hereof, at which time the money in the Reserve Subaccount may be used to pay such principal, premium, if any, and interest; provided, however, that moneys in the Reserve Subaccount may be withdrawn or set aside in a special account in the Bond Account pursuant to Section 16 of this resolution, to pay (with or without other available funds) the principal, premium, if any, and interest on all of the outstanding Parity Bonds of any single issue or series payable out of the Bond Account, so long as the moneys remaining on deposit in the Reserve Subaccount are at least equal to the Reserve Subaccount Requirement on all of the remaining outstanding Parity Bonds. The Borough may, from time to time, transfer from the Reserve Subaccount to the Debt Service Subaccount amounts in excess of the Reserve Subaccount Requirement.

In the event there shall be a deficiency in the Debt Service Subaccount for meeting maturing installments of either principal of or interest on Parity Bonds, such deficiency shall be made up from the Reserve Subaccount by the withdrawal of cash therefrom. Any deficiency created in the Reserve Subaccount by reason of any such withdrawal shall then be made up from Pledged Revenues first available therefor after making necessary provision for the required payments into the Debt Service Subaccount.

**SECTION 14.** Investment of Certain Accounts. Moneys held in the Bond Account and in the Reserve Subaccount shall be invested and reinvested to the fullest extent practicable in accordance with Borough policy, such investments to mature not

later than at such times as shall be necessary to provide moneys when needed for payments to be made from such Accounts.

Obligations purchased as an investment of moneys in any Account or Subaccount created under this resolution shall be deemed at all times to be a part of such Account or Subaccount and any profit realized from the liquidation of such investment shall be credited to such Account or Subaccount and any loss resulting from the liquidation of such investment shall be charged to the respective Account or Subaccount.

In the event a portion of the Bonds are designated "Tax-Exempt Series," the Finance Director is authorized to restrict investments in the subaccounts established within the Bond Account and the Reserve Account as the Finance Director deems necessary or desirable in order to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.

**SECTION 15.** Specific Covenants. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as any of the same remain outstanding as follows:

- A. The Borough will establish, maintain, and collect Net Revenues in each Fiscal Year that will provide Pledged Revenues in an amount equal to the amount of the Annual Debt Service Requirement for such year on all outstanding Parity Bonds. For so long as the Parity Bonds are held by the Alaska Municipal Bond Bank, the Borough will establish, maintain, and collect Net Revenues as required by the terms of the Loan Agreement.
- B. The Borough will require the Operator to at all times maintain, preserve, and keep the Facility and every part and parcel thereof in good repair, working order, and condition; will from time to time make or cause to be made all necessary and proper repairs, renewals, and replacements to the Facility, and will at all times operate the Facility in an efficient manner.
- C. The Facility, including the buildings, equipment, and property, shall be insured in such amounts and with such deductibles as under good business practice are ordinarily carried on such facilities.
- D. The Borough will require the Operator to keep and maintain proper books and accounts with respect to the operation of the Facility in such manner as prescribed by any authorities having jurisdiction over the Facility; will cause its books and accounts to be audited annually by a certified public accountant not later than 210 days following the end of each Fiscal Year, copies of which audits shall, upon request, be furnished to the owners of the Parity Bonds.
- E. The Borough will not sell or otherwise dispose of the Facility unless contemporaneously with such sale or disposal there shall be paid into the

Bond Account a sum sufficient to pay the principal of and interest on all Parity Bonds then outstanding to the date or dates on which they first may be redeemed, nor will it sell or otherwise dispose of any part of the Facility which is material to the production of Pledged Revenues unless, in the opinion of a Consulting Engineer, the remaining Facility will generate Pledged Revenues sufficient to enable the Borough to comply with the requirements of this resolution and each resolution authorizing the issuance of Future Parity Bonds.

- F. The Borough will require the Operator to not at any time create or permit to accrue or exist any lien or other encumbrance or indebtedness upon the Facility or the Pledged Revenues, or any part thereof, or upon any Account or Subaccount created hereunder, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials, or supplies which, if unpaid, might become a lien or charge upon the Pledged Revenue, or any part thereof, or upon any Account or Subaccount in the hands of the Borough, prior or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.
- G. The Borough will require the Operator to not expend any of the Pledged Revenues or the proceeds of any indebtedness payable from Pledged Revenues for any additions, betterments, or improvements to the Facility which are not economically sound and which will not properly and advantageously contribute to the conduct of the business of the Facility in an efficient and economical manner.
- H. The Borough shall require the Operator to at any and all times, as far as it may be authorized by law, make, do, execute, acknowledge, and deliver all further resolutions, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for better assuring, conveying, granting, pledging, assigning, and confirming all and singular the rights, revenues, and other funds, moneys, and securities pledged or assigned under the resolution, or intended so to be, or which the Borough may become bound to pledge or assign.
- I. The Borough is duly authorized under all applicable laws to create and issue the Bonds and to adopt this resolution and to pledge the Pledged Revenues and other funds, moneys, and securities purported to be pledged by this resolution in the manner and to the extent provided in this resolution. The Pledged Revenues and other funds, moneys, and securities so pledged are and will be free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment created by this resolution, and all corporate or other action on the part of the Borough to that end has been and will be duly and validly taken. The Bonds and the provisions of this resolution are and will be the valid and legally enforceable obligations of

the Borough in accordance with their terms and the terms of this resolution.

- J. The Borough, through the Operator, will have so long as any Parity Bonds are outstanding, good, right, and lawful power to operate, maintain, and repair the Facility and to fix and collect rates, fees, and other charges related to the Facility.
- K. The Borough shall require the Operator to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Borough under applicable laws and this resolution.
- L. In the event a portion of the Bonds are designated "Tax-Exempt Series," the Finance Director is authorized, on behalf of the Borough, to enter into such other covenants and agreements which may be inconsistent with the foregoing, as the Finance Director deems necessary or desirable in order to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.

**SECTION 16.** Parity Bonds. As described in this Section 16, the Borough may issue Parity Bonds. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as the same remain outstanding that it will not issue any bonds having a greater or equal lien on Pledged Revenues to pay and secure the payment of the principal of and interest on such bonds than the lien created thereon to pay and secure the payment of the principal of and interest on the Parity Bonds, except that the Borough reserves the right to issue future Parity Bonds as follows:

- A. For the purpose of acquiring, constructing, and installing additions, betterments, and improvements to and extensions of, acquiring necessary property, and equipment for, or making necessary replacements or repairs to the Facility, for funding interest and reserves, and for the purpose of refunding at or prior to their redemption or maturity any outstanding revenue bonds or notes of the Borough that have a lien on Pledged Revenues for the payment of the principal thereof and interest thereon junior and inferior to the lien on Pledged Revenues for the payment of the principal of and interest on the Bonds and upon compliance with the following conditions:
  - (1) The Borough will covenant in each resolution authorizing the issuance of Future Parity Bonds that it will pay into and maintain in the Reserve Subaccount the amounts required by Section 13 of this resolution to be paid into and maintained in the Reserve Subaccount in the event Future Parity Bonds are issued.
  - (2) At the time of the issuance of such Future Parity Bonds, the Borough shall have on file a certificate of the Finance Director showing that

the "annual income available for revenue bond debt service," as hereinafter set forth, shall be at least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Such "annual income available for revenue bond debt service" shall be determined by adding the following:

- (i) The historical Pledged Revenues for any 12 consecutive months out of the 24 months immediately preceding the month of delivery of the Future Parity Bonds being issued.
- (ii) The estimated annual Pledged Revenues to be derived from the operation of any additions or improvements to or extensions of the Facility under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which Pledged Revenues are not otherwise included in any of the sources of Pledged Revenues described in this subsection (2).
- (iii) The estimated Pledged Revenues to be derived from the operation of any additions and improvements to or extensions of the Facility being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

The computation of "annual income available for revenue bond debt service" shall be adjusted to reflect the Facility fees or rents effective on the date of such certificate or approved by the regulatory authority with jurisdiction to become effective thereafter if there has been any change in such rates and charges put into effect or so approved during or after such 12 consecutive month base period.

Notwithstanding the preceding provisions of this subparagraph (2), the certificate referred to above shall not be required if one-half of Pledged Revenues, verified from certain financial statements of the Facility, for a period of any consecutive two out of the three Fiscal Years immediately preceding the issuance and delivery of such Future Parity Bonds, was equal to at least 1.25 times the maximum Annual Debt Service required to be paid in any Fiscal Year succeeding the date of issuance of such Future Parity Bonds on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Further, notwithstanding the preceding provisions of this subparagraph (2), Future Parity Bonds may be issued if the Borough shall have on file a certificate stating that the Pledged Revenues for the next full Fiscal Year after the initial operation of any additions or improvements to or extensions of the Facility being paid for out of the proceeds of the Future Parity Bonds will be at

least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued; and that at the time of the issuance of such Future Parity Bonds there is no deficiency in the Debt Service Subaccount or Reserve Subaccount.

- B. For the purpose of refunding at or prior to their redemption or maturity, any part or all of the then outstanding Parity Bonds if the issuance of such refunding Future Parity Bonds does not require a greater amount to be paid out of Pledged Revenues for principal and interest over the life of such refunding Future Parity Bonds being refunded, and if the conditions required in subsections (A)(1) and (A)(2) of this section are complied with.

Proceeds of Parity Bonds to be used to fund interest or reserves shall be deposited in the Debt Service Subaccount or the Reserve Subaccount, as the case may be.

**SECTION 17.** Subordinate Lien Bonds. Nothing contained herein shall prevent the Borough from issuing revenue bonds or notes which are a charge upon Pledged Revenues subordinate or inferior to the payments required herein to be made therefrom into the Debt Service Subaccount and Reserve Subaccount, or from issuing specialty clinic building revenue bonds to refund maturing bonds for the payment of which moneys are not otherwise available.

**SECTION 18.** Defeasance. In the event that money and/or investments maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any or all of the Bonds in accordance with their terms are set aside in a special restricted account in the Bond 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 to be made into the Bond Account for the payment of the principal of and interest on such Bonds, and such Bonds shall cease to be entitled to any lien, benefit, or security of this resolution, except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder or under any other resolution authorizing the issuance of Future Parity Bonds.

**SECTION 19.** General Authorization to Municipal Officials. After the sale of the Bonds, the proper officials of the Borough are hereby authorized and directed to do everything necessary to complete such sale and to deliver the Bonds to the purchaser thereof upon payment of the purchase price thereof.

**SECTION 20.** Amendatory and Supplemental Resolutions.

- A. The Assembly from time to time and at any time may pass a resolution or resolutions supplemental hereof, 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 contained 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 and, in the event any Tax-Exempt Bonds are outstanding, as the Borough acting through the Finance Director deems necessary or desirable to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.
- (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 interest of the owners of Parity Bonds.

Any such supplemental resolution of the Assembly may be adopted without the consent of the owner of any Parity Bonds at any time outstanding, notwithstanding any of the provisions of subsection B of this section.

B. With the consent of the owners of not less than 60% in aggregate principal amount of Parity Bonds at the time outstanding, the Assembly may pass 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; provided, however, that no such supplemental resolution shall:

- (1) Extend the fixed maturity of any of the Parity Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment requirement, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the owner of each Parity Bond so affected; or
- (2) Reduce the percentage of owners of Parity Bonds required to approve any such supplemental resolution without the consent of the owners of all of the Parity Bonds then outstanding; or
- (3) Remove the pledge and lien of this resolution on Pledged Revenues.

It shall not be necessary for the consent of the owners of Parity Bonds under this subsection B to approve the particular form of any proposed supplemental

resolution, but it shall be sufficient if such consent shall approve the substance thereof.

- C. Upon the passage of any supplemental resolution pursuant to the provisions of this section, this resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the Borough under this resolution and all owners of Parity Bonds outstanding hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental resolution shall be deemed to be part of the terms and conditions of this resolution for any and all purposes.
- D. Parity Bonds executed and delivered after the execution of any supplemental resolution adopted pursuant to the provisions of this section may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, new Parity Bonds so modified as to conform, in the opinion of the Assembly, to any modification of this resolution contained in any such supplemental resolution, may be prepared by the Borough and delivered without cost to the owners of Parity Bonds then outstanding, upon surrender for cancellation of such Parity Bonds in equal aggregate principal amounts.

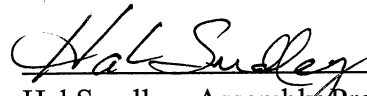
**SECTION 21.** Disposition of the Proceeds of Sale of the Bonds. The proceeds received from the sale of the Bonds (exclusive of accrued interest, if any, which shall be paid into the Debt Service Subaccount) shall be deposited into the fund of the Borough designated by the Finance Director and shall be used to pay all costs allocable to the issuance of the Bonds and to undertake improvements authorized by Section 3 of this resolution.

**SECTION 22.** Loan Agreement and Other Documents. The Finance Director is authorized to enter into a Loan Agreement or Loan Agreements with the Alaska Municipal Bond Bank providing for and relating to the sale of the Bonds to the Alaska Municipal Bond Bank, and the Finance Director is authorized to execute and deliver on behalf of the Borough any other documents reasonably.

**SECTION 23.** Severability. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

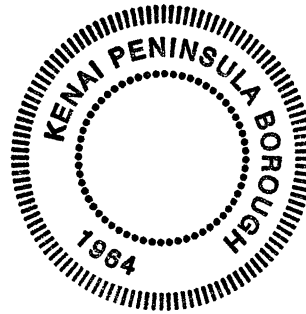
**SECTION 24.** Effective Date. This resolution shall become effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS  
22ND DAY OF OCTOBER, 2013.

  
\_\_\_\_\_  
Hal Smalley, Assembly President

ATTEST:

  
\_\_\_\_\_  
John Blankenship, MMC, Borough Clerk



Yes: Bagley, Haggerty, Johnson, McClure, Pierce, Smith, Smalley  
No: Ogle, Wolf  
Absent: None

Introduced by: Mayor  
Date: 01/07/14  
Action: Adopted as Amended  
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2014-008**

**A RESOLUTION AMENDING RESOLUTION 2013-072 WHICH AUTHORIZED THE  
ISSUANCE OF NOT TO EXCEED \$43,000,000 SPECIALTY CLINIC BUILDING  
REVENUE BONDS OF THE BOROUGH, TO INSERT ADDITIONAL TERMS  
RELATING TO PLEDGED REVENUES FOR DEBT SERVICE REQUIREMENTS AND  
COMPLIANCE WITH INTERNAL REVENUE CODE REQUIREMENTS, ADDING  
DEFINITIONS, AND MAKING OTHER CLARIFICATIONS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska, (the "Borough") owns a hospital in the Central Kenai Peninsula Hospital Service Area and desires to design and construct a specialty clinic building near the hospital; and

**WHEREAS,** the Borough Assembly adopted Resolution 2013-072 which authorized the issuance of not to exceed \$43,000,000 revenue bonds to fund the engineering, design, construction and equipping of a specialty clinic building in the Central Kenai Peninsula Hospital Service Area; and

**WHEREAS,** since then the Alaska Bond Bank Authority has requested that Resolution 2013-072 be amended to insert additional terms relating to revenues pledged for payment of the bonds, compliance with Internal Revenue Code provisions relating to tax exempt bonds, adding more defined terms and making other corrections and clarifications; and

**WHEREAS,** at a special meeting held January 6, 2014, the CKPHSA board recommended approval by unanimous consent;

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

**SECTION 1.** That the fourth Whereas clause in Resolution 2013-072 is amended as follows:

WHEREAS, a portion of the Bonds, not to exceed [\$21,500,000] \$25,800,000, in principal amount, may be issued on a tax-exempt basis to the extent the underlying agreements relating to the use of proceeds, and otherwise, are consistent with relevant provisions of the Internal Revenue Code relating to tax-exempt bonds; and

**SECTION 2.** That Section 2 of Resolution 2013-072, Definitions, is hereby amended by inserting the definition of "Medical Facilities" immediately after the definition of "Loan Agreement" and revising the definition of "Net Revenues" as follows:

"Medical Facilities" means all facilities operated by the Operator either directly or indirectly for the Borough.

"Net Revenues" means all amounts received by the Borough [FOR THE SPECIALTY CLINIC] from the operation of all Medical Facilities and the Facility and deposited in the Specialty Clinic Building Fund and interest and profits derived from the investment of moneys held in the Specialty Clinic Building [FUND] Bond Account as set forth in Section 12.

**SECTION 3.** That Section 4 of Resolution 2013-072 is hereby amended as follows:

SECTION 4. Date, Maturities, Interest Rates, and Other Details of the Bonds. The Bonds shall be dated on such dates, and mature on such dates not later than [DECEMBER 31, 2034] December 31, 2035, and be designated "Taxable Series" or "Tax-Exempt Series" and shall bear interest from their date payable on such dates, and at such rates, not exceeding 6% per annum, as the Finance Director may fix and determine at or prior to the time of sale of the Bonds. The Tax-Exempt Series of Bonds shall not exceed [\$21,500,000] \$25,800,000 in principal amount.

The Bonds shall be fully registered as to both principal and interest, shall be in the denomination of \$5,000 each or any integral multiple thereof, and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification.

**SECTION 4.** That Section 7 of Resolution 2013-072 is hereby amended as follows:

SECTION 7. Redemption. The Bonds [MATURING ON OR AFTER NOVEMBER 1, 2024 ARE SUBJECT TO REDEMPTION ON OR AFTER NOVEMBER 1, 2023, AND] may be redeemed at the times and in the manner described in the Loan Agreement. When the Borough determines to redeem any Bonds not owned by the Bond Bank:

- A. The Borough shall give notice of such redemption, which notice shall state the redemption date and identify the Bonds to be redeemed by reference to their numbers and further state that on such redemption date there shall become due and payable upon each such Bond the principal amount thereof plus the applicable premium, if any (the "Redemption Price"), together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue. Such notice shall be given at least 30 days but not more than 45 days prior to the redemption date by first class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the address appearing on the Bond Register.

- B. Notice of Redemption having been given in the manner provided in this Resolution, the Bonds so called for redemption shall become due and payable on the redemption date stated in the notice at the applicable Redemption Price, plus interest, accrued and unpaid to the redemption date upon presentation and surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney.

**SECTION 5.** That Section 11 of Resolution 2013-072 is hereby amended as follows:

SECTION 11. Priority of Use of Pledged Revenues. Pledged Revenues are hereby pledged to and shall be used only for the following purposes and in the following order of priority:

First, to make all payments, including sinking fund payments, required to be made into the Debt Service Subaccount for the payment of the principal of and interest on Parity Bonds;

Second, to make all payments required to be made into the Reserve Subaccount;

Third, to make all payments, including sinking fund payments, required to be made into a subordinate lien debt service account for the payment of the principal of and interest on any subordinate lien bonds; [AND]

Fourth, to make all payments required to be made into a reserve account for subordinate lien bonds; and

Fifth, where the funds can be used for operation of the Medical Facilities and the Facility.

**SECTION 6.** That Section 15 of Resolution 2013-072 is hereby amended as follows:

SECTION 15. Specific Covenants. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as any of the same remain outstanding as follows:

- A. The Borough will establish, maintain, and collect Net Revenues in each Fiscal Year that will provide Pledged Revenues in an amount equal to the amount of the Annual Debt Service Requirement for such year on all outstanding Parity Bonds. For so long as the Parity Bonds are held by the Alaska Municipal Bond Bank, the Borough will establish, maintain, and collect Net Revenues as required by the terms of the Loan Agreement. The Borough will establish, maintain, and collect fees for as long as any Parity Bonds are outstanding that will provide Pledged Revenues in an amount equal to at least 1.25 times the maximum Annual Debt Service requirement for each fiscal year.

- B. The Borough will require the Operator to at all times maintain, preserve, and keep the Facility and every part and parcel thereof in good repair, working order, and condition; will from time to time make or cause to be made all necessary and proper repairs, renewals, and replacements to the Facility, and will at all times operate the Facility in an efficient manner.
- C. The Facility, including the buildings, equipment, and property, shall be insured in such amounts and with such deductibles as under good business practice are ordinarily carried on such facilities.
- D. The Borough will require the Operator to keep and maintain proper books and accounts with respect to the operation of the Facility in such manner as prescribed by any authorities having jurisdiction over the Facility; will cause its books and accounts to be audited annually by a certified public accountant not later than 210 days following the end of each Fiscal Year, copies of which audits shall, upon request, be furnished to the owners of the Parity Bonds.
- E. The Borough will not sell or otherwise dispose of the Facility unless contemporaneously with such sale or disposal there shall be paid into the Bond Account a sum sufficient to pay the principal of and interest on all Parity Bonds then outstanding to the date or dates on which they first may be redeemed, nor will it sell or otherwise dispose of any part of the Facility which is material to the production of Pledged Revenues unless, in the opinion of a Consulting Engineer, the remaining Facility will generate Pledged Revenues sufficient to enable the Borough to comply with the requirements of this resolution and each resolution authorizing the issuance of Future Parity Bonds.
- F. The Borough will require the Operator to not at any time create or permit to accrue or exist any lien or other encumbrance or indebtedness upon the Facility or the Pledged Revenues, or any part thereof, or upon any Account or Subaccount created hereunder, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials, or supplies which, if unpaid, might become a lien or charge upon the Pledged Revenue, or any part thereof, or upon any Account or Subaccount in the hands of the Borough, prior or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.
- G. The Borough will require the Operator to not expend any of the Pledged Revenues or the proceeds of any indebtedness payable from Pledged Revenues for any additions, betterments, or improvements to the Facility which are not economically sound and which will not properly and advantageously contribute to the conduct of the business of the Facility in an efficient and economical manner.

- H. The Borough shall require the Operator to at any and all times, as far as it may be authorized by law, make, do, execute, acknowledge, and deliver all further resolutions, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for better assuring, conveying, granting, pledging, assigning, and confirming all and singular the rights, revenues, and other funds, moneys, and securities pledged or assigned under the resolution, or intended so to be, or which the Borough may become bound to pledge or assign.
- I. The Borough is duly authorized under all applicable laws to create and issue the Bonds and to adopt this resolution and to pledge the Pledged Revenues and other funds, moneys, and securities purported to be pledged by this resolution in the manner and to the extent provided in this resolution. The Pledged Revenues and other funds, moneys, and securities so pledged are and will be free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment created by this resolution, and all corporate or other action on the part of the Borough to that end has been and will be duly and validly taken. The Bonds and the provisions of this resolution are and will be the valid and legally enforceable obligations of the Borough in accordance with their terms and the terms of this resolution.
- J. The Borough, through the Operator, will have so long as any Parity Bonds are outstanding, good, right, and lawful power to operate, maintain, and repair the Facility and to fix and collect rates, fees, and other charges related to the Facility.
- K. The Borough shall require the Operator to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Borough under applicable laws and this resolution.
- L. In the event a portion of the Bonds are designated "Tax-Exempt Series," the Finance Director is authorized, on behalf of the Borough, to enter into such other covenants and agreements which may be inconsistent with the foregoing, as the Finance Director deems necessary or desirable in order to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.
- M. The Borough covenants to comply with any and all applicable requirements set forth in the Code to the extent that such compliance shall be necessary for the exclusion of the interest on the tax-exempt 2013 Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds that will cause any tax-exempt Bond to be an "arbitrage bond" subject to federal income taxation by reason of Section 148 of the Code.

**SECTION 7.** That Section 16 of Resolution 2013-072 is hereby amended as follows:

**SECTION 16. Parity Bonds.** As described in this Section 16, the Borough may issue Parity Bonds. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as the same remain outstanding that it will not issue any bonds having a [GREATER OR EQUAL] lien on Pledged Revenues superior to the lien thereon of the bonds, [TO PAY AND SECURE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS THAN THE LIEN CREATED THEREON TO PAY AND SECURE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE PARITY BONDS,] except that the Borough reserves the right to issue future Parity Bonds as follows:

A. For the purpose of acquiring, constructing, and installing additions, betterments, and improvements to and extensions of, acquiring necessary property, and equipment for, or making necessary replacements or repairs to the Facility, for funding interest and reserves, and for the purpose of refunding at or prior to their redemption or maturity any outstanding revenue bonds or notes of the Borough that have a lien on Pledged Revenues for the payment of the principal thereof and interest thereon junior and inferior to the lien on Pledged Revenues for the payment of the principal of and interest on the Bonds and upon compliance with the following conditions:

- (1) The Borough will covenant in each resolution authorizing the issuance of Future Parity Bonds that it will pay into and maintain in the Reserve Subaccount the amounts required by Section 13 of this resolution to be paid into and maintained in the Reserve Subaccount in the event Future Parity Bonds are issued.
- (2) At the time of the issuance of such Future Parity Bonds, the Borough shall have on file a certificate of the Finance Director showing that the "annual income available for revenue bond debt service," as hereinafter set forth, shall be at least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Such "annual income available for revenue bond debt service" shall be determined by adding the following:

- (i) The historical Pledged Revenues for any 12 consecutive months out of the 24 months immediately preceding the month of delivery of the Future Parity Bonds being issued.
- (ii) The estimated annual Pledged Revenues to be derived from the operation of any additions or improvements to or extensions of the Facility under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued,

and which Pledged Revenues are not otherwise included in any of the sources of Pledged Revenues described in this subsection (2).

(iii) The estimated Pledged Revenues to be derived from the operation of any additions and improvements to or extensions of the Facility being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

The computation of "annual income available for revenue bond debt service" shall be adjusted to reflect the Facility fees or rents effective on the date of such certificate or approved by the regulatory authority with jurisdiction to become effective thereafter if there has been any change in such rates and charges put into effect or so approved during or after such 12 consecutive month base period.

Notwithstanding the preceding provisions of this subparagraph (2), the certificate referred to above shall not be required if one-half of Pledged Revenues, verified from certain financial statements of the Facility, for a period of any consecutive two out of the three Fiscal Years immediately preceding the issuance and delivery of such Future Parity Bonds, was equal to at least 1.25 times the maximum Annual Debt Service Requirement [REQUIRED TO BE PAID IN ANY FISCAL YEAR SUCCEEDING THE DATE OF ISSUANCE OF SUCH FUTURE PARITY BONDS] on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Further, notwithstanding the preceding provisions of this subparagraph (2), Future Parity Bonds may be issued if the Borough shall have on file a certificate stating that the Pledged Revenues for the next full Fiscal Year after the initial operation of any additions or improvements to or extensions of the Facility being paid for out of the proceeds of the Future Parity Bonds will be at least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued; and that at the time of the issuance of such Future Parity Bonds there is no deficiency in the Debt Service Subaccount or Reserve Subaccount.

B. For the purpose of refunding at or prior to their redemption or maturity, any part or all of the then outstanding Parity Bonds if the issuance of such refunding Future Parity Bonds does not require a greater amount to be paid out of Pledged Revenues for principal and interest over the life of such refunding Future Parity Bonds being refunded, and if the conditions required in subsections (A)(1) and (A)(2) of this section are complied with.

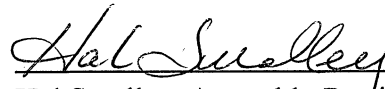
Proceeds of Parity Bonds to be used to fund interest or reserves shall be deposited in the Debt Service Subaccount or the Reserve Subaccount, as the case may be.

**SECTION 8.** That Section 22 of Resolution 2013-072 is hereby amended as follows:

SECTION 22. Loan Agreement and Other Documents. The Finance Director is authorized to enter into a Loan Agreement or Loan Agreements with the Alaska Municipal Bond Bank providing for and relating to the sale of the Bonds to the Alaska Municipal Bond Bank, and the Finance Director is authorized to execute and deliver on behalf of the Borough any other documents reasonably required, including a continuing disclosure undertaking in accordance with Rule 15c-2-12 of the Securities and Exchange Commission.

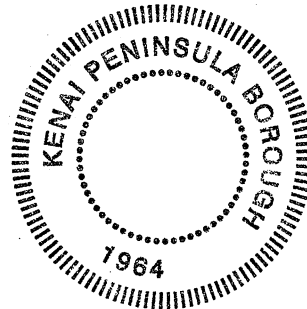
**SECTION 9. Effective Date.** This resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF JANUARY, 2014.**

  
\_\_\_\_\_  
Hal Smalley, Assembly President

ATTEST:

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



Yes: Bagley, Haggerty, Johnson, McClure, Ogle, Pierce, Smith, Wolf, Smalley  
No: None  
Absent: None

Introduced by:	Mayor
Date:	03/19/24
Hearing:	04/02/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-40**

**DEOBLIGATING AND APPROPRIATING SOLID WASTE CAPITAL PROJECT  
FUNDS PREVIOUSLY APPROPRIATED FOR PURCHASE OF A TOOLCAT AT  
CENTRAL PENINSULA LANDFILL TO THE CENTRAL PENINSULA LANDFILL  
BALER BUILDING BOILER REPLACEMENT**

**WHEREAS,** during the FY2024 annual budgetary process, the Assembly appropriated funds of \$150,000 for purchase of a Toolcat for Central Peninsula Landfill of which \$25,802.29 is remaining after completion of the project; and

**WHEREAS,** the Solid Waste Department has completed design of the Central Peninsula Landfill Boiler Replacement Project for funds appropriated in FY2024; and

**WHEREAS,** the Engineer's Estimate for the project is higher than the available funding and the requested deobligated Toolcat project funds of \$25,802.29 will be used to complete boiler project as designed;

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

**SECTION 1.** That up to \$25,802.29 is deobligated from the Central Peninsula Landfill Toolcat Purchase account 411.32122.24494.49999 and appropriated to account 411.32122.24499.49999 to support the Central Peninsula Landfill Boiler Replacement Project and related costs.

**SECTION 2.** That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 3.** This ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \*, 2024.**

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Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Solid Waste Department

### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*

**FROM:** Lee Frey, Solid Waste Director *LF*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** March 7, 2024

**RE:** Ordinance 2023-19-40, Deobligating and Appropriating Solid Waste Capital Project Funds Previously Appropriated for a Toolcat at Central Peninsula Landfill to the Central Peninsula Landfill Baler Building Boiler Replacement (Mayor)

During the FY2024 annual budget process, the Assembly appropriated funds of \$150,000 for purchase of a Toolcat and accessories for Central Peninsula Landfill (CPL). Solid Waste has completed the purchase of this equipment through cooperative purchasing and there is \$25,802.29 remaining in the project.

The Assembly also appropriated funds of \$75,000 for replacement of the boiler in the Baler Building at CPL during the annual FY2024 budgetary process. We have completed design on this project and the Engineer's Estimate is higher than the remaining available funds. We recommend moving the remaining Toolcat funds of \$25,802.29 to this project for successful replacement of the boiler this summer.

This ordinance deobligates and appropriates up to \$25,802.29 from a previously appropriated project in the Solid Waste Capital Project to supplement CPL Boiler Replacement Project.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>411.32122.24494.49999</u>
Amount:	<u>Up to \$25,802.29</u>
By: <i>CJ</i>	Date: <u>3/6/2024</u>

Introduced by:	Mayor, Cox
Date:	02/27/24
Hearing:	04/02/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2024-05**

**AN ORDINANCE AMENDING BOROUGH CODE TO ADD A NEW SECTION OF  
CODE RELATING TO PUBLIC NOTICE REQUIREMENTS AND AMENDING  
VARIOUS SECTIONS OF CODE TO PROVIDE FOR ALTERNATIVE METHODS OF  
PUBLIC NOTICE**

**WHEREAS,** this code amendment ordinance will amend Kenai Peninsula Borough (“KPB”) Code to provide for alternative methods of public notice in instances where Alaska Statutes do not require publication in a newspaper of general circulation; and

**WHEREAS,** alternative public notice methods will serve the public's interests by providing for public notice on platforms that do not require paid subscriptions to access the notice in order to maximize the reach to and diversity of constituents who receive such notices; and

**WHEREAS,** the different methods of notice, as allowed under state law, will provide an alternative, not prohibition, to publishing a notice in a newspaper in instances where state law does not require newspaper publication; and

**WHEREAS,** if future events result in local newspapers' inability to satisfy general circulation requirements, having alternative methods in place will ensure the public receives necessary communications and notices in a manner that is consistent and well-known so that there is no confusion regarding where such notices can be found; and

**WHEREAS,** if this ordinance is enacted, public notices from the KPB will be (1) published in a prominent, consolidated location on the borough's webpage or in a newspaper of general circulation and (2) additionally, the notice will be posted at physical locations or on the KPB's social media platforms; and

**WHEREAS,** sections of code that require notice to be published in a newspaper of general circulation are not changed or impacted by these amendments;

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

**SECTION 1.** That KPB 1.08.040 is amended as follows:

**1.08.040. Definitions and construction and interpretation of terms.**

In the construction of this code, and of all ordinances, the following rules [SHALL]will be observed, unless the context clearly indicates otherwise:

- Q. Published: "Published" or "Publication" means in accordance with KPB 1.08.180 except when state law requires publication in a newspaper of general circulation distributed in the municipality or, if there is no newspaper of general circulation distributed in the municipality, posting in three public places for at least five days.
- [Q]R. Real property: "Real property" and "land" include land, buildings, structures, improvements, and fixtures on the land, and all possessory rights and privileges appertaining to it.
- [R]S. State: The word "state" or "this state" when used in this code [SHALL BE CONSTRUED TO] means the State of Alaska.
- [S]T. Time: Words used in any tense include any other tense unless manifestly inapplicable.
- [T]U. Words and phrases: All words and phrases [SHALL]will be construed and understood according to the common and approved usage of the language; but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

**SECTION 2.** That the KPB Code of Ordinances is hereby amended by adding a new section to be numbered KPB 1.08.180 which shall read as follows:

**1.08.180. Public notice publication requirements.**

- A. All legal notices, public notices, and other advertising published on behalf of the Kenai Peninsula Borough must be by purchase order authorized in accordance with the borough purchasing procedures.
- B. Unless a borough code provision or state law provides otherwise, the following forms of public notice satisfy a publication requirement under borough code:
1. Publication prominently placed on the borough's webpage in a consolidated location; or
  2. Publication in a newspaper of general circulation; and

3. Posting the notice at the borough administration building located at 144 N. Binkley Street, Soldotna, Alaska, at a service area's principal administration building if the notice is specific to a service area, or other public facilities or private facilities that allow for public posting; or
4. Posting the notice on a social media platform regularly maintained and operated by the borough as an official social media account of the Kenai Peninsula Borough.

C. A newspaper of general circulation is defined as a publication that:

1. Is published in newspaper format; and
2. Is distributed at least once a week for at least 50 weeks each year within the affected area as designated in subsection B and C of the section, excluding a period when publication is interrupted by a labor dispute or by a natural disaster or other casualty that the publisher cannot control; and has a total paid circulation or paid distribution of at least 500 copies, or 10 percent of the total population of the affected area as designated by subsections B and C of this section, whichever is less; and
3. Holds a second-class mailing permit from the United States Postal Service;
4. Is not published primarily to distribute advertising; and
5. Is not intended primarily for a particular professional or occupational group.

D. If there is no newspaper of general circulation distributed in the municipality, posting in three public places for at least five days satisfies publication requirements under state law. Other advertising published outside the borough will be published in the appropriate newspapers as determined by the mayor.

**SECTION 3.** That KPB 1.12.040(A) is hereby amended as follows:

**1.12.040. - Publication, posting and public hearing required—Procedure.**

- A. In accordance with AS 29.25.020, at least 5 days before public hearing, a summary of each ordinance will be published in a newspaper of general circulation within the borough. Publication must include notice of the time and place of the public hearing. Publication of the title of the ordinance satisfies this requirement so long as the title fairly summarizes the ordinance. [PUBLICATION SHALL BE BY CAUSING A SUMMARY OF EACH ORDINANCE, AND, WHEN AMENDED AND SUBJECT TO FURTHER CONSIDERATION OR AMENDMENT BY THE ASSEMBLY, A SUMMARY OF ITS AMENDMENTS TO BE PUBLISHED AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE BOROUGH TOGETHER WITH A NOTICE OF THE TIME AND PLACE FOR PUBLIC HEARING. PUBLICATION OF THE TITLE SHALL SATISFY THIS REQUIREMENT WHERE THE TITLE FAIRLY SUMMARIZES THE ORDINANCE. ACCOMPANYING PUBLICATION OF ORDINANCE

SUMMARIES SHALL BE A STATEMENT ADVISING THE PUBLIC THAT, SUBJECT TO LEGAL LIMITATIONS, ORDINANCES MAY BE AMENDED BY THE ASSEMBLY PRIOR TO ADOPTION WITHOUT FURTHER PUBLIC NOTICE. THE HEARING SHALL FOLLOW NEWSPAPER PUBLICATION BY AT LEAST 5 DAYS.]

**SECTION 4.** That KPB 4.10.020 is hereby amended as follows:

**4.10.020. Definitions.**

In this title, unless the context otherwise requires:

[A.] "Borough election" means any election:

1. To fill a borough office;
2. Upon a proposition submitted to the voters under the ordinances of the borough;  
or
3. That the borough is required by law to administer.

[B.] "Borough office" means an elective office under the ordinances of the borough.

[C.] "Clerk" means the clerk of the borough, any properly authorized assistant or designee.

[D.] "Day" means a calendar day including Saturday, Sunday and holidays.

[E.] "Election" includes a regular, special or run-off borough election.

[F.] "Election official" means the borough clerk and members of all election boards.

[G. RESERVED.]

[H.] "Election supervisor" means the borough clerk.

[I.] "Oath" includes affirmation on penalty of perjury.

[J.] "Precinct" means the territory within which resident voters may cast votes at one polling place.

[K.] "Proposition" includes question.

[L. "PUBLICATION" MEANS A NEWSPAPER OF GENERAL CIRCULATION OR POSTING IN PUBLIC PLACES.]

[M.] "Qualified voter" means any person who has the qualifications required by this chapter and is not disqualified under Article V of the Alaska State Constitution.

[N.] "Questioned voter" means a voter whose name does not appear on the register in the precinct where [HE]the voter attempts to vote, a voter who has received an absentee ballot and does not turn it in when voting at [HIS]the voter's precinct on election day, a voter who does not bear identification or is not personally known to an election official though [HIS]the voter's name appears on the precinct register, or a voter who is questioned for good cause at the polls in writing.

[O.] "Regular election" means a general election to fill borough offices as required by Alaska Statutes.

[P.] "Registration" or "registered" refers to the form of registration required by the state election code. For borough elections, a person is registered if registered to vote in state elections in the precinct in which that person seeks to vote 30 days prior to the borough election.

[Q.] "Signature" includes any mark intended as a signature or subscription.

[R.] "Special election" means any election held at a time other than when a regular election is held.

[S.] "Swear" includes "Affirm".

[T.] "Total votes cast" means the total number of votes cast in each seat for candidates whose names are printed on the ballot plus votes properly cast for the same seat in the write-in position(s) of the ballot. Ballots which are counted as blank votes in a particular race and ballots which are counted as over votes in a particular race shall not be added into the total votes in determining the percentage of votes cast.

[U.] "Voter" means any person who presents [HIMSELF]oneself for the purpose of registering to vote or voting, either in person or by absentee application or ballot.

**SECTION 5.** That KPB 17.10.080 is hereby amended as follows:

**4.30.070. - Notice of vacancies.**

At least three days before nominations are open for each regular election, the clerk will provide notice [SHALL PUBLISH IN ONE OR MORE NEWSPAPERS OF GENERAL CIRCULATION IN THE BOROUGH A NOTICE] of offices to be filled at the election in accordance with KPB 1.08.180 and the procedure for filing a declaration of candidacy for the offices.

**SECTION 6.** That KPB 5.04.050 is hereby amended as follows:

**5.04.050. - Budget proposal—Public hearing—Notices required.**

The assembly [SHALL]will set dates for two public hearings on the budget proposal. Notice of the hearings [SHALL]will be published in accordance with KPB 1.12.040[A NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH NOT LESS THAN 1 WEEK BEFORE EACH HEARING] and

on the borough's webpage. The assembly clerk [shall]will electronically send [ALSO CAUSE THE NOTICE TO BE PUBLISHED, SHALL MAIL]a copy to the city clerk of each city in the borough with a request that it be posted on the city [HALL BULLETIN BOARD]webpage.[, AND SHALL ALSO MAIL A COPY TO EACH POST OFFICE IN THE BOROUGH WITH THE REQUEST THAT IT BE POSTED ON THE POST OFFICE LOBBY BULLETIN BOARD].

**SECTION 7.** That KPB 5.08.060 is hereby repealed:

**[5.08.060. LEGAL ADVERTISING.**

- A. ALL LEGAL NOTICES AND OTHER ADVERTISING PUBLISHED ON BEHALF OF THE KENAI PENINSULA BOROUGH MUST BE ORDERED BY PURCHASE ORDER DULY AUTHORIZED, IN ACCORDANCE WITH THE BOROUGH PURCHASING PROCEDURES.
- B. EVERY LEGAL NOTICE OR OTHER ADVERTISEMENT PERTAINING ONLY TO THE CENTRAL PENINSULA AREA WILL BE PLACED IN A WEEKLY OR DAILY NEWSPAPER OF GENERAL CIRCULATION LOCATED IN THAT AREA. LEGAL ADVERTISING THAT PERTAINS ONLY TO THE HOMER AREA WILL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION LOCATED IN THE HOMER AREA; AND LEGAL ADVERTISEMENTS PERTAINING TO THE SEWARD AREA WILL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION LOCATED IN THE SEWARD AREA. LEGAL ADVERTISING THAT PERTAINS ESPECIALLY TO HOMER AND SEWARD AREAS SHALL BE INCLUDED IN LOCAL NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH, EITHER FOR BROADER COVERAGE OF INTERESTED PERSONS, OR IN THE EVENT THAT HOMER AND SEWARD DO NOT HAVE A LOCAL NEWSPAPER.
- C. LEGAL ADVERTISING OF BOROUGH-WIDE SIGNIFICANCE WILL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE BOROUGH.
- D. A NEWSPAPER OF GENERAL CIRCULATION IS DEFINED AS A PUBLICATION THAT:
  - 1. IS PUBLISHED IN NEWSPAPER FORMAT;
  - 2. IS DISTRIBUTED AT LEAST ONCE A WEEK FOR AT LEAST 50 WEEKS EACH YEAR WITHIN THE AFFECTED AREA AS DESIGNATED IN THIS SUBSECTION B AND C OF THE SECTION, EXCLUDING A PERIOD WHEN PUBLICATION IS INTERRUPTED BY A LABOR DISPUTE OR BY A NATURAL DISASTER OR OTHER CASUALTY THAT THE PUBLISHER CANNOT CONTROL; AND HAS A TOTAL PAID CIRCULATION OR PAID DISTRIBUTION OF AT LEAST 500 COPIES, OR 10 PERCENT OF THE TOTAL POPULATION OF THE AFFECTED AREA AS DESIGNATED BY SUBSECTIONS B AND C OF THIS SECTION, WHICHEVER IS LESS;
  - 3. HOLDS A SECOND-CLASS MAILING PERMIT FROM THE UNITED STATES POSTAL SERVICE;
  - 4. IS NOT PUBLISHED PRIMARILY TO DISTRIBUTE ADVERTISING; AND
  - 5. IS NOT INTENDED PRIMARILY FOR A PARTICULAR PROFESSIONAL OR OCCUPATIONAL GROUP.

- E. OTHER ADVERTISING PUBLISHED OUTSIDE THE BOROUGH WILL BE PUBLISHED IN THE APPROPRIATE NEWSPAPERS AS DETERMINED BY THE MAYOR.
- F. FAILURE OF A PUBLISHED LEGAL ADVERTISEMENT TO CONFORM TO A PURCHASE ORDER AS TO REQUIRED DATES OR SEQUENCE OF PUBLICATION OR CONTENT WILL VOID THE PURCHASE ORDER. IN THE EVENT THAT THE BOROUGH INCURS ADDITIONAL COSTS DUE TO A NONCONFORMITY, THE PUBLISHER (OR NEWSPAPER) RESPONSIBLE FOR THAT ADVERTISING WILL BE HELD LIABLE FOR THOSE COSTS.
- G. TYPE SIZE FOR ALL LEGAL ADVERTISEMENTS WILL BE DETERMINED BY THE MAYOR AND SPECIFIED IN ANY REQUESTS FOR PROPOSALS TO PUBLISH.]

**SECTION 8.** That KPB 5.12.350 is hereby amended to read as follows:

**5.12.350. Other taxes and tax liens—Tax liens—Enforcement on personal property—Procedures—Borough attorney authority.**

- B. After the assembly has so specified, a copy of the roll containing the names and total amount due, together with a notice of the date collection actions will commence [SHALL]will be published in accordance in accordance with KPB 1.08.180[THE MANNER PRESCRIBED BY SECTION 5.12.260]. The notice [shall]will specify that if payment is not received by the date included in the published notice, the obligation [SHALL]will be referred to the borough attorney for collection.

**SECTION 9.** That KPB 5.28.210(B) is hereby amended to read as follows:

**5.28.210. Solicitation and acceptance of bids.**

- B. Public notice of the invitation for bids [SHALL]will be made accessible through the borough's website, published at the office of the purchasing officer, and in accordance with KPB 1.08.180 at least [ONCE IN THE NEWSPAPERS OF GENERAL CIRCULATION IN THE BOROUGH] 10 days before the last day on which bids will be accepted. The mayor [SHALL]will determine whether the services or products sought by each individual contract are of a type available from businesses located within the borough, and [SHALL]may cause additional publication of the invitation for bids within each region of the borough where such availability has been determined to exist. The contents of the notice [SHALL]must be sufficient to inform interested readers of the general nature of the supplies, services or construction being procured and the procedure for submitting a bid.

**SECTION 10.** That KPB 5.28.500(C) is hereby amended to read as follows:

**5.28.500. Surplus disposal of tangible property.**

- C. Public notice of the sale by sealed bid or at public auction [SHALL BE PUBLISHED AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH] will be published in

accordance with KPB 1.08.180 at least 10 days before the last day on which bids will be accepted or the auction held. Such notice [shall]will also be posted at the borough purchasing office.

**SECTION 11.** That KPB 5.35.160(B) is hereby amended to read as follows:

**5.35.160. Notice of assessment.**

- B. Within 5 days after the statements are mailed, the finance director shall publish a notice in accordance with KPB 1.08.180 that such assessments have been mailed and that the assessment roll is on file in the office of the borough clerk.

**SECTION 12.** That KPB 14.06.240(B) is hereby amended to read as follows:

**14.06.240. Road decertification.**

- B. *Procedure.* Any road decertification must comply with the following procedures:
2. *Notice and hearing.* A public hearing [shall]will be held before the RSA board regarding decertification. Notice of the hearing will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED ONCE A WEEK FOR FOUR CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH PRIOR TO HEARING WITH THE LAST PUBLICATION APPEARING WITHIN 14 DAYS BEFORE THE HEARING DATE]. A notice of the decertification hearing [SHALL]will also be posted for a four-week period prior to the date of the first hearing at the beginning and ending points of the road proposed for decertification.
  5. *Assembly—Hearing required.* A public hearing [SHALL]will be held before the assembly regarding a decertification recommended by the RSA board that is subject to objections as set forth in KPB 14.06.240(B)(3)(b), in conjunction with consideration of a decertification resolution. Notice of the public hearing [SHALL]will be published in accordance with KPB 1.12.040[A NEWSPAPER OF GENERAL CIRCULATION ONCE A WEEK DURING EACH OF THE TWO CALENDAR WEEKS PRIOR TO THE HEARING].

**SECTION 13.** That KPB 14.10.055 is hereby amended as follows:

**14.10.055. Public hearing and notice required.**

- A. The planning commission [SHALL]will publish a notice stating street names to be changed, time and place of the public hearing, and a contact person. The public notice will be published in accordance with KPB 1.08.180. [SHALL BE PUBLISHED ONCE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE AREA OF THE RENAMED STREET.] Notice [SHALL]will be sent by regular mail to property owners fronting the street to be renamed, as shown on borough tax rolls.

- B. When the name change [ONLY] involves only a change in the suffix, the planning commission will publish a notice in accordance with KPB 1.08.180[SHALL PUBLISH A NOTICE AS PROVIDED IN] this subsection. The notice must provide: (1) a list of all streets with existing suffixes and proposed changes; (2) the time and place of the public hearing and a contact person; and (3) a vicinity map of the affected area. [SHALL CONTAIN A LIST OF ALL STREETS WITH EXISTING SUFFIXES AND PROPOSED CHANGES, AND THE TIME AND PLACE OF THE PUBLIC HEARING AND A CONTACT PERSON. THE NOTICE SHALL INCLUDE A VICINITY MAP OF THE AFFECTED AREA. THE NOTICE SHALL BE PUBLISHED TWICE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE AREA OF THE PROPOSED RENAMED STREET SUFFIX AND POSTED IN A CENTRAL LOCATION UTILIZED BY RESIDENTS AFFECTED BY THE PROPOSED RENAMING. IF PRACTICABLE, PUBLIC SERVICE ANNOUNCEMENTS WILL BE BROADCAST ON LOCAL RADIO STATIONS.]

**SECTION 14.** That KPB 14.40.070(A) is hereby amended as follows:

**14.40.070. Oversize and overweight permits—Size and weight restrictions.**

- A. *Regulation establishment.* If it is determined by the RSA director that oversize and overweight regulations are needed within the road service area, the RSA director shall decide to which rights-of-way the restrictions will apply. The rights-of-way proposed for regulation will be published in accordance with KPB 1.08.180. [SHALL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE BOROUGH AT LEAST ONCE BEFORE IMPOSITION, WITH THE FIRST DATE OF PUBLISHED NOTICE BEING AT LEAST SEVEN DAYS PRIOR TO IMPOSITION. THE NOTICE SHALL BE PUBLISHED TWO ADDITIONAL TIMES IN A NEWSPAPER OR NEWSPAPERS OF GENERAL CIRCULATION WITHIN THE ROAD SERVICE AREA WHILE THE RESTRICTIONS ARE IN PLACE.] The RSA director [SHALL]will provide a report of the restrictions to the service area board prior to or at the next meeting of the road service[D] area board. The RSA board may modify the restrictions. Restrictions for particular rights-of-way remain in place unless modified or discontinued by the RSA director through publication of a notice in a newspaper of general circulation within the road service area. The RSA director may also post individual roads with load limits based on the condition of the road and traffic.

**SECTION 15.** That KPB 14.40.110 is hereby repealed:

**[14.40.110. OVERSIZE AND OVERWEIGHT PERMITS—SIGNAGE.**

THE RSA DIRECTOR MAY POST INDIVIDUAL ROADS WITH LOAD LIMITS BASED ON THE CONDITION OF THE ROAD AND TRAFFIC. POSTING DOES NOT NEGATE THE REQUIREMENT FOR PUBLISHED NOTICE SET FORTH IN KPB 14.40.070(A).]

**SECTION 16.** That KPB 14.40.070(A) is hereby amended as follows:

**16.04.040. Public hearing—Required where—Notice—Assembly authority.**

The assembly or mayor [SHALL]will fix the time and place of a public hearing to consider the necessity for the proposed service area or expanded service area. The place of the public hearing

[SHALL]must be within the boundaries of the area proposed to be established as a service area or an expansion thereof, or in a publicly-owned building in closest proximity to any of the boundaries of the proposed service area, in the event that facilities within the boundaries are not adequate to hold the public meeting. When expansion of a service area is being considered, a public hearing [SHALL]will be held in each area under consideration for expansion. Notice of the hearing will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION IN THE PROPOSED SERVICE AREA OR EXPANDED AREA NOT LESS THAN ONE WEEK PRIOR TO THE HEARING, THE NOTICE OF THE HEARING TO BE POSTED IN EACH POST OFFICE WHICH IS UTILIZED BY THE RESIDENTS OF THE PROPOSED SERVICE AREA OR EXPANDED SERVICE AREA]. After hearing the interested persons favoring or opposing the proposed service area, the assembly may extend or shorten the boundaries of the proposed service area or expansion thereof and may introduce an ordinance at the next regular meeting of the borough assembly to establish the proposed service area or expand an existing service area with whatever boundary changes are made by the assembly as a result of the information received on the petition and at the public hearing. The boundaries of a road service area must consist of one or more election precincts as provided in this chapter. The public hearing provided for in this section may be held by a special committee of less than the whole assembly; provided, that the special committee [SHALL MAKE A] report [OF] its findings and recommendations to the whole assembly at a regular meeting prior to the assembly's action on the proposed service area or expansion thereof. The president of the assembly [SHALL]will appoint the members of the special committee to hold the public hearing at a time and place fixed by the assembly. This section [SHALL] only applies[y] to proposed new service areas and service area expansions for which voter approval is required in either AS 29.35.450 or AS 29.35.490.

**SECTION 17.** That KPB 16.16.030 is hereby amended as follows:

**16.16.030. Board—Meetings—Quorum.**

The board shall meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chairman of the board or by any 2 members upon [1 DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA] twenty-four hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. The attendance of a board member at a meeting constitutes a waiver of notice of the meeting. All meetings are open to the public as provided by law. [IN AS 29.23.580 AND AS 44.62.310 AND IN ACCORDANCE WITH THE POLICIES SET FORTH IN AS 44.62.312. 3] Three board members shall constitute a quorum; however, any action shall require the affirmative vote of [3] three board members.

**SECTION 18.** That KPB 16.20.040 is hereby amended as follows:

**16.20.040. Board—Meetings—Quorum.**

The board shall meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chair of the board or by any two members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in

accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and shall be mailed or telephoned to each board member. All meetings [SHALL BE]are open to the public as provided by law. Three board members shall constitute a quorum; however, an action shall require the affirmative vote of three board members.

**SECTION 19.** That KPB 16.28.030 is hereby amended as follows:

**16.28.030. Board—Meetings—Quorum.**

The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chairman of the board or by any 2 members upon [1 DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]twenty-four hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. The attendance of a board member at a meeting constitutes a waiver of notice of the meeting. All meetings are open to the public as provided by law[IN AS 29.23.580 AND AS 44.62.310 AND IN ACCORDANCE WITH THE POLICIES SET FORTH IN AS 44.62.312]. Three board members shall constitute a quorum; however, any action shall require the affirmative vote of [3]three board members.

**SECTION 20.** That KPB 16.28.040 is hereby amended as follows:

**16.30.040. Board—Meetings—Quorum.**

The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chairman of the board or by any two members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. All meetings are open to the public as provided by law[IN AS 29.23.580 AND AS 44.62.310 AND IN ACCORDANCE WITH THE POLICIES SET FORTH IN AS 44.62.312]. Three board members shall constitute a quorum; however, an action shall require the affirmative vote of three board members.

**SECTION 21.** That KPB 16.41.030 is hereby amended as follows:

**16.41.030. Board—Meetings—Quorum.**

- A. *Regular meetings.* The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board.
- B. *Special meetings.* Special meetings of the board may be called by the chairman of the board or by any three members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in accordance with KPB 1.08.180.

**SECTION 22.** That KPB 16.50.040 is hereby amended as follows:

**16.50.040. Board—Meetings—Quorum.**

The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chair of the board or by any two members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. All meetings [SHALL BE]are open to the public as provided by law. Four board members shall constitute a quorum; however, an action shall require the affirmative vote of four board members.

**SECTION 23.** That KPB 16.80.040(B) is hereby amended as follows:

**16.80.040. Board—Meetings—Quorum.**

- B. *Special meetings.* Special meetings of the board may be called by the chair of the board or by any three members upon [AT LEAST TWO DAYS' NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE BOROUGH AND POSTING NOTICES AT THE BOROUGH ADMINISTRATIVE OFFICES AT 144 N. BINKLEY STREET, SOLDOTNA, ALASKA]24 hour notice published in accordance with KPB 1.08.180. Notice [SHALL ALSO BE MAILED OR ELECTRONICALLY TRANSMITTED]will also be emailed to each board member. The attendance of a board member at a meeting constitutes a waiver of notice of the meeting.

**SECTION 24.** That KPB 17.08.010(B) is hereby amended as follows:

**17.08.010. Authority to dispose of forest resources.**

- B. The mayor [SHALL]may identify harvest areas of at least 40 acres containing commercially valuable amounts of dead and mature timber. Notice of the parcels proposed for salvage or harvest of dead and mature timber [SHALL BE PUBLISHED PER KPB CODE 5.08.060]will be published in accordance with KPB 1.08.180 and [SHALL] inform prospective purchasers of the size, location and other pertinent information about the harvest area. The mayor may request that proposals be submitted by interested parties stating the parcels from which the parties propose to salvage or harvest their timber and the amount which the prospective purchaser would pay to the borough for harvest of timber.

**SECTION 25.** That KPB 17.10.080(H) is hereby amended as follows:

**17.10.080. Classification and reclassification of borough lands.**

- H. Notice of the proposed classification will be published in accordance with KPB 1.08.180. [SHALL BE PUBLISHED TWO TIMES IN A NEWSPAPER OF GENERAL

CIRCULATION IN THE LOCAL AREA IN WHICH THE CLASSIFICATION IS PROPOSED. IN AREAS NOT SERVED BY DAILY NEWSPAPERS, THE NOTICE SHALL BE POSTED IN THE POST OFFICE OF THE IMPACTED COMMUNITY AND SENT TO THE APPROPRIATE ADVISORY PLANNING COMMISSION.] The notice [SHALL]must contain the description of the property to be classified, the general location, proposed classification, where written comments may be submitted, the last date for which written comments may be submitted, and the date, time and location of the planning commission public hearing. [AT THE BEGINNING OF THE NOTICE PERIOD A COPY OF THE NOTICE SHALL BE SENT BY REGULAR MAIL TO ALL OWNERS AND/OR] LEASEHOLDERS OF RECORD OF PROPERTY LOCATED WITHIN A RADIUS OF ONE-HALF MILE OF THE LANDS TO BE CLASSIFIED.] Notice [SHALL]will also be sent to applicable local, state or federal government agencies, advisory planning commissions, all owners and leaseholders of record of property located within a radius of one-half mile of the lands to be classified[and other interested groups]. The public comment period [SHALL]will not be less than thirty (30) calendar days from the date of the first publication of the notice. When land is classified in conjunction with the adoption or implementation of a community land use plan that was adopted as an element of a comprehensive plan, or within a city with a zoning ordinance the classification is excepted from the requirement that public notice be mailed to all owners and[/OR] leaseholders of record property located within a radius of one-half mile of the land to be classified.

**SECTION 26.** That KPB 17.10.110 is hereby amended as follows:

**17.10.110. Notice of disposition.**

Notice of disposition of land sales will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED FOUR TIMES IN THE THIRTY DAY PERIOD IMMEDIATELY PRECEDING THE DATE OF THE SALE]. The last notice of disposition must appear not less than five calendar days prior to the date of disposal. [IN AREAS NOT SERVED BY DAILY NEWSPAPERS, THE NOTICE SHALL BE POSTED IN APPROPRIATE POST OFFICES AND SENT TO APPROPRIATE ADVISORY PLANNING COMMISSIONS.] The notice [SHALL]must contain a brief description of the land, the general location of the land and the terms of the sale as fixed by the assembly by ordinance.

**SECTION 27.** That KPB 17.10.130(F)(2) is hereby amended as follows:

**17.10.130. Conveyance of the land.**

- F. Where the conveyance instrument contains deed restrictions, those restrictions may be modified by:
2. Within 60 calendar days from the date of receipt of the petition, notice of the petition will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED TWO TIMES IN A NEWSPAPER OF GENERAL CIRCULATION IN THE LOCAL AREA IN WHICH THE PROPERTY IS LOCATED. IN AREAS NOT SERVED BY DAILY NEWSPAPERS, THE NOTICE SHALL BE POSTED IN THE POST OFFICE OF THE IMPACTED COMMUNITY AND SENT TO THE APPROPRIATE ADVISORY PLANNING COMMISSION. THE NOTICE SHALL CONTAIN THE DESCRIPTION OF THE

PROPERTY, THE GENERAL LOCATION, PROPOSED RESTRICTION MODIFICATION, WHERE WRITTEN COMMENTS MAY BE SUBMITTED, THE LAST DATE FOR WHICH WRITTEN COMMENTS MAY BE SUBMITTED, AND THE DATE, TIME AND LOCATION OF THE PLANNING COMMISSION MEETING. AT THE BEGINNING OF THE NOTICE PERIOD A COPY OF THE NOTICE SHALL BE SENT BY REGULAR MAIL TO ALL OWNERS AND/OR LEASEHOLDERS OF RECORD OF PROPERTY LOCATED WITHIN A RADIUS OF ONE-HALF MILE OF THE LANDS UNDER PETITION. NOTICE SHALL ALSO BE SENT TO APPLICABLE LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES, ADVISORY PLANNING COMMISSION AND OTHER INTERESTED GROUPS.] The public comment period shall not be less than 30 calendar days from the date of the first publication of the notice.

**SECTION 28.** That KPB 17.10.190(C) is hereby amended as follows:

**17.10.190. Casual use of borough land.**

- C. The mayor may close any and all borough land to casual use by issuing a written order that contains a finding that an emergency exists and a statement of the facts on which the finding is based. The mayor [SHALL PUBLISH]will publish a notice of the location of borough land that the mayor has closed to casual use in accordance with KPB 1.08.180.

**SECTION 29.** That KPB 17.10.250 is hereby amended as follows:

**17.10.250. Definitions.**

In this chapter, unless the context otherwise requires:

- [A.] "Agriculture" means activities that result in products for human or animal use. Agriculture activities may include raising crops, animals, or grazing animals. Agriculture does not include human habitation.
- [B.] "Borough land" means land or interest in land to which the borough holds legal and/or equitable title.
- [C.] "Casual use" means a use of borough land that is nonexclusive and involves only minimal disturbance to the land. Nonexclusive examples of a casual use are hiking, cross country skiing, snow machining, berry picking, hunting, brushing survey lines or trails where roots are not disturbed, livestock drives, and the use of all-terrain vehicles off an established road or right-of-way but on an existing trail. However, hiking trails or consistent use for hiking and establishing hunting camps do not constitute a casual use.
- [D.] "Commercial" means lands suitable for development or location of service oriented facilities such as stores, offices, medical clinics, restaurants, lodges, vehicular service stations, hotels, and camper parks. Lands must be able to support on-[SIGHT]site water and sewer systems or capable of receiving water and/or sewer service, located near public utilities and be in proximity to residential areas.

- [E.] "Date of Sale" means the calendar date for which the sale is scheduled to take place, not the date of closing.
- [F.] "Dedication" means the deliberate grant of land by an owner to the public for any general and public use, with the owner reserving no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted and the borough has formally accepted it.
- [G.] "Easement" means an interest held by one party in land or another whereby the first party is accorded partial use of such land for a specific purpose. An easement restricts but does not abridge the rights of the fee owner to the use and enjoyment of his land.
- [H.] "Emergency" means an unforeseen circumstance which demands immediate action.
- [I.] "Established material site" means those former state permit sites which were transferred to the borough.
- [J.] "Fair market value" means the estimated price that land would bring in an open market and under the then prevailing market conditions in a sale between a willing seller and a willing buyer both conversant with the property and with prevailing general price levels. The borough assessor shall determine fair market value unless the mayor determines in writing that a fee appraiser shall determine fair market value.
- [K.] "Fair market rental value" means the estimated rental price that land would rent for in an open market and under the then prevailing market conditions in a lease between a willing lessor and a willing lessee both conversant with the property and with prevailing general rent levels. The borough assessor shall determine the fair market rental value unless the mayor determines in writing that a fee appraiser shall determine fair market rental value.
- [L.] "Final Decision" or "selected approved" means lands acquired under the borough's general land grant entitlement and have been approved by receipt of a final decision from the State, but patent has not been issued to the borough. Management authority for these lands has been passed from the state to the borough.
- [M.] "General grant land entitlement" means a grant of land pursuant to A.S. 29.65 and also may be referred to as "municipal entitlement land".
- [N.] "Geophysical hazard" includes, but is not limited to, a hazard such as an earthquake, slumping, flooding, erosion, or avalanche.
- [O.] "Government" means lands that may be or are required for use by a federal, state or local governmental entity. Such uses include existing and future school sites; sites for service area facilities; or, any governmental use determined to be beneficial to the public.
- [P.] "Grazing lands" means those lands which in their natural state have the physical and climatic features that make them primarily useful for the pasturing of domestic livestock.

This classification is not exclusive and may overlap any other classification thereby allowing other nonconflicting uses.

- [Q.] "Heavy industrial" means lands suitable for processing chemicals or manufacturing from or extraction of raw materials, stockyards, fish processing plants, distilleries, or uses that may discharge water, create hydrocarbons, excessive noise, odors, danger of explosions, or waste material, making them incompatible with most other land uses. Lands should not be located in or immediately adjacent to residential development; parcels should be of sizes reasonably appropriate to accommodate the activities together with sufficient buffers zones for the activity associated with this class of use. Appropriate access shall be available or feasible without going through residential areas. The lands shall be in a location that is reasonably convenient to conduct the activity.
- [R.] "Institutional" means lands which may be of value for the location of churches, private schools, clubs, associations, nonprofit organizations, cemeteries.
- [S.] "Light Industrial" means lands suitable for industrial uses that generally do not have offensive characteristics and can be conducted primarily inside closed buildings. Such uses may include warehousing, storage inside enclosed areas, and light manufacturing not inside buildings.
- [T.] "License" means permission to do something which without the license would not be allowable. A license does not grant any interest in the land.
- [U.] "Materials" means common varieties of sand, gravel, rock, peat, pumice, pumicite, cinders, clay and sod.
- [V.] "Person" means any person, firm, corporation or partnership.
- [W.] "Preservation" means lands needed for stabilization or maintenance of natural features, historic value, known nesting areas of migratory birds or required to maintain the integrity of certain types of easements or as buffers, green belts, water sheds or other reservations to preserve natural resources and aesthetic qualities. Soils may be of such a nature as to not be usable for construction of buildings.
- [X.] "Public purpose" or "public use" means a present or future purpose or use that will promote the health, safety, morals, general welfare, security, prosperity and happiness or the residents of the borough as a community at large rather than as individuals.
- [Y.] "Public utility" means an agency that is licensed, authorized, and regulated to provide utility services for public use.
- [Z.] "Public utility easement" means a portion of land reserved for the purpose of providing utility services by an agency or public utility.
- [AA.     "PUBLISH" MEANS APPEARING AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION DISTRIBUTED IN THE BOROUGH.

- [BB.] "Qualified appraiser" means a real estate appraiser or firm that employs an appraiser that is in good standing and is certified by the State of Alaska in accordance with AS 08.87.020, AS 08.87.110, and AS 08.02.030. An appraiser who is certified by the Alaska Association of Assessing Officers as an Alaska Certified Assessor/Appraiser. It shall also mean that the appraiser shall hold the appropriate level certification commensurate with the appraisal assignment.
- [CC.] "Recreational" means land located in an area where the potential for recreational use exists. This may include both indoor and outdoor uses such as gun ranges, archery ranges, camping, golf courses, snow machine trails, cross country trails, skiing, boating, fishing or which may provide access to those activities. Recreational does not include use of lands for amusement parks. Site conditions for any authorized use must be appropriate and suited for such uses. Recreational lands disposed of to private parties must allow public use unless specifically waived by ordinance. If recreational lands are for sale or lease then restrictions may be imposed for appropriate uses given conditions and surrounding use. Not all activities are suitable for all sites.
- [DD.] "Residential" means lands suitable for development for single family or multifamily settlement of a permanent nature. Residential parcels may be located adjacent to existing communities or are determined to be necessary for future community development. Residential parcels must be able to support on-site water and sewer systems or capable of receiving water and/or sewer service, have legal access and feasible physical access, suitable terrain and appropriate with the given surrounding uses.
- [EE.] "Resource" as used in this chapter means sand, gravel, timber, peat, turf, soil, rock, shale, water, or such other natural material having value.
- [FF.] "Resource development" means land containing resources of sufficient volume and quality and located so that on-going development or production of those resources would yield an overall net economic return. Lands so classified may be sold or leased subject to appropriate restrictions concerning operations or future reclamation. Lands so classified may be retained by the borough and resources on those lands may be sold or permitted for use.
- [GG.] "Resource management" means land having resources which may be extracted as an interim use in manner which will not create a negative impact on the most appropriate use of the land. This classification is not exclusive and may overlap any other classification thereby allowing other non-conflicting uses. Resources on these lands may be sold or permitted for use.
- [HH.] "Rural" means lands which are located in a remote area. This classification will have no restrictions.
- [II.] "Short term lease" means the lease of borough land for a period not to exceed five years.

[JJ.] "Subdivision":

1. Means the division of a parcel of land into two or more lots or other division for the purpose of sale or building development, includes resubdivision, and relates to the process of subdividing or to the land subdivided.
2. Does not include cadastral plats, cadastral control plats, open-to-entry plats, or remote parcel plats created by or on behalf of the state regardless of whether these plats include easements or other public dedications.

[KK.] "Temporary use" means a use of borough land that is either exclusive or nonexclusive, but the use is not pursuant to an authorized lease, easement, extraction license, or commercial sale of borough sand, gravel, or green wood timber sources. Examples of a temporary use are the use of borough land for temporary access or a construction easement, one day only events, staging areas, or annual civic events.

[LL.] "Trespass" means the unauthorized use or possession of borough land.

[MM.] "Unapproved selection" or "unapproved lands" means those lands selected under the borough's general land grant entitlement for which approval has not been obtained from the State.

[NN.] "Unintentional trespass" means the inadvertent location of a structure on borough land.

[OO.] "Utility/transportation" (not including oil and gas and electricity generation or production facilities) means lands which may be of value for airports, port and harbor facilities, power lines, pipelines, utility services, rights-of-way, easements and related activities but does not include general and production facilities for oil and gas and electricity.

[PP.] "Waste handling" means land with suitable characteristics and location for the express purpose of providing facilities to handle solid waste, recyclable materials, transfer stations, junked or wrecked vehicles, demolition refuse, septic and sewage waste and industrial waste. Disposal or use of any tract so classified will be subject to determination of the tract being suitable for a particular proposed activity.

**SECTION 30.** That KPB 17.50.040 is hereby amended as follows:

**17.50.040. Notice of forest resource disposal.**

The mayor or designee [SHALL GIVE]will publish notice for disposal of forest resources in accordance with KPB 1.08.180[BY CONTRACT BY LEGAL ADVERTISEMENT PUBLISHED ONCE IN A PUBLICATION OF GENERAL CIRCULATION IN THE BOROUGH]. Public notice [SHALL]will be

advertised a minimum of 30 days prior to the disposal of forest resources and [SHALL]will include the following:

- A. Type of contract;
- B. Location of proposed disposals;
- C. Minimum acceptable bid, if applicable;
- D. Method of bidding;
- E. Time and place of bidding;
- F. Duration of contract; and
- G. Location of detailed information on the disposal

**SECTION 31.** That KPB 20.10.100 is hereby amended as follows:

**20.10.100. Notice; Public Hearing.**

- A. Notice of any public hearing required under this title shall be given in accordance with this section.
- B. Required forms of notice are as follows:
  - 1. Publication in a newspaper of general circulation in the borough prior to the public hearing or, if there is no newspaper of general circulation distributed in the municipality, posting in three public places for at least five days.
  - 2. Notices [SHALL]will be mailed at least 14 days before the public hearing to all record owners of property within a distance of [600]300 feet of the exterior boundary of the property that is the subject of the application or hearing. All notices [SHALL]will be mailed to the record owner at the address listed in the current property tax record of the borough assessor.
  - 3. Notice of the public hearing will also be posted on the borough's webpage [MUST BE POSTED ON THE BOROUGH PLANNING DEPARTMENT'S WEBSITE] and posted on the planning department's bulletin board located at 144 N. Binkley Street, Soldotna, Alaska.
  - 4. The planning director may direct that additional notice of the public hearing be given. The planning commission, at its discretion, may also direct additional notice of the public hearing be given. However, the failure to give such additional notice shall not affect the validity of any proceeding under this title.

**SECTION 32.** That KPB 20.90.010 is hereby amended as follows:

**20.90.010. Definitions generally.**

In this title, unless otherwise provided, or the context otherwise requires, the following definitions shall apply.

"Agenda" means the list of items to be considered by the planning commission or plat committee, in the order in which they are to be taken up, and includes the time and location of the meeting; THE AGENDA ALSO SERVES AS PUBLIC NOTICE, PUBLISHED IN LOCAL PAPERS AND ONLINE, AND POSTED IN PUBLIC LOCATIONS.]

**SECTION 33.** That KPB 20.90.010(A) is hereby amended as follows:

**21.04.020. Notification of proposed zoning district creation or change and hearing.**

- A. When a public hearing is to be held by the Assembly concerning the creation, amendment, or abolishment of a zoning district other than the rural district, a notice containing the following information shall be published in accordance with KPB 1.12.040 and posted on the borough's webpage[AT LEAST TWICE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE SUBJECT ZONING DISTRICT DURING EACH OF THE TWO CALENDAR WEEKS PRIOR TO THE PUBLIC HEARING DATE]. Additionally, a copy of the notice will be mailed to all real property owners of record whose property is located in the specific district where the district boundaries overlaying that property are proposed to be created, amended, or abolished. If the subject district is an overlay district this notice by mail requirement will not apply to owners of property in other districts that are not located in the subject overlay district.

**SECTION 34.** That KPB 21.11.020(A) is hereby amended as follows:

**21.11.020. Public hearing notice.**

- A. Notice of the public hearing will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED AT LEAST TWICE IN A PAPER OF GENERAL CIRCULATION WITHIN THE CITY. THE NOTICE SHALL BE PUBLISHED DURING EACH OF THE 2 CALENDAR WEEKS PRIOR TO THE PUBLIC HEARING DATE].

**SECTION 35.** That KPB 21.25.060 is hereby amended as follows:

**21.25.060. Notice.**

Notice of the pending application will be published in accordance with KPB 1.08.180 and sent by regular mail to all owners and leaseholders of record of property located with a radius of one-half mile of the subject property [SHALL BE PUBLISHED TWO TIMES IN A NEWSPAPER OF GENERAL CIRCULATION IN THE LOCAL AREA IN WHICH THE LAND USE IS PROPOSED. THE NOTICE SHALL ALSO BE POSTED IN THE POST OFFICE(S) OF THE IMPACTED COMMUNITY. AT THE BEGINNING OF THE NOTICE PERIOD A COPY OF THE NOTICE SHALL BE SENT BY REGULAR MAIL

TO ALL OWNERS AND/OR LEASEHOLDERS OF RECORD OF PROPERTY LOCATED WITH A RADIUS OF ONE-HALF MILE OF THE SUBJECT PROPERTY]. The notice shall contain a description of the proposed location, the type of proposed land use, the applicant's name, where written comments may be submitted, the last date for which written comments may be submitted, and the date, time and location of the public hearing.

**SECTION 36.** That KPB 22.10.030 is hereby amended as follows:

**22.10.030. Advertisement and selection.**

- A. The assembly president, upon being informed of the vacancy of the borough clerk, [SHALL CAUSE ANNOUNCEMENTS OF THE VACANCY TO BE PUBLISHED AT LEAST ONCE IN EACH NEWSPAPER WITHIN THE BOROUGH AND OTHER MAJOR NEWSPAPERS AND SHALL] will publish notice of the vacancy in accordance with KPB 1.08.180 and give notice to the Alaska Municipal League, stating in summary the qualifications for appointment, the salary range, and the time and manner of making application for the position.

**SECTION 37.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2024.**

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Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Legal Department

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*

**FROM:** Sean Kelley, Borough Attorney *SK*

**DATE:** February 15, 2024

**RE:** Ordinance 2024-05, Amending Borough Code to Add a New Section of Code Relating to Public Notice Requirements and Amending Various Sections of Code to Provide for Alternative Methods of Public Notice (Mayor)

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This code amendment Ordinance will amend Kenai Peninsula Borough (“KPB”) Code to provide for alternative methods of public notice in instances where Alaska Statutes do not require publication in a newspaper of general circulation. These amendments will add flexibility to public notice requirements but will not mandate that any department or service area change current practices. The code changes do not prohibit continued publication in a newspaper; rather, the amendments provide for alternatives to newspaper publication in certain instances and are aimed to reach a diverse constituency within the KPB.

This Ordinance will add a new section of code, KPB 1.08.180. This change moves provisions of current KPB 5.08.060 relating to legal advertising under the KPB's general provisions chapter and then repeals KPB 5.08.060. In addition, KPB 1.08.180 includes a new subsection B relating to acceptable forms of public notice. Subsection B states that unless a code provision or state law provides otherwise, a publication requirement under borough code is satisfied through the following methods of notice:

1. Either, publication prominently placed on the borough's webpage OR publication in a newspaper of general circulation; and
2. Posting the notice at the borough administration building, at a service area's principal administration building if the notice is specific to a service area, other public facilities or private facilities that allow for public posting OR posting the notice on a social media platform regularly maintained and operated by the borough as an official social media account of the Kenai Peninsula Borough.

Such notice ensures publication – either on the borough's webpage or in a newspaper – and public posting – either at a prominent building location or on one of the borough's social media platforms – of all public notices.

A comparison table of publication requirements in KPB code and State law is attached.

Your consideration is appreciated.

Comparison Table of Publication Requirements in KPB Code		
Section of KPB Code	Required under State Law?	Amended by this Ordinance to provide for alternative notice methods in accordance with new KPB 1.08.180 public notice requirements section?
KPB 1.12.040 (ordinance public hearing notice)	Yes (AS 29.25.020)	No – but this section is amended to reference requirement under AS 29.25.020.
KPB 4.10.020 (definition for publication)	No	Yes
KPB 4.10.060(A) (Notice of Election)	No	No
KPB 4.10.060(C) (Notice of Run-Off Election)	Yes (AS 29.26.060)	No
KPB 4.10.060(D) (Notice of bonded indebtedness)	Yes (AS 29.47.190)	No
KPB 4.30.070 (Notice of vacancies)	No	Yes
KPB 4.60.030 (Ballot tabulator tests and security)	No	Yes
KPB 4.120.030 (Notice of Election)	No	No
KPB 4.130.140 (Initiative election)	Yes (AS 29.26.170)	No
KPB 5.04.050 (budget proposal)	No	Yes – not to provide alternative to posting but other amendments are proposed
KPB 5.08.060 (legal advertising)	No	Yes – this is moved to the new KPB 1.08.180 with changes. (repealed)
KPB 5.12.240 (PTX – distraint and sale)	Yes (AS 29.45.310)	No
KPB 5.12.260 (Foreclosure list)	Yes (AS 29.45.330)	No
KPB 5.12.320 (foreclosure lands for sale)	No	No – AS 09.35.140 requires notice of sale on execution before sale of property so while AS 29.45. does not specifically require, it's probably a best practice to keep
KPB 5.12.350 (PTX – enforcement)	No	Yes
KPB 5.28.210 (Solicitation and acceptance of bids)	No	Yes
KPB 5.28.500 (Surplus disposal)	No	Yes
KPB 5.35.125 (USAD – ordinance of appropriation)	Yes (AS 29.46.030(C))	No

<b>Comparison Table of Publication Requirements in KPB Code</b>		
<b>Section of KPB Code</b>	<b>Required under State Law?</b>	<b>Amended by this Ordinance to provide for alternative notice methods in accordance with new KPB 1.08.180 public notice requirements section?</b>

KPB 5.35.150 (USAD ordinance of assessment)	Yes (AS 29.46.020)	No
KPB 5.35.160 (USAD – Notice of assessment)	Yes (AS 29.46.080)	No
KPB 12.08.080 (Notice to owners and lienholders)	Yes (AS 28.11.040)	No
KPB 14.06.240 (Road decertification)	No	Yes
KPB 14.10.055 (street names public hearing)	No	Yes
KPB 14.31.090 (RIAD – resolution to form)	Yes (AS 29.46.020-.030)	No
KPB 14.31.130 (RIAD – Notice of assessment)	Yes (AS 29.46.080)	No
KPB 14.31.100 (RIAD ordinance levying assessments)	Yes (AS 29.46.020)	No
KPB 14.40.070 (Size and weight restrictions)	No	Yes
KPB 14.40.110 (Signage)	No	Yes - repealed
KPB 16.04.040 (Public hearing service area formation or change)	No	Yes
KPB 16.16.030 (NPRSA – board meetings)	No	Yes
KPB 16.20.040 (KESA – board meetings)	No	Yes
KPB 16.28.030 (BCFSA – board meetings)	No	Yes
KPB 16.30.040 (CES – board meetings)	No	Yes
KPB 16.41.030 (RSA – board meetings)	No	Yes
KPB 16.50.040 (SRSA – board meetings)	No	Yes
KPB 16.80.040 (EPHESA – meetings)	No	Yes
KPB 17.08.010 (Forest resources disposal)	No	Yes
KPB 17.10.080 (Classification [KPB Lands])	No	Yes
KPB 17.10.110 (notice of disposition [KPB lands])	No	Yes

<b>Comparison Table of Publication Requirements in KPB Code</b>		
<b>Section of KPB Code</b>	<b>Required under State Law?</b>	<b>Amended by this Ordinance to provide for alternative notice methods in accordance with new KPB 1.08.180 public notice requirements section?</b>
KPB 17.10.130 (Conveyances of land – deed restrictions)	No	Yes
KPB 17.10.190 (Casual use)	No	Yes
KPB 17.10.250 (Definitions)	No	Yes
KPB 17.50.010 (forest management plan)	No	No
KPB 17.50.040 (Forest resource disposal)	No	Yes
KPB 20.10.110	Yes (AS 29.40.130)	Yes – not alternative but other amendments proposed.
KPB 20.90.010	No	Yes
KPB 21.04.020	No	Yes
KPB 21.11.020	No	Yes
KPB 21.25.060	No	Yes
KPB 22.10.060	No	Yes

Introduced by:

Mayor

Date:

04/02/24

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2024-011**

**A RESOLUTION APPROVING TWENTY-SIX UNINCORPORATED COMMUNITIES  
FOR PARTICIPATION IN THE STATE’S FISCAL YEAR 2025 COMMUNITY  
ASSISTANCE PROGRAM**

**WHEREAS,** the Community Assistance Program (“CAP”) as governed by AS 29.60.865 and 3 AAC 180.010 require the assembly of a borough or a unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the CAP eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

**WHEREAS,** the unincorporated communities have either a Native Village Council or unincorporated non-profit entity within its boundaries that will agree to receive and spend the CAP payment for the public benefit of the unincorporated community; and

**WHEREAS,** AS 29.60.879(1) defines a community as a place in the KPB that is not incorporated as a municipality, that is not a reserve, and in which 25 or more individuals reside as a social unit; and

**WHEREAS,** at least three of the following required services—fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue—are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying Native village council or incorporated nonprofit entity or are substantially paid for by residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the Borough; and

**WHEREAS,** AS 29.60.865(a) requires that eligible Native village councils must be willing to waive immunity from suit for claims arising out of activities of the council related to the payment;

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

**SECTION 1.** That the Assembly hereby determines that the following 26 unincorporated communities and their respective Native village council or incorporated nonprofit entities are eligible for funding under the State’s fiscal year 2025 Community Assistance Program:

UNINCORPORATED COMMUNITY	POSSIBLE COMMUNITY RECIPIENT
Anchor Point	Anchor Point Public Library Anchor Point Food Pantry Anchor Point Senior Citizens Inc Anchor Point Safewater Association Anchor Point Cemetery Anchor Kings Wrestling Anchor Point Chamber of Commerce Anchor Point FVW
Bear Creek	Bear Creek Fire & EMS
Cohoe	Boys & Girls of the Kenai Peninsula
Cooper Landing	Cooper Landing Community Club
Crown Point	Moose Pass Volunteer Fire & EMS
Diamond Ridge	Homer Cycling Club Homer Trails Alliance Kachemak Emergency Services Member Association Kachemak Nordic Ski Club Kachemak Ski Club Snomads Inc
Fritz Creek	Kachemak Nordic Ski Club Kachemak Emergency Services Member Association McNeil Canyon Elementary School Community Council, Inc Snomads Inc
Funny River	Funny River Chamber of Commerce
Hope	Hope Inc
Kachemak Selo	Village of Kachemak Sela Water Co Inc
K-Beach	Cook Inlet Aquaculture Association Kenai Peninsula Food Bank Love Inc Bridges dba Peninsula Spay/Neuter Fund Tsalteshi Trails Association Kenai Peninsula Animal Lovers Rescue
Kasilof	Kasilof Regional Historical Association Kasilof-Cohoe Cemetery Association Back Country Horsemen of Alaska
Lowell Point	Lowell Point Community Council
Moose Pass	Moose Pass Volunteer Fire Co (Crown Point Unit)

UNINCORPORATED COMMUNITY	POSSIBLE COMMUNITY RECIPIENT
	Moose Pass Chamber of Commerce and Visitor Bureau Moose Pass Sportsmen's Club
Nanwalek	Project GRAD Chugachmiut, Inc
Nikiski	Nikiski Senior Center

**SECTION 2.** That this resolution is effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF APRIL 2024**

\_\_\_\_\_  
Brent Johnson, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Grants Administration

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Elizabeth Hardie, Grants Administrator & Community Liaison *EH*

**DATE:** March 21, 2024

**RE:** Resolution 2024-011, Approving Twenty-Six Unincorporated Communities for Participation in the State's Fiscal Year 2025 Community Assistance Program (Mayor)

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The Community Assistance Program provides state funding for unincorporated communities to complete public projects or services through nonprofit or tribal entities that agree to be the fiduciary.

The KPB is required to annually evaluate the eligibility of unincorporated communities, ensuring that the communities meet the required program regulations as outlined in the Alaska Administrative Code and the Alaska Statutes Title 29.

The eligibility requirements are generally available to all residents of the community:

1. Minimum population of 25 persons
2. Must provide three of the seven services below:
  - a. Fire protection
  - b. Emergency medical services
  - c. Water/Sewer
  - d. Solid waste management
  - e. Public road/ice road maintenance
  - f. Public health
  - g. Search & rescue
3. Native or unincorporated nonprofits within the community must be willing to be the fiscal agent and provide the program or product(s) to the public.

This resolution will recognize twenty-six unincorporated communities and entities eligible to participate in the FY2025 Community Assistance Program, which must be submitted with the KPB's application to the State of Alaska. The estimated amount to be allocated to each community is undetermined at this time.

The Grants Administrator & Community Liaison will oversee the program.

Your consideration is appreciated.

Introduced by: Ecklund  
Date: 04/02/24  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2024-014**

**A RESOLUTION SUPPORTING A DEMONSTRATION PROJECT TO STUDY  
POSSIBLE BENEFITS OF USING HEAT PUMPS IN REMOTE SCHOOLS AND  
RECOMMENDING THAT THE ADMINISTRATION PURSUE POTENTIAL PROJECT  
GRANT FUNDING AND INCLUDE PROJECT FUNDING IN THE FY25 BUDGET**

**WHEREAS,** the Kenai Peninsula Borough (“KPB”) Resilience & Security Advisory Commission (“RSAC”) has recommended that the KPB pursue "at least one demonstration project to assist the KPB School District staff in understanding the operation and maintenance of heat pumps for future integration into the schools"; and

**WHEREAS,** the RSAC recommendation memorandum contains information regarding potential grant funding opportunities; and

**WHEREAS,** a demonstration project at one or more schools will provide necessary data to understand the energy efficiency and cost savings; and

**WHEREAS,** cold climate air source heat pumps can provide significant heating cost savings for Kenai Peninsula Borough schools that are heated with fuel oil and propane;

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

**SECTION 1.** That the Assembly supports projects at one or more remote KPBSD schools to understand and study possible benefits of using heat pumps in schools. The Assembly recommends the KPB Administration pursue potential funding opportunities for this project and to include project funding in the FY25 budget.

**SECTION 2.** That this resolution is effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF APRIL, 2024.**

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Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Assembly

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## MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**FROM:** Cindy Ecklund, Assembly Member *CE*

**DATE:** March 21, 2024

**SUBJECT:** Resolution 2024-014, Supporting a Demonstration Project to Study Possible Benefits of Using Heat Pumps in Remote Schools and Recommending the Administration Pursue Potential Project Grant Funding and Include Project Funding in the FY25 Budget (Ecklund)

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On November 14, 2023, the Kenai Peninsula Borough (KPB) Resilience & Security Advisory Commission (RSAC) recommended that the KPB pursue "at least one demonstration project to assist the KPB School District staff in understanding the operation and maintenance of heat pumps for future integration into the schools." The memorandum contains additional recommendations and information and I would encourage everyone to read through RSAC's memorandum, which accompanies this Resolution with relevant portions highlighted for convenience.

Central to the RSAC's heat pump project recommendation is information that funding opportunities may be available through the Climate Pollution Reduction Grants, administered by the U.S. Environmental Protection Agency, as well as other potential grant funding opportunities.

This Resolution supports pursuing a demonstration project to install a single air source heat pump to heat a large space, such as a school gym, to better understand the possible benefits of such projects for energy efficiency and cost saving purposes.

Your consideration is appreciated.

# Kenai Peninsula Borough

## Resilience & Security Advisory Commission

### MEMORANDUM

**TO:** Peter Micciche, Borough Mayor  
**CC:** Marcus Mueller, RSAC Staff Liaison  
Kevin Lyon, Planning and Operations KPBSD  
Cindy Ecklund, RSAC Assembly Liaison  
Michele Turner, Borough Clerk  
Robert Ruffner, Planning Director

**FROM:** Scott Waterman, Resilience & Security Advisory Commission Chair

**DATE:** November 14, 2023

**RE:** Suggestions for activities for US EPA Climate Pollution Reduction Grants

Funding opportunities for a heat pump pilot program, energy efficiency measures, and the landfill gas project could be available through the Climate Pollution Reduction Grants administered by the U.S Environmental Protection Agency. The Alaska Municipal League and the Alaska Dept. of Environmental Conservation are working with local governments on a state-level plan required by the grant. In its meetings with the Alaska Municipal League, the borough should advocate for the inclusion of the projects outlined in this memo, which would make the borough eligible to begin seeking funding for them in spring 2024.

"The Kenai Peninsula Borough Assembly created the Resilience and Security Advisory Commission via Ordinance 2020-25, which states "the commission will advise the administration and assembly on developing sustainability solutions for the Kenai Peninsula Borough to promote the economic security, safety, self-reliance, and wellbeing of its inhabitants."

This memo outlines three possible avenues for grants under this funding opportunity. These are:

- 1) Add Heat pumps: Adding heat pumps to the common areas of three remote schools currently barging and trucking in expensive propane.
- 2) Efficiency in Schools: explore efficiency measures in borough-funded schools. The graph included in this memo outlines high use - high energy cost schools likely to produce the greatest opportunities for energy and cost savings.
- 3) Collect Landfill Gas: the collection and use of landfill gas at the central peninsula landfill. would avert both expenses for borough tax payers and carbon emissions.

#### Add Heat Pumps

Cold climate air source heat pumps can provide significant heating cost savings for Kenai Peninsula Borough schools that are heated with fuel oil and propane. Nanwalek, Seldovia and Port Graham are three high cost - high use schools. Other schools in areas not supplied with natural gas may also benefit from this type of measure.

The RSAC recommends pursuing at least one demonstration project to assist the KPB School District staff in understanding the operation and maintenance of heat pumps for future integration into the schools. The paper also explores potential funding sources for financing the heat pump installations.

Though heat pump technology is not new, improvements over the past 10 years made the technology in cold climates a viable option for space heating. New cold climate testing standards and certifications have improved the ability to model the performance of heat pumps in cold climates. Alaska southcentral coastal regions with modest winter temperatures can achieve higher heat pump efficiencies, thus greater potential savings to investment, than colder more interior regions. These include the communities of Homer, Seldovia, Port Graham, Nanwalek and Seward as prime candidates for heat pumps at this time. MoosePass, Cooper Landing, and Tyonek may be future candidates for this technology

The economics of displacing heating oil or propane from existing boilers with heat pumps will vary depending upon the percent of heating fuel to be displaced. Targeting a displacement of 80% - 90% of the heat load will likely result in the highest return on the heat pump investment. This would assume the existing fuel burning boilers are maintained. In an attempt to achieve 100% of the design heat load will require substantially more investment, with a potential lower return on investment than implementing other energy saving measures available. Adding additional heat pump capacity in the future should be considered in the process.

Utilizing a heat pump calculator developed for Alaska, (<https://heatpump.cf/>) a sample modeling of the economics of utilizing heat pumps in the Port Graham School is provided. Port Graham was selected as it appears to have one of the highest energy costs per square foot of the non-natural gas heated schools. Schools such as Sedovia, Port Graham and Nanwalek utilize propane as a heating fuel source offering even greater cost savings over oil heated schools. Factors such as, logistics of travel and other related issues have not been fully addressed in this paper. Thus, Port Graham was somewhat arbitrarily selected to be evaluated, though the economics are very favorable to all the non-natural gas heated schools within the Kenai Borough.

Analyzing the energy cost between an efficient heat pump (HSPF 11) assuming an electric rate at \$0.25/kWh and both propane and heating oil at \$5.50/gallon for the S. Kachemak Bay schools, estimates the heat pump will require 9 kWh to displace one gallon of propane, and 13 kWh to displace one gallon of heating oil.

Estimated Savings per gallon of are as follows:

Propane :  $\$5.50/\text{gal} - (9\text{kWh} \times \$0.25/\text{kWh}) = \$3.25$  per gallon propane displaced

Heating oil :  $\$5.50/\text{gal} - (13\text{kWh} \times \$0.25/\text{kWh}) = \$2.25$  per gallon of heating oil displaced.

Many, if not all, of the schools were audited over 10 years ago through the Alaska Housing Finance Corporation (AHFC) energy audit programs. To assist in promoting heat pumps in these schools, RSAC has reached out to AHFC and has expressed an interest in providing follow-up energy audits of these schools with an emphasis on utilizing heat pumps to displace heating oil and propane. These updated on-site audits will provide a more accurate assessment than provided in this brief paper. Timing of such follow-up energy audits is unknown at this time. It should be noted the economic analysis provided in this paper clearly demonstrates the huge potential of savings by utilizing heat pumps and strongly supports moving forward with a demonstration project without waiting for updating the school energy audits.

#### Assumptions:

From the dated available energy audit information and more recent info from the Borough for the Port Graham School, the heat pump savings analysis assumed a fuel use of 12,000 gallons of propane per year. Conventional 80% gas boilers, with a total school heating design load of 350,000 Btu/hr heating and 12,568 square feet were assumed. The Port Graham school gym is estimated to consume 4000 gallons of propane per year for space heating for this simple analysis.

A single air source heat pump was selected to provide 80%-90% of the heating requirements of the school gym. The heat pump model LG LMU480HHV was selected for the analysis. This model is listed as meeting the EnergyStar Cold Climate Heat Pump requirements, providing some assurance they have been designed and tested for cold outdoor temperatures. Dozens of other makes and models are available and may meet or exceed the efficiency and cold weather performance of the sample model chosen for this analysis.

#### Cost:

The estimated cost of installing the single 4-ton air source heat pump with two indoor heads in Port Graham is unknown at this time. The estimated cost for installing the unit in Seward AK, with the local heat pump installer would likely be in the \$8,000 - \$10,000 range. A cost of \$15,000 was used for the installation in Port Graham for this analysis. This does not include any outside engineering or project management costs as the project is relatively simple.

#### Possible other sources of financing:

HEA - Line of Credit Program. (Up to \$10,000, 5yr, 8%)

HEA - Heat Pump Rebate Program (\$1000)

Dept of Energy - Renew America's Schools Grant, FY2024 funding to be announced

RESP - Rural Energy Savings Program USDA-Rural Development

Utility On-bill payment programs - HEA? SES?

Legislative Financing

Green Bank

The Kenai Borough School District should be eligible for a \$10,000 HEA Line of Credit Loan, along with the \$1000 rebate for the demonstration project. The additional cost over the \$10,000 loan could come from the first year fuel cost savings or in-kind installation assistance. A proposal to the HEA Board of Directors for additional loan fund opportunities should be considered as the installation of heat pumps in their service area will result in a substantial benefit in additional sales to the utility.

#### Efficiency in Schools

The Kenai Peninsula Borough school district spends around \$5.5 million per year to heat and power school buildings, around \$750 per student. Energy efficiency measures could lower these costs, without impacting instruction. Borough schools vary widely in their energy efficiency (measured in cost per square foot), suggesting that there is substantial room for improvement, and savings, in the worse performing schools.

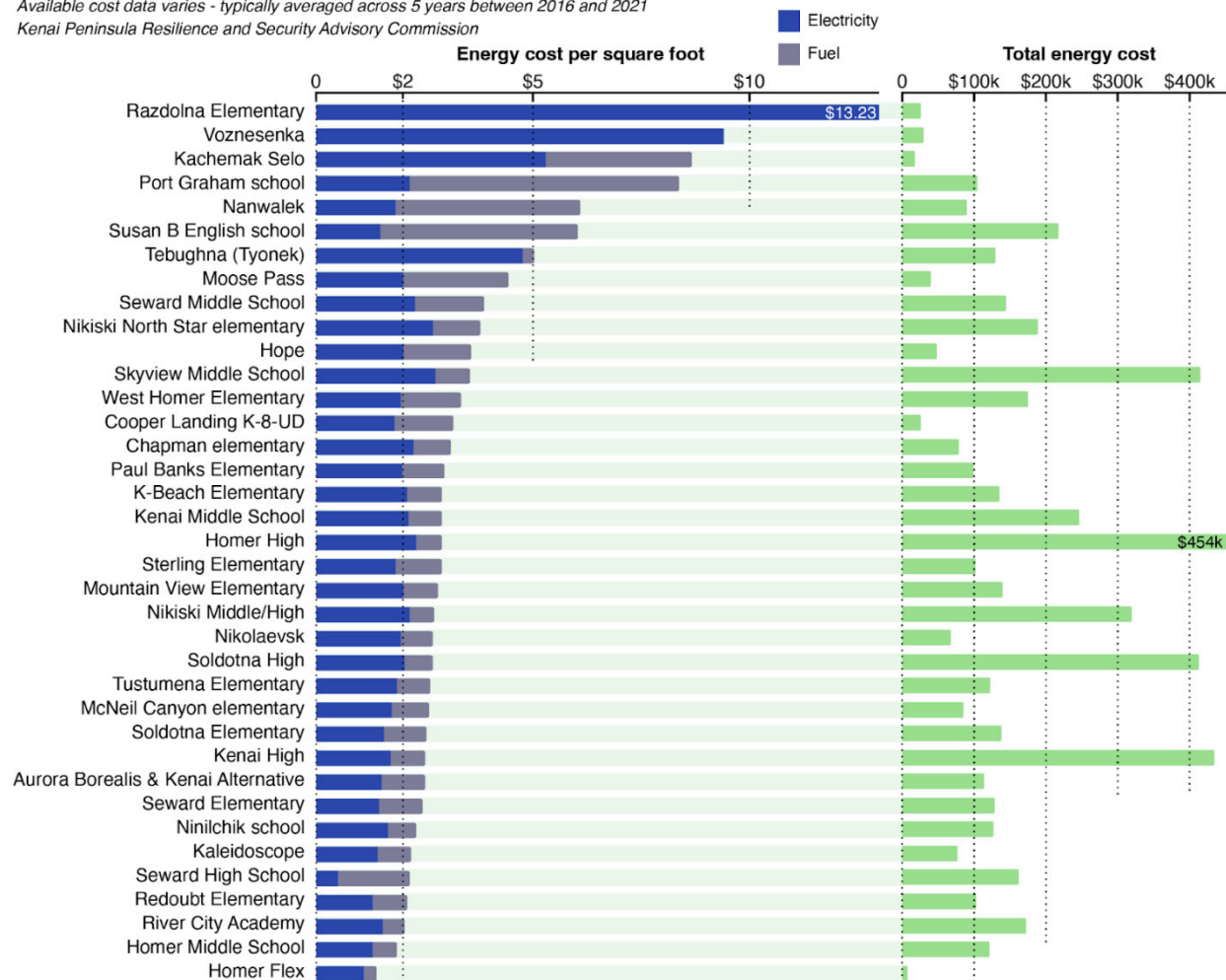
There are near-term grant opportunities that could fund some of these improvements, and the Borough should work quickly to take advantage of them. Funding opportunities for a heat pump pilot program, and energy efficiency measures could be available through the Climate Pollution Reduction Grants administered by the U.S Environmental Protection Agency. The Alaska

Municipal League and the Alaska Dept. of Environmental Conservation are working with local governments on a state-level plan required by the grant. In its meetings with the Alaska Municipal League, the borough should advocate for the inclusion of these projects, which would make it eligible to begin seeking funding for them in spring 2024. Heat pumps and efficiency measures in borough-funded schools would avert both expenses for borough tax payers and carbon emissions. The CPRG program may be a cost-effective way to realize these benefits.

#### Energy cost for Kenai Peninsula Schools

Available cost data varies - typically averaged across 5 years between 2016 and 2021

Kenai Peninsula Resilience and Security Advisory Commission



#### \$8.50 - \$13.50 per square foot. 1% of total district energy costs:

The highest costs per square foot appear to be in Razdolna, Vosnesenska, and K Selo. However, these school buildings are extremely small, and the energy costs may reflect additional satellite buildings not included in the square footage data. The actual budget impact of these schools' energy use is small.

#### \$5.00 - \$8.50 per square foot. 10% of total district energy costs:

Next are a series of remote off-road-system schools in Port Graham, Nanwalek, Seldovia (Susan B. English), and Tyonek (Tebughna). Costs in these schools are driven largely by expensive heating fuel (propane or oil), and fuel transportation costs. The larger size of these schools make this a more significant piece of the budget. Susan B. English has the 7th highest energy costs in the district, despite its small size. This group, as a whole, makes up around 10% of the district's energy budget (around \$560,000 per year, or \$2900 per student). These schools

are potentially great targets for heat pump heating systems to replace some portion of oil and propane use, as well as for any efficiency improvements that would reduce their heating load.

**\$3.00 - \$5.00 per square foot. 20% of total district energy costs:**

This group includes road system schools heating with oil or propane, including Hope, Moose Pass, Cooper Landing, and Seward Middle School. These would likely benefit from the same improvements discussed in the previous paragraph. It also includes Nikiski Elementary, Skyview Middle School, West Homer Elementary, and Chapman Elementary. All but Chapman also have high overall energy costs. The reason for their high energy costs is unclear, and these schools may present good opportunities for cost savings.

**Pools:**

Five of the six schools with swimming pools (Susan B. English, Homer High, Skyview, Nikiski Middle/High, and Soldotna High) are in the top 7 for overall costs. It is unclear how much the pools contribute to the energy costs, but efforts designed to reduce energy use in pools, such as pool covers, may be a cheap way to make large improvements.

**Collect Landfill Gas**

The Central Peninsula Landfill (CPL) serves the majority of residents on the Kenai Peninsula, and costs Kenai Peninsula Borough taxpayers on average over \$7 million per year to operate. In 2021, the Borough required \$6 million in emergency Covid-relief funds to evaporate increased leachate. Investing in Landfill Gas to Energy (LFGTE) infrastructure at CPL would create significant savings for borough taxpayers by using landfill-sourced methane to evaporate leachate and to generate up to 1.6 megawatts of electricity for HEA members.

HEA and other regional utilities, along with gas distributor ENSTAR, recently commissioned a study of gas supply options, which indicates gas prices are likely to rise significantly in the near future, putting pressure on both electricity and heating costs. By using landfill-produced gas to evaporate leachate, the Borough can avoid exposing tax payers to this rising cost in landfill operations. By using landfill gas for electricity generation, HEA can decrease the exposure of its Ratepayers.

Methane – the byproduct of landfill decomposition and the main component of natural gas – is itself a greenhouse pollutant with roughly 80 times the warming effect of carbon dioxide over a 20 year period. According to the Environmental Protection Agency's Greenhouse Gas Reporting Program, CPL is among the area's major emitters, producing three times as much greenhouse pollution as HEA's nearby natural gas-burning Soldotna Combustion Turbine Plant. About 97 percent of CPL's emissions were methane, which the gas capture project would burn into the less potent carbon dioxide for a net decrease in climate-impacting emissions. Having an inexpensive source of electricity from gas that currently goes to waste and harms air quality would address multiple issues at once.

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
04/02/24

**KENAI PENINSULA BOROUGH  
RESOLUTION 2024-012**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT  
TO THE SERVICE AND OPERATING AGREEMENT WITH  
NIKISKI SENIOR CITIZENS, INC.**

**WHEREAS,** the Kenai Peninsula Borough (“KPB”), on behalf of the Nikiski Senior Citizens Service Area ("Service Area"), has entered into a Service and Operating Agreement ("Operating Agreement") with Nikiski Senior Citizens, Inc. (“NSC”) for senior citizen programs, services, and operations within the Service Area; and

**WHEREAS,** KPB and NSC desire to amend the operating agreement; and

**WHEREAS,** at its meeting on February 28, 2024, the NSC, Inc. Board of Directors recommended approval of this First Amendment to Service and Operating Agreement; and

**WHEREAS,** at its meeting on March 6, 2024, the Nikiski Senior Citizens Service Area Board of Directors recommended approval of this First Amendment to Service and Operating Agreement;

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

**SECTION 1.** That the Mayor is authorized to execute the First Amendment to Service and Operating Agreement to account for necessary updates and changes to the audit and reporting language, substantively in the form of the attached First Amendment to the Service and Operating Agreement document.

**SECTION 2.** That this resolution takes effect immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF APRIL 2024.**

\_\_\_\_\_  
Brent Johnson, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Legal Department

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*

**FROM:** Sean Kelley, Borough Attorney *SK*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** March 21, 2024

**RE:** Resolution 2024-012, Authorizing the Mayor to Execute an Amendment to the Service and Operating Agreement with Nikiski Senior Citizens, Inc. (Mayor)

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This Resolution updates and amends the Service and Operating Agreement between the Kenai Peninsula Borough ("KPB"), on behalf of the Nikiski Senior Citizens Service Area ("Service Area"), and Nikiski Senior Citizens, Inc. ("NSC"). The changes reflected in the accompanying First Amendment to Service and Operating Agreement document are the result of back and forth discussions with NSC. Both the NSC board of directors and the Service Area board of directors have recommended approval of this Resolution.

Your consideration is appreciated.

**FIRST AMENDMENT TO  
SERVICE AND OPERATING AGREEMENT**

Between the Kenai Peninsula Borough,  
on behalf of the Nikiski Senior Citizens Service Area,  
and the Nikiski Senior Citizens, Inc.  
Amended April, 2024

THIS AGREEMENT is made and entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, of 144 N. Binkley Street, Soldotna, Alaska 99669, hereinafter referred to as "the Borough", on behalf of the Nikiski Senior Citizens Service Area, hereinafter referred to as "Service Area", and Nikiski Senior Citizens, Inc., a non-profit corporation, of 50025 Lake Marie Ave, Nikiski, Alaska 99611, hereinafter referred to as "NSC". This agreement is effective as of the last date it is executed by any party.

**RECITALS**

WHEREAS, the Service Area has the power to provide for services and programs for senior citizens within the service area boundary as defined by Kenai Peninsula Borough Code of Ordinances (hereinafter "KPB" or "Code") 16.70.010 - .130, and to fund such services and programs through the levy of property taxes; and

WHEREAS, NSC is an Alaskan non-profit corporation formed for the purpose of providing charitable programs and services for senior citizens as defined in Chapter 5.22 of the Code, as amended, residing in the Nikiski 1, Nikiski 2 and Salamatof voting precincts of the State of Alaska; and

WHEREAS, only one provider servicing any defined population segment of the Nikiski senior citizens may be eligible for grants attributable to that defined population segment from the Borough paid pursuant to KPB Chapter 5.22; and

WHEREAS, the Borough, through the Service Area, and NSC, desire to enter into an agreement whereby the Service Area will provide funding from taxes to NSC for delivering selected programs and services to Nikiski senior citizens and whereby NSC will be the entity servicing those Nikiski area senior citizens within the portions of the defined service area boundary on the east side of Cook Inlet, to be eligible for grants paid under KPB Chapter 5.22;

NOW THEREFORE, the parties do hereby stipulate and agree as follows:

**AGREEMENT**

(1). **PURPOSE:** The purpose of this agreement is to provide terms and conditions whereby the Borough, through the Service Area, shall provide financial assistance to NSC for programs and services NSC shall deliver to senior citizens within the portions of the service area

boundary on the east side of Cook Inlet as set forth in KPB 17.70.010.

(2). DUTIES OF NSC: In accordance with and subject to Borough ordinances, regulations and applicable statutes, NSC shall perform the following duties under this agreement:

(a). Provide the following programs and services to the above-described senior citizens, including people sixty (60) years of age and older:

- (1) Operate a meal program furnishing nutritionally balanced meals to provide one-third the minimum daily requirements for adults as per federal U.S.D.A. guidelines.
- (2) Transportation to access services which may include:
  - (i). Access to medical appointments, prescriptions, hospital, and essential (non-emergency) health services;
  - (ii). Access to nutrition and other essential support services;
  - (iii). Essential shopping;
  - (iv). Job training and career education;
  - (v). Attendance at senior organization meetings;
  - (vi). Volunteer activities throughout the community; and
  - (vii). Nonessential shopping, business, beauticians, cultural and educational activities.
- (3) Information and assistance programs.
- (4) Recreation and social activities.

(b). Operate and maintain a senior center facility with sufficient capacity to reasonably accommodate the services and programs offered by NSC in accordance with state, federal and local laws. It is understood and agreed that NSC will employ a director who will manage the day-to-day administration of these programs, services and related duties.

(c). NSC may charge fees to recipients for the above-described programs and services. However, any such fees will be reasonable in relation to the actual cost of the program or service provided.

(d). Establish policies and procedures necessary to govern the operation of the senior citizen facility, the provision of programs and services, and to make such policies and procedures available to the staff and the public.

(e). Use funds derived from operation of the senior citizen facility only for purposes of operating the senior citizen facility, for providing the programs and services described herein, for building and equipment purchases, and other capital expenses. Service Area property taxes received from the SAB may not be used for capital expenses unless specifically

authorized in advance through legislation approved by the Borough Assembly and recommended by the SAB.

(f). Maintain accounting records in accordance with generally accepted accounting principles, including maintaining separate accounting records for activities beyond the programs and services funded by the Service Area through the Service Area Board (hereinafter "SAB").

(g). Provide a quarterly financial, budgetary, and activity report to the SAB and the Borough Mayor that includes the following:

- (1). The financial and budgetary report will accord with GAAP, to include balance sheet and income statement activity by program. The report will reflect all revenues from any source, including amounts received as donations (excluding minor donations), expenses by program, and any changes in the budgeted funds;
- (2). The activity portion of the report will include a narrative description of programs, activities, and services delivered within the previous quarter and highlight upcoming events.

The Borough Mayor may then provide the report or summarizing key aspects of the report to the Assembly. This provision in no way limits NSC's ability to request time for a presentation before the Assembly or to communicate with individual Assembly members.

(h). NSC Audits. NSC will periodically engage an independent third-party auditor to audit financial activities and compliance with this agreement under the following requirements:

- (1). All such audits will be prepared in accordance with GAAP accounting standards; and
- (2). The Borough Mayor, or Mayor's designee, will be afforded an opportunity at the outset of the engagement to request specific items be included or added to the scope of the audit necessary for oversight under this agreement. If Borough requested changes to the scope of the auditor's engagement increase the cost of the engagement, then such increase will be paid, subject to appropriation, with Service Area funds; and
- (3). At a minimum, an audit will be performed every three (3) years; and
- (4). Audit reports, including financial statements, reporting on internal controls, single audit reports, and management letters, will be provided to the Borough upon completion.

(i). Borough Audit or Agreed-Upon Procedures (AUPs). The Borough reserves the right to engage its own independent third-party auditor if the Borough Mayor determines that there is a reasonable basis for needing such an audit to give specific assurances to the Administration, Borough Assembly, and SAB. Subject to appropriation and approval by the Borough Assembly, such engagements will be paid for with Service Area funds upon consideration of the SAB recommendation. No more than one such audit will be requested within any twelve-month period. The NSC will be afforded an opportunity at the outset of any such engagement to request specific items be included or added to the scope of the audit or AUPs. If NSC requested changes to the scope of the engagement increase the cost of the engagement, then such increase will be paid by NSC.

(j). Pay for necessary utilities including, but not limited to, electricity, heat, water, sewer and telephone.

(k). Be fully responsible for maintenance and repair of all NSC property and equipment as reasonably necessary to minimize repair and replacement costs and ensure safety for all persons in connection with the entire operation. This shall include, without limitation, maintenance and repair of the senior center facility, parking lots, roads, grounds and vehicles, and snow and ice removal from roofs, overhangs, entry-ways and walkways.

(l). Purchase, maintain and replace equipment and supplies.

(m). Ensure full compliance with all applicable local, state and federal regulations governing NSC operations, programs, services facilities and equipment.

(n). On a timely basis, prepare and submit to the SAB annual proposals for the NSC budget, including without limitation a proposed budget of funds requested from the Service Area and a brief narrative explanation of all proposed programs and services. Each such proposed budget shall itemize the amount of funds attributable to each program and service. NSC shall submit any capital expenditure proposals as a part of this budget, and shall retain full ownership of any such assets purchased.

Unless otherwise requested and approved, the final approved budget shall be paid in twelve equal monthly installments with the first installment paid during the first accounts payable period following final approval of the budget. To assist with payment of one-time start-up costs, the first such budget proposal may include a larger first installment request.

Such budget proposals must include all other expected sources of income, including without limitation amounts expected to be received from the Code Section 5.22 grant program, or its successor.

To be timely, such proposals must be received by the SAB with sufficient time remaining as may be required for the SAB to timely submit the next proposed Service Area budget to the Borough. NSC shall also timely submit such other reports as may be required

for the Service Area and Borough to meet their obligations under this agreement.

(o). Submit financial information, if required by the SAB, regarding those activities of NSC which are separate from the operations funded by the Service Area, so that the SAB can determine if any such activity may have an adverse financial impact on the Service Area.

(p). Give prompt, good faith consideration of proposals from the SAB for new projects or services.

(q). On a timely basis, as the provider of senior programs within the boundaries of the Service Area, apply for grant funds available under KPB 5.22 from the Borough and comply with all applicable provisions of the Code.

(3). Duties of Service Area: In accordance with and subject to Borough ordinances, regulations and applicable statutes, the Service Area, through the SAB, shall perform the following duties under this agreement:

(a). Provide such funds as are necessary for NSC to provide services and programs as described above for all NSC programs and services as the SAB elects to fund, subject to appropriation and availability of funds. The SAB reserves the right to approve funding only for selected programs and services that NSC provides. If insufficient funds are approved for NSC to properly conduct its programs and services, or if the SAB, the Borough or the Assembly imposes material changes in its approval of any proposed NSC budget, then NSC may either accept the changes, re-negotiate and re-submit a new budget proposal or terminate this agreement as provided below.

(b). Consider and act reasonably promptly upon proposals submitted by NSC for modification, expansion or reduction of programs and services offered.

(c). Review each proposed annual budget for NSC and adopt a Service Area budget which reflects any funding decisions.

(d). The Service Area may, at its option, propose in writing to NSC specific projects that it wants NSC to provide.

(e). Refrain from directly operating any facility or program which may be construed to interfere with the ability of NSC to qualify as the sole provider of such services within the meaning of Chapter 5.22 of the Code, in that portion of the service area boundary governed by this agreement.

(4). Indemnification And Insurance: During the life of this agreement, NSC shall at all times:

(a). Maintain and provide workers' compensation insurance coverage as required by

Alaska law. Proof of such coverage shall be provided to the SAB or the Borough immediately upon request.

(b). Maintain and provide comprehensive general liability insurance with coverage of \$500,000 or more for all NSC operations.

(c). Maintain and provide insurance covering the physical structure and contents of the facility for fire and property damage to ensure their replacement and the continuation of all programs and services.

(d). Immediately notify the SAB and Borough of any lawsuits or claims filed against NSC.

(e). Indemnify and hold the SAB and Borough harmless from any and all liabilities incurred, of any nature or kind whatsoever, as a result of NSC operations.

(5). Destruction of the Premises: In the event of damage to, or destruction of, all or part of the facilities used for programs and services, or of any NSC equipment, NSC shall promptly make such arrangements as are reasonably necessary to repair or replace the damaged facilities or equipment, and to continue operating an adequate facility and providing programs and services with minimal interruption. In such event, NSC shall have the authority to temporarily suspend or reduce services it determines cannot be provided either until the repair or replacement of the facility or equipment has been completed, or, where the problem appears to be long-term, alternative facilities or equipment are located. NSC shall immediately notify the SAB of any suspension or reduction in services due to damage or destruction.

(6). Termination of Agreement for Cause: Either of the parties may terminate this agreement for any one of the reasons set forth below, by giving the other party thirty (30) days' written notice sent by certified mail.

(a). A material breach of this agreement when such breach has not been remedied within 30 days of notification. This time period shall be concurrent with the above-described 30- day written notice period for termination of the agreement.

(b). When NSC, because of conditions beyond its control, is unable to obtain or retain personnel to adequately meet its obligations under this agreement.

(c). For the reasons stated in Paragraph 3.a. of this agreement.

(7). Termination of Agreement at Will: The Borough Mayor may terminate this agreement for any reason upon 30 days written notice to NSC, or on the anniversary date of this agreement, whichever is earlier, for any reason. Any interim payment due and unpaid to NSC before the termination date shall be prorated on a daily basis through and including the

termination date.

The Borough Mayor may also terminate this agreement immediately in the event that the Assembly fails to approve any funding for the NSC.

(8). Continuation of Agreement: Subject to the above termination provisions, this agreement shall continue from year to year upon submission of each annual budget and the accompanying descriptions of services and programs.

(9). Independent Status of NSC: NSC is an independent business. The operation of the senior service center and provision of programs and services to senior citizens is the activity of NSC and not that of the Borough or the Service Area. No employees of NSC shall be deemed to be employees of the Borough. NSC does not act as the agent of the Borough by virtue of any provision of this agreement. NSC agrees that it shall in no way advertise or hold out its activities as being an operation of the Borough, but shall instead clarify that the senior center facility, programs and services it offers are those of a nonprofit corporation. The decisions and actions permitted and authorized under this agreement are those of NSC and not those of the Borough or the Service Area. Any restrictions on operation are those imposed for the protection of the public funds. NSC does not act as the agent of the Borough or the Service Area by virtue of any provision of this agreement.

(10). Additional Expenses: In the event that NSC expenses exceed budgeted amounts, for any reason whatsoever, neither the Borough nor the Service Area shall be liable for payment of additional funds to NSC to cover any such additional expenses.

(11). Risk Management: NSC shall use its best efforts to prevent unnecessary liability.

(12). Program Modification: In the event that NSC determines in good faith that a budgeted program or service, which was funded in whole or in part by the SAB, should be modified or eliminated for either practical or legal reasons, then NSC shall submit a written proposal to the SAB setting forth the proposed change, supporting documentation, and alternative proposals for any remaining funds attributable to the subject program or service. The SAB shall reasonably promptly consider any such proposal and may either accept the proposal, reject it, or suggest alternative solutions.

(13). Surrender on Termination: Upon termination of this agreement NSC shall quit, surrender and return to the Borough all property of the Borough in its possession, if any, in the same condition as on the effective date of this agreement or upon the date of purchase by NSC, whichever is later, normal wear and tear excepted. This clause shall not be construed to confer ownership on either the borough or the SAB for any purchases by the NSC using SAB funds.

(14). Inspection: The SAB and the Borough reserve the right to enter and inspect the facility at any reasonable time during normal business hours for the purpose of determining

the adequacy of compliance with this agreement, the maintenance, upkeep and repair of the facility, and any other matters relating to this agreement.

(15). Assignment and Subleasing: NSC shall not assign its rights, interests or duties under this agreement, without the prior written approval of the Borough.

(16). Final Accounting: Upon termination of this agreement there shall be a complete accounting and final payment and settlement of all accounts within (90) days following the submission of the final accounting report by NSC.

(17). Grants or Financial Assistance: NSC shall comply with the requirements accompanying any grants or other forms of financial assistance. Non-public funds must be accounted for separately from public funds. Any grant agreement that obligates the SAB and Borough shall have prior approval of both entities.

(18). Severability: If one or more provisions of this agreement are determined to be invalid, the remainder shall remain in force.

(19). Public Meetings and Public Participation: The public will be afforded reasonable notice of and access to regular business meetings of the Board of NSC. NSC will provide public notice of any vacancy on its Board of Directors and will solicit applications for the position.

(20). Nondiscrimination: In the event that NSC makes the senior center facility available for the use of any persons or groups other than Nikiski senior citizens, then NSC agrees that it shall operate in compliance with all applicable laws including making the facility available on a nondiscriminatory bases to any third party groups, regardless of race, creed, color, sex or national origin.

(21). Miscellaneous Provisions :

(a). The covenants and conditions of this agreement shall bind the parties, their successors and assigns and the actions of the parties pursuant to it shall be in full compliance with all applicable Borough ordinances and resolutions as may now exist or as may be amended or enacted during the term of this agreement.

(b). It is understood and agreed that NSC will first address questions regarding this agreement to members of the SAB before approaching other borough personnel.

(c). Time is of the essence in this agreement and each and every term and provision hereof.

(d). The failure by a party hereto to enforce any term, covenant or condition herein, or to exercise any right herein, shall not be deemed to be a waiver of such right, term, covenant

or condition, or of any subsequent breach of the same or any other term, covenant, or condition herein contained. Any suit regarding enforcement or application of this agreement must be filed in the Alaska court system at Kenai, Alaska.

(e). This Contract may be executed in counterparts, and may be executed using verified electronic signatures in compliance with AS 09.80, each of which when so executed will constitute an original and all of which together constitute one and the same instrument.

(f). All notices required by this agreement shall be in writing and delivered personally or mailed to:

Mayor, Kenai Peninsula Borough  
144 N. Binkley St.  
Soldotna, Alaska 99669

President  
Nikiski Senior Citizens, Inc.  
50025 Lake Marie Ave.  
Nikiski, Alaska 99611

Chairman  
Service Area Board  
Nikiski Senior Service Area  
Nikiski, Alaska 99635

KENAI PENINSULA BOROUGH

ATTEST:

By: Peter A. Micciche  
Title: Mayor  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Michele Turner, Borough Clerk

NIKISKI SENIOR CITIZENS  
SERVICE AREA BOARD

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary - Treasurer

NIKISKI SENIOR CITIZENS, INC.

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary - Treasurer

FIRST AMENDMENT TO  
SERVICE AND OPERATING AGREEMENT

Between the Kenai Peninsula Borough,  
on behalf of the Nikiski Senior Citizens Service Area,  
and the Nikiski Senior Citizens, Inc.

~~*As Amended Through July January 2*~~, ~~*7 April, 2024*~~~~*08*~~

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THIS AGREEMENT is made and entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, of 144 N. Binkley Street, Soldotna, Alaska 99669, hereinafter referred to as "the Borough", on behalf of the Nikiski Senior Citizens Service Area, hereinafter referred to as "Service Area", and Nikiski Senior Citizens, Inc., a non-profit corporation, of P.O. Box 697350025 Lake Marie Ave, Nikiski, Alaska 9963599611, hereinafter referred to as "NSC". This agreement is effective as of the last date it is executed by any party.

**RECITALS**

WHEREAS, the Service Area has the power to provide for services and programs for senior citizens within the service area boundary as defined by Kenai Peninsula Borough Code of Ordinances (hereinafter "KPB" or "Code") 16.70.010 - .130, and to fund such services and programs through the levy of property taxes; and

WHEREAS, NSC is an Alaskan non-profit corporation formed for the purpose of providing charitable programs and services for senior citizens as defined in Chapter 5.22 of the Code, as amended, residing in the ~~Salamatof~~, Nikiski 1, ~~and~~ Nikiski 2 ~~and~~ Salamatof voting precincts of the State of Alaska; and

WHEREAS, only one provider servicing any defined population segment of the Nikiski senior citizens may be eligible for grants attributable to that defined population segment from the Borough paid pursuant to KPB Chapter 5.22 ~~of the Code~~; and

WHEREAS, the Borough, through the Service Area, and NSC, desire to enter into an agreement whereby the Service Area will provide funding from taxes to NSC for delivering selected programs and services to Nikiski senior citizens and whereby NSC will be the entity servicing those Nikiski area senior citizens within the portions of the defined service area boundary on the east side of Cook Inlet, to be eligible for grants paid under KPB Chapter 5.22 ~~of the Code~~;

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NOW THEREFORE, the parties do hereby stipulate and agree as follows:

**AGREEMENT**

Service And Operating Agreement, ~~as amended through July 7, 2008~~, April, 2024  
Page 1

(1). PURPOSE: The purpose of this agreement is to provide terms and conditions whereby the Borough, through the Service Area, shall provide financial assistance to NSC for programs and services NSC shall deliver to senior citizens within the portions of the service area boundary on the east side of Cook Inlet as defined by set forth in section KPB 17.70.010 of the code on the east side of Cook Inlet.

(2). DUTIES OF NSC: In accordance with and subject to Borough ordinances, regulations and applicable statutes, NSC shall perform the following duties under this agreement:

(a). Provide the following programs and services to the above-described senior citizens, including people sixty (60) years of age and older:

- (1) Operate a meal program furnishing nutritionally balanced meals to provide one-third the minimum daily requirements for adults as per federal U.S.D.A. guidelines.
- (2) Transportation to access services which may include:
  - (i). Access to medical appointments, prescriptions, hospital, and essential (non-emergency) health services;
  - (ii). Access to nutrition and other essential support services;
  - (iii). Essential shopping;
  - (iv). Job training and career education;
  - (v). Attendance at senior organization meetings;
  - (vi). Volunteer activities throughout the community; and
  - (vii). Nonessential shopping, business, beauticians, cultural and educational activities.
- (3) Information and assistance programs.
- (4) Recreation and social activities.

(b). Operate and maintain a senior center facility with sufficient capacity to reasonably accommodate the services and programs offered by NSC in accordance with state, federal and local laws. It is understood and agreed that NSC ~~shall~~will employ a director who will manage the day-to-day administration of these programs, services and related duties.

(c). NSC may charge fees to recipients for the above-described programs and services. However, any such fees ~~shall~~will be reasonable in relation to the actual cost of the program or service provided.

(d). Establish policies and procedures necessary to govern the operation of the senior citizen facility, the provision of programs and services, and to make such policies and procedures available to the staff and the public.

(e). Use funds derived from operation of the senior citizen facility only for purposes of operating the senior citizen facility, for providing the programs and services described herein, for building and equipment purchases, and other capital expenses. Service Area property taxes received from the SAB ~~shall may~~ not be used for capital expenses unless specifically authorized in advance through legislation approved by the Borough Assembly and recommended authorized in advance by the SAB.

(f). Maintain accounting records in accordance with generally accepted accounting principles, including maintaining separate accounting records for activities beyond the programs and services funded by the Service Area through the Service Area Board (hereinafter "SAB").

(g). Provide ~~monthly a quarterly~~ financial, ~~and~~ budgetary, and activity report to the SAB and the Borough Mayor that includes the following:

- (1). The financial and budgetary report will accords in accordance with GAAP, to include balance sheet and income statement activity by program. The report will reflect all revenues ~~to the SAB and the Borough reflecting all revenues~~ from any source, including amounts received as donations (excluding minor donations), expenses by program, and any changes in the budgeted funds;
- (2). ~~These When SAB or Borough requests, these reports shall include a~~ The activity portion of the report will include a narrative description ~~of programs, activities, and services delivered within the previous quarter month shall be provided upon request to the SAB or Borough. A written quarterly activity report to the mayor, which shall include all items as set forth in the monthly financial report, plus a statement of activities, issues and highlight upcoming events.~~

The Borough Mayor may then provide the report or summarizing key aspects of the report the Assembly. This provision in no way limits NSC's ability to request time for a presentation before the Assembly or to communicate with individual Assembly members. ~~which shall in additional be presented by a the Mayor to the Borough Assembly.~~

(h). NSC Audits. NSC will periodically engage an independent third-party auditor to audit financial activities and compliance with this agreement under the following requirements:

- (1). All such audits will be prepared in accordance with GAAP accounting standards; and
- (2). The Borough Mayor, or Mayor's designee, will be afforded an opportunity at the outset of the engagement to request specific items be included or added to the scope of the audit necessary for oversight under

this agreement. If Borough requested changes to the scope of the auditor's engagement increase the cost of the engagement, then such increase will be paid, subject to appropriation, with Service Area funds; and

(3). At a minimum, an audit will be performed every three (3) years; and

(4). Audit reports, including financial statements, reporting on internal controls, single audit reports, and management letters, will be provided to the Borough upon completion.

(i). Borough Audit or Agreed-Upon Procedures (AUPs). The Borough reserves the right to engage its own independent third-party auditor if the Borough Mayor determines that there is a reasonable basis for needing such an audit to give specific assurances to the Administration, Borough Assembly, and SAB. Subject to appropriation and approval by the Borough Assembly, such engagements will be paid for with Service Area funds upon consideration of the SAB recommendation. No more than one such audit will be requested within any twelve-month period. The NSC will be afforded an opportunity at the outset of any such engagement to request specific items be included or added to the scope of the audit or AUPs. If NSC requested changes to the scope of the engagement increase the cost of the engagement, then such increase will be paid by NSC.

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(j~~h~~). Pay for necessary utilities including, but not limited to, electricity, heat, water, sewer and telephone.

(k~~i~~). Be fully responsible for maintenance and repair of all NSC property and equipment as reasonably necessary to minimize repair and replacement costs and ensure safety for all persons in connection with the entire operation. This shall include, without limitation, maintenance and repair of the senior center facility, parking lots, roads, grounds and vehicles, and snow and ice removal from roofs, overhangs, entry-ways and walkways.

(l~~j~~). Purchase, maintain and replace equipment and supplies.

(m~~k~~). Ensure full compliance with all applicable local, state and federal regulations governing NSC operations, programs, services facilities and equipment.

(n~~l~~). On a timely basis, prepare and submit to the SAB annual proposals for the NSC budget, including without limitation a proposed budget of funds requested from the Service Area and a brief narrative explanation of all proposed programs and services. Each such proposed budget shall itemize the amount of funds attributable to each program and service. NSC shall submit any capital expenditure proposals as a part of this budget, and shall retain full ownership of any such assets purchased.

Unless otherwise requested and approved, the final approved budget shall be paid in twelve equal monthly installments with the first installment paid during the first accounts payable period following final approval of the budget. To assist with payment of one-time start-up costs, the first such budget proposal may include a larger first installment request.

Such budget proposals must include all other expected sources of income, including without limitation amounts expected to be received from the Code Section 5.22 grant program, or its successor.

To be timely, such proposals must be received by the SAB with sufficient time remaining as may be required for the SAB to timely submit the next proposed Service Area budget to the Borough. NSC shall also timely submit such other reports as may be required for the Service Area and Borough to meet their obligations under this agreement.

(om). Submit financial information, if required by the SAB, regarding those activities of NSC which are separate from the operations funded by the Service Area, so that the SAB can determine if any such activity may have an adverse financial impact on the Service Area.

(pn). Give prompt, good faith consideration of proposals from the SAB for new projects or services.

(ge). On a timely basis, as the provider of senior programs within the boundaries of the Service Area, apply for grant funds available under ~~Code Section~~KPB 5.22 from the Borough and comply with all applicable provisions of the Code.

(3). Duties of Service Area: In accordance with and subject to Borough ordinances, regulations and applicable statutes, the Service Area, through the SAB, shall perform the following duties under this agreement:

(a). Provide such funds as are necessary for NSC to provide services and programs as described above for all NSC programs and services as the SAB elects to fund, subject to appropriation and availability of funds. The SAB reserves the right to approve funding only for selected programs and services that NSC ~~shall~~ provides. If insufficient funds are approved for NSC to properly conduct its programs and services, or if the SAB, the Borough or the Assembly imposes material changes in its approval of any proposed NSC budget, then NSC may either accept the changes, re-negotiate and re-submit a new budget proposal or terminate this agreement as provided below.

(b). Consider and act reasonably promptly upon proposals submitted by NSC for modification, expansion or reduction of programs and services offered.

(c). Review each proposed annual budget for NSC and adopt a Service Area budget which reflects any funding decisions.

(d). The Service Area may, at its option, propose in writing to NSC specific projects that it wants NSC to provide.

(e). Refrain from directly operating any facility or program which may be construed to interfere with the ability of NSC to qualify as the sole provider of such services within the meaning of Chapter 5.22 of the Code, in that portion of the service area boundary governed by this agreement.

(4). Indemnification And Insurance: During the life of this agreement, NSC shall at all times:

(a). Maintain and provide workers' compensation insurance coverage as required by Alaska law. Proof of such coverage shall be provided to the SAB or the Borough immediately upon request.

(b). Maintain and provide comprehensive general liability insurance with coverage of \$500,000 or more for all NSC operations.

(c). Maintain and provide insurance covering the physical structure and contents of the facility for fire and property damage to ensure their replacement and the continuation of all programs and services.

(d). Immediately notify the SAB and Borough of any lawsuits or claims filed against NSC.

(e). Indemnify and hold the SAB and Borough harmless from any and all liabilities incurred, of any nature or kind whatsoever, as a result of NSC operations.

(5). Destruction of the Premises: In the event of damage to, or destruction of, all or part of the facilities used for programs and services, or of any NSC equipment, NSC shall promptly make such arrangements as are reasonably necessary to repair or replace the damaged facilities or equipment, and to continue operating an adequate facility and providing programs and services with minimal interruption. In such event, NSC shall have the authority to temporarily suspend or reduce services it determines cannot be provided either until the repair or replacement of the facility or equipment has been completed, or, where the problem appears to be long-term, alternative facilities or equipment are located. NSC shall immediately notify the SAB of any suspension or reduction in services due to damage or destruction.

(6). Termination of Agreement for Cause: Either of the parties may terminate this agreement for any one of the reasons set forth below, by giving the other party thirty (30) days' written notice sent by certified mail.

(a). A material breach of this agreement when such breach has not been remedied within 30 days of notification. This time period shall be concurrent with the above-described

30- day written notice period for termination of the agreement.

(b). When NSC, because of conditions beyond its control, is unable to obtain or retain personnel to adequately meet its obligations under this agreement.

(c). For the reasons stated in Paragraph 3.a. of this agreement.

(7). Termination of Agreement at Will: The Borough Mayor may terminate this agreement for any reason upon 30 days written notice to NSC, or on the anniversary date of this agreement, whichever is earlier, for any reason. Any interim payment due and unpaid to NSC before the termination date shall be prorated on a daily basis through and including the termination date.

The Borough Mayor may also terminate this agreement immediately in the event that the Assembly fails to approve any funding for the NSC.

(8). Continuation of Agreement: Subject to the above termination provisions, this agreement shall continue from year to year upon submission of each annual budget and the accompanying descriptions of services and programs.

(9). Independent Status of NSC: NSC is an independent business. The operation of the senior service center and provision of programs and services to senior citizens is the activity of NSC and not that of the Borough or the Service Area. No employees of NSC shall be deemed to be employees of the Borough. NSC does not act as the agent of the Borough by virtue of any provision of this agreement. NSC agrees that it shall in no way advertise or hold out its activities as being an operation of the Borough, but shall instead clarify that the senior center facility, programs and services it offers are those of a nonprofit corporation. The decisions and actions permitted and authorized under this agreement are those of NSC and not those of the Borough or the Service Area. Any restrictions on operation are those imposed for the protection of the public funds. NSC does not act as the agent of the Borough or the Service Area by virtue of any provision of this agreement.

(10). Additional Expenses: In the event that NSC expenses exceed budgeted amounts, for any reason whatsoever, neither the Borough nor the Service Area shall be liable for payment of additional funds to NSC to cover any such additional expenses.

(11). Risk Management: NSC shall use its best efforts to prevent unnecessary liability.

(12). Program Modification: In the event that NSC determines in good faith that a budgeted program or service, which was funded in whole or in part by the SAB, should be modified or eliminated for either practical or legal reasons, then NSC shall submit a written proposal to the SAB setting forth the proposed change, supporting documentation, and alternative proposals for any remaining funds attributable to the subject program or service.

The SAB shall reasonably promptly consider any such proposal and may either accept the proposal, reject it, or suggest alternative solutions.

(13). Surrender on Termination: Upon termination of this agreement NSC shall quit, surrender and return to the Borough all property of the Borough in its possession, if any, in the same condition as on the effective date of this agreement or upon the date of purchase by NSC, whichever is later, normal wear and tear excepted. This clause shall not be construed to confer ownership on either the borough or the SAB for any purchases by the NSC using SAB funds.

(14). Inspection: The SAB and the Borough reserve the right to enter and inspect the facility at any reasonable time during normal business hours for the purpose of determining the adequacy of compliance with this agreement, the maintenance, upkeep and repair of the facility, and any other matters relating to this agreement.

(15). Assignment and Subleasing: NSC shall not assign its rights, interests or duties under this agreement, without the prior written approval of the Borough.

(16). Final Accounting: Upon termination of this agreement there shall be a complete accounting and final payment and settlement of all accounts within (90) days following the submission of the final accounting report by NSC.

(17). Grants or Financial Assistance: NSC shall comply with the requirements accompanying any grants or other forms of financial assistance. Non-public funds must be accounted for separately from public funds. Any grant agreement that obligates the SAB and Borough shall have prior approval of both entities.

(18). Severability: If one or more provisions of this agreement are determined to be invalid, the remainder shall remain in force.

(19). Public Meetings and Public Participation: The public ~~shall~~ will be afforded reasonable notice of and access to regular business meetings of the Board of NSC. NSC will provide public notice of any vacancy on its Board of Directors and will solicit applications for the position.

(20). Nondiscrimination: In the event that NSC makes the senior center facility available for the use of any persons or groups other than Nikiski senior citizens, then NSC agrees that it shall operate in compliance with all applicable laws including making the facility available on a nondiscriminatory bases to any third party groups, regardless of race, creed, color, sex or national origin.

(21). Miscellaneous Provisions :

(a). The covenants and conditions of this agreement shall bind the parties, their

Service And Operating Agreement, as amended through July 7, 2008, April, 2024  
Page 8

successors and assigns and the actions of the parties pursuant to it shall be in full compliance with all applicable Borough ordinances and resolutions as may now exist or as may be amended or enacted during the term of this agreement.

(b). It is understood and agreed that NSC ~~shall will~~ first address questions regarding this agreement to members of the SAB before approaching other borough personnel.

(c). Time is of the essence in this agreement and each and every term and provision hereof.

(d). The failure by a party hereto to enforce any term, covenant or condition herein, or to exercise any right herein, shall not be deemed to be a waiver of such right, term, covenant or condition, or of any subsequent breach of the same or any other term, covenant, or condition herein contained. Any suit regarding enforcement or application of this agreement ~~shall must~~ be filed ~~and prosecuted~~ in the Alaska court system at Kenai, Alaska.

(e). This Contract may be executed in counterparts, and may be executed using verified electronic signatures in compliance with AS 09.80, each of which when so executed will constitute an original and all of which together constitute one and the same instrument.

(f). All notices required by this agreement shall be in writing and delivered personally or mailed to:

Mayor, Kenai Peninsula Borough 144 N. Binkley St. Soldotna, Alaska 99669	President Nikiski Senior Citizens, Inc. <u>50025 Lake Marie Ave.</u> Nikiski, Alaska <u>99611</u>	Chairman Service Area Board Nikiski Senior Services Area Nikiski, Alaska 99635
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#### PREPARATION AND APPROVAL

~~This agreement was prepared by the following members of the joint committee and officially approved by the SAB and NSC:~~

SAB \_\_\_\_\_ NSC

KENAI PENINSULA BOROUGH

ATTEST:

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Borough Clerk

Service And Operating Agreement, ~~as amended through July 7, 2008~~ \_\_\_\_\_, April, 2024  
Page 9

NIKISKI SENIOR CITIZENS  
SERVICE AREA BOARD

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary - Treasurer

NIKISKI SENIOR CITIZENS, INC.

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary - Treasurer

~~ACKNOWLEDGEMENTS~~

~~STATE OF ALASKA \_\_\_\_\_)~~

~~)-ss:~~

~~THIRD JUDICIAL DISTRICT \_\_\_\_\_)~~

~~\_\_\_\_\_ The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by \_\_\_\_\_, \_\_\_\_\_, for Kenai Peninsula Borough, an Alaska-  
municipal corporation, on behalf of the corporation.~~

~~\_\_\_\_\_  
Notary Public for State of Alaska~~

~~My commission expires: \_\_\_\_\_~~

~~STATE OF ALASKA \_\_\_\_\_)~~

~~)-ss:~~

~~THIRD JUDICIAL DISTRICT \_\_\_\_\_)~~

~~\_\_\_\_\_ The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by \_\_\_\_\_, \_\_\_\_\_, for Nikiski Senior Services Area, on behalf of the  
service area.~~

~~\_\_\_\_\_  
Notary Public for State of Alaska~~

~~My commission expires: \_\_\_\_\_~~

~~STATE OF ALASKA \_\_\_\_\_)~~

~~)-ss:~~

~~THIRD JUDICIAL DISTRICT \_\_\_\_\_)~~

~~\_\_\_\_\_ The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by \_\_\_\_\_, \_\_\_\_\_, for Nikiski Senior Service Center, Inc., an-  
Alaska nonprofit corporation,, on behalf of the corporation.~~

~~\_\_\_\_\_  
Notary Public for State of Alaska~~

Service And Operating Agreement, as amended through July 7, 2008 \_\_\_\_\_, April, 2024  
Page 10

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| My commission expires: \_\_\_\_\_

| Service And Operating Agreement, ~~as amended through July 7, 2008~~ \_\_\_\_\_, April, 2024  
Page 11

Introduced by:

Mayor

Date:

04/02/24

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2024-013**

**A RESOLUTION AUTHORIZING A STANDARDIZATION POLICY FOR THE USE  
OF TRIMBLE INC. SURVEY EQUIPMENT, SOFTWARE, AND SERVICES**

**WHEREAS,** the Kenai Peninsula Borough (“KPB”) has identified various needs for the standardization of survey equipment in day-to-day operations; and

**WHEREAS,** Trimble Inc. equipment is commonly used throughout the KPB; and

**WHEREAS,** standardization of survey equipment, both in the KPB and with the KPB’s service partners, maintains compatibility and creates efficiencies in operation that drive value and lower costs to the taxpayer; and

**WHEREAS,** Seward Bear Creek Flood Service Area has already incorporated the use of Trimble Inc. equipment and is taking advantage of a partnership with the National Parks Service to minimize the capital costs for those purposes; and

**WHEREAS,** the KPB Land Management Division’s land survey position requires the purchase of survey supplies, software and equipment; and

**WHEREAS,** KPB 5.28.280 allows for an assembly approved standardization policy in order to maintain compatibility with existing KPB requirements; and

**WHEREAS,** pursuant to KPB 5.28.280 which allows for an assembly approved standardization policy under such conditions and in consideration of these benefits, it is in the best interest of KPB to establish a policy that standardizes the use of Trimble Inc. equipment, software and services when it is determined by the Administration that other options are not practical or consistent with previously established practices; and

**WHEREAS,** it is in the best interests of the KPB to standardize the use of Trimble Inc. survey equipment, software, and services;

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

**SECTION 1.** That the Assembly authorizes and approves the policy of standardizing the purchase of Trimble Inc. survey equipment, software, and services for use by the KPB, and approves all other service areas throughout the KPB to use this standardization as needed and the Mayor is authorized to approve all transactions for the purchases.

**SECTION 2.** That this standardization policy will expire on April 1, 2029.

**SECTION 3.** That this resolution is effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF APRIL, 2024.**

---

Brent Johnson, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

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

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*  
Robert Ruffner, Planning Director *RR*

**FROM:** John Hedges, Purchasing and Contracting Director *JH*

**DATE:** March 21, 2024

**RE:** Resolution 2024-013 , Authorizing a Standardization Policy for the Use of Trimble Inc. Survey Equipment, Software, and Services (Mayor)

---

The Kenai Peninsula Borough (KPB) has identified various needs for the use of survey equipment, software, and services in day-to-day operations. Survey equipment is predominantly sold, calibrated, upgraded and repaired through authorized resellers. Trimble Inc. is a leading survey equipment manufacturer and geospatial technology provider in North America.

Trimble equipment is commonly used throughout the KPB. Standardization of survey equipment, both in the KPB and with the KPB's service partners, maintains compatibility and creates efficiencies in operation that drive value and lower costs to the taxpayer.

Frontier Precision is currently the only authorized distributor and certified warranty repair center for Trimble products in Alaska.

Seward Bear Creek Flood Service Area has already incorporated the use of Trimble equipment and is taking advantage of a partnership with the National Parks Service to minimize the capital costs for those purposes.

KPB Land Management Division's land survey position requires the purchase of survey supplies and equipment. The position will use the surveying equipment regularly to help facilitate Land Management operations, and provide interdepartmental support as needed.

Pursuant to KPB 5.28.280 - which allows for an assembly approved standardization policy in order to maintain compatibility with existing Borough requirements - it is in the best interests of the KPB to standardize the use of Trimble survey equipment, software, and services. Under the standardization policy, the Mayor is authorized to approve all transactions for Trimble survey equipment. The policy will expire on April 1, 2029.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	04/02/24
Hearing:	04/16/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-41**

**AN ORDINANCE APPROPRIATING AND ALLOCATING COMMERCIAL  
PASSENGER VESSEL TAX PROCEEDS RECEIVED FROM THE STATE OF ALASKA  
IN THE AMOUNT OF \$456,337.50 TO THE CITY OF SEWARD**

**WHEREAS,** in the August 22, 2006 statewide election, the voters approved the initiative in Ballot Measure 2, enacting AS 43.52.200 – 43.52.295, which imposed a tax on travel aboard certain cruise ships travelling in Alaska waters; and

**WHEREAS,** the Alaska legislature has authorized the sharing of Commercial Passenger Vessel (“CPV”) excise tax collections with eligible ports of call in Alaska; and

**WHEREAS,** CPV excise tax collections are derived from taxes imposed on cruise ship passengers; and

**WHEREAS,** the City of Seward is an eligible port of call for receiving CPV funds; and

**WHEREAS,** when the eligible ports of call are cities located in a borough, the cities and the borough each receive \$2.50 for each passenger; and

**WHEREAS,** the total amount received by the Kenai Peninsula Borough from the State of Alaska for the 2023 calendar CPV programs was \$456,337.50; and

**WHEREAS,** the respective 2023 CPV allocations to the City of Seward must be used for port improvement projects; and

**WHEREAS,** the intended use of these funds by the City of Seward will comply with AS 43.52.230(b), federal legislation and court rulings that permit the use of these funds for port facilities, harbor infrastructure, and other services provided to the commercial passenger vessels and the passengers on board those vessels;

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

**SECTION 1.** That the Mayor is authorized to execute grant agreements and any other documents deemed necessary to expend the funds and to fulfill the intents and purposes of this ordinance.

**SECTION 2.** That \$456,337.50 received from the State of Alaska for the commercial passenger vessel excise tax collection program be appropriated from the miscellaneous grant fund balance to account 271.94910.24CPV.43011, contract services, for payment to the City of Seward in the amount of \$456,337.50 to be used for port facilities, harbor infrastructure and other services provided to the commercial passenger vessels and their passengers.

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

**SECTION 4.** This ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2024.**

---

Brent Johnson, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Grants Administration & Community Liaison

---

### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Elizabeth Hardie, Grants Administrator & Community Liaison *EH*

**DATE:** March 21, 2024

**RE:** Ordinance 2023-19-41\_\_, Appropriating and Allocating Commercial Passenger Vessel Tax Proceeds Received from the State of Alaska in the Amount of \$456,337.50 to the City of Seward (Mayor)

---

In the August 22, 2006 election, Alaska voters approved the initiative in Ballot Measure No. 2, which imposed a tax on passengers travelling for at least 72 hours aboard a vessel with 250 or more berths, that anchors or moors in Alaska waters with the intent to allow passengers to disembark. The initiative enacted statutes AS 43.52.200 - AS 43.52.295 that provide for the levy and collection of this tax and the disposition of the proceeds.

The taxes are deposited into a state fund called the Commercial Passenger Vessel (“CPV”) tax account. A portion of the proceeds are disbursed to the first seven ports of call each year. If ports of call are located in a city within a borough, \$2.50 per passenger is distributed to the city and to the borough in which the city is located.

Since 2007, the tax proceeds collected for the Borough have been awarded to the City of Seward and City of Homer by way of grant agreements. This year the City of Seward has qualified for these funds, and the Borough has accordingly received proceeds from the CPV account. The City of Homer had no commercial vessel passengers in CY2023 pursuant to the State of Alaska Department of Revenue’s email dated 02/27/2024. Therefore, their allocation is \$0.00.

Qualifying cities must provide a request letter describing funding intent for eligible projects (see attached). The city must confirm that the use of funds will comply with State of Alaska Department of Commerce, Community & Economic Development, “Commercial Vessel Passenger Tax Program” as governed by AS 43.52.200 - 43.52.295; specifically, AS 43.52.230(b), “shall use the funds for port facilities, harbor infrastructure, and other services provided to the commercial passenger vessels and the passengers on board those vessels.”

March 21, 2024


Re: O2023-19-41

Page 2

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This ordinance will approve the 2023 calendar year appropriations to be allocated to the City of Seward which will be executed by way of a grant agreement. The Grants Administrator shall oversee the program.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>271.94910.24CPV.49999</u>
Amount:	<u>\$456,337.50</u>
By: 	Date: <u>3/20/2024</u>

Attachments:

City of Seward Letter 02/28/2024

Email confirmation State of Alaska 02/27/2024

**City of Seward**  
PO Box 167  
Seward, Alaska 99664



**City Manager's Office**  
Kat Sorensen, City Manager  
Phone: 907-224-4012  
Email: ksorensen@cityofseward.net

February 28, 2024

Mayor Peter A. Micciche  
Kenai Peninsula Borough  
144 N. Binkley  
Soldotna, Alaska 99669

Re: CY23 Cruise Ship Passenger Tax Proceeds

Dear Mayor Micciche,

On behalf of the City of Seward, I would like to thank the Borough Assembly and Administration for allocating \$456,337.50 of the Commercial Passenger Vessel (CPV) excise tax to the City of Seward, based on our pro-rata share of cruise ship passengers visiting our port. These funds continue to be extremely critical for Seward's ability to provide improvements to our port infrastructure in support of cruise ships and their passengers.

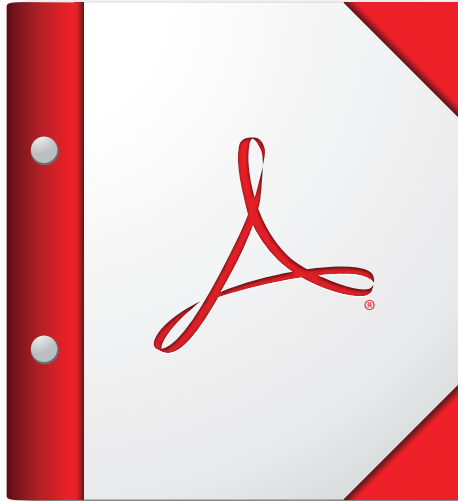
The City was asked to submit a letter requesting their allotment of 2023 cruise ship head tax proceeds, and to identify the intended use of these funds. AS 43.52.230(b) requires that "a city or borough that receives a payment under this subsection shall use the funds for port facilities, harbor infrastructure, and other services provided to the commercial passenger vessels and the passengers on board those vessels." We have identified the following projects for possible use of the CPV funds, including: 1) bus transportation for cruise passengers and crew; 2) ambulance services; 3) passenger bus and rest benches and directional street signage; 4) cruise ship dock maintenance and repairs; 7) cruise ship berth enhancements and amenities such as signage, paving, and cruise-related pedestrian path awnings; 8) harbor repairs/replacement; and cruise-related pedestrian improvements to and from the cruise dock. In the past, the City has used CPV funds for projects such as construction of a security dock in the Small Boat Harbor to enhance U.S. Coast Guard, fire, and emergency response; Terminal signage and safety painting for vehicles, harbor, and port dredging; bus transportation; outboard replacement for the fire and rescue boats; ambulance services; breakwater repairs, etc.

We appreciate your support of our request and look forward to working with you to enhance facilities for the cruise ship industry in our region.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kat Sorensen', with a long horizontal flourish extending to the right.

Kat Sorensen  
City Manager



**For the best experience, open this PDF portfolio in  
Acrobat X or Adobe Reader X, or later.**

**Get Adobe Reader Now!**

Introduced by:	Mayor
Date:	04/02/24
Hearing:	04/16/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-42**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$32,410.82 IN GRANT FUNDS FROM THE ALASKA DEPARTMENT OF NATURAL RESOURCES FOR THE 2024 VOLUNTEER FIRE CAPACITY PROGRAM ON BEHALF OF BEAR CREEK FIRE SERVICE AREA, CENTRAL EMERGENCY SERVICE AREA, KACHEMAK EMERGENCY SERVICE AREA, NIKISKI FIRE SERVICE AREA, AND WESTERN EMERGENCY SERVICE AREA**

- WHEREAS,** Bear Creek Fire Service Area, Central Emergency Service Area, Kachemak Emergency Service Area, Nikiski Fire Service Area, and Western Emergency Service Area applied for individual grants under the 2024 Volunteer Fire Capacity (“VFC”) program, formerly known as the Volunteer Fire Assistance program administered by the Alaska Department of Natural Resources, Division of Forestry; and
- WHEREAS,** the Kenai Peninsula Borough (“KPB”) received an award notification dated March 15, 2024 that allows for expenditures from that date, which also allows the service areas to purchase wildland firefighting equipment; and
- WHEREAS,** the VFC program requires a 10 percent match of local expenditures toward the grant funds; and
- WHEREAS,** the service areas will meet the 10 percent match requirement and one percent administration fee through expenditures made from their approved FY24 operating budget if purchases are made prior to June 30, 2024 or, from their FY25 operating budget, if purchases are made between July 1 and December 1, 2024; and
- WHEREAS,** at its regular meeting held on January 9, 2024, the Bear Creek Fire Service Area board recommended approval by unanimous consent; and
- WHEREAS,** at its regular meeting held on January 18, 2024, the Central Emergency Service Area board recommended approval by unanimous consent; and
- WHEREAS,** at its regular meeting held on March 21, 2024, the Kachemak Emergency Service Area board recommended \_\_\_\_\_; and

**WHEREAS,** at its regular meeting held on April 10, 2024, the Nikiski Fire Service Area board recommended\_\_\_\_\_; and

**WHEREAS,** at its regular meeting held on February 21, 2024, the Western Emergency Service Area board recommended approval by unanimous consent; and

**WHEREAS,** it is in the best interests of the KPB to accept the grant funds;

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

**SECTION 1.** That the Mayor is authorized to accept the 2024 VFC program grant funds from the Alaska Department of Natural Resource on behalf of the Bear Creek Fire Service Area, Central Emergency Service Area, Kachemak Emergency Service Area, Nikiski Fire Service Area, and Western Emergency Service Area, and is authorized execute a grant agreement and any other documents deemed necessary to expend the grant and to fulfill the intents and purposes of this ordinance.

**SECTION 2.** That the grant funds are appropriated to the service areas in accordance to the table below:

<b>Service Area</b>	<b>Account</b>	<b>Award</b>
Nikiski Fire	206.51110.25VF1.48760	\$5,808.60
Bear Creek Fire	207.51210.25VF2.48760	6,299.96
Western Emergency Services	209.51410.25VF3.48760	6,782.66
Central Emergency Services	211.51610.25VF4.48760	6,520.50
Kachemak Emergency	212.51810.25VF5.48760	6,999.10
		<u>\$32,410.82</u>

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

**SECTION 4.** This ordinance shall be effective retroactively to March 15, 2024.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2024.**

---

Brent Johnson, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Grants Administration

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### MEMORANDUM

**TO:** Brent Johnson, President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Elizabeth Hardie, Grants Administrator & Community Liaison *EH*

**COPY:** Roy Browning, CES Fire Chief  
Jon Marsh, WES Fire Chief  
Bob Ciccirella, KESA Fire Chief  
Trent Burnett, NFSA Fire Chief  
Richard Brackin, BCFSa Fire Chief

**DATE:** March 21, 2024

**RE:** Ordinance 2023-19- 42, Accepting and Appropriating \$32,410.82 in Grant Funds from the Alaska Department of Natural Resource for the Volunteer Fire Capacity Program on Behalf of Bear Creek Fire Service Area, Central Emergency Service Area, Kachemak Emergency Service Area, Nikiski Fire Service Area, and Western Emergency Service Area (Mayor)

---

The Bear Creek Fire Service Area, Central Emergency Service Area, Kachemak Emergency Service Area, Nikiski Fire Service Area, and Western Emergency Service Area all applied the Alaska Department of Natural Resources, Division of Forestry Volunteer Fire Capacity (“VFC”) grant program, formerly known as Volunteer Fire Assistance program. The VFC program may be used for both wildland and structure protection needs. The assistance is provided to increase firefighter safety, improve the firefighting capabilities of rural volunteer fire departments, and enhance protection in the urban-wildland interface.

All five service areas were notified of grant awards. The 2024 VFC awards have a required match amount. The amounts are allocated based on each service area’s individual application for the VFC program, and the notification from the program provides for which service area is to receive which amount.


The awards, grant request description by service area, admin service fee amounts, and match requirements, are listed as follows:

Page -2-  
March 21, 2024  
RE: Ordinance 2023-19- 42

Service Area	Award	Project Description	Account	Match	Admin Service Fee (1% Local Match)
BCFSA	\$ 6,299.96	Firefighting equipment	207.51210.48760	\$ 700.00	\$ 70.00
CES	\$ 6,520.50	Firefighting equipment and firefighter	211.51610.48760	\$ 724.50	\$ 72.45
KESA	\$ 6,999.10	Firefighting equipment and firefighter	212.51810.48760	\$ 777.68	\$ 77.77
NFSA	\$ 5,808.60	Firefighting equipment	206.51110.48760	\$ 645.40	\$ 64.54
WESA	\$ 6,782.66	Firefighter equipment	209.51410.48760	\$ 753.63	\$ 75.36
<b>TOTAL</b>	<b>\$ 32,410.82</b>			<b>\$ 3,601.21</b>	<b>\$ 360.12</b>

The VFC program requires 10 percent matching funds. Match funds, if in excess of 10 percent, are the funds needed to complete the program related to the project within the grant. Each service area will meet the match requirement, and the one percent KPB administrative fee through expenditures made from the approved FY24 operating budget if purchases are made prior to June 30, 2024; or, from the FY25 operating budget if purchases are made between July 1, 2024 and December 31, 2024. Each service area fire chief shall provide grant oversight and project completion.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No. 207.51210.48760	Amt \$770.00
Acct. No. 211.51610.48760	Amt \$796.95
Acct. No. 212.51810.48760	Amt \$855.45
Acct. No. 206.51110.48760	Amt \$709.94
Acct. No. 209.51410.48760	Amt \$828.99
<i>Match +Admin fee</i>	
By: 	Date: <u>3/21/2024</u>

Introduced by:	Mayor
Date:	4/02/24
Hearing:	4/16/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-43**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$89,000 IN FEDERAL PASS-  
THROUGH GRANT FUNDS FROM THE STATE OF ALASKA FOR WOODY FUEL  
DISPOSAL IN THE COMMUNITIES OF COOPER LANDING AND HOPE AND  
APPROVING ENTERING INTO A MEMORANDUM OF AGREEMENT FOR THE  
ADMINISTRATION OF FUNDS AND OPERATIONS**

**WHEREAS,** the Kenai Peninsula Borough ("KPB") provides woody fuel "slash" disposal sites to the public in the communities of Cooper Landing and Hope by way of material sites administered through the Planning Department Land Management Division; and

**WHEREAS,** the slash disposal sites serve landowners who need to remove hazardous fuels in an effort to promote firewise practices; and

**WHEREAS,** the State of Alaska Department of Natural Resources Division of Forestry and Fire Protection is able to provide resources to support operations of wildland fuel disposal sites through implementation of a US Forest Service grant; and

**WHEREAS,** a memorandum of agreement has been negotiated between the KPB and the State of Alaska, Department of Natural Resources, Division of Forestry and Fire Protection to provide for grant-funded management of the Hope and Cooper Landing collection sites for woody fuels for an amount not to exceed \$89,000 on a reimbursement basis with no match requirement; and

**WHEREAS,** the funding agreement will enable operational site improvements and debris management for these sites which have been traditionally ad-hoc and under-resourced, but highly important in the forested communities;

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

**SECTION 1.** That the Mayor is hereby authorized to execute a memorandum of agreement similar in form to what is attached with the State of Alaska Department of Natural Resources Division of Forestry and Fire Protection to expend Federal Pass Through Grant funds and to fulfill the intents and purposes of this ordinance.

**SECTION 2.** That the amount of Federal Pass-Through Grant Funds of \$89,000 be appropriated to account 250.21210.25SLS.49999 for woody debris site management in Hope and Cooper Landing under the grant-funded memorandum of agreement.

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

**SECTION 4.** That this ordinance shall take effect immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2024.**

---

Brent Johnson, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BA*  
Elizabeth Hardie, Community & Fiscal Projects Manager *EH*  
Robert Ruffner, Planning Director *RR*

**FROM:** Marcus A. Mueller, Land Management Officer *mam*

**DATE:** March 21, 2024

**RE:** Ordinance 2023-19-43, Accepting and Appropriating \$89,000 in Federal Pass Through Grant Funds from the State of Alaska for Woody Fuel Disposal in the Communities of Cooper Landing and Hope and Approving Entering into a Memorandum of Agreement for the Administration of Funds and Operations (Mayor)

The Kenai Peninsula Borough (“KPB”) provides woody fuel disposal sites within material sites in both Hope and Cooper Landing. These sites are administered through the Land Management Division. The woody fuel, or “slash” disposal has been accommodated at these sites on an ad-hoc basis due to the importance of community firewise efforts.

The State of Alaska’s Department of Natural Resources Division of Forestry and Fire Protection (“DOF”) is implementing a federal grant to support efforts to collect woody fuels that would otherwise pose a hazard to communities, and in so doing is offering assistance to the Kenai Peninsula Borough to operationally resource these community slash disposal sites.

A memorandum of agreement (“MOA”) has been negotiated with DOF to provide for woody fuels disposal site operations and funding administration by reimbursement without match requirements. The MOA provides up to \$89,000 for reimbursable expenses associated with the Hope and Cooper Landing Slash Disposal sites. The source of funding is a US Forest Service grant to the State of Alaska, id 23-DG-11100106-807. The project would be managed by the Land Management Division.

The Ordinance would appropriate \$89,000 in federal pass through grant funds as well as authorize the Mayor to enter into the MOA with DOF.

Your consideration is appreciated.

#### FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED

Account: 250.21210.25SLS.49999  
Amount: \$89,000

By *CJ* Date: 3/21/2024

# MEMORANDUM OF AGREEMENT

## BETWEEN

DEPARTMENT OF NATURAL RESOURCESS, Division of Forestry and Fire Protection

## AND

THE KENAI PENINSULA BOROUGH

TO SUPPORT WILDLAND FUEL DISPOSAL SITES

### **ARTICLE 1: PARTIES**

The parties of this Agreement are the State of Alaska, Department of Natural Resources, (DNR) Division of Forestry and Fire Protection (DOF) and the Kenai Peninsula Borough (KPB).

### **ARTICLE 2: AUTHORITY and GENERAL INTENT**

AUTHORITIES: Pursuant to AS 41.17.055(e), the State Forester can enter into cooperative agreements as specified under that chapter to complete tasks identified in this document. The Cooperator is a “government agency” that the State Forester can enter into a/this cooperative agreement with.

### **ARTICLE 3: PROJECT SCOPE AND RESPONSIBILITIES**

PURPOSE: Kenai Peninsula Borough is tasked with establishing, managing, and maintaining two public disposal sites. The sites are to accept woody debris removed during small landowner fuels projects (defensible space) undertaken by the landowner, tenant, or other private parties not working for financial gain. The two sites will be located in the census-designated places (CDP) of Cooper Landing, AK and Hope, AK, and will accept the materials in a safe and effective manner. The intent of this contract is to reduce the potential for escaped debris burns, reduce the intensity of wildfires, and mitigate spread of the spruce beetle through hazard fuels reduction in accordance with the terms of this agreement.

THE ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY AND FIRE PROTECTION WILL:

1. Provide financial compensation for the entire duration of this Agreement, total funding not to exceed (NTE) of \$89,000.
2. The Division of Forestry will reimburse KPB for the wages of the personnel who assist with the prescribed hazardous fuels treatment, including for personnel to manage and secure the project sites. DOF will reimburse KPB for contractor expenses incurred in relation to the fuel treatment projects.

THE KENAI PENINSULA BOROUGH WILL:

1. Provide two collection sites for borough residents to drop off woody debris.
2. Provide management and security at the collection locations.
3. Chip, grind, mulch, or burn all woody debris that is received at the disposal locations.
4. Provide payment to employees and contractors if/when used on this project.
5. Develop a system to track amount of biomass received, a metric to determine estimated acres treated, and update the Division of Forestry quarterly.
6. Assist Division of Forestry with initial public outreach to inform residents of the project, inform the public of any available firewood, and provide updates for continued public information on the project.

**ARTICLE 4: PROJECT SPECIFIC TERMS AND CONDITIONS**

**4.A—FUNDS**

**FEDERAL FUNDS**

Funding for this agreement is provided by the US Forest Service federal Grant 23-DG-11100106-807 and is administrated by the Alaska Division of Forestry and Fire Protection. This award is federal financial assistance.

Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR part 200 as adapted and supplemented by the USDA in 2 CFR Part 400. Adaption by the

USDA of the OMB guidance in 2 CFR 400 give regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov).

Funding under this agreement is not available for reimbursement of a receipt single item purchase or a piece of equipment over \$5,000.00.

#### **4.B – FINANCIAL TERMS**

The DOF will reimburse the Kenai Peninsula Borough on the following terms and not to exceed (NTE) amounts. The total reimbursement of this agreement is NTE \$89,000.00.

1. DOF will reimburse KPB for the wages of personnel who chipped, ground, or burned to dispose of the material.
2. DOF will reimburse KPB for the wages of personnel to manage and secure the locations.
3. DOF will reimburse KPB for contractor expenses incurred in relation to chipping, grinding, mulching, or burning the woody materials.
4. DOF will reimburse KPB for equipment that was used to chip, grind, mulch, or burn the material received from the public.

#### **4.C – BILLING PROCESS**

1. Request for payment shall be submitted on Kenai Peninsula Borough letterhead.  
Requests shall have verification backup information attached linking to the scope of work outlined in Article 3.

Point of Contact for all pay items:

Ethan DeBauche

Coastal Region Fuels Specialist

101 Airport Rd Palmer, AK 99645

[Ethan.debauche@alaska.gov](mailto:Ethan.debauche@alaska.gov)

#### **4.D – REPORTING**

The Kenai Peninsula Borough will provide quarterly reports and a final project report to the Division of Forestry. Quarterly reports will include information on estimated acres treated, personnel assigned to the collection site(s), contractors used, photos that help illustrate the quarterly accomplishments, along with other pertinent information. DOF may use any photos in other reports and/or social media. A final report is due by June 1, 2025.

#### **ARTICLE 5. POINTS OF CONTACT**

Ethan DeBauche

Coastal Region Fuels Specialist

State of Alaska Division of Forestry and Fire Protection

101 Airport Rd Palmer, AK 99645

Ethan.debauche@alaska.gov

Marcus A Mueller

Land Management Officer

Kenai Peninsula Borough

144 N. Binkley Street Soldotna, AK 99669

Mmueller@kpp.us

#### **ARTICLE 6: EFFECTIVE DATE AND PERIOD OF AGREEMENT**

The KPB will provide quarterly reports and a final project report to the Division of Forestry. Reports will include information on estimated acres treated, personnel assigned to project site, and contractors used along with other pertinent information. DOF encourages the KPB to include photos that help illustrate the accomplishments and may use these photos in reports and/or social media. A final report is due by June 1, 2025.

## **ARTICLE 7: CHANGES AND AMENDMENTS**

Changes and/or amendments to this Agreement shall be formalized by written amendment that will outline—in detail—the exact nature of the change, including any changes to funding sources, scope of work, location, etc. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person shall be interpreted as amending or otherwise affecting the terms of this Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendment.

This Agreement includes renewal options, to be exercised solely at the discretion of The Division of Forestry and Fire Protection. Renewal periods will not extend past one calendar year. If a renewal option is not exercised by DOF, the Agreement shall be considered expired on the expiration date noted in Article 6 and does not require notification of such by DOF. All exercised renewal options shall be executed via written amendment to the Agreement.

## **ARTICLE 8. TERMINATION**

Either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty days prior written notice of termination. The party initiating the written notice of termination will not incur any liability or obligation to the terminated party, other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date. The party receiving the written notice of termination will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be established based on payments issued prior to termination and, as appropriate, a refund or bill will be issued.

## **ARTICLE 9: DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final.

## **ARTICLE 10. WORKPLACE CONDUCT**

The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood. This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct. Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

## **ARTICLE 11: PARTIES RESPONSIBLE FOR THEIR OWN ACTS**

The Kenai Peninsula Borough and the State of Alaska, including but not limited to the Alaska Department of Natural Resources and/or the Alaska Division of Forestry and Fire Protection, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.

## **ARTICLE 12: LEGISLATIVE APPROPRIATIONS**

The State is a government entity, and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of an agreement is contingent upon Legislative appropriation. The State reserves the right to terminate the agreement in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

## **ARTICLE 13: FORCE MAJEURE**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

## **ARTICLE 14: LAWS AND REGULATIONS**

Nothing in this Agreement is intended to conflict with the Federal, State, or local laws or regulations. If there are conflicts, this Agreement will be amended to bring it into conformation with applicable laws and regulations.

**ARTICLE 15: EXPENDITURE OF FUNDS**

Nothing in this Agreement shall obligate any party in the expenditure of funds or future payments of money in excess of appropriations authorized by law.

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency.

Printed Name	Date	Signature	Date
Procurement Specialist III, Division of Forestry			

Introduced by:	Mayor
Date:	04/02/24
Hearing:	04/16/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-44**

**AN ORDINANCE DEOBLIGATING AND APPROPRIATING KACHEMAK  
EMERGENCY SERVICE AREA CAPITAL PROJECT FUNDS PREVIOUSLY  
APPROPRIATED FOR THE PURCHASE OF SNOW MACHINES AND A  
SNOWBULANCE TO THE AMBULANCE PROJECT**

**WHEREAS,** during the FY2023 annual budgetary process, the Assembly appropriated \$30,000 for the purchase of two snow machines and a snowbulance for Kachemak Emergency Service Area (“KESA”); and

**WHEREAS,** through surplus purchasing, KESA was able to spend less than the amount that was anticipated for its purchase of the snow machines and snowbulance; and

**WHEREAS,** this ordinance will deobligate \$10,000 from the completed project to purchase snow machines and a snowbulance and appropriate those funds to cover a shortfall to complete the purchase of KESA's new ambulance;

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

**SECTION 1.** That \$10,000 is deobligated from the Kachemak Emergency Services Snowbulance Project account 446.51810.23486.49999 and appropriated to account 446.51810.23481.49999 to support the Kachemak Emergency Service Ambulance Project and related costs.

**SECTION 2.** That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 3.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2024.**

---

Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Kachemak Emergency Service Area

### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*  
John Hedges, Purchasing and Contracting Director *JH*

**FROM:** Bob Ciciarella, KESA Chief *BC*

**DATE:** March 21, 2024

**RE:** Ordinance 2023-19- 44 , Deobligating and Appropriating Kachemak Emergency Service Area Capital Project Funds Previously Appropriated for the Purchase of Snow Machines and a Snowbulance to the Ambulance Project (Mayor)

Due to issues related to Kachemak Emergency Service Area ("KESA") purchase and procurement of a new ambulance, there is a shortfall of \$9,409.00, plus the applicable admin fee, for this purchase. Recently, KESA accepted delivery of the Ambulance and at that time it was discovered that a change order, which was processed but inadvertently not added to the purchase order, has resulted in a deficit that is due and owing to the vendor.

Fortunately, KESA was able to save approximately \$25,000 on an FY24 capital project for the purchase of two snow machines and a snowbulance by acquiring surplus equipment from Nikiski Fire Service Area. The surplus purchase filled KESA's need at a significant savings and KESA is able to close out that project. The funds that were saved on the two snow machine and snowbulance purchases are now available to close out the ambulance purchase.

This ordinance will deobligate \$10,000 from the completed snow machine/snowbulance project and appropriated to the ambulance project for completion.

Your consideration is appreciated.

#### FINANCE DEPARTMENT FUNDS VERIFIED

Acct. No. 446.51810.23486.49999

Amount \$10,000

By: *CF* Date: 3/21/2024

Kenai Peninsula Borough  
Assembly

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**MEMORANDUM**

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

**THRU:** Michele Turner, Borough Clerk (1 m)

**DATE:** April 2, 2024

**RE:** New Liquor License & Restaurant Designation Permit – Odyssey Lodge – License 6193

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KPB 7.10.010 provides for a mandatory Assembly review of applications for new liquor licenses and restaurant designation permits at locations within the Borough. Accordingly, the attached new application and restaurant designation permit as filed by China Bay LLC dba Odyssey Lodge located in the Kenai Peninsula Borough are submitted to you for review and action.

The Borough Finance Department has reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Department has reviewed the application for proximity to churches and/or schools and has no objection to the new license based on location.

The granting of this restaurant designation permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and personnel under age of 20 for employment.

---

**RECOMMENDATION:** That the Assembly approves the issuance of a letter of non-objection to Alcohol Marijuana Control Office and approves the issuance of the restaurant designation permit requested by China Bay LLC dba Odyssey Lodge.

cc: China Bay LLC

# Kenai Peninsula Borough

## Planning Department

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### MEMORANDUM

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

**THRU:** Robert Ruffner, Planning Director *RR*  
Samantha Lopez, River Center Manager *SL*

**FROM:** Ryan Raidmae, Planner *RR*

**DATE:** March 5, 2024

**RE:** Application for New Liquor License; **Application:** Odyssey Lodge; **Landowner of New Premises:** China Bay LLC; **License #:** 6193; **Parcel #:** 193-270-03; **Property Description:** T 7S R 12W SEC 15 SEWARD MERIDIAN HM 0001539 US SURVEY 1539 (CHINA POOT BAY); **Location:** 54932 China Poot Bay REM SW, Halibut Cove, Alaska.

---

As requested, the Planning Department has reviewed the above application for a new liquor license that will be operated from 54932 China Poot Bay Rem SW, Halibut Cove, to determine if there are any churches or schools within 500 feet (KPB 7.10).

A radius search identified no churches or schools within 500-feet of KPB Parcel #193-270-03, 54932 China Poot Bay Rem SW, Halibut Cove, AK.

The property complies with all the requirements of KPB 7.10.020(A)(2)(a-e).

Please see the attached Planning Review map for reference.



December 27, 2023

Kenai Peninsula Borough  
Multiple Emails

Via:	Outdoor Recreation Lodge	License Number:	6193
Licensee:	China Bay LLC		
Doing Business As:	Odyssey Lodge		
Premises Address:	54932 China Poot Bay REM		

From Toni Croft(deceased) to Croft Vineyards LLC

☒ New Application

☐ Transfer of Ownership Application

☐ Transfer of Location Application

☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provides that the board will deny a license application if the board finds that the license is prohibited as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are in a place within the local government where a local zoning ordinance prohibits the alcohol establishment unless the local government has approved a variance from the local ordinance.

Sincerely,  
Joan Wilson Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

**Why is this form needed?**

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents, before any license application will be considered complete.

**Section 1 – Establishment and Contact Information**

Enter information for the business seeking to be licensed.

Licensee:	China Bay LLC		
License Type:	Outdoor Recreation Lodge	Statutory Reference:	04.11.225
Doing Business As:	Odyssey Lodge		
Premises Address:	54932 China Poot Bay REM		
City:	China Poot	State:	AK
		ZIP:	99603
Local Governing Body:	Kenai Peninsula Borough		
Community Council:	N/A		

Mailing Address:	952 Alameda Padre Serra		
City:	Santa Barbara	State:	CA
		ZIP:	93103

Designated Licensee:	Gary Fisher		
Contact Phone:	805-453-9795	Business Phone:	805-453-9795
Contact Email:	fishergaryalan@gmail.com		

Seasonal License? ☐ Yes ☒ No ☐ If "Yes", write your six-month operating period: \_\_\_\_\_

OFFICE USE ONLY			
Complete Date:		License Years:	
Board Meeting Date:		Transaction #:	106721885
Issue Date:		Examiner:	

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## Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application****Section 2 – Premises Information**

Premises to be licensed is:

☐

an existing facility

☒

a new building

☐

a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

**Section 3 – Sole Proprietor Ownership Information**This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

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NOV 22 2023



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-00: New License Application

### Section 4 – Entity Ownership Information

This section must be completed by any **entity**, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Entity Official:	Gary Fisher				
Title(s):	Member Manager	Phone:	805-453-9795	% Owned:	100
Address:	952 Alameda Padre Serra				
City:	Santa Barbara	State:	CA	ZIP:	93103

Entity Official:	Zack Patton				
Title(s):	Affiliate	Phone:	805-453-9765	% Owned:	0
Address:	54932 China Poot Bay REM				
City:	China Poot	State:	AK	ZIP:	99603

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10052976	AK Formed Date:	3/3/2017	Home State:	CA
Registered Agent:	Reeves Amodio Corporate Services Inc.		Agent's Phone:	907-222-7100	
Agent's Mailing Address:	500 L ST STE 300				
City:	Anchorage	State:	AK	ZIP:	99501

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

☒ ☐

**Section 5 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses: Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

☐ ☒

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

**Section 6 – Authorization**

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☒ ☐

If "Yes", disclose the name of the individual and the reason for this authorization:

Jessica Brown - Legal Counsel  
Andrew Klair - Legal Counsel

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Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

GA

I certify that all proposed licensees have been listed with the Division of Corporations.

GA

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

GA

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

GA

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

GA

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

GA

  
Signature of licensee

  
Signature of Notary Public

GARY A FISHER  
Printed name of licensee

Notary Public in and for the State of Alaska

NOTARY PUBLIC  
Karen Garvey  
STATE OF ALASKA  
My Commission Expires January 21, 2026

My commission expires: 01-21-26

Subscribed and sworn to before me this 10<sup>th</sup> day of October, 2023.

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NOV 22 2023



## Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application****Why is this form needed?**

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **menu** or expected menu listing the meals, including entrées prepared on-site and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

**Section 1 – Establishment Information**

Enter information for licensed establishment.

Licensee:	China Bay LLC				
License Type:	Outdoor Recreation Lodge	License Number:			
Doing Business As:	Odyssey Lodge				
Premises Address:	54932 China Poot Bay REM				
City:	China Poot	State:	AK	ZIP:	99603
Contact Name:	Gary Fisher	Contact Phone:	8054539795		

**Section 2 – Type of Designation Requested**

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ☒ Dining after standard closing hours: AS 04.16.010(c)
- ☐ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☒ Employment for any persons under 21 years of age: AS 04.16.049(c)  
NOTE: Under AS 04.16.049(d), a Department of Labor and Workforce Development work permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	Initials:

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Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 3 – Minor Access**

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Guest minors will only be allowed in the dining area. Employed minors will only be present in the kitchen.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

ID's will be checked before alcohol service is provided to anyone who appears to be under the age of 40 years old. All staff will be trained to supervise and monitor dining area and insure no consumption by minors.

Yes No

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

☒ ☐

**Section 4 – DEC Food Service Permit**

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

If you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

*\*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.*



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 5 – Hours of Operation**

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

6:00 AM to 12:00 AM Daily

**Section 6 – Entertainment & Service**

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes

No

☐☒

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Live music and dancing as permitted by AS 04.11.100(g)(2); wedding events which include the same.

Food and beverage service offered or anticipated is:

☒

table service

☐

buffet service

☐

counter service

☒

other

If "other", describe the manner of food and beverage service offered or anticipated:

Lodge guests who are leaving the lodge to participate in remote activities will be served bag lunches to take with them on their adventure.

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NOV 22 2023



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 7 – Certifications and Approvals**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

GAF

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.  
This menu includes entrées that are regularly sold and prepared by the licensee at the licensed premises.

GAF

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

GAF

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.

GAF

*(AB-03 applications that accompany a new or transfer license application will  
not be required to submit an additional copy of their premises diagram.)*

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

GAF

**Gary Fisher**

Printed name of licensee

*Gary Fisher*

Signature of licensee

**Local Government Review** (to be completed by an appropriate local government official):

Approved

Denied

☐☐

Signature of local government official

Date

Printed name of local government official

Title

**RECEIVED**



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**Alaska Alcoholic Beverage Control Board**

**Form AB-03: Restaurant Designation Permit Application**

**AMCO Enforcement Review:** \_\_\_\_\_ **Enforcement Recommendation:** Approve Deny

☐☐

\_\_\_\_\_  
Signature of AMCO Enforcement Supervisor

\_\_\_\_\_  
Printed name of AMCO Enforcement Supervisor

\_\_\_\_\_  
Date

**Enforcement Recommendations:**

**AMCO Director Review:** \_\_\_\_\_ Approved Denied

☐☐

\_\_\_\_\_  
Signature of AMCO Director

\_\_\_\_\_  
Printed name of AMCO Director

\_\_\_\_\_  
Date

**Limitations:**

# THE MEANDERING GOAT

Odyssey Lodge

## MENU

Inspired by the fresh seafood, vegetables' and what's in season and available in Alaska farmer markets, the chefs create a menu that highlights produce at its peak of freshness, sustainably raised meat and seafood, local ingredients, and other high-quality provisions made from scratch

## BREAKFAST

### Odyssey Special\*

Two Biscuit Halves with Sausage Patties Smothered in Country Gravy,  
Served with Two Eggs and Home Fries\*

### Belgian Waffle\*

Waffle, Two Eggs, and Choice of Ham, Bacon, or Sausage

### Two Egg Breakfast\*

Served with Home Fries and Choice of Toast, English Muffin, Biscuit or Tortillas

### Veggie Omelet

Spinach, mushroom, tomato, onion, and bell pepper.

Coffee, Latte, Tea, Orange Juice, Milk

## LUNCH

### Smoked Salmon BLT\*

Thinly-Sliced Smoked Salmon, Bacon, Lettuce, Tomato, Picked Red Onion,  
Smoked Salmon Spread, Brioche Bun

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**Grilled Shrimp Caesar Salad\***

Romaine, Shaved Parmesan-Reggiano, Croutons, White Anchovies', Black  
Garlic Caesar dressing

**House Made Veggie Burger\***

Avocado, Mixed Greens, Tomato, Firestick Onions, Herb Mayonnaise,  
Melted Swiss Cheese, Wheat Bun

**Crispy Chicken Sandwich\***

Buttermilk Fried Chicken, Havarti Cheese, Sweet Slaw, Almonds, Tomato,  
Arugula, Honey Mustard, Herb Mayonnaise, Sesame Bun

**SIDES**

Basket of Fries  
Demi Mixed Greens  
Fried Brussel Sprouts  
Roasted Potatoes

**DINNER**

**APPETIZERS**

**Fried Cauliflower'**

Cucumber, Yogurt Sauce, Herbs

**Mussels\***

Alaska Mussels, Chipotle Cream, White Wine, Leek & Shallot, Corn, Garlic & Herb  
Butter

**Oysters on the Half Shell\***

(Raw Oysters)

Half Dozen, Cucumber, Ginger Mignonette

**SALAD**

**Classic Caesar\***

Parmesan, Croutons, White Anchovy

**Burrata Salad**

Baby Arugula, Balsamic, Crispy Prosciutto, Grilled Tomato, Shaved Asparagus

**Avocado & Heirloom Tomato, Caprese**

Heirloom Tomatoes, Arugula, Fresh Mozzarella, Basil, Fig Vincotto, Olive Oil, Sea Salt, Cracked Pepper

**MAIN COURSE**

**Pan Roasted Halibut\***

Brown Butter, Hazelnuts, Potatoes, Lemon

**Grilled Salmon\***

Sprouting Cauliflower, Potato, Piperade, Black Walnut Vinaigrette

**Fish & Chips\***

Beer Battered Wild Alaska Cod, Tartar Sauce, Smoked Jalapeno Mayonnaise

**Mushroom Ravioli\***

Mixed Mushrooms, Leeks, Shallots, Mixed Vegetables, Madeira Cream, Ricotta, Spinach, Shaved Parmesan Cheese

### **Bavette Steak\***

Raclette-Potato Gratin, Maitake, Steak Jus

## **DESSERT**

### **Lava Cake**

Rich Chocolate Cake. Molten-Belgian-Chocolate, Vanilla Ice-Cream

### **Tiramisu**

Sea Salt Carmel, Coca-Butter

\*. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs, may increase your risk of foodborne illness, especially if you have certain medical conditions. Thoroughly cooking foods of animal origin reduces the risk of foodborne illness.

If you have a food allergy or special dietary requirements, please inform a member of staff or ask for more information.

# CERTIFICATE *of* COMPLETION

THIS ACKNOWLEDGES THAT

**Gary Fisher**

HAS SUCCESSFULLY COMPLETED THE

Online Alaska TAP® Responsible Beverage  
Server and Seller Training Program



Date of Completion: November 1, 2023  
This Certificate Expires on: **14 days from the date of completion.**

*David Daniel*

SIGNED, *David Daniel*, TAP Instructor



NOTE - This is your temporary certification form. Your official certification card will be mailed to you within 5 business days.  
This certificate is NOT valid if the person listed is under the age of 21.  
Please contact Alaska CHARR at 907-274-8133 with questions regarding this certification

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Alaska CHARR Training for Alcohol Professionals (TAP)® Webinar - 10/27

# CERTIFICATE of COMPLETION

THIS ACKNOWLEDGES THAT

**Zachary Patton**

HAS SUCCESSFULLY COMPLETED THE

Online Alaska TAP® Responsible Beverage  
Server and Seller Training Program



RECEIVED  
NOV 22 2023

Date of Completion: October 27, 2023

This Certificate Expires on: **14 days from the date of completion.**

*David Daniel*

SIGNED, David Daniel, TAP Instructor



**TAP**

TRAINING FOR ALCOHOL  
PROFESSIONALS

NOTE - This is your temporary certification form. Your official certification card will be mailed to you within 5 business days.

This certificate is NOT valid if the person listed is under the age of 21.

Please contact Alaska CHARR at 907-274-8133 with questions regarding this certification



Alaska Alcoholic Beverage Control Board

## Form AB-02: Premises Diagram

### Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

**The second page of this form may not be required.** Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

**This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete.**

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	China Bay LLC	License Number:	6193		
License Type:	Outdoor Recreation Lodge				
Doing Business As:	Odyssey Lodge				
Premises Address:	54932 China Poot Bay REM				
City:	China Poot	State:	AK	ZIP:	99603





Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-02: Premises Diagram

### Section 2 – Detailed Premises Diagram

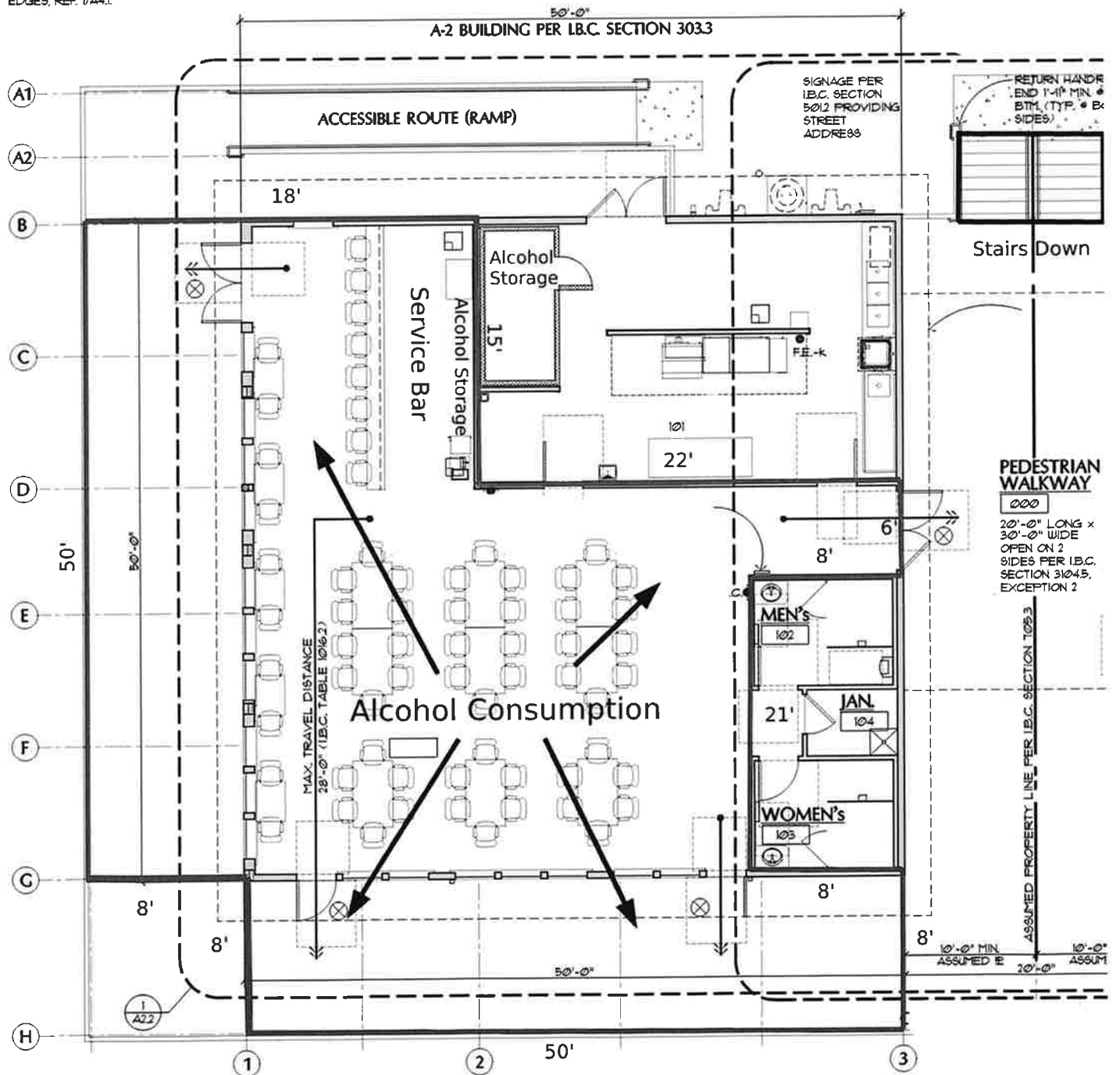
Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

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NOV 7 2 2023

HANDRAILS AND GUARDRAILS TO  
CONFORM w/ I.B.C. SECTIONS 1012.4 1013,  
AND 1607.2.1 FOR LOAD RESISTANCE.

PROVIDE 2" h. EDGE PROTECTION PER  
ADA.A.G. AT ALL DECK AND RAMP  
EDGES, REF. V/A4.1.

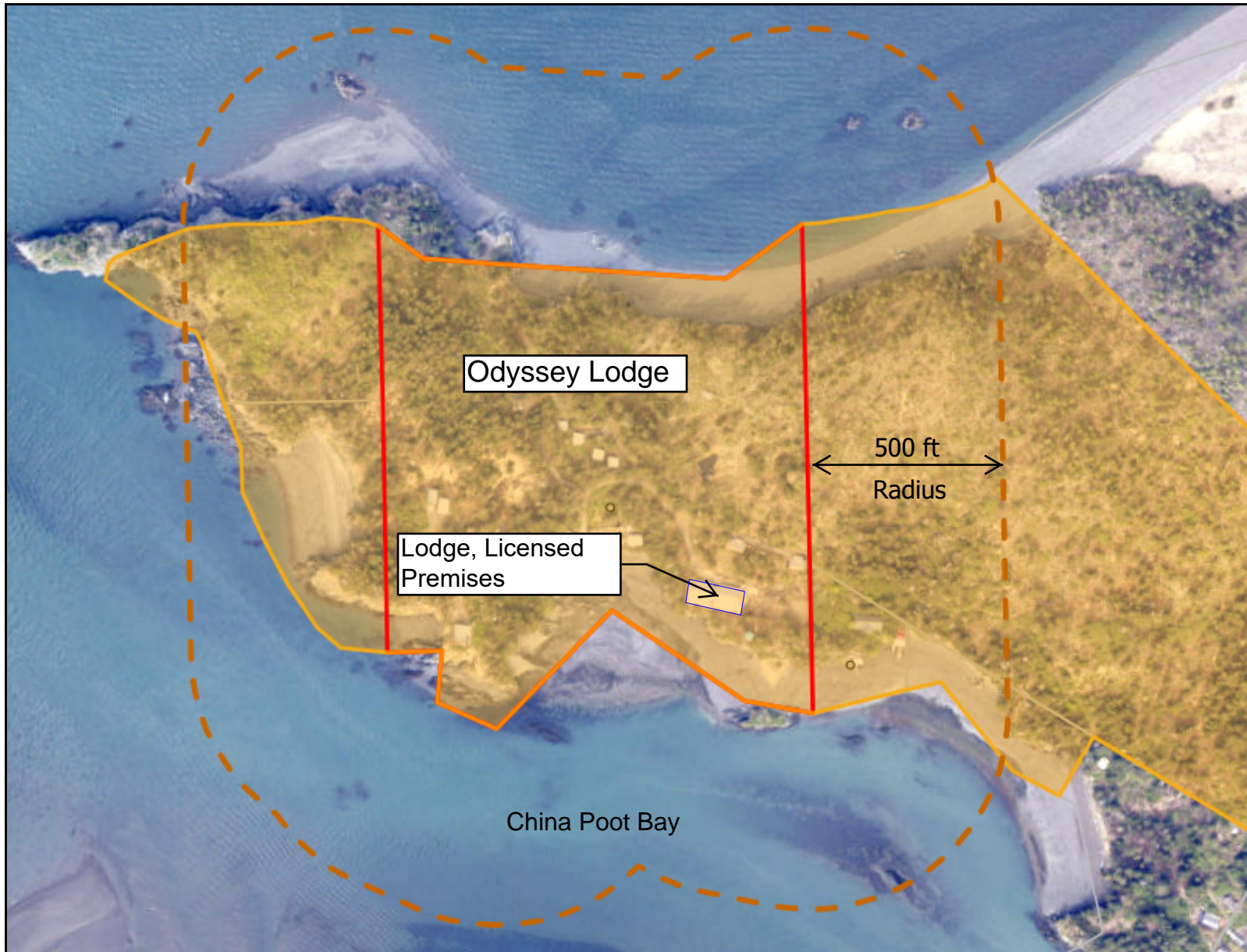
## North



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NOV 22 2023



RECEIVED  
NOV 22 2023



### Legend

- Mileposts
- Highway Major Road
- 500-foot Parcel Radius
- Subject Parcel
- Intersecting Parcels




Map created on Monday,  
March 4, 2024

Kenai Peninsula Borough  
Office of the Borough Clerk

---

**MEMORANDUM**

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

**FROM:** Michele Turner, Borough Clerk 

**DATE:** April 2, 2024

**RE:** Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Retail Store Application for Fat Tops, LLC, License No. 36739, Anchor Point

---

KPB 7.30.010 provides that the Assembly shall review and make recommendations to the state on applications for new retail marijuana licenses located within the Borough. Accordingly, the attached application filed by Fat Tops, LLC is submitted to you for review and recommendation.

The Borough Finance Department reviewed the application and has no objection to the new retail license based on unpaid taxes. The Planning Department reviewed the application and has no objection to the new license based on the standards set forth in KPB 7.30.

---

**RECOMMENDATION:**

That the Assembly approves the issuance of a letter of non-objection to the Alcohol Marijuana Control Office regarding the new retail marijuana license as requested by Fat Tops, LLC with the recommendation that the following conditions be placed on the state license pursuant to 3 AAC 306.060(b):

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).

# Kenai Peninsula Borough

## Office of the Borough Clerk

---

### MEMORANDUM

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

**THRU:** Robert Ruffner, Planning Director *RR*  
Samantha Lopez, River Center Manager *SL*

**FROM:** Ryan Raidmae, Planner *RR*

**DATE:** Friday, March 25, 2024

**SUBJECT:** Application for a new Retail Marijuana Store License. **Applicant:** Fat Tops, LLC;  
**Landowner:** Slaughter Property Management, LLC; **License #:** 36739; **Parcel #:** 165-510-51; **Property Description:** T 4S R 15W SEC 34 SEWARD MERIDIAN HM 0780005  
GRANROSS GROVE SUB UNIT 1 LOT 4; **Location:** 33200 Sterling Hwy, Anchor Point, AK 99556

---

The planning department will make recommendations to the assembly regarding land use regulation of marijuana establishments as defined by AS 17.38 and administer and implement any land use regulations adopted by the borough assembly.

---

While reviewing the application for Fat Tops, LLC, the Planning Department found that the location for the retail marijuana store is adjacent to the future location of Chapman School.

Per KPB 7.30.020(B)(1), "Marijuana establishments shall not: Be located within 1,000 feet of any school. The distance specified in this subsection must be measured by the shortest pedestrian route from the public entrance of the building in which the licensed premises would be located to the outer parcel boundaries of the school."

The shortest pedestrian route was measured and was found to be 468 feet long. This distance is less than the required 1,000 feet and therefore a protest would be warranted.

Even though a protest maybe warranted, the Planning Department does not recommend that action. Instead, the Planning Department suggests a conditional approval to the State pursuant to the "criminal activity" and "protection of public safety" standards in KPB 7.30.020(E). The proposed condition on the license would state, "If a school is ever constructed on KPB Parcel 165-720-06, then an obstruction must be placed or erected to block all access between the marijuana establishment and the school."

If the Eastern Pedestrian route was blocked and the Southern route was used, then the shortest pedestrian route would be 1,340 feet long. This distance is greater than the required 1,000 feet and therefore a protest would not be warranted.

The Retail Marijuana store would also be subject to the following conditions:

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).

Please see the attached map for reference.

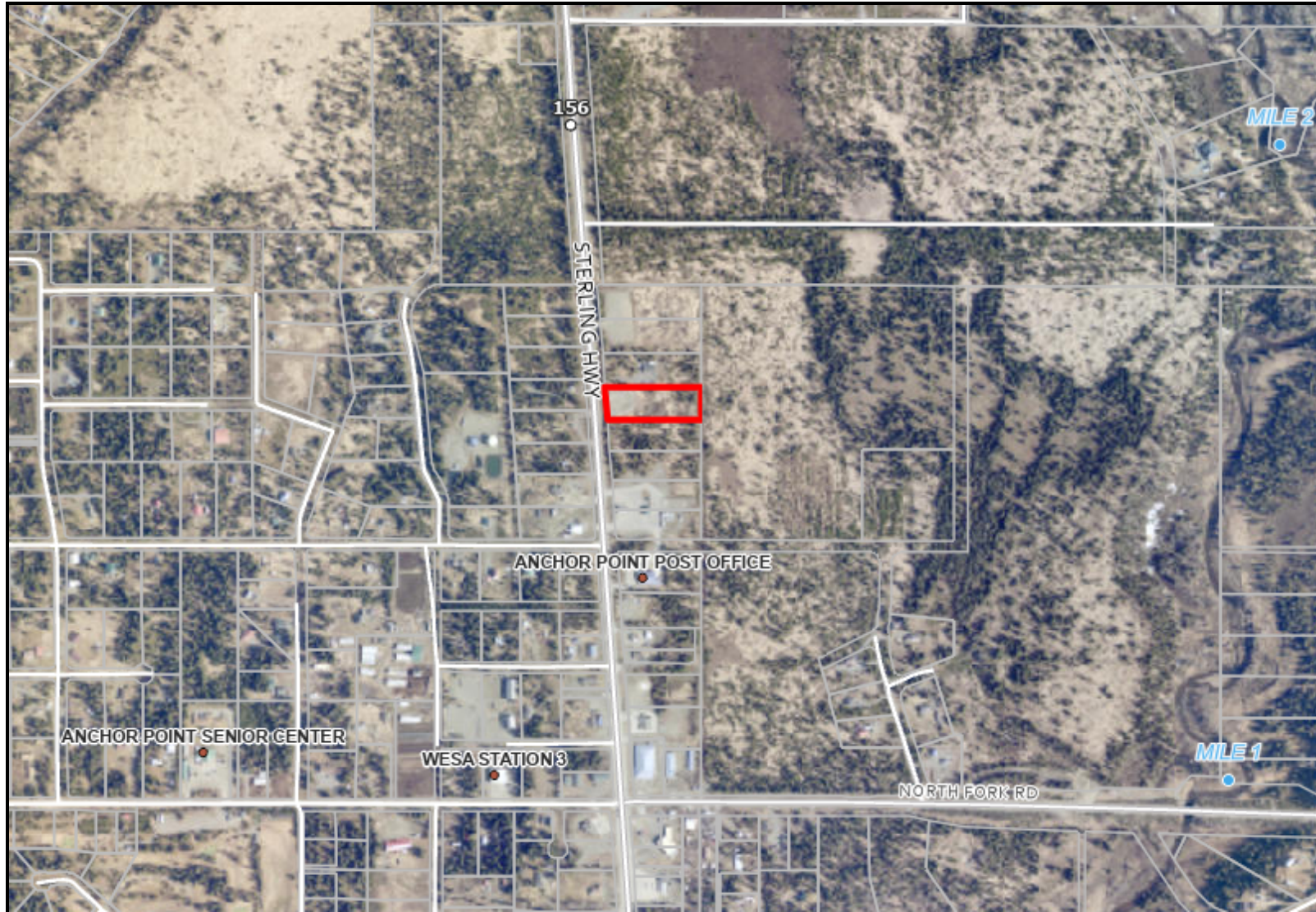


**Fat Tops, LLC**

Application Number: 36739

KPB Parcel ID: 16551051

**Land Use Map**



**LEGEND**

 Parcel Boundary

Vicinity: Anchor Point



Wednesday, March 20, 2024

\*Radius shown depicts the radius from the parcel boundaries. KPB 7.30 states that the distance must be measured by the shortest pedestrian route. If there were relevant facilities within the 500-foot or 1,000-foot radius, the shortest pedestrian path would be shown and measured. Questions or comments can be relayed to rraidmae@kpb.us.

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. It is not intended to be used for measurement. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.

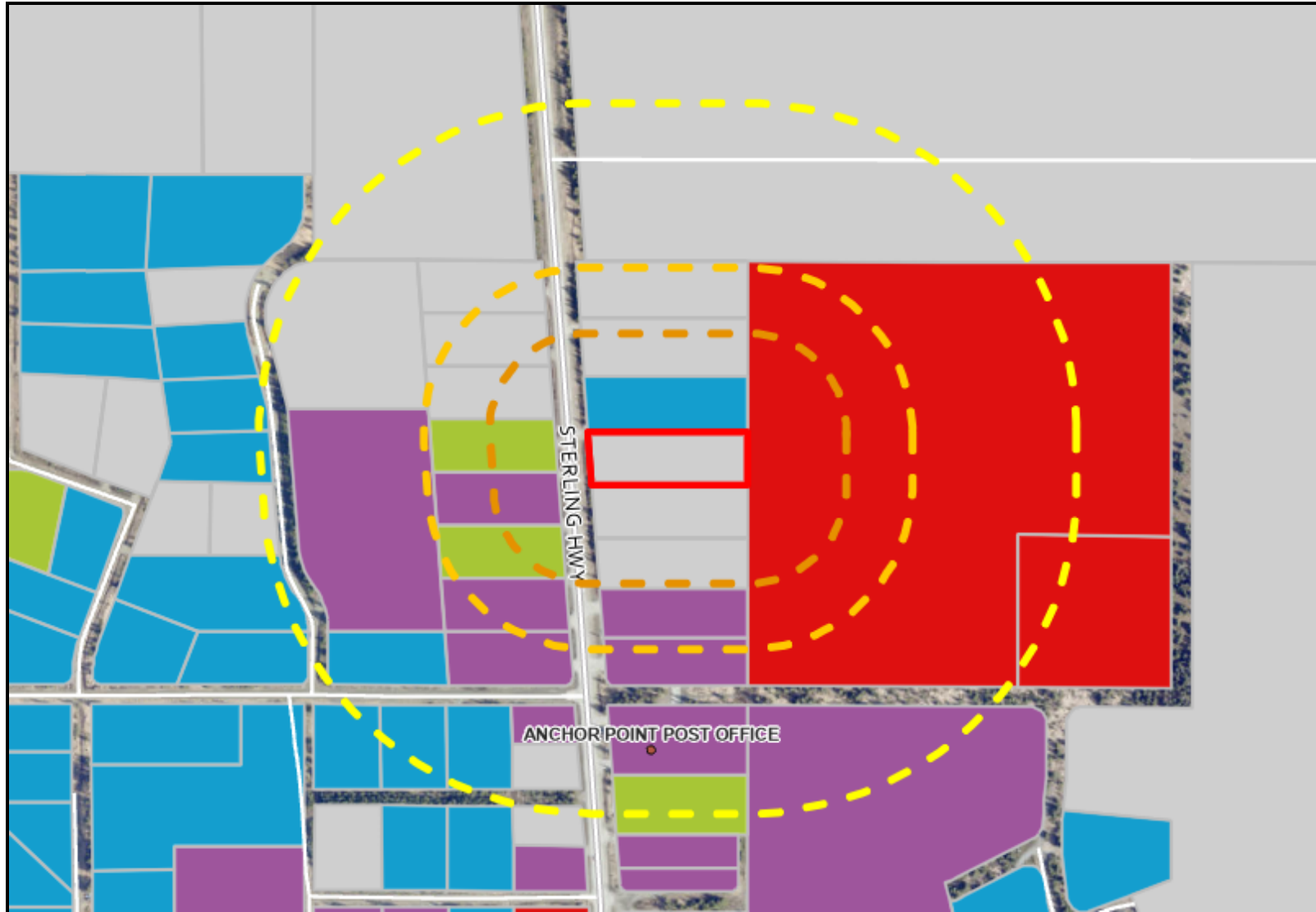


**Fat Tops, LLC**

Application Number: 36739

KPB Parcel ID: 16551051

**Land Use Map**



**LEGEND**

- Parcel Boundary
- 300ft Radius
- 500ft Radius
- 1000ft Radius

**Land Usage within 1000ft Radius\*  
by Land Use Type**

- Residential
- Accessory Building
- Commercial
- Institutional
- Industrial
- Other

APC: ANCHOR POINT APC

LOZ: n/a

Vicinity: Anchor Point



Wednesday, March 20, 2024

\*Radius shown depicts the radius from the parcel boundaries. KPB 7.30 states that the distance must be measured by the shortest pedestrian route. If there were relevant facilities within the 500-foot or 1,000-foot radius, the shortest pedestrian path would be shown and measured. Questions or comments can be relayed to rraidmae@kpb.us.

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. It is not intended to be used for measurement. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



**Legend**

- Tax Parcels
- School Parcel
- Marijuana Retail Store
- East Pedestrian Route 1
- South Pedestrian Route 2

0 500 1000  
ft

Thursday, March 21, 2024 Map  
created by RCR





## Alaska Marijuana Control Board

**Form MJ-00: Application Certifications****Why is this form needed?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

**This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FAT TOPS, LLC.	License Number:	36739		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	33200 Sterling Hwy.				
City:	Anchor Point	State:	AK	ZIP:	99556

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	David Parker
Title:	member/manager

**Section 3 – Other Licenses**

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?



If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

LIC#: 23810 - Retail Marijuana Store  
LIC#: 11140 - Retail Marijuana Store  
LIC#: 11138 - Standard Marijuana Cultivation Facility



Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.





Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

NA

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

**All marijuana establishment license applicants:**

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

David Parker

Printed name of licensee

Signature of licensee



## Alaska Marijuana Control Board

**Form MJ-01: Marijuana Establishment Operating Plan****Why is this form needed?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

**What must be covered in an operating plan?**

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03**, **Form MJ-04**, **Form MJ-05**, or **Form MJ-06**) to meet the additional operating plan requirements for each license type.

**Section 1 – Establishment & Contact Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FAT TOPS, LLC.	MJ License #:	36739		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	33200 Sterling Hwy.				
City:	Anchor Point	State:	Alaska	ZIP:	99556

Mailing Address:	PO BOX 1462				
City:	STERLING	State:	Alaska	ZIP:	99672

Designated Licensee:	David Parker				
Main Phone:	907-262-4200	Cell Phone:	907-953-2470		
Email:	fattops@gmail.com				

**Form MJ-01: Marijuana Establishment Operating Plan****Section 2 – Control Plan for Persons Under the Age of 21**

**2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:**

This is a marijuana retail store. As such, no one under 21 will be allowed past the front door. The front door will be monitored at all times by Fat Tops staff and no one may gain admission into the premises without presenting valid id and having their age verified. Once legal Id's are checked at the main door, persons 21 years of age and older will be admitted. No tours or leisure visits are permitted within the licensed premises areas or any portion of this licensed facility including restricted areas. Any visitor to this part of the licensed premises will have to be able to prove: over 21 years of age via valid ID: State or federal, drivers license, passport etc., and a need to be escorted into any restricted access area. If a need is determined, visitor's identification will be screened, and the visitors log will be filled out. Visitor will wear an identification tag at all times while in the facility. No more than 5 visitors per employee will be permitted in the facility at a time, in accordance with applicable laws and AMCO regulations. All other means of ingress and egress doors to this facility and building will remain locked at all times. No handling of the marijuana will occur except by the licensee, his employees or agents and not by and visitors or customers. All marijuana will be kept in restricted areas where no customers have access to it. Video surveillance will record all entries, exits, points of sale and rooms within this licensed facility with the exception of the rest room which is part of the licensed facility but not a restricted access area.

**Section 3 – Security**

**Restricted Access Areas (3 AAC 306.710):**

**3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:**

The Applicant requests visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge shall greet visitors. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the retail facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor Policy shall apply to all facility visitors including, but not limited to, contractors and delivery/transportation drivers. No

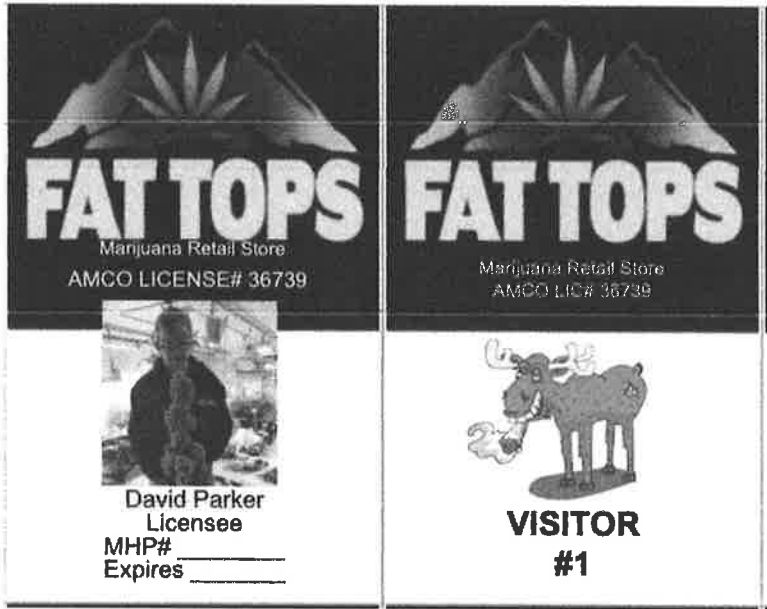
**3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:**

A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's I.D. numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit and they will be accounted for at the end of each visit as well. The Applicant requires all visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge shall greet visitors. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the retail facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor Policy shall apply to all facility visitors including, but not limited to, contractors and delivery/transportation drivers. No more than five visitors per escort. All restricted access areas will be clearly marked and remain locked and closed until a need for them to be opened is determined.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Commercial type exterior high lumen output lighting will be provided at all facility exits and entrances and each side of the building. Some of the lighting will be motion sensitive if desired or on at all times. Security cameras will be I.R. capable, and the field of view will cover the approach up to each exterior door. Security cameras will record 24 hours per day, seven days per week, 365 days per year for a minimum of 40 days as per AMCO regulation.

**Form MJ-01: Marijuana Establishment Operating Plan**

**3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:**

The alarm system that will be in use at the proposed facility will be provided and monitored by, Alarm.com or similar company. The system will be comprised of a main control panels with panic functions for fire, emergency and medical. Hold up alarms (silent alarms), multiple interior motion sensors, door and window sensors for all doors and windows. Motion detectors in all rooms and covering all doors and windows. Internal and external siren. All to be monitored at all times when activated during closed hours. Alarm system controls will be wall-mounted. Any time the facility is left unattended, the alarm system shall be "active". All windows and exits will be monitored 24 hours a day, 7 days a week. The video system will record 24 hours per day, seven days per week, 24 hours per day in excess of 40 days with day, date and time stamps. Motion Detectors are integrated into the security system. In the event of a motion related alarm, Licensee or designated agent will view the camera feed from inside the proposed facility or other location to determine if any further action is necessary. The panic audible alarm button will be used in the event of any perceived security breach as well as silent alarm buttons/switches to be activated in case of hold up or other emergency that may arise. Procedures for a notification of security breach: If facility is staffed, assess situation and take appropriate action. Call 911 if necessary. If the situation allows, remain at facility to assist law enforcement. If facility is vacant. Licensee or authorized agent are to return to facility to assist law enforcement once the area is made safe by law enforcement. Law enforcement will be notified immediately by the alarm monitoring company should the alarm be set-off or for fire or other emergency. They will then respond. All employees, agents of licensee and licensee will cooperate with members of law enforcement. We will notify the Department of Commerce, Community, and Economic Development, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises or the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises.

**3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:**

All marijuana product on premises will only be handled by licensee, employees or agents designated by licensee. All will have the required marijuana handler's card. Licensee, employee or agent will be present at transfers of marijuana product to ensure integrity of shipment. All marijuana product on premises will be logged in and tracked in accordance with Franwell/METRC system from seed to sale. Routine internal audits will be conducted periodically. Video cameras will run 24 hours per day, 365 days per year both indoors and outside as previously designated and will be stored for a minimum of 40 days. Should any diversion occur, a review of the video surveillance tapes both from the inside and outside will help to catch any perpetrator and proper action may be taken. Furthermore, the tracking system and recorded weights of marijuana product will detect any change to our marijuana supplies, so that action may immediately be taken which includes notification to AMCO and local law enforcement. All employees including their bags, backpacks, purses etc. will be subject to search as a part of their condition of employment upon suspicion of diversion. Furthermore, employees will have to place all personal belongings into a separate locker when coming to work or lock them within their vehicle or leave them at home. If diversion is determined to have occurred, AMCO enforcement will be notified immediately and no more than 24 hours after the diversion, theft or loss etc. is discovered.

**3.7. Describe your policies and procedures for preventing loitering:**

Signs will be posted stating a clear message that "No Trespassing" or "No Loitering" is permitted, and that area is video monitored 24/7. Video surveillance of the exterior areas will be available to employees inside the facility. Standard policy is to notify law enforcement of any violation these regulations or of any suspicious activity. There will be no loiterers or trespassers: None.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

**3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.**



# Form MJ-01: Marijuana Establishment Operating Plan

## Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.



3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.



3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.



3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).



3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Entrances/exits to and from the facility will have cameras (within 20 feet of each entrance/exit) trained on them from the interior in such a way that faces are easily identified. Facility entrances/exits will also have exterior cameras (within 20 feet of each entrance/exit) to monitor areas around exits to provide a view of the approach to the entrances/exits. All rooms will have cameras as well covering all portions of each room. All cameras will be high definition, mounted at a height sufficient for clear video footage with infrared/night vision capabilities for night viewing and recording.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

All video surveillance will be stored in a digital format on a local device and backed up on a hard drive. Storage will be sized appropriately to maintain at a minimum 40 days of recording, and a digital back-up of all data. Server rack will consist of a wall mountable, lockable cabinet sized appropriately to contain all necessary computer components. The rack will be located within a secure locked room within the proposed facility, ensuring that only authorized personnel are able to access the video surveillance equipment. Its' accessibility will be via password protection and only the licensee, or designated employee will have access to it. It maintains storage for over 40 days and will be accessible to AMCO enforcement and/or law enforcement as well upon request. It is not accessible to the general public.



# Form MJ-01: Marijuana Establishment Operating Plan

## Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

**4.1. I certify that the following business records will be maintained and kept on the licensed premises:**

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

**4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:**

All business records will be kept on the premises in a locked file cabinet or safe. These records will be available for inspection upon request. These records include but are not limited to: a current employee list and handler card information, contact information for our vendors and video surveillance and alarm systems, records on advertising and marketing, visitor logs, tax records, premise diagram and transportation records. The digital records will be backed up at the end of each business day. Security camera video will be maintained for 40 days of recording at a minimum. This company will provide any record required to be kept on the licensed premises to an employee of the board upon request. Any records kept off premises will be provided within 3 days of the request. Some of these records may be kept on an external hard drive and maintained within the locked cabinet and/or safe.



# Form MJ-01: Marijuana Establishment Operating Plan

## Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

## Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.





6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Aside from the marijuana handler's course and required testing, licensees, employees and agents will be kept current as to any change in regulation from AMCO, law enforcement (state, local or federal) as well as to any industry changes. This will be done monthly at monthly meetings between supervisor's and employees, unless METRC issues a bulletin or AMCO issues an advisory requiring more immediate dissemination of information. In this event, affected employees will be required to read and sign such memos at commencement of 1st shift after advisory or bulletin received. Additional training will also be made available to all employees through applicable media, legal articles, periodicals of trade and updated handler's recertification tests as they become due for recertification as well as any other information that may become available and be applicable. The internet is also a good source for updated information as well and will be utilized. Will subscribe to the AMCO mailing list and open METRC bulletins in timely fashion. Our attorney Lance C. Wells will also keep us informed any changes or new developments.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. 
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. 
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. 
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). 

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

**Section 8 – Transportation and Delivery of Marijuana and Marijuana Products**

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Marijuana or a marijuana product may only be transported to a licensed marijuana establishment by a licensee or an agent or employee of a licensee. Bulk batch packs of up to 5 pounds may be received. Once received and entered in to METRC, the marijuana will be packaged (if not purchased prepackaged) in a variety of ways. Batches varying sizes of joints or of 1 .0 gram packs may be produced as well as 1 /8 oz, 114oz and 1 ounce packages: cannot exceed 1 ounce. All labeling on all packaging will meet the standards as required for retailers. See attached. All marijuana slated to leave the facility will be placed into a durable, tamper-evident METRC packaging prior to transport. The shipment will be accompanied by the appropriate manifest, and will be verified by the licensee or designated agent before the shipment is permitted to leave. A marijuana establishment shall keep records of all marijuana or marijuana products shipped from or received at that marijuana establishment as required under 3 AAC 306. 755. See cont'd response.



# Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

## Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Not more than three signs will be used- whether attached to the building, on within the windows, or freestanding. The signs will not exceed 4800 square inches. The sign would depict the name of the facility, address, phone number and/or any logo as well as one may be digital and may convey marketing messages Any such message will be double checked for current local and amco compliance. The signage, messages, and logo would not be enticing towards children.



Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Advertising may consist of local Alaska Leaf magazine, trade magazines, social media, lighters, clothing items or other items of permissible branding, website, business cards, stickers, and/or in collaboration with local and state wide retailers. It would reflect the name of the business, address, phone number, email address and company logo. The logo will not be enticing towards children. This list is merely inclusive but not exhaustive. See Attached Logo.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



David Parker  
Printed name of licensee

*David Parker*  
Signature of licensee



# Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

**3.6 Cont'd Response:**

All employees including their bags, backpacks, purses etc. will be subject to search as a part of their condition of employment upon suspicion of diversion. Furthermore, employees will have to place all personal belongings into a separate room when coming to work or lock them within their vehicle or leave them at home.

**8.1 Cont'd Response:**

In accordance with 3 AAC 306.470, when we package the marijuana, we will either place in a package of 1 ounce or less, in approved packaging for the retail store to sell individually. In accordance with 3 AAC 306.475, the packaging shall have these 5 statements to be on the packaging:

- (1) "Marijuana has intoxicating effects and may be habit forming and addictive.";
- (2) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence.";
- (3) "There are health risks associated with consumption of marijuana.";
- (4) "For use only by adults twenty-one and older. Keep out of the reach of children.";
- (5) "Marijuana should not be used by women who are pregnant or breast feeding."

When marijuana or a marijuana product is transported the marijuana establishment that originates the transport shall use the marijuana inventory tracking system to record the type, amount and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle. A complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times. During transport, the marijuana or marijuana product must be in a sealed package or container and in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product. The sealed package may not be opened during transport. A vehicle transporting marijuana or a marijuana product must travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and may not make unnecessary stops in between except to deliver or pick up marijuana or a marijuana product at another licensed marijuana establishment. When a marijuana establishment receives marijuana or a marijuana product transported in compliance with this section, the recipient of the shipment shall use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received. The recipient shall refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest. The locked, safe and secure storage compartment is located behind the rear seat of our transport vehicle and will be bolted or chained in to the vehicle frame. All marijuana product will be contained within this safe. The compartment measures approximately 18" wide x 10" tall x 59" long. In the event that the proposed facility's planned transport vehicle is not available, a contract transportation/ security company such as Valkyrie Security & Asset Protection or The Transfer Answer will be utilized to carry out product transfers. It will have the required manifest and disclosures attached to the outside of it as required per regulation. See above.



## Alaska Marijuana Control Board

**Form MJ-02: Premises Diagram****Why is this form needed?**

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

**What must be submitted with this form?**

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**  
A diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**  
If different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change or Form MJ-31: Walk-Up or Drive-Through Exterior Window Pick-Up Diagram and Operating Plan must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**  
A **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**  
An **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**  
A diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

**This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FAT TOPS, LLC.	MJ License #:	36739		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	33200 Sterling Hwy.				
City:	Anchor Point	State:	Alaska	ZIP:	99556



## Form MJ-02: Premises Diagram

### Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. However, AMCO will require full coverage of the walk-up or drive-through exterior window area as required by 3 AAC 306.380(b) and (g) for marijuana retail establishments. Items marked with a double asterisks (\*\*) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☒ License number and DBA
- ☒ Legend or key
- ☒ Color coding
- ☒ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☒ Dimensions
- ☒ Labels
- ☒ True north arrow

The following additional details must be included in Diagram 1:

- ☒ Surveillance room
- ☒ Restricted access areas
- ☒ Storage areas
- ☒ Entrances, exits, and windows, including walk-up or drive-through exterior window for marijuana retail establishments
- ☒ Walls, partitions, and counters
- ☒ Any other areas that must be labeled for specific license or endorsement types
- ☐ \*\* Serving area(s)
- ☐ \*\*Employee monitoring area(s)
- ☐ \*\*Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☒ Areas of ingress and egress
- ☒ Cross streets and points of reference

The following additional details must be included in Diagram 5:

- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions
- ☒ Cross streets and points of reference

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Initial:



David Parker

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board  
**Form MJ-02: Premises Diagram**

---

**Section 3 – Cultivation Applicants ONLY**

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

**3.1. Describe the site of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:**

N/A-

DIAGRAM 1, 2 & 5

\_\_\_\_\_, LLC  
DBA: \_\_\_\_\_  
LICENSE # \_\_\_\_\_

AMCO KEY

PROPOSED LICENSED PREMISES

SHELVING/DISPLAY W/ MARIJUANA

SHELVING/DISPLAY NO MARIJUANA

MARIJUANA STORAGE

RESTRICTED ACCESS AREA

NON-RESTRICTED RESTROOM

POS SYSTEM

S

SURVEILLANCE EQUIPMENT & RECORDING STORAGE

R


SIX MONTHS BUSINESS RECORDS STORAGE

1

SAFE / DROP-BOX (BOLT TO FLOOR)

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

JOB: # 220604

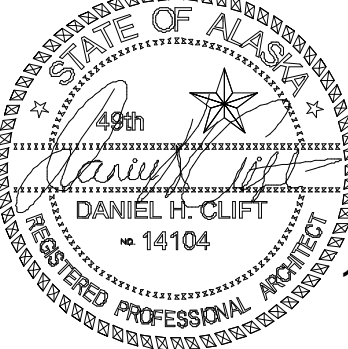


Determine  
DESIGN

Determine DESIGN LLC AECL1613  
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Checked by: DHC



DANIEL H. CLIFT  
14104  
REGISTERED PROFESSIONAL ENGINEER

191

Project Title: Anchor Point MJ Retail  
Prepared for: David Parker  
Sheet Title: MJ-02 DIAGRAMS  
Address: 33200 Sterling Hwy, Anchor Point, AK 99556

01

AMCO RCVB 11/13/2023

\_\_\_\_\_, LLC  
DBA: \_\_\_\_\_  
LICENSE # \_\_\_\_\_

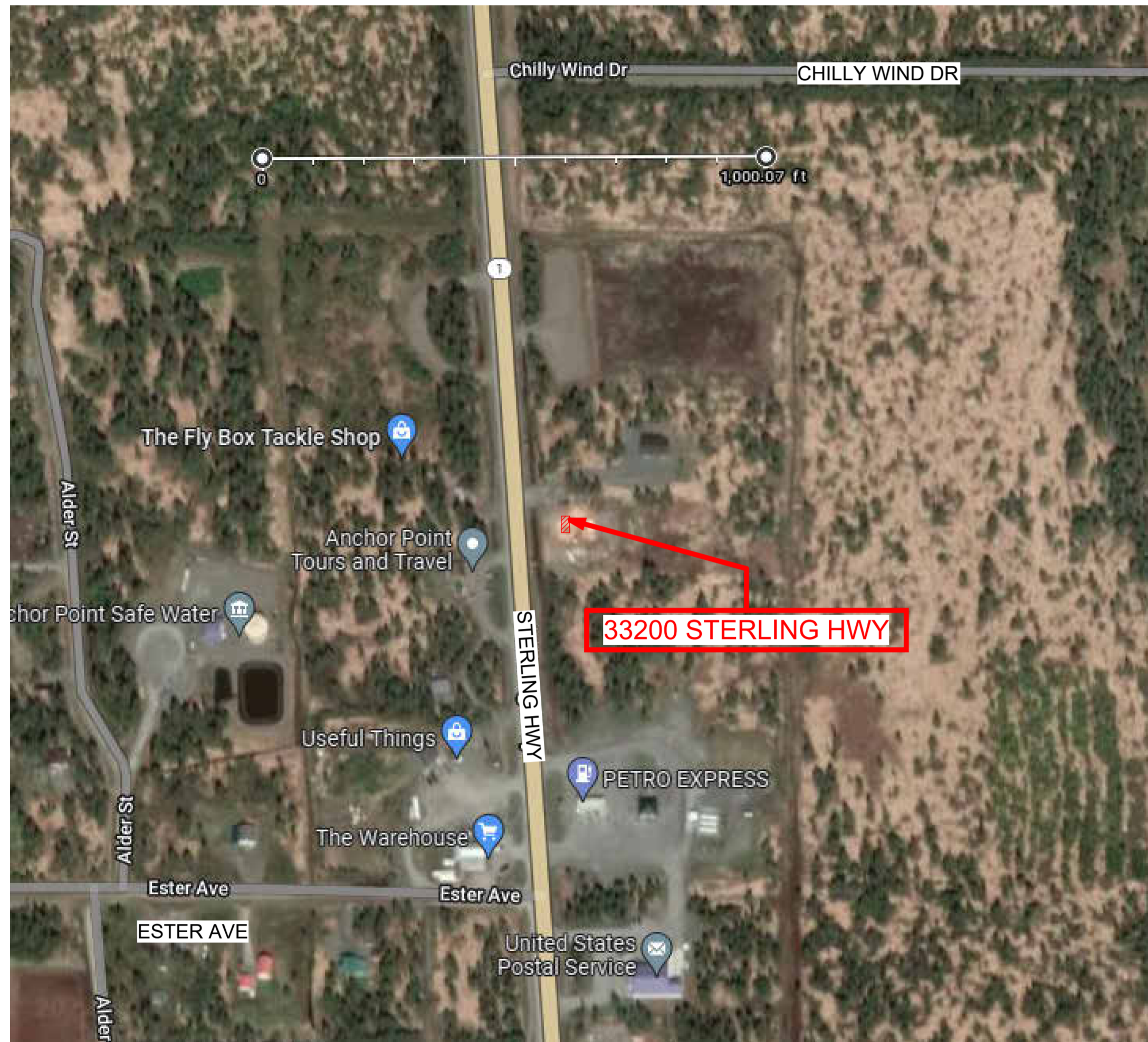
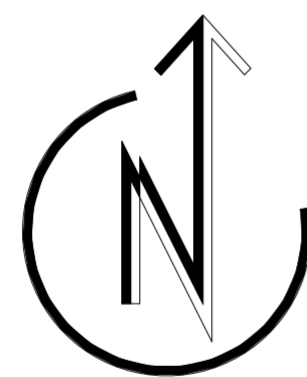
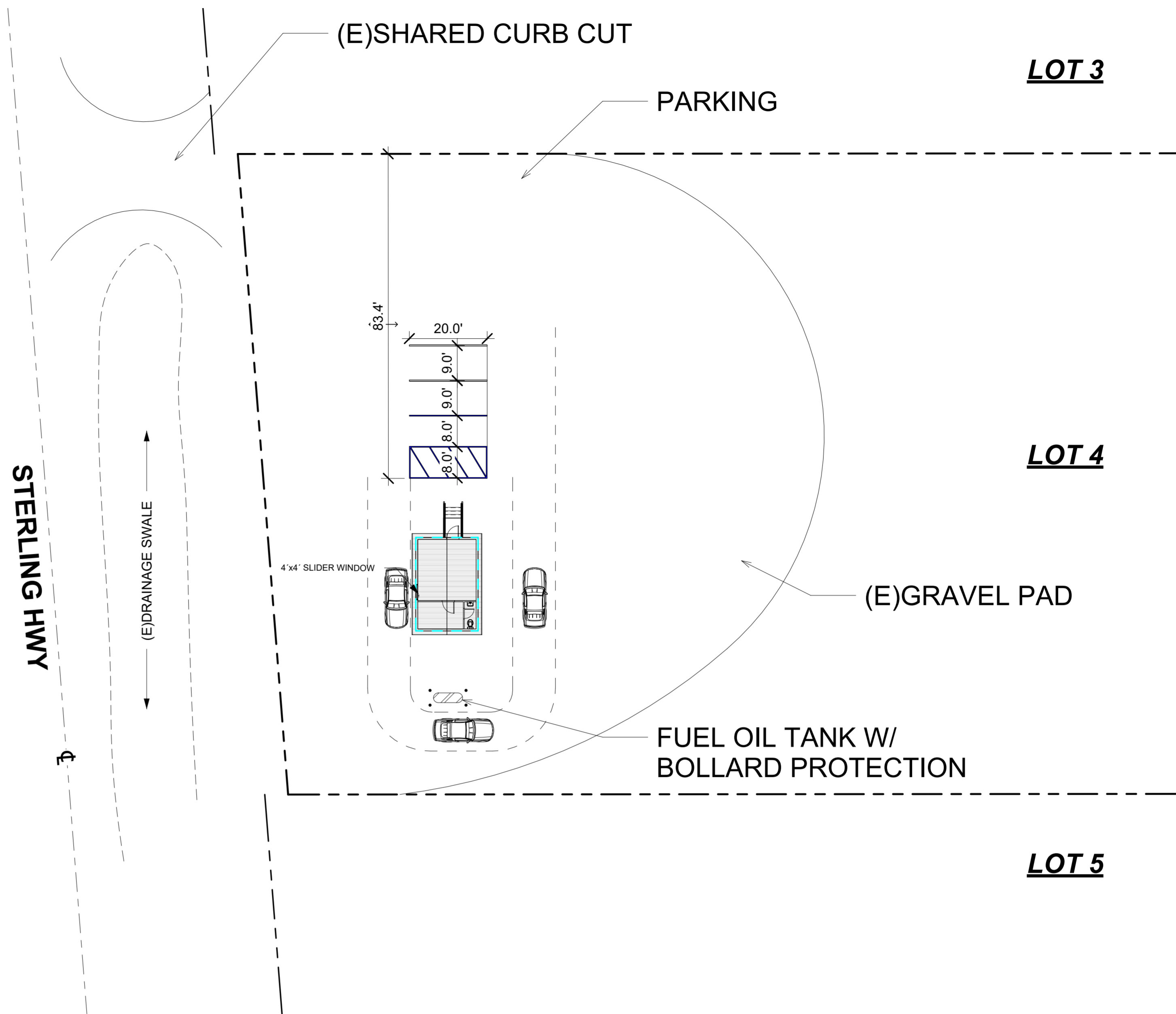


DIAGRAM 4



PROPOSED LICENSED PREMISES/RIGHT TO POSSESSION

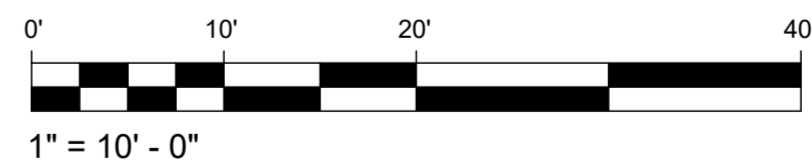
DIAGRAM 3



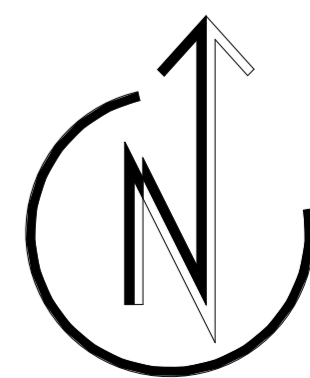
AMCO KEY

PROPOSED LICENSED PREMISIS/RIGHT TO POSSESSION

INGRESS & EGRESS



1" = 10' - 0"

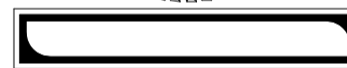
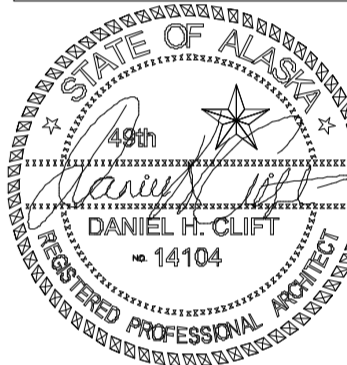


JOB: # 220604



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Project Title: Anchor Point MJ Retail  
Prepared for: David Parker  
Sheet Title: MJ-02 DIAGRAMS  
Address: 33200 Sterling Hwy, Anchor Point, AK 99556

02

VICINITY MAP - ANCHORAGE, ALASKA

SITE VICINITY

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

CODE REVIEW

I. CODE: 2012 INTERNATIONAL BUILDING CODE AS ADOPTED BY THE STATE OF ALASKA TITLE 13.

II. SCOPE: NEW CONSTRUCTION  
DESCRIPTION OF PROJECT: NEW WOOD FRAMED RETAIL STORE ON PILE FOUNDATION

III. OCCUPANT CLASSIFICATION: MERCANTILE (GROUP 'M')

LEVEL	AREA	FUNCTION	OCC
GROUND	384 SF	M-RETAIL	13

IV. SPECIAL DETAILED OCCUPANCY REQUIREMENTS  
N/A

V. GENERAL HEIGHTS AND AREAS  
  
ADDRESS IDENTIFICATION: 12" TALL x 6" WIDE NUMBERS  
SIGNS SHALL BE PERMITTED SEPARATELY  
  
BASIC ALLOWABLE (MOST RESTRICTIVE IBC T503): VB  
1 STORY / 9,000 SF  
  
ACTUAL AREA/STORY: 1 STORY / 384 SF

VI. TYPES OF CONSTRUCTION  
  
TYPE OF CONSTRUCTION REQUIRED: VB  
OCCUPANT GROUP CLASSIFICATION (RESTRICTIVE): M  
  
EXTERIOR WALL REQUIRED RATING (IBC T602)  
DISTANCE      RATING(MOST RESTRICTIVE)  
X<5'            -    2-HOUR  
5'<X<10'       -    1-HOUR  
10'<X<30'      -    NO RATING

VII. FIRE RESISTANCE REQ'D  
N/A

VIII. INTERIOR FINISHES TABLE 803.9 & 804.4

SPRINKLER (NO)  
  
CLASS C WALL/CEILING FINISHES REQUIRED  
CLASS II FLOORS COMPLYING WITH DOC FF-1 'PILL TEST'

IX: FIRE PROTECTION SYSTEMS  
  
IFC 506.1: PROVIDE KNOX BOX:"KEY BOX SHALL BE OF AN APPROVED TYPE LISTED IN ACCORDANCE WITH UL 1037, AND SHALL CONTAIN KEYS TO GAIN ACCESS AS REQUIRED BY THE CODE OFFICIAL."  
MOUNT KNOX BOX AT 66" AFG  
  
IFC 503: FIRE APPARATUS ROAD WITHIN 150' OF ALL EXTERIOR WALLS MEASURED BY WALKING DISTANCE.  
  
IFC 903 NFPA 13 SPRINKLER: NOT REQUIRED  
  
IFC 906.1: PORTABLE FIRE EXTINGUISHERS REQUIRED: EVERY 75'  
  
IFC 907: MANUAL PULL FIRE ALARM: NOT REQUIRED

X. MEANS OF EGRESS  
AREA:  
CORRIDOR WIDTH SHALL NOT BE LESS THAN: 36"  
DOORS SHALL NOT PROJECT MORE THAN 7" INTO WIDTH.  
  
EXIT SIGNS REQUIRED WHERE MULTIPLE EXIT REQUIRED  
EXIT SHALL BE ILLUMINATED, 90 MIN BATTERY BACKUP  
  
MAX DEAD END: 20 FT (IBC 1020.4)  
COMMON PATH: 75 FT (IBC T1006.2.1)  
DISTANCE TO EXIT WHERE MULTIPLE: 200 FT (IBC T1017.2)  
  
EGRESS PATH SHALL BE ILLUMINATED BY WITH 1 FOOT-CANDLE AT ALL TIMES WITH 90 MINUTE BATTERY BACKUP  
  
STAIRS:  
4-7" RISE & 11" TREAD MINIMUM. MINIMUM WIDTH 44", UNLESS SERVING 50 OR FEWER PERSONS, IN WHICH CASE THE REQUIRED WIDTH IS 36". ONE LANDING REQ'D FOR EVERY 12' OF OVERALL RISE AND BE MINIMUM DEPTH EQUAL TO WIDTH, CLEAR OF DOOR SWING.  
  
RAMPS: N/A  
  
XI: ACCESSIBILITY  
N/A  
  
XII: INTERIOR ENVIRONMENT  
  
NATURAL VENTILATION  
IF VENTILATION TO BE NATURAL, OPENABLE PORTION NOT LESS THAN 4%  
20 SF OPENING; 20/384 = 5.21%  
  
LIGHTING & ELECTRICAL TO BE DESIGNED & INSTALLED BY ELECTRICAL ADMINISTRATOR LICENSED IN THE STATE OF ALASKA  
  
MINIMUM ROOM HEIGHT NOT LESS THAN 7'-6"  
EXCEPTION: STORAGE, RESTROOM, KITCHEN & MEZZANINE AREAS PERMITTED MINIMUM HEIGHT OF 7'-0"  
MINIMUM WIDTH IN ALL OCCUPIED AREAS NOT LESS THAN 3' EXCEPT TO ACCESS MEP, 2'  
  
UNOCCUPIED SPACES CRAWLSPACE OR ATTIC (NO):  
  
ATTIC ACCESS: AN OPENING NOT LESS THAN 20"X30" SHALL BE PROVIDED TO ANY ATTIC AREA HAVING A CLEAR HEIGHT OF OVER 30". CLEAR HEADROOM OF NOT LESS THAN 30" SHALL BE PROVIDED IN THE ATTIC SPACE AT OR ABOVE THE ACCESS OPENING.  
  
CRAWL SPACES: N/A  
  
XXVIV: PLUMBING FACILITIES  
(IBC T2902.1)  
  
PROVIDED:  
1 WATER CLOSET (INCENDIARY)  
1 LAVATORY (TANK FED, DRAIN TO WASTE)  
  
WATER FOUNTAINS NOT REQUIRED IN OCCUPANCIES OF 15 OR FEWER PERSONS  
  
SERVICE SINKS NOT REQUIRED IN OCCUPANCIES OF 15 OR FEWER PERSONS (GROUP B & M ONLY)  
  
SEPARATE FACILITIES NOT REQUIRED WHERE MAX OCCUPANT LOAD OF 15 OR FEWER (100 OR FEWER IN GROUP M)

INDEX

G-1      Vicinity, Index & Code Review

A-1.0    Site Plan

A-1.1    Floor Plan

A-1.2    Roof Plan

A-3.1    Section

A-4.1    Elevations

A-6.1    Foundation & Floor Framing

STRUCTURAL NOTES

GROUND SNOW LOADS:    65 LBS / SF

3-SECOND WIND SPEED:   146 Vmph

SEISMIC DESIGN CATEGORY:   'D'

STRUCTURAL DESIGN RISK CATEGORY:   II

JOB: # 220604

Determine

DESIGN

100

11.0

11.1

11.2

13.1

14.1

16.1

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193

Project Title: Anchor Point MJ Retail

Prepared for: David Parker

Sheet Title: Vicinity, Index & Code Review

Address: 33200 Sterling Hwy, Anchor Point, AK 99556

G-1

SITE DETAILS

Site Data:

LEGAL: GRANROSS GROVE SUB.  
UNIT 1 LOT 4  
ADDRESS: 33200 STERLING HWY  
CITY, STATE: ANCHOR POINT, AK  
ZONING: N/A  
LOT SIZE: 1.835 ACRE  
PARCEL: 16551051  
PLAT: 78-5

JOB: # 220604



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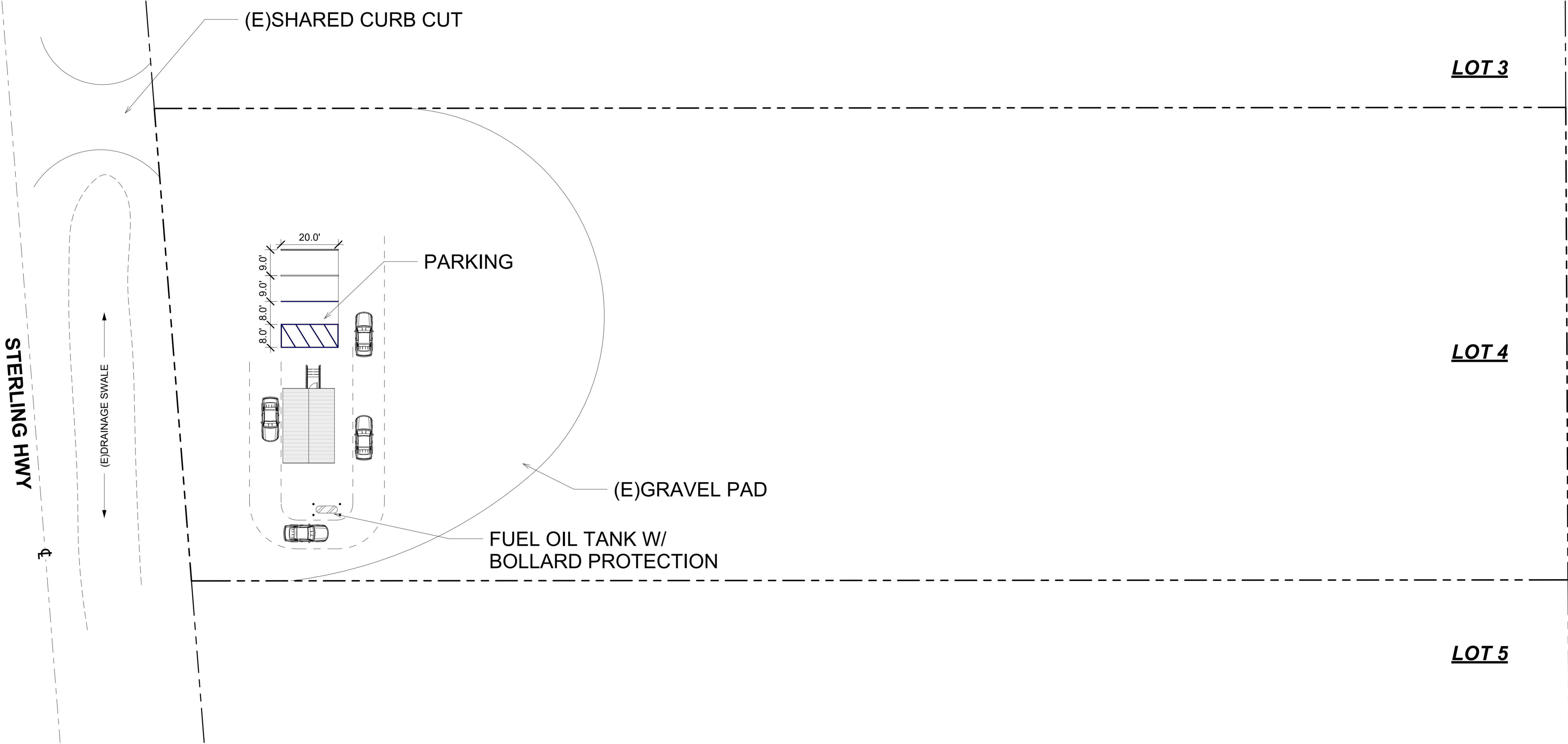
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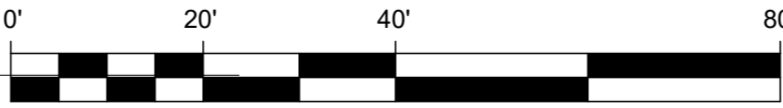
Project Title: Anchor Point MJ Retail  
Prepared for: David Parker  
Sheet Title: Site Plan  
Address: 33200 Sterling Hwy, Anchor Point, AK 99556



A-1.0



1 Site Plan  
1" = 20'-0"



Room Schedule							
#	Name	Area	Occ	Wall Finish	Ceiling Finish	Base Finish	Floor Finish
101	RETAIL	236 SF	6	GYP/P1	GYP/P1	RB1	EP
102	OFFICE / STORAGE	82 SF	1	GYP/P1	GYP/P1	RB1	EP
103	TOILET	21 SF	N/A	MR/P1	MR/P1	RB1	EP

### ROOM SCHEDULE LEGEND

GYP: GYPSUM WALL BOARD  
MR: MOISTURE RESISTANT GYP, TYPE X  
P1: LATEX ACRYLIC, MOLD/MOISTURE RESISTANT PAINT  
RB1: 4" (MIN) RUBBER COVE BASE  
EP: EPOXY FLOOR PAINT

Door Schedule						
Door #	Width x Height	Type	Door Material	Frame Material	Hardware Group	Comments
04	36"x80"	FLUSH, 1/2-LITE	WD	WD	E	1,2
05	30"x80"	FLUSH	WD	WD	B	
06	36"x80"	FLUSH	WD	WD	C	




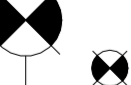
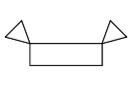

### DOOR SCHEDULE LEGEND

WD: SOLID CORE WOOD  
1. DOOR CLOSER  
2. WEATHERSTRIPPING

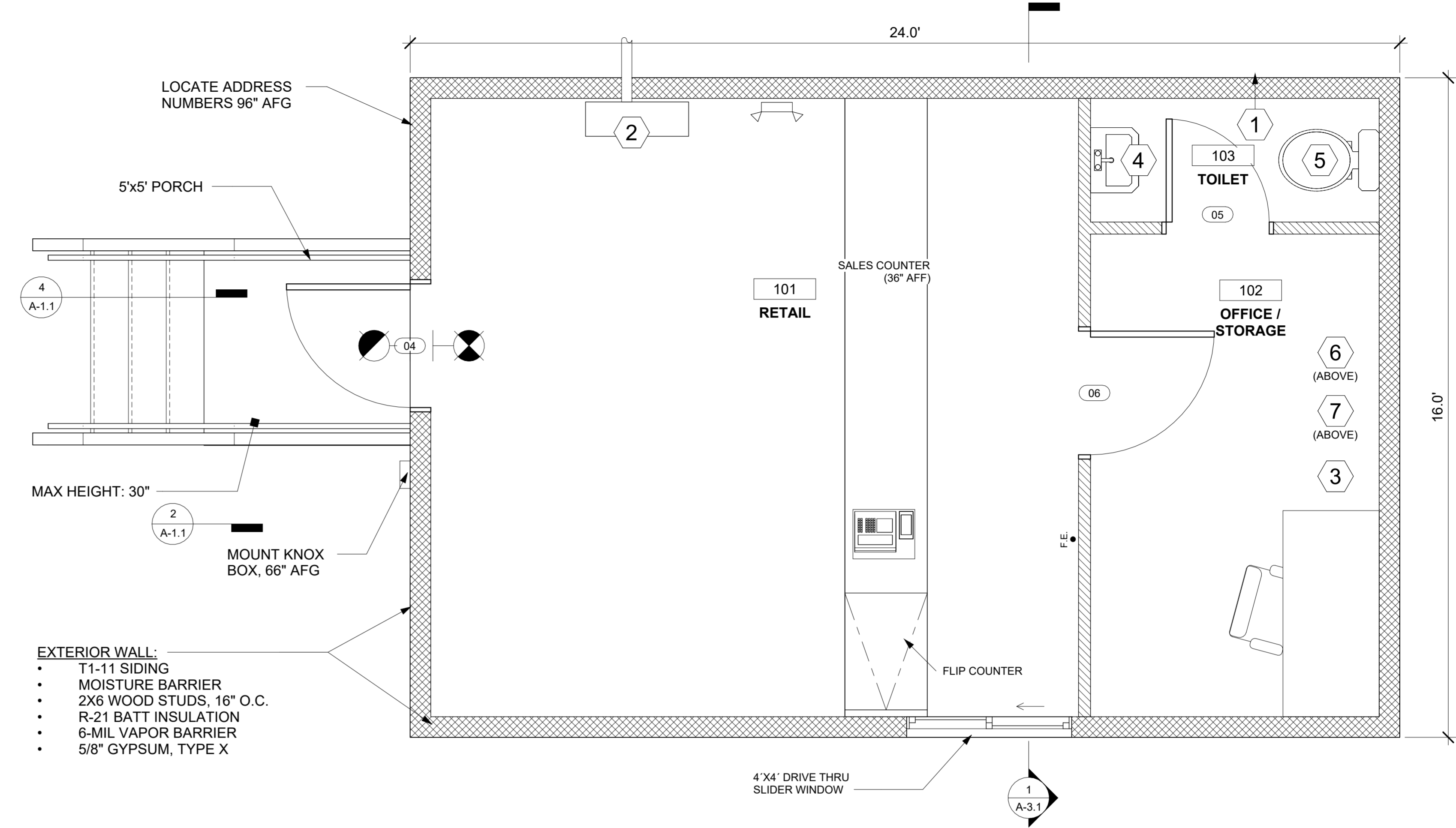
### DOOR HARDWARE SCHEDULE LEGEND

L: PASSAGE LATCH, NO LOCK OPTION  
E: ENTRY LATCH, COMMERCIAL LOCK  
B: PRIVACY LATCH  
C: KEYED LATCH, KEY ONLY OPERATION (KEY FROM INGRESS SIDE ONLY)

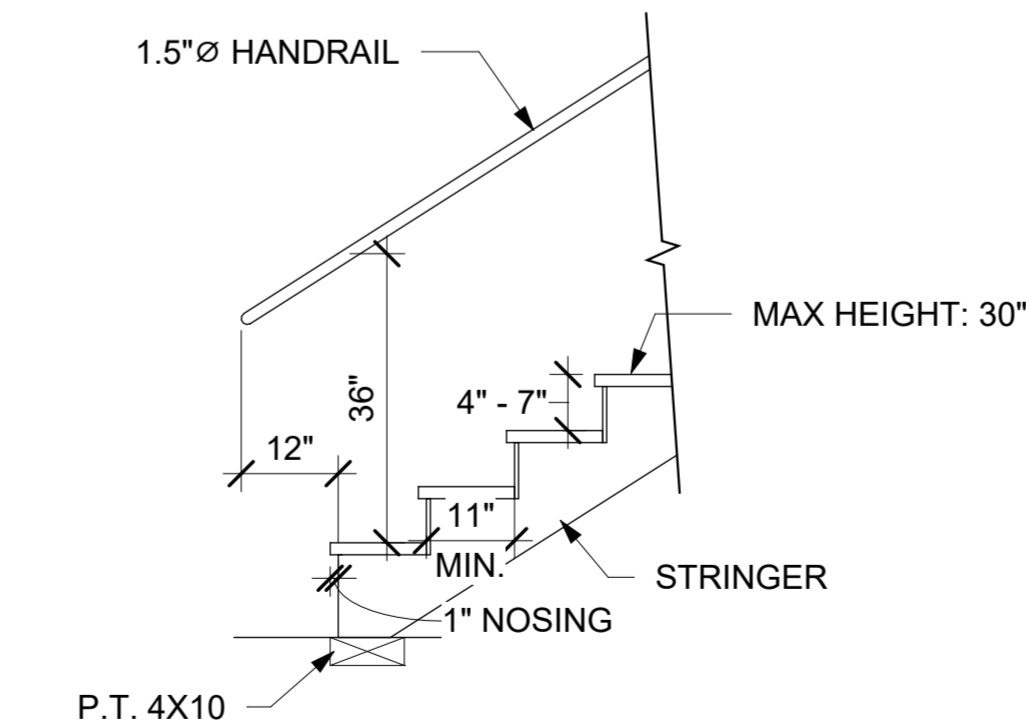
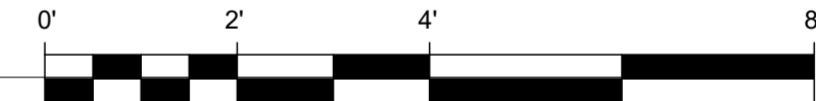


KEY - SYMBOL - LEGEND	
	NEW EXTERIOR WALL
	NEW INTERIOR WALL (2X4 WOOD STUDS @ 16" O.C. W/ 1/2 GYP, EACH SIDE)
	FIRE EXTINGUISHER, 2A:10BC, MOUNT 48" AFF (MEASURED TO GRIP)
	EXIT SIGN
	EMERGENCY LIGHT, 90 MINUTE BATTERY
	EXTERIOR EGRESS LIGHT

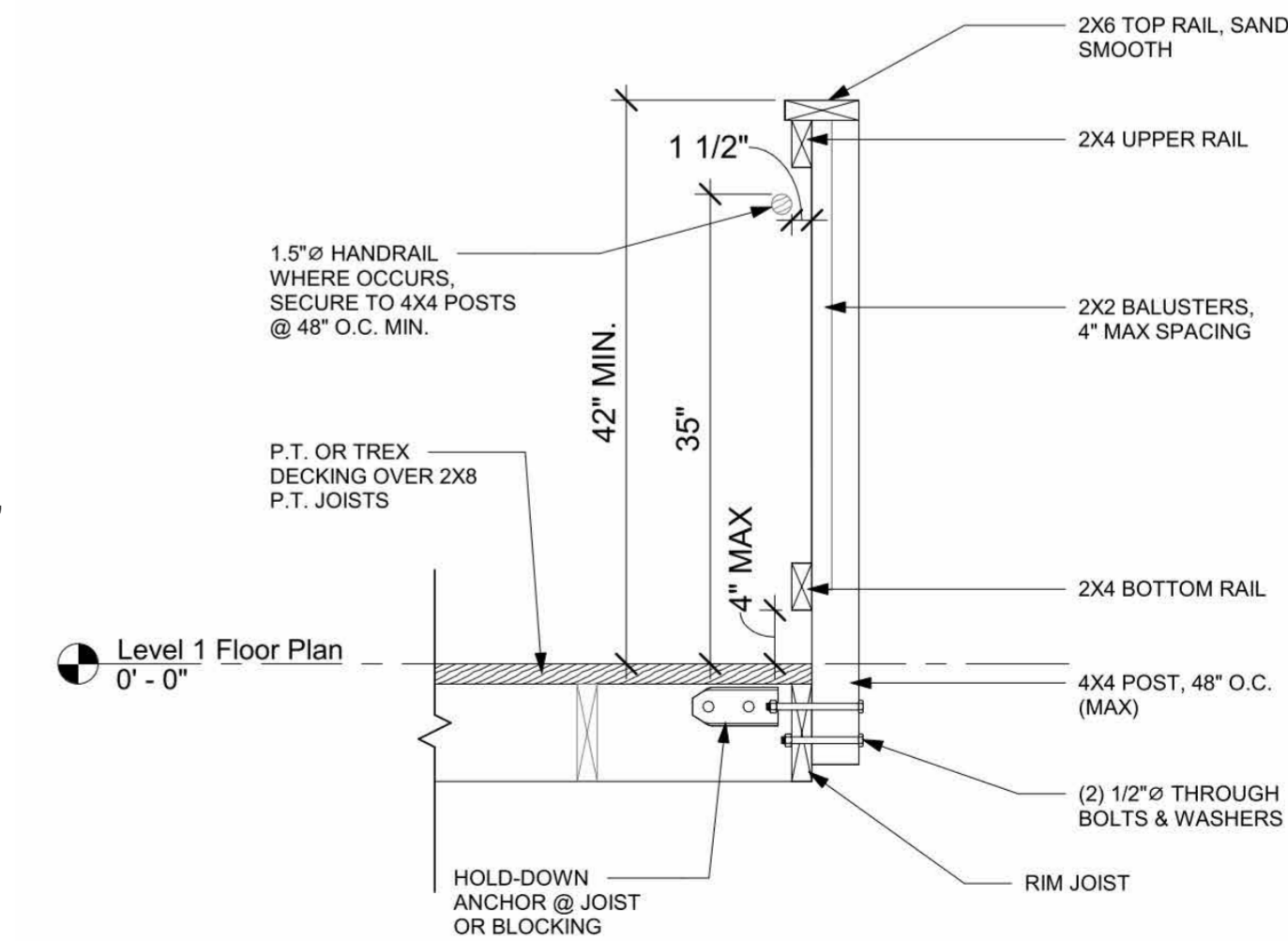
SHEET NOTES	
1	ADD 50 CFM BATHROOM FAN, EXHAUST TO EXTERIOR
2	DIRECT VENT SPACE HEATER (FUEL OIL) MODEL: L531/532 OR APPROVED EQ.
3	SAFE / DROP-BOX (BOLT TO FLOOR)
4	TANK (ABOVE), DRAIN TO BUCKET (COLD WATER ONLY)
5	INCENDIARY TOILET
6	SURVEILLANCE DATA STORAGE LOCATED IN CABINET
7	ATTIC ACCESS, 20"x30" MIN.



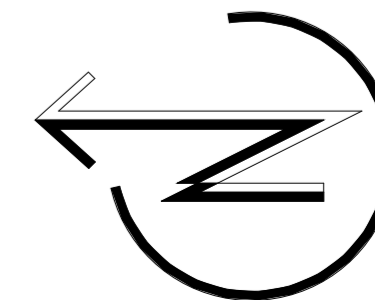
1 Floor Plan  
1/2" = 1'-0"



4 Stair Detail, TYP.  
1/2" = 1'-0"



2 Railing Detail  
1/2" = 1'-0"





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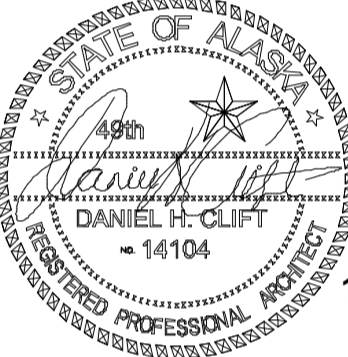
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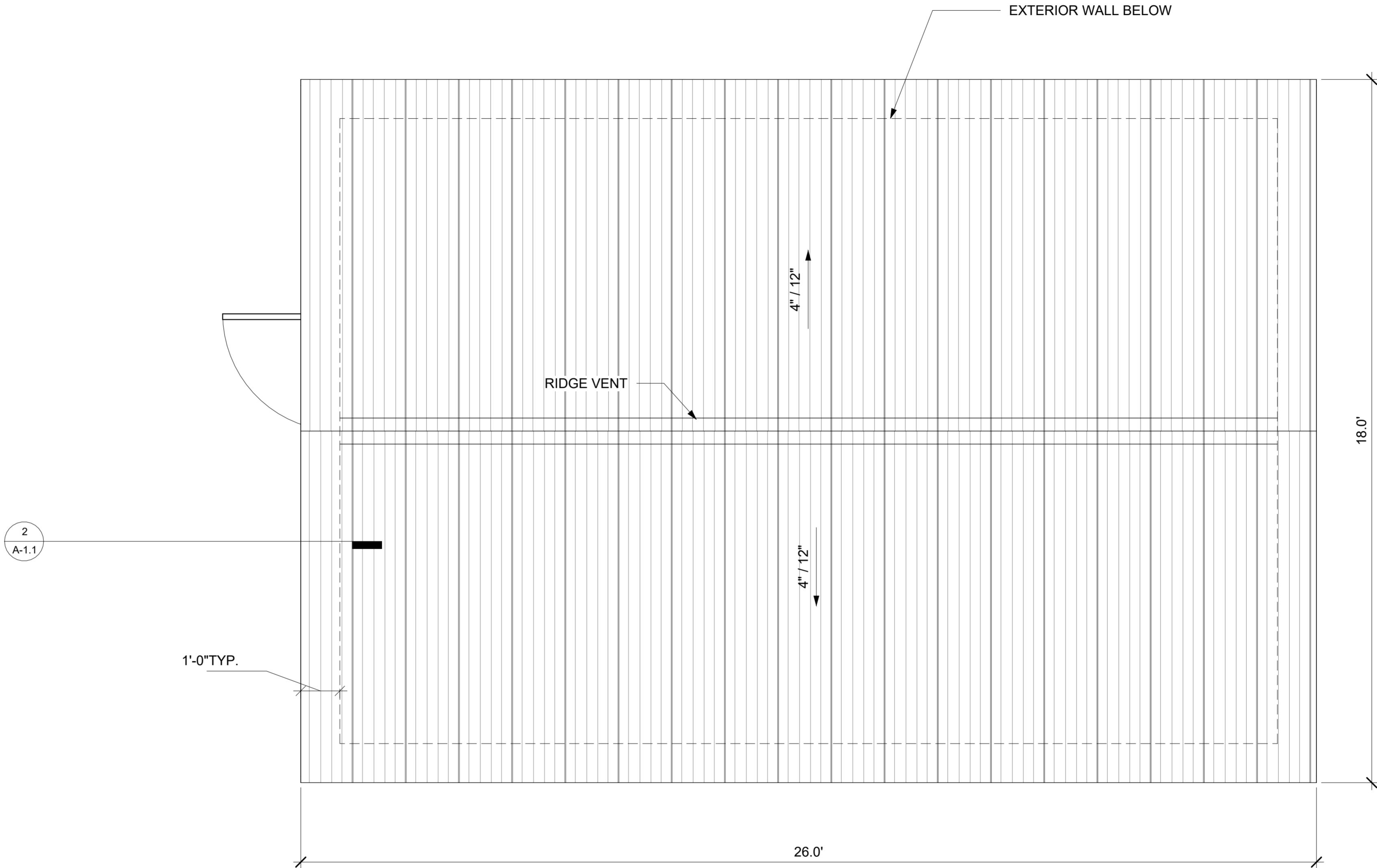
196



Project Title: Anchor Point MJ Retail  
Prepared for: David Parker  
Sheet Title: Roof Plan  
Address: 33200 Sterling Hwy, Anchor Point, AK 99556



A-1.2



1 Roof Plan  
1/2" = 1'-0"



ROOFING NOTES:

- SLOPE = 4:12
- MATERIAL: METAL ROFING PANELS
- FURNISH COMPLETE SYSTEM
- ICE SHIELD WITHIN 3' OF EXTERIOR WALL
- INSTALL PER MANUFACTURER'S RECOMMENDATIONS FOR 10 YEAR WARRANTY
- FLASH ALL PENETRATIONS AND WALL INTERSECTIONS
- REQUIRED VENTING = 1/150
  - ROOF = 384 SF
  - REQUIRED VENTING = 2.56 SF OR 370 SI
  - 24" LENGTH (EACH SIDE)
  - REQUIRED EAVE VENTING = 185 SI OR 3.86 SI PER LF, EACH SIDE
  - REQUIRED RIDGE VENTING = 185 SI
- PROVIDE 1" CONTINUOUS VENT W/ BUG SCREEN FOR 12 SI PER LF
- PROVIDE 3/4" RIDGE VENT FOR 9 SI PER LF
- SUBMITTAL PACKAGE REQUIRED

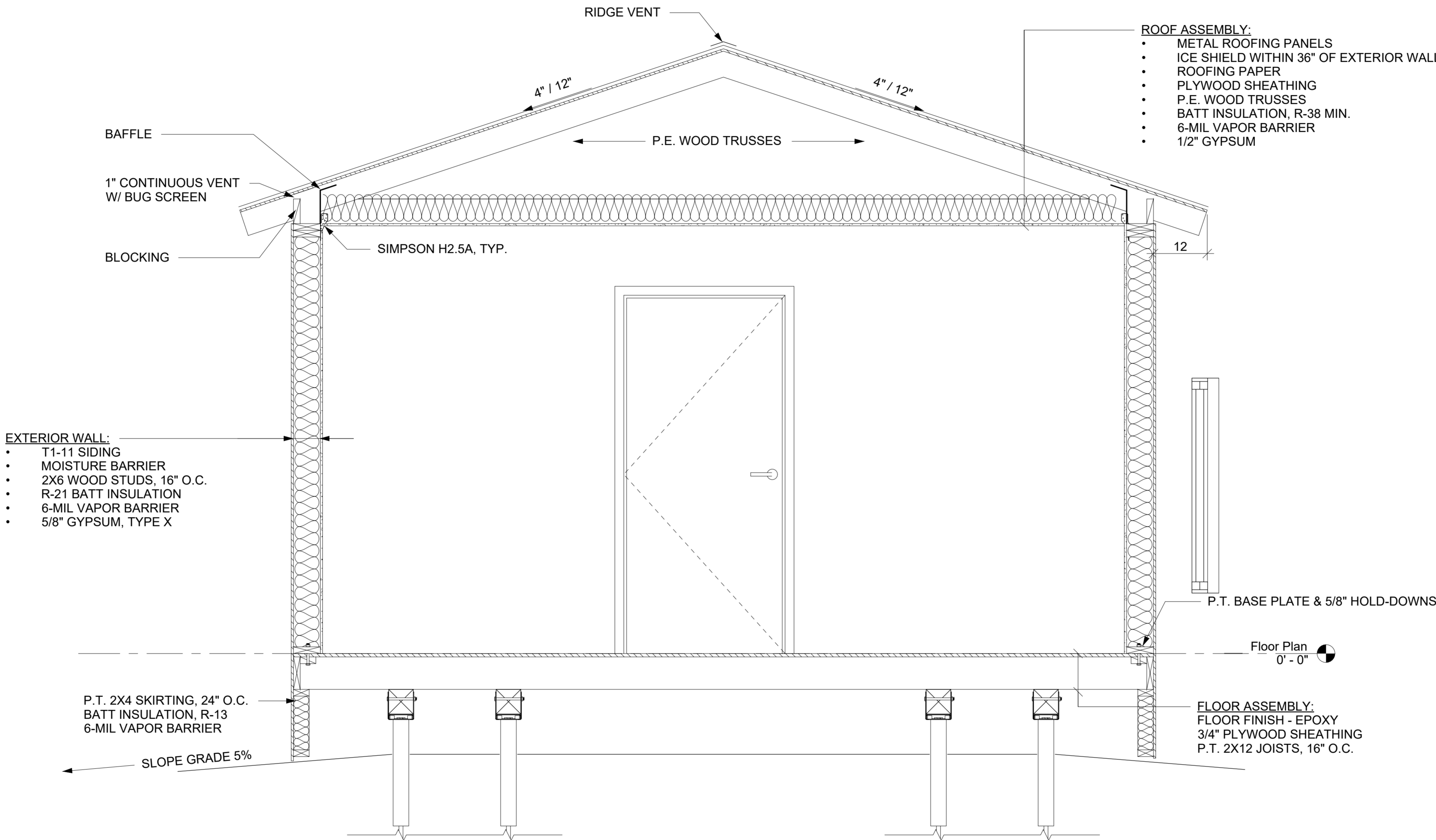
STRUCTURAL NOTES

GROUND SNOW LOADS: 65 LBS / SF

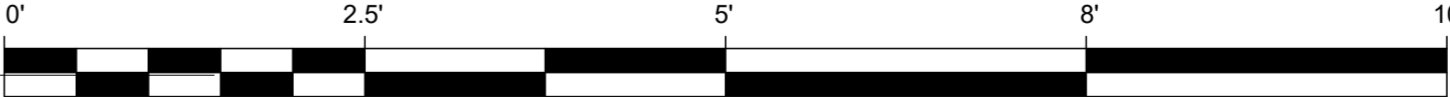
3-SECOND WIND SPEED: 146 Vmph

SEISMIC DESIGN CATEGORY: 'D'

STRUCTURAL DESIGN RISK CATEGORY: II



1 Building Section  
3/4" = 1'-0"





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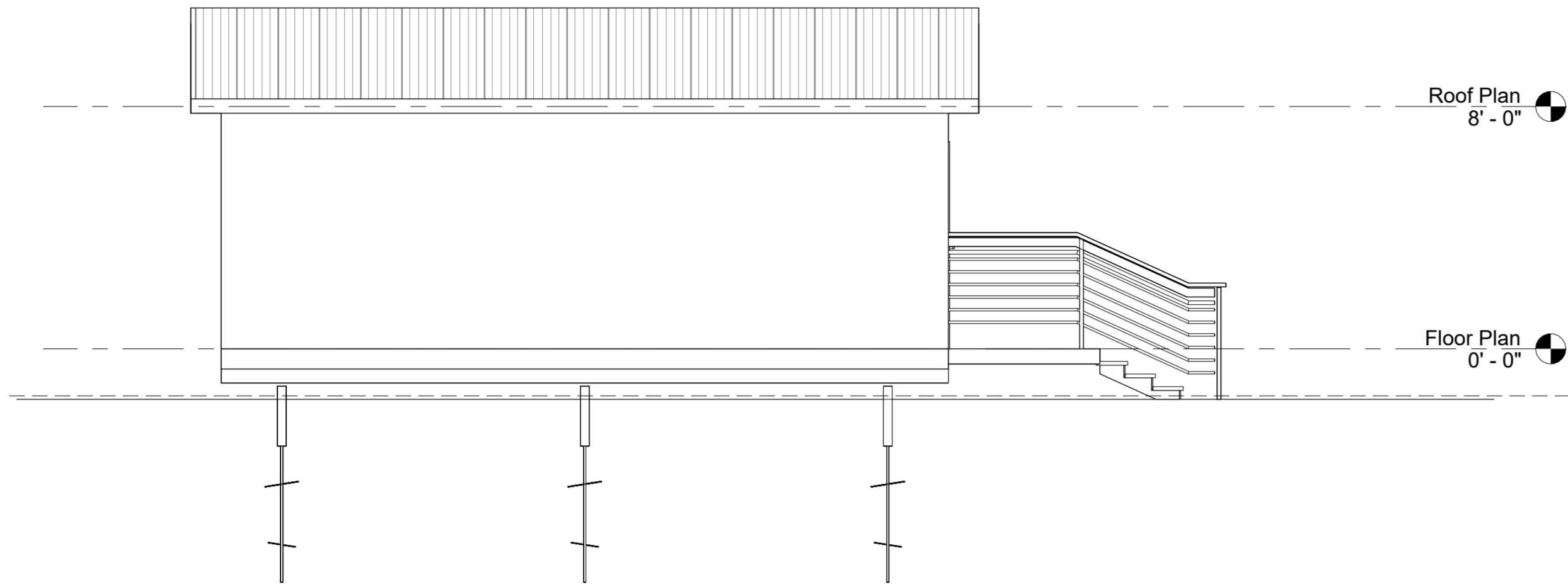
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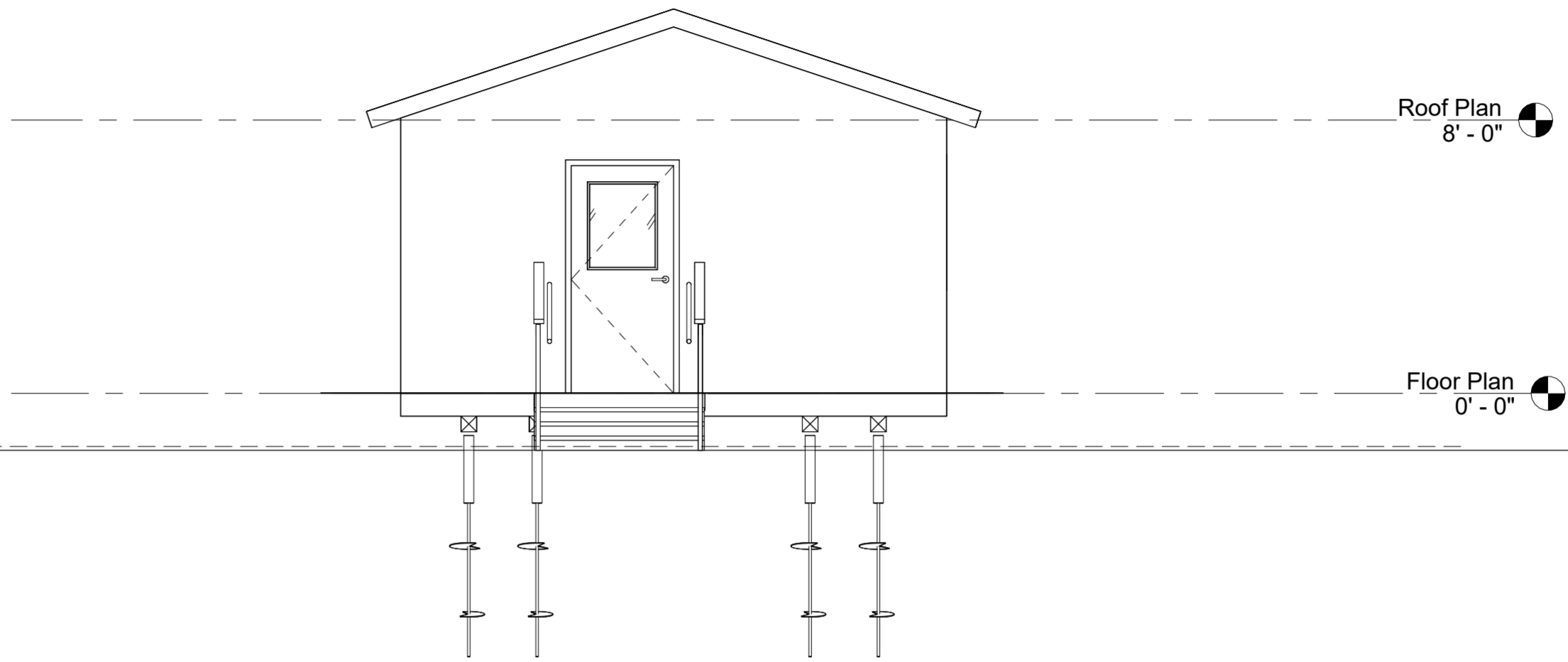
Project Title: Anchor Point MJ Retail  
Prepared for: David Parker  
Sheet Title: Elevations  
Address: 33200 Sterling Hwy, Anchor Point, AK 99556



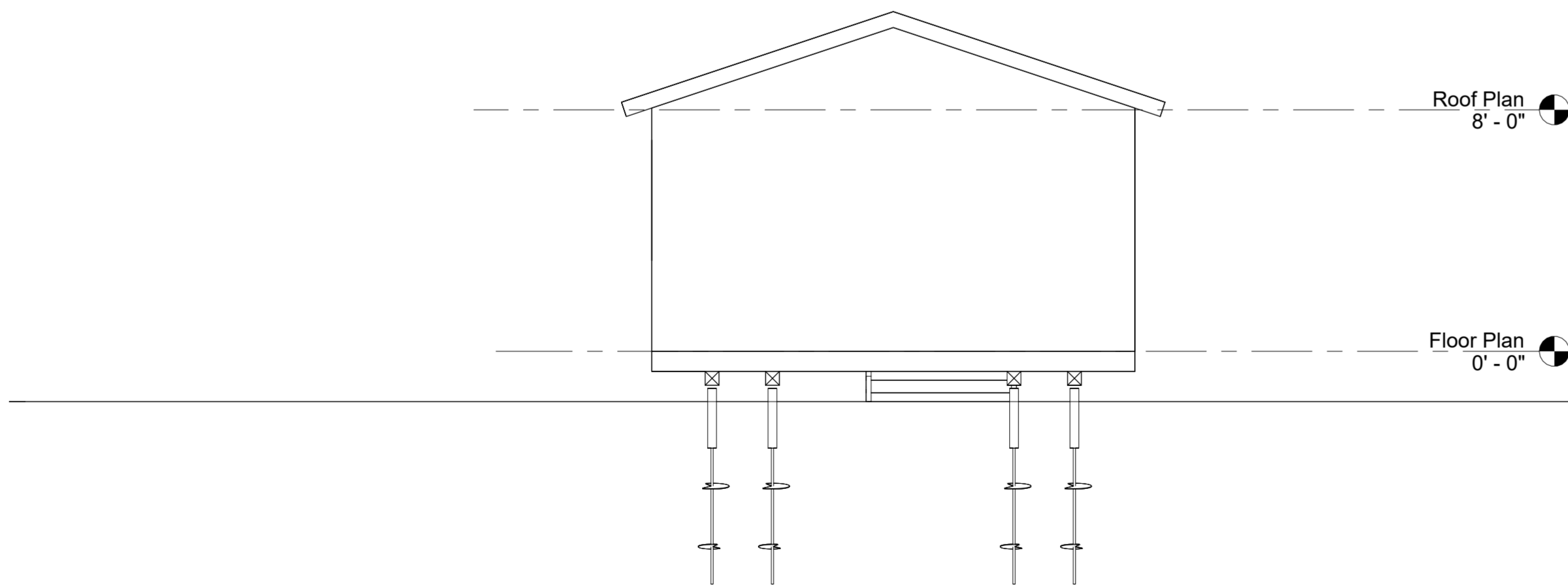
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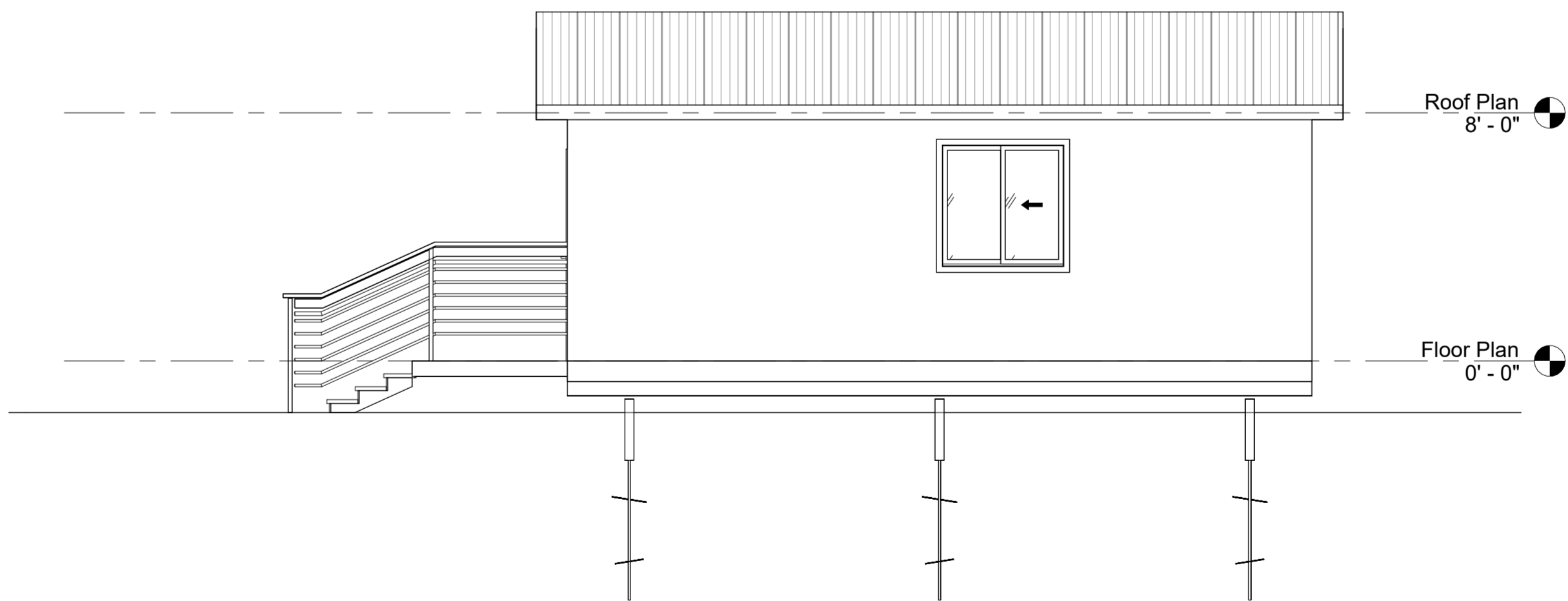
1 East  
1/4" = 1'-0"



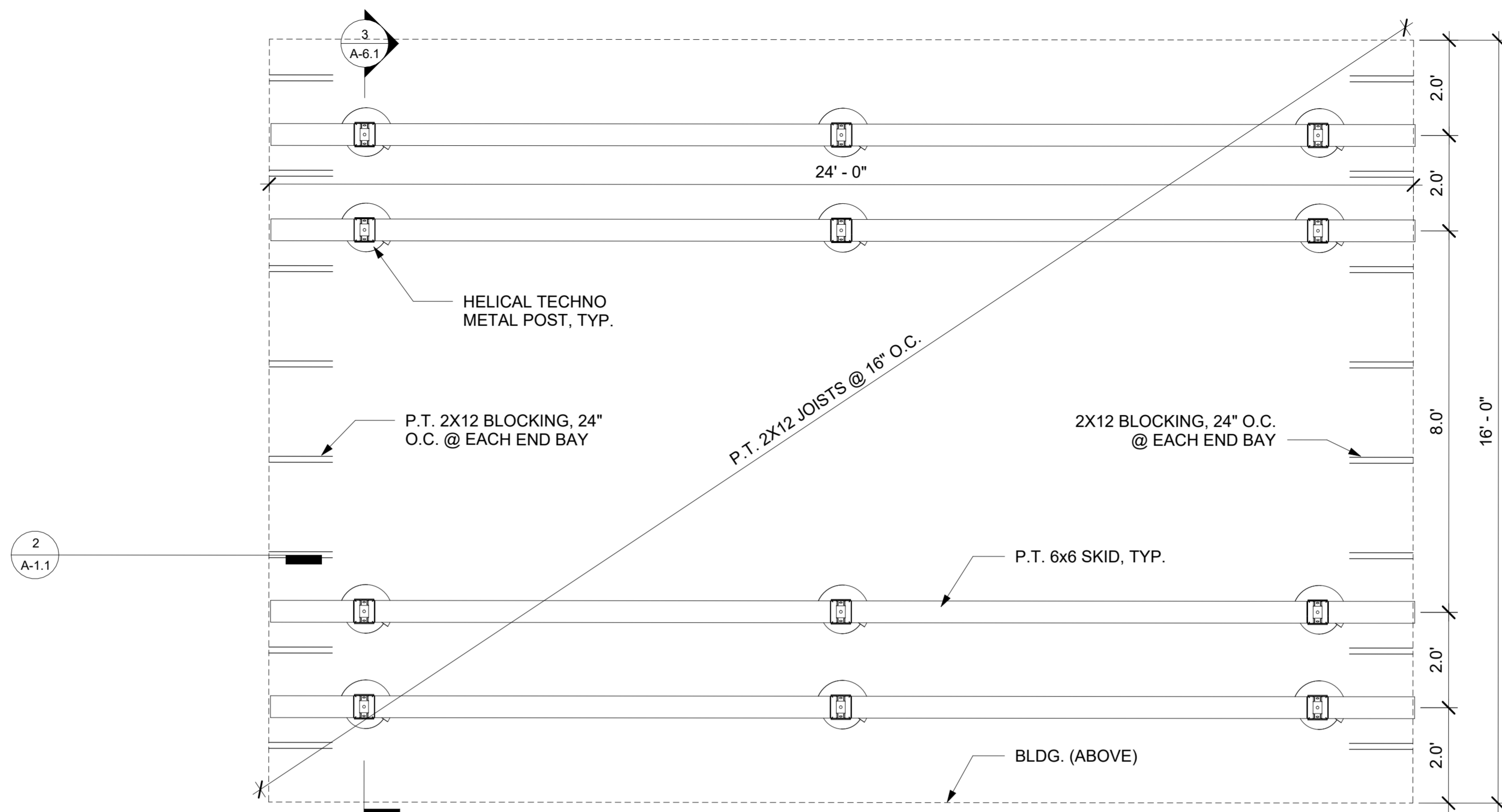
2 North  
1/4" = 1'-0"



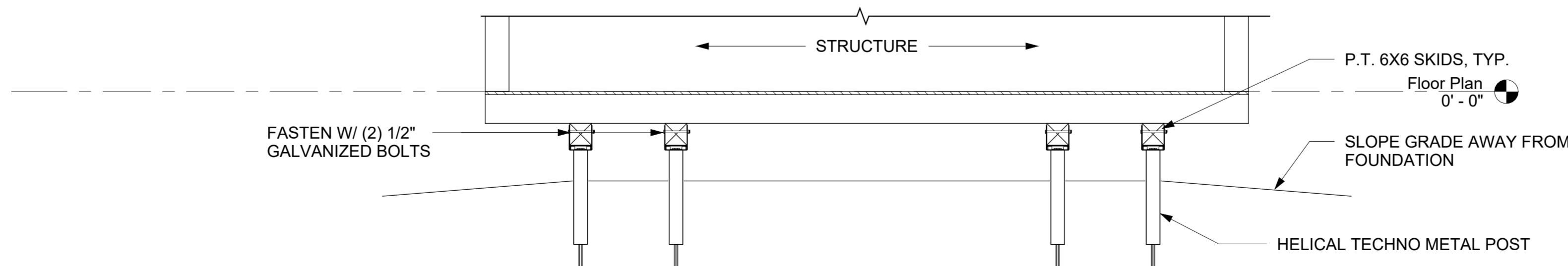
3 South  
1/4" = 1'-0"



4 West  
1/4" = 1'-0"



1 Foundation & Floor Framing  
1/2" = 1'-0"



3 Section1  
1/2" = 1'-0"

DIAGRAM 1, 2 & 5

\_\_\_\_\_, LLC  
DBA: \_\_\_\_\_  
LICENSE # \_\_\_\_\_

AMCO KEY

PROPOSED LICENSED PREMISES

SHELVING/DISPLAY W/ MARIJUANA

SHELVING/DISPLAY NO MARIJUANA

MARIJUANA STORAGE

RESTRICTED ACCESS AREA

NON-RESTRICTED RESTROOM

POS SYSTEM

S

SURVEILLANCE EQUIPMENT & RECORDING STORAGE

R


SIX MONTHS BUSINESS RECORDS STORAGE

1

SAFE / DROP-BOX (BOLT TO FLOOR)

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

JOB: # 220604

  
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Project Title: Anchor Point MJ Retail  
Prepared for: David Parker  
Sheet Title: MJ-02 DIAGRAMS  
Address: 33200 Sterling Hwy, Anchor Point, AK 99556

01

AMCO RCVB 11/13/2023

\_\_\_\_\_, LLC  
DBA: \_\_\_\_\_  
LICENSE # \_\_\_\_\_

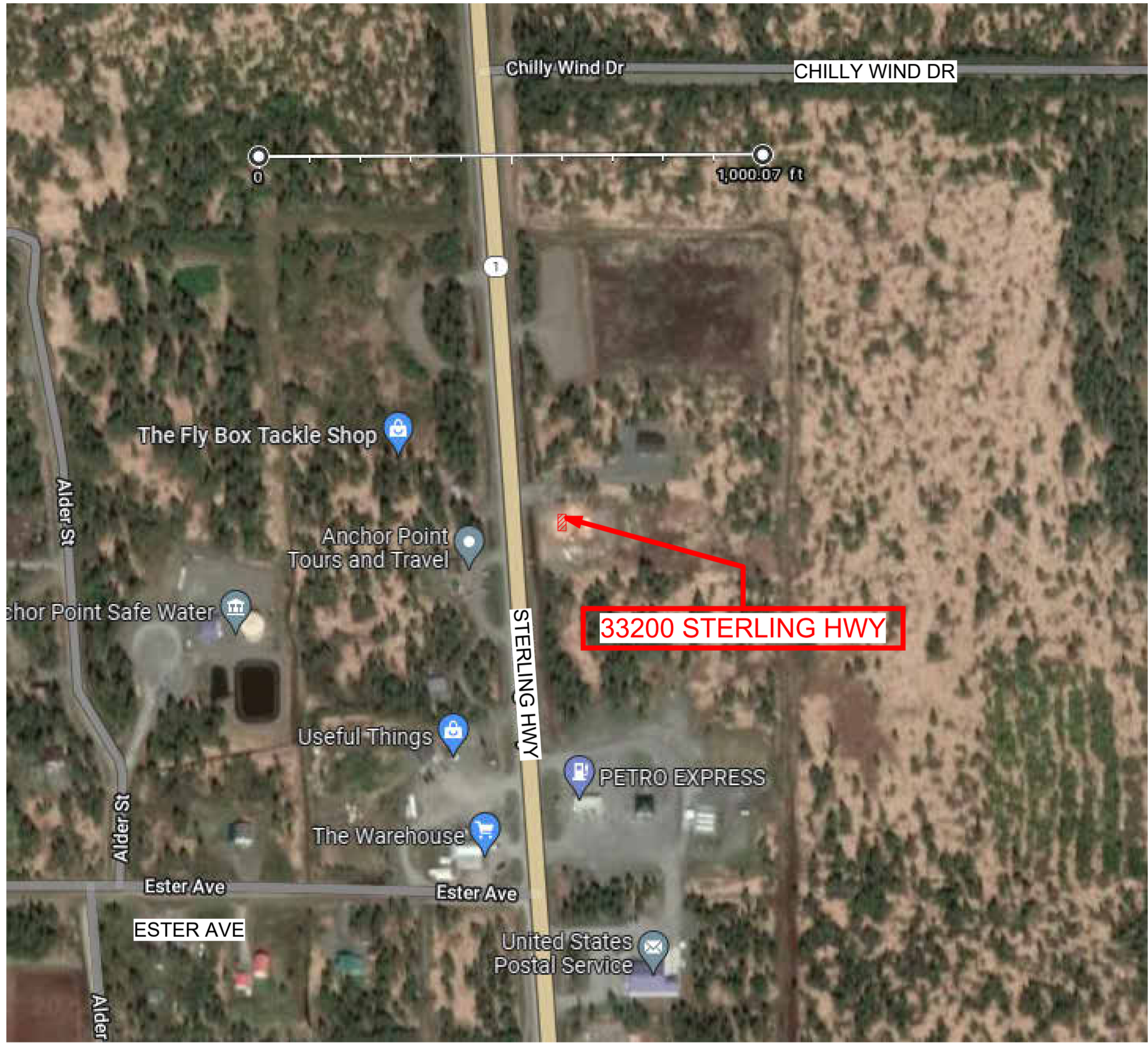
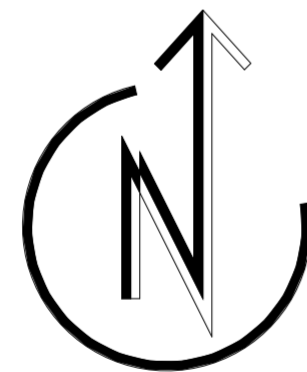
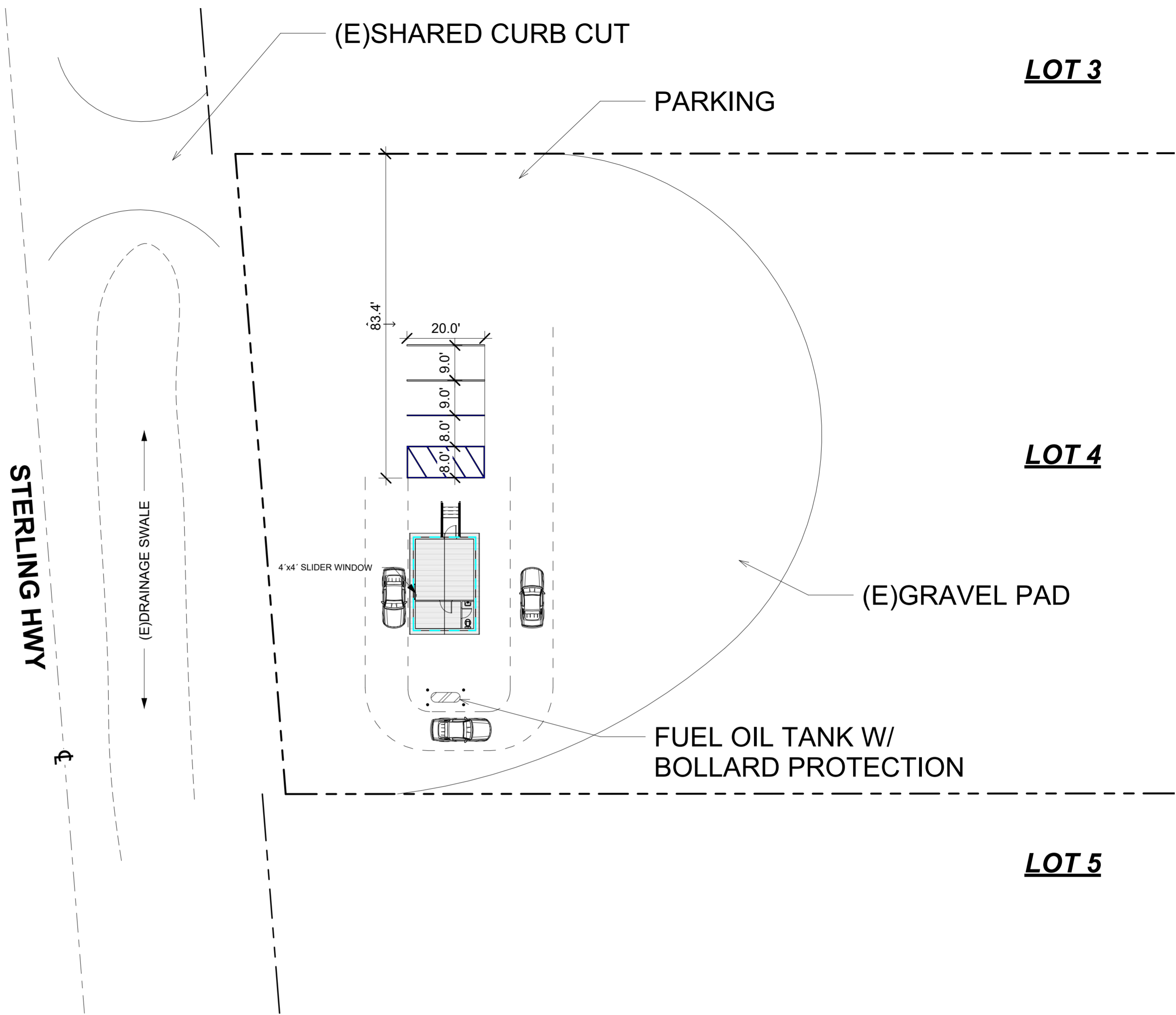


DIAGRAM 4



PROPOSED LICENSED PREMISES/RIGHT TO POSSESSION

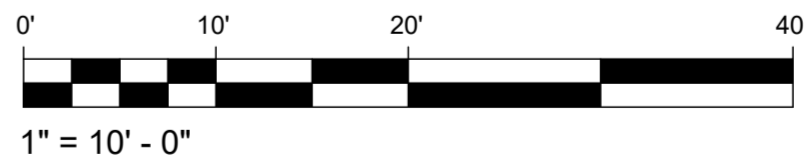
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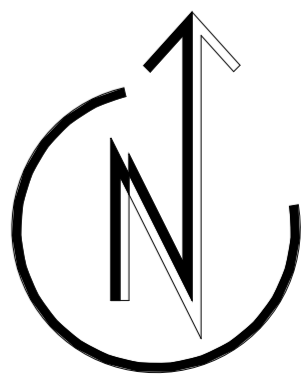
AMCO KEY

PROPOSED LICENSED PREMISIS/RIGHT TO POSSESSION

INGRESS & EGRESS



1" = 10' - 0"

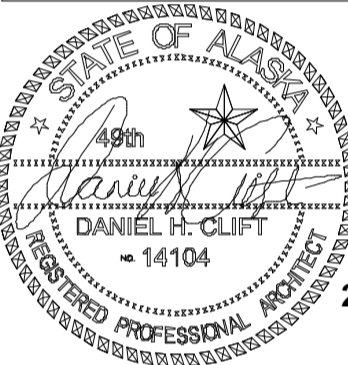


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Sheet Title: MJ-02 DIAGRAMS  
Address: 33200 Sterling Hwy, Anchor Point, AK 99556

02



Alaska Marijuana Control Board  
**Operating Plan Supplemental  
Form MJ-03: Retail Marijuana Store**

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**Why is this form needed?**

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

**What additional information is required for retail stores?**

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal
- Walk-up or drive-through exterior window pick-up service

**This form must be completed and submitted to AMCO's Anchorage office before any new or transfer application for a retail marijuana store license will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FAT TOPS, LLC.	MJ License #:	36739
License Type:	Retail Marijuana Store		
Doing Business As:	FAT TOPS, LLC.		

**Section 2 – Overview of Operations**

**2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:**

When an Incoming transfer of marijuana or marijuana product arrives at our facility, the transfer agent will be greeted and will have their marijuana handler permit checked by our staff before being granted access to our facility.

All transfers will occur in the secure portion of our facility.

All visitors, including other licensees and transfer agents, will be logged in our visitors log and will be issued a visitors pass to wear prior to being granted access to enter the secure portion of our facility.

Every Incoming transfer will be verified against the manifest; ensuring package tags are with product and match product, and that the quantities and weights manifested are accurate. Once weights, quantities, and package tags have been verified, the manifest will be signed and dated by the receiving manager on duty and the time of acceptance will be noted on the hard copy of the manifest and the transfer will be accepted in METRC. If any variance should exist between the manifested quantity and the actual quantity, every effort will be made to reach the licensee before accepting or rejecting any transfer.

See cont'd response, P. 6.

**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 3 – Exterior Window Service Operating Plan**

**3.1. Describe how you will comply with the requirements set forth in 3 AAC 306.380 and 3 AAC 306.715. Your response must include include policies and procedures regarding video surveillance, ID verification, display of marijuana or marijuana products, security features including alarm systems and locks, measures to prevent consumers from unlawfully accessing marijuana and funds through the exterior window and licensee control of the area outside of the exterior window.**

Our proposed drive-thru will feature a slider window which will be blocked to open only 9" for exchange of marijuana and payment but will not allow a person to forcibly pass-thru. It will be fully blocked and security barred and filmed for enhanced security during hours the business is closed. It will also be equipped with contact sensors and glass break sensors. Upon arrival, the driver will be required to provide drivers licenses or Valid ID for all individuals in the car, unless the individual is in a car seat or booster seat. If any person not seated in a booster seat or a car seat is unable or unwilling to provide valid and acceptable photo ID, the carload will be denied sales. If a minor child is not in a car seat or a booster seat, the entire carload will be denied sales. If a minor child is in a car seat or a booster seat, the customer will be asked to provide the age of the child and their relationship to the child. If the child is 7 years of age or younger and the driver or another occupant of the vehicle (who is 21 years of age or older and has a valid ID) is the parent, grandparent, or legal guardian of the child, or if that child is their legal ward, then the sale shall commence. All ID cards will be physically handled and physically verified by the budtender to ensure validity. The interior and exterior of the drive-thru will have more than sufficient video surveillance and camera placement will focus on being able to clearly identify persons and vehicles within or surrounding the drive-thru lane.

Through internal and external targeted marketing we hope to have majority of our drive-thru customers order in advance online or by utilizing a QR code to enable them to view and pre-order products on their smartphones, however we will service customers wishing to make new orders verbally at the drive through point of sale. No marijuana or marijuana product, nor any visual depiction of same will be visible to drive through customers or the general public.

**Read each statement below, and then sign your initials in the corresponding box to the right [if applicable]:**

Initials

**I have included a title, lease or other documentation showing sole right of possession to the additional area(s), including the exterior window area, if the additional area(s) are not already part of my approved licensed premises.**

**I certify the area immediately outside the walk-up or drive-through exterior window does not include any public property including public streets, public sidewalks, or public parking lots.**

**I certify I have read, understood and will comply with all requirements set forth in 3 AAC 306.380, 3 AAC 306.715 and 3 AAC 306.720.**

**Section 4 – Prohibitions**

Review the requirements under 3 AAC 306.310.

**4.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:**

All staff members will be privately trained annually and prior to hire in preventing purchases by intoxicated persons under the influence of alcoholic beverages, inhalants, controlled substances as well as spice and other designer drugs. In addition, all employees will have completed the state required marijuana handlers course, passed the written examination in order to receive their current handler's permit (renewals as required).

See cont'd response P. 6.

**4.2. I certify that the retail marijuana store will not:**

Initials

- a. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355; or in violation of 3 AAC 306.380.**
- b. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; other than as permitted under 3 AAC 306.380.**
- c. Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;**
- d. Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or**
- e. Allow a person to consume marijuana or a marijuana product on the licensed premises, except as allowed under 3 AAC 306.370.**



## Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

### Section 5 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

5.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

5.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

5.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

5.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. Is false or misleading;

b. Promotes excessive consumption;

c. Represents that the use of marijuana has curative or therapeutic effects;

d. Depicts a person under the age of 21 consuming marijuana; or

e. Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

5.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. Within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

b. On or in a public transit vehicle or public transit shelter;

c. On or in a publicly owned or operated property;

d. Within 1,000 feet of a substance abuse or treatment facility; or

e. On a campus for postsecondary education.

### Section 6 – Displays and Sales

6.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Products at our facility will be displayed; (1) hanging on a wall located behind our counter space in a restricted access area and (2) in secured glass cases, which only authorized personnel can access. Customers will not have free access to such display cases. No product is to be touched by anyone other than our employees prior to sale. Customers will consult our staff on which products they intend to purchase. All purchases will be made at our designated Point of Sale (POS) system. Once payment has been issued, the customer will be provided with their packaged products and may exit the building. All products within that purchase will have labeling provided by either the originating licensed cultivation company or Cannabliss. The label will include the logo, store name, license number, THC levels (levels provided by a licensed Marijuana Testing Facility), and all warning statements required under 3 AAC 306.345.



## Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

### Section 7 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

**7.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):**

Products will be packaged in opaque, resealable, child-resistant packaging as described in 3 AAC 306.345(a). Any and all products to be sold will comply with; 3 AAC 306.470, 3 AAC 306.475, 3 AAC 306.565, 3 AAC 306.570 and 3 AAC 306.345(b).

Upon receipt of any marijuana from a license cultivation facility, staff will be required to inspect such packaging to verify the labeling requirements described in 3 AAC 306.475(a) and 3 AAC 306.570(c). Staff will also make sure to review the labeling information to verify that packaging and potency conforms to regulations set forth in 3 AAC 306.560.

The facility will utilize weight measuring scales in compliance to 3 AAC 306.745 to verify weights of product. Packaging to be resold from a cultivation facility without additional handling from our facility will not be in excess of one ounce in weight and will contain our company logo and license number.

**7.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):**

### RESPONSE TO QUESTION 7.2: SAMPLE LABEL

#### SAMPLE LABEL #1

(1) "Marijuana has intoxicating effects and may be habit forming and addictive."

(2) "Marijuana impairs concentration, coordination, and judgment.

Do not operate a vehicle or machinery under its influence."

(3) "There are health risks associated with consumption of marijuana."

(4) "For use only by adults twenty-one and older. Keep out of the reach of children."

(5) "Marijuana should not be used by women who are pregnant or breast feeding."

Retailer: Fat Tops, LLC

Retailer License No. 36739

BARCODE: |||||

Cultivator: SOME GROWER, LLC.

Cultivator License No. 12345

**OG KUSH BUD 1.0 Grams**

Harvest Batch No. 1A34fgh123

Net. Wt: 1.0 GR (0.03527396 OZ)

TEST: THCA: 18.48%, THC 16.6%, CBD: .06%



# Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

## Section 8 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

**8.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):**

All employees will be trained in the recognition of valid and acceptable identification per SOA regulations governing acceptable forms of identification. See 3 AAC 306.350(a)&(b). Employees will take the following steps to ensure valid identification has been produced prior to any entry into the retail store as follows: Make certain ID has not expired and person is over 21 years of age; request ID be removed from wallet or purse or anything with a cover over it; take physical control of the ID; check the date of birth; ensure ID has not been tampered with; look for any material changes to ID. See continued response.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

**8.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.**

## Section 9 – Waste Disposal

Review the requirements under 3 AAC 306.740.

**9.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:**

Marijuana waste will be logged as it is created; product awaiting disposal will be separated and stored in our secure waste storage area. Our secure waste storage is secured and monitored in compliance to 3 AAC 306. 715 and 3 AAC 306. 720, utilizing commercial steel-doors with key code/fingerprint locking mechanisms and high definition surveillance cameras. Upon approval, any marijuana waste, including expired marijuana products will be ground and mixed with organic material consisting of household waste, paper, food, coffee grounds, leaves, grass clippings etc. to produce a final waste product that is no more than 50% marijuana product. Once marijuana product is reconciled to be unusable for any and all intended purposes, we will transfer the waste to our on-site secured dumpster to await final disposal. Upon final disposal, we will record the final destination of said waste, in accordance with 3 AAC 306.740 (c)(2), and store these records in our secure office in compliance with 3 AAC 306.755.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Printed name of licensee

Signature of licensee



## Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

### 2.1 Response Cont'd:

Incoming marijuana or marijuana products received in bulk will be repackaged physically and within METRC, and will accordingly be labeled before imported into our POS system and becoming available for sale. Each time a bulk package is opened or repackaged, weights will be taken at the beginning and end of the process. Internal logs will be kept and variance due to moisture loss will be kept In Internal logs; adjusted, noted, and accounted for in METRC. Any waste will be noted in waste logs as well, and reported to AMCO via email three days before destroying and disposing of the waste material. Unpackaged quantities of bulk marijuana and/or marijuana product will remain locked in secure storage, consistent with our operating plan. METRC package tags will remain physically attached to the vessel containing bulk marijuana associated with each tag. Incoming marijuana or marijuana product which has been prepackaged prior to it's arrival at our facility will have the labeling double checked for compliance before being made available for retail sale. Product will then be added to inventory within the point of sale system, and may have additional, POS specific, labeling/sku added. Upon entering the establishment, a customer will immediately be asked to present ID. Once their ID has been checked they will select product from a menu, be given an opportunity to view or sniff the product before purchasing. Products will be placed in AMCO compliant exit packaging before leaving our facility. All sales will be entered though our point of sale system, and will be reported through METRC, daily.

Each drawer will be closed at the end of each shift and the proceeds from each shift and day will be verified against accountability reports generated by our POS. At the end of each day, the day will be closed out within our POS. Within 24 hours of the closure of a business day, our sales data will be uploaded to METRC. Routine internal audits will be conducted- verifying accuracy between METRC, our POS, and product on hand. Inventory of prepackaged products will occur each night at the close of the shift and/or each morning before opening on internal forms, i.e. shift reports. Retail operations are anticipated to begin at 10am until as late as 12:00 a.m., 7 days a week.

3.1 Cont'd: Employees will look for signs of Impairment to include but not limited to:

- watery eyes ,
- slurred speech,
- blood shot or red eyes,
- glassy eyes which may have trouble staying open,
- their gait,
- coordination. This list is not exhaustive. If any of the above signs or any others are Identified, they will be asked to leave the premises and no sales will occur. This facility implements a zero tolerance for non-compliant behavior on our licensed premises. Our policy requires that all personnel be trained on how to Identify a person who Is under the Influence of an alcoholic beverage, inhalant, or controlled substance as set forth above. Any person(s) who are suspected of being in violation of 3 AAC306.310(a)(2) will be asked to vacate the premises and will be notified that non compliance will result in a trespassing charge In which local law enforcement will be notified.

### 7.1 Cont'd response:

A book/pamphlet of all legal ID's for all 50 states will also be used to include Canada should any questions arise surrounding its authenticity. If questions surround its authenticity, age verification etc. the person will not be admitted in to the facility and will be told to leave the premises Immediately.



## Alaska Marijuana Control Board

**Form MJ-07: Public Notice Posting Affidavit****Why is this form needed?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FAT TOPS, LLC.	License Number:	36739		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	33200 Sterling Hwy.				
City:	Anchor Point	State:	AK	ZIP:	99556

**Section 2 – Certification**

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: August 30, 2023 End Date: 9/30/23

Other conspicuous location: Anchor Point Post Office

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of

unsworn falsification.

Signature of licensee

David Parker

Printed name of licensee



Signature of Notary Public

Notary Public in and for the State of

Alaska

My commission expires:

9-1-2024

Subscribed and sworn to before me this

3

day of

November

, 2023.



## Alaska Marijuana Control Board

**Form MJ-08: Local Government Notice****Why is this form needed?**

A local government notice is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FAT TOPS, LLC.	License Number:	36739		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	33200 Sterling Hwy.				
City:	Anchor Point	State:	AK	ZIP:	99556

**Section 2 – Certification**

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borough Date Submitted: 10/16/23  
Name/Title of LG Official 1: Michele Turner, Borough Clerk Name/Title of LG Official 2: Robert Ruffner, Planning Director  
Community Council: N/A- Date Submitted: N/A-  
(Municipality of Anchorage and Matanuska-Susitna Borough only)

**You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:**

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

David R. Parker  
Printed name of licensee

David R. Parker  
Signature of licensee



## Alaska Marijuana Control Board

**Form MJ-09: Statement of Financial Interest****Why is this form needed?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee before any license application will be considered complete.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FAT TOPS, LLC.	License Number:	36739		
License Type:	Retail Marijuana Store				
Doing Business As:	FAT TOPS, LLC.				
Premises Address:	33200 Sterling Hwy.				
City:	Anchor Point	State:	AK	ZIP:	99556

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	David Parker
Title:	member/manager/licensee



Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

You must be able to certify the statements below. Read the following and then sign your initials in the boxes to the right: **Initials**

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

*The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

David R. Parker

Printed name of licensee

David R. Parker

Signature of licensee

# Alcohol & Marijuana Control Office

Initiating License Application

8/23/2023 3:13:39 PM

**License Number:** 36739**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** FAT TOPS, LLC.**Business License Number:** 1042820**Designated Licensee:** David Parker**Email Address:** daveparker907@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 59.785200, -151.832400**Physical Address:** 33200 Sterling Hwy.  
Anchor Point, AK 99556  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10041733**Alaska Entity Name:** FAT TOPS, LLC.**Phone Number:** 907-953-2470**Email Address:** daveparker907@gmail.com**Mailing Address:** P.O. Box 1462  
Sterling, AK 99672  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** David Parker  
[REDACTED]  
[REDACTED]**Phone Number:** 907-953-2470**Email Address:** daveparker907@gmail.com**Mailing Address:** P.O. Box 1462  
Sterling, AK 99672  
UNITED STATES**Note:** No affiliates entered for this license.

## LEASE AGREEMENT

This commercial lease agreement is entered into on 8/1/23 between IBWT Investments LLC referred to below as "Lessor," and Fat Tops LLC, referred to as "Lessee," who has applied for a State of Alaska Marijuana Cultivation Facility License for the below described premises:

In consideration of the rent provided for, and of the covenants and agreements contained in this Lease, Lessor demises and leases to Lessee the premises described as the land and structure, located at 33200 Sterling Hwy, Anchorage, AK, as illustrated on Attachment A to have and to hold the premises for a term of 10 yrs., beginning at 12:00 noon on the 1<sup>st</sup> day of 8/1/23, 2023 and ending at 12:00 noon on 7/31/28 unless this lease is extended or modified between the parties. Lessee shall have the right to extend this commercial agreement for up to an additional 0 years in 0-year increments, provided written notice of intent to extend is given to Lessor within ninety (90) days of the expiration of the current lease agreement.

The terms and conditions of this Commercial Lease are as follows:

1. **Premises.** Land and structure are located at 33200 Sterling Hwy. and illustrated in Attachment A. Anchorage, AK.
2. **Rent.** Lessee agrees to pay Lessor as base rent for the premises: \$5,000. per month for the balance of the lease term following the grace period.
  - a. Rent shall be paid on the first of the month as directed by the lessor.
  - b. Lessee shall pay all electricity for the building that is used each month, garbage disposal, snow removal, and heating bills for the building as well as any and all other utility costs.
  - c. Lessee shall pay a late fee of 5% of the base rent for payment of rent past the fifth (5th) of the month.
  - d. No security/damage deposit shall be charged.
3. **Use of Premises.**
  - a. Lessee shall use the premises for the operation of a Marijuana Retail Facility or another licensed cannabis or non-cannabis facility that is permitted under Alaska state law and properly licensed by the State of Alaska and local governing body.
  - b. Lessee shall also be responsible for all business costs, charges and expenses of operating, maintaining, repairing, replacing, and insuring the premises, including

but not limited to net costs and expenses of operating, repairs, lighting, cleaning, painting, stripping and securing insurance.

4. **Quiet enjoyment.** Lessor covenants that Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term, free from interference by the Lessor.

5. **Utilities.**

a. Tenant shall promptly pay all charges when due for utilities furnished to the premises including water, gas, electricity and any other utilities services, and tenant shall promptly pay all taxes levied in connection with utilities used on the premises. Landlord (lessor) shall not be responsible or liable in any way for quality impairment, interruption, stoppage or other interference with any "utility service."

b. It is the intention of Lessor and the Lessee that the rent shall be paid at the rate of \$5000.00 per month each and every month throughout the duration of this lease agreement after the grace period has ended.

6. **Repair.** Lessee shall keep the leased grounds free of all cans, bottles, fragments, debris and trash, and in good repair, and the Lessee will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order. Lessor shall not be obligated or required to make any repairs or do any work on or about the premises or any part of them. All portions of any building leased shall be kept in good repair by Lessee and at the end of the term, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable wear and tear and damage from fire or other casualty excepted. Lessor reserves the right to enter upon the premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make, by giving a 24-hour notice of the inspection.

Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect of the building, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in the premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause. However, this does not relieve lessor of liability if the building is defective because of lessor's actions.

Should the Lessee fail to make repairs agreed to under this Lease, the Lessor may enter the premises (as allowed under state law) and make such repairs and collect the cost from the Lessee. Except as specifically provided in this Lease, the Lessee will not make or permit to be made any alterations, improvements, additions or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.

7. **Indemnity & Insurance.** Lessee agrees to indemnify and hold Lessor harmless from the claims of any and all persons for bodily injury and property damage occurring upon the premises during the term of this Lease or any extension of it, provided the Lessor is not negligent. Lessee agrees to obtain and furnish at Lessee's expense a public liability insurance policy with a reputable insurance company, protecting Lessor from any and

all such damages and claims, and agrees to have the policy endorsed to include Lessor as the additional insured. The policy or policies shall be with the following minimum limits:

\$500,000.00 for personal injury to one individual in any one accident or occurrence;

\$1,000,000 for personal injuries for all individuals, the result of any one accident or occurrence;

\$500,000 property damage to all persons resulting from one accident or occurrence.

Lessee will give to Lessor a copy of the liability insurance policy with the premium paid.

Lessor covenants and agrees to indemnify, hold harmless and defend lessee from and against all claims, losses and damages for personal injury or death, damage to property occurring on the premises, or Lessor's failure to pay taxes, liens, or assessments, arising out of Lessor's use or occupancy of the premises, or otherwise, arising out of Lessor's operation of the businesses or occupancy of the premises which pre-date the commencement of this Lease. This clause includes any Alaska Department of Environmental Authority, federal Environmental Protection Agency, the Alaska Department of Revenue, Internal Revenue Service, or other government entity or agency.

**8. Fire and Other Casualty.** In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same. If the unexpired portion of the term or any extension of it shall be two years or less on the date of such casualty and the cost of such repair or restoration exceeds 20% of the then replacement value of the damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within 30 days after the occurrence of such casualty, terminate this Lease. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this Lease by written notice to Lessee within 30 days after the occurrence of such casualty.

In the event the repairing and restoring of the buildings cannot be completed within four months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this Lease upon giving written notice to Lessor within 30 days from the date of occurrence of the casualty. From the date of such damage or destruction until the building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee. Property Lessee stores in the demised premises shall be at the sole risk of Lessee.

Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements,

irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.

9. **Improvements and Fixtures.** Lessee may at its own expense make such alterations, improvements, additions and changes to the premises, provided Lessee shall not, without the written consent of Lessor, tear down or materially demolish any of the improvements on the premises or make any material change or alteration in such improvements which, when completed, would substantially diminish the value of the premises. All shelving, trade fixtures, or other personal property of Lessee which it may have installed or placed at its own expense on the premises may at any time be removed by Lessee provided Lessee shall repair any damage to the premises caused by such removal. Lessee agrees at Lessee's own cost and expense to keep the building on the premises well painted at all times.

10. **Assignment and Subletting.** Lessee agrees that it will not assign or sublet the leased premises in whole or in part without the written consent of Lessor, which consent shall not be unreasonably withheld. But such assignment or subletting will in no event release Lessee from its responsibility under the terms of this Lease.

11. **Default.** Lessee shall be considered in default under this lease for any of the following actions or occurrences:

a. Failure of Lessee to pay rent or any other sum due and owing Lessor pursuant to the provisions of this lease within ten (10) days after the expiration of written notice by Lessor to Lessee of such default, complying with Alaska Statute (A.S.) 09.45.105.

b. Failure by Lessee to comply with any of the covenants, terms and conditions of this lease within twenty (20) days after receipt from Lessor of notice to correct such failure.

c. Failure of Lessee to obtain the release of an attachment, garnishment, execution, or levy against the premises or loaned equipment or the business conducted by lessee on the premises within 72 hours after any such lien attaches.

d. Institution of bankruptcy, insolvency, receivership, or trusteeship proceedings, voluntary or otherwise, or an assignment for the benefit of creditors, by lessee.

e. Abandonment of the premises by lessee.

d. Death or disablement of lessee.

e. Assignment or sublease, of this Lease by Lessee without the written consent of the Lessor, which consent shall not be unreasonably withheld.

12. **Lessor Remedies on Default.** Upon default in the terms and conditions of this Lease, Lessor may avail itself of the Forcible Entry and Detainer statutes of the State of Alaska (A.S. 09.45.060 et. seq.), and such other remedies as may exist in law or equity.

13. **Return of Premises Upon Termination.** Upon termination of this Lease by expiration of the term, or by election as above provided, or otherwise, Lessee shall return the premises to Lessor in the same condition as at the commencement of this Lease, ordinary wear and tear excepted.

14. **Non-Waiver of Eminent Domain and Condemnation.** If there is a partial taking of the demised premises by eminent domain, as the result of which the total leased premises is reduced by not more than 25%, the terms of this Lease will continue and Lessor at Lessor's expense will restore the remaining premises to a complete architectural unit with store front, signs and interior of equal appearance and utility as they had previous to the taking, but there will be a pro-rata reduction in the rent payable each month and Lessee will have no right to any of the proceeds of such taking. If, on the other hand, the taking exceeds 25% of the total leased premises, or in the event the improvements are condemned and ordered torn down or removed by lawful authority, then the terms of this Lease shall cease as of the date possession shall be taken by such authority, the rent will be apportioned as of the date of such taking.

15. In the event of default by lessee, the Lessor/landlord will not remove from the premises or take possession of marijuana, and AMCO enforcement will be notified immediately by lessor.

16. **Miscellaneous.**

a. **Notices.** All notices which are required to be given pursuant to this Lease shall be deemed sufficient if in writing and sent by either registered or certified mail or hand delivery as follows:

To Lessor: Queen Parker  
P.O. Box 1462  
Sterling, AK. 99672

To Lessee: David Parker  
P.O. Box 1462  
Sterling, AK. 99672

b. **Binding Effects.** This Lease shall be binding and shall inure to the benefit of Lessor and Lessee, their heirs, successors and assigns.

c. **Integrated Contract.** This lease contains the entire agreement and understanding between the parties hereto. From the date on which the form of this lease begins, this lease automatically supersedes and terminates all prior leases between lessee and lessor or the predecessors of lessee pertaining to the premises and loaned equipment. No amendment, addition, alteration, modification or waiver of any provision of this lease shall be of any effect unless in writing and signed by the parties hereto.

d. **Attorney's Fees.** In any proceedings to enforce this Lease, the prevailing party shall pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred in enforcing the agreements of this lease.

e. **Applicable Law and Termination of Lease.** This Lease shall be interpreted according to the law of the State of Alaska, and any legal proceedings to enforce it shall be venued in the courts of the State of Alaska, Third Judicial District at Palmer, Alaska. After a Lease Agreement is mutually executed and in the event lessee, despite its best efforts, is unable to obtain a state marijuana license (or renewal of said license) and local use permits approvals for this site location, lessee shall, at lessee's election, be released from the terms of the lease and the security deposit and all Payments to the Landlord will be forfeited as its sole financial remedy cancelling this Lease Agreement.

Likewise, if after the lessee's operation is up and running and in the future there are changes in the Law that make the business of lessee illegal, lessee shall be released from the terms of the lease agreement with forfeiture of the security deposit and all payments. Lessee agrees to give a thirty (30) day notice prior to terminating lease.

The parties have executed this Lease on the date below written.

DATED this 29<sup>th</sup> day of July 2023.

By: Queen Aleta Parker

\_\_\_\_\_  
Lessor

DATED this 29 day of July 2023.

By: Darin Park

\_\_\_\_\_  
Lessee

# PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,  
STATE OF ALASKA

} SS:

Doug Munn being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

Marijuana License

08/30/23

09/06/23

09/13/23



x Doug Munn

SUBSCRIBED AND SWORN before me on this

23 day of Sept, 2023.

Elizabeth A. McDonald  
NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3/6/2024.

Elizabeth A. McDonald  
Notary Public, State of Alaska  
Commission #200306009  
My Commission Expires March 6, 2024



# Application for Food Establishment Permit

Alaska Department of Environmental Conservation  
Division of Environmental Health  
Food Safety and Sanitation Program



Permit ID:

## Section 1- GENERAL INFORMATION (All applicants complete entire section - please print).

Purpose (check one) ☒ New ☐ Information Change ☐ Extensive Remodel ☐ Change of owner/operator ☐ Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service <b>Fat Tops LLC</b>		AK Business License #	
	Business/Corporate Mailing Address <b>P.O. Box 1462</b>		City <b>sterling</b>	State <b>AK.</b>
	Business/Corporate Phone <b>907-953-2470</b>		Email <b>daveparker907@gmail.com</b>	
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party <b>David Parker</b>		Fax <b>N/A</b>	

Type of Entity ☒ Individual ☐ Partnership ☐ Corporation ☐ Other:

Establishment Information	Establishment Name <b>Fat Tops LLC</b>		Physical Location <b>33200</b>		Nearest Community <b>Anchor Point</b>	
	Establishment Mailing Address <b>P.O. Box 1462</b>		City <b>sterling</b>	State <b>Alaska</b>	Zip	
	Establishment Phone <b>907-953-2470</b>		Fax <b>N/A</b>	Contact Person <b>907-953-2470</b>		
	Establishment Physical Address <b>33200 sterling Hwy.</b>		City <b>Anchor Point</b>	State <b>AK.</b>	Zip <b>99556</b>	

SEATING: (Food Service Only) ☒ N/A ☐ 25 or less ☐ 26-100 ☐ > 101

**TYPE OF OPERATION** Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

**Retail marijuana store**

## SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES

- a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? ☐ Yes ☒ No

## SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

### FOOD SERVICE ESTABLISHMENTS

- a. A copy of your menu will be required. Have you attached a copy of the proposed menu? ☐ Yes ☒ No
- b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:  
☐ Wild Mushrooms ☐ Unpasteurized juices ☐ Farmed halibut, salmon, or sablefish  
☐ Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.
- c. Methods of food preparation (check the one that most closely describes the establishment):  
☐ Assembly of Ready to Eat Foods ☐ Cook and Serve  
☐ Hot or cold Service for 2 hours or more is done  
☐ Complex (Preparation 1 day or more in advance, cooling and reheating is done).
- d. Style of Service: ☒ Counter Service ☐ Self Service (i.e. buffet line, salad bar) ☐ Table Service  
☐ Other:
- e. Do you plan to operate as a caterer? ☐ Yes ☒ No  
 If yes, list all the equipment used to protect food from contamination and maintain product temperature during:  
 Transportation: Hot or Cold Holding:

f.	Will your food establishment be a <u>kiosk</u> or <u>mobile unit</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Are employee toilets available within 200 feet? <i>If you have an agreement with another business to use their restrooms, please attach written verification.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If you have a kiosk, is it located outside of a building?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Will you have a service provide water or remove wastewater? <i>If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
g.	Will another permitted food establishment ( <u>commissary</u> ) provide support to your facility? If yes, attach a copy of the Commissary Agreement.		
	FOOD PROCESSORS	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a.	A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b.	Describe who you will be distributing your product to (i.e. grocery stores, etc):		
	N/A		
c.	Will you be doing any of the following processes? Check all that apply.		
	<input type="checkbox"/> Reduced Oxygen Packaging <input type="checkbox"/> Smoking <input type="checkbox"/> Other:	N/A	
	<input type="checkbox"/> Low Acid Canned Foods <input type="checkbox"/> Curing		
	<input type="checkbox"/> Shelf Stable Acidified Foods <input type="checkbox"/> Dehydrating		
	<i>Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.</i>		
d.	Do you have a <u>HACCP Plan</u> ?		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
	<i>Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.</i>		
e.	You are required to have a product coding system and a <u>recall plan</u> . Have you attached a copy of the coding system and recall procedures?		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
	MOBILE RETAIL VENDOR SELLING SEAFOOD		
a.	A list of products that you will be selling is required. Have you attached a copy of the list of products?		
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
b.	Provide names of suppliers where you will be purchasing your product:		
c.	Will <u>all</u> of your product be prepackaged?		
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
d.	Will another permitted food establishment ( <u>commissary</u> ) provide support to your facility? If yes, attach a copy of the Commissary Agreement.		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
	MACHINES VENDING POTENTIALLY HAZARDOUS FOODS		
a.	Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine?		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card</b>			
a.	Have you attached a copy of a Food Manager's Certification?		
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
	<i>The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.</i>		
b.	Does everyone who works or will work at the food establishment have a Food Worker Card?		
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
	<i>An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.</i>		
<i>I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.</i>			
Applicant's Signature		Date	
David Parker		10/23/23	
Applicant's Printed Name		Title	
David Parker		sole member/manager - owner	

Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Mango)	16	13.5	Red Run Cannabis Cultivators	216	Red Run-C	400
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Blackcherry)	17	13.5	Red Run	229.5	Red Run-C	425
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Lemon)	18	13.5	Red Run	229.5	Red Run-C	425
Fat Tops - Murray Lane	Edible	Edible		Blood Orange 100mg Gummies	20	18	Enlighten-C	306	Enlighten-C	612
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Cranberry)	18	13.5	Red Run	243	Red Run-C	450
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Lime)	18	13.5	Red Run	243	Red Run-C	450
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Fruit Punch)	18	13.5	Red Run	243	Red Run-C	450
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Blueberry)	18	13.5	Red Run	243	Red Run-C	450
Fat Tops - Murray Lane	Edible	Edible		Shooter (Blueberry-50mg)	47	8.5	Red Run	399.5	Red Run-C	705
Fat Tops - Murray Lane	Edible	Edible		50mg 2oz Shooter (Black Cherry)	49	8.5	Red Run	416.5	Red Run-C	735
Fat Tops - Murray Lane	Edible	Edible		50mg 2oz Shooter (Lemon)	49	8.5	Red Run	416.5	Red Run-C	735
Fat Tops - Murray Lane	Edible	Edible		50mg 2oz Shooter (Lime)	49	8.5	Red Run	416.5	Red Run-C	735
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Mango)	15	13.5	Red Run Cannabis Cultivators	202.5	Red Run-C	375
Fat Tops - Murray Lane	Edible	Edible		THC Honey Jar	15	12	Red Run Cannabis Cultivators	180	Red Run-C	360
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Lemon)	19	13.5	Red Run	256.5	Red Run-C	475
Fat Tops - Murray Lane	Edible	Edible		100mg Hashade (Fruit Punch)	20	13.5	Red Run	270	Red Run-C	500
Fat Tops - Murray Lane	Edible	Edible		Canna Caps 100mg 10ct	20	8	Red Run Cannabis Cultivators	160	Red Run-C	320

<b>Fat Tops - Murray Lane</b>	Edible	Edible		Shooter (Blueberry-50mg)	21	8.5	Red Run	178.5	Red Run-C	315
<b>Fat Tops - Murray Lane</b>	Edible	Edible		50mg 2oz Shooter (Black Cherry)	30	8.5	Red Run	255	Red Run-C	450
<b>Fat Tops - Murray Lane</b>	Edible	Edible		100mg Hash Infusion	30	12	Red Run Cannabis Cultivators	360	Red Run-C	600
<b>Fat Tops - Murray Lane</b>	Edible	Edible		50mg 2oz Shooter (Lemon)	40	8.5	Red Run	340	Red Run-C	600
<b>Fat Tops - Murray Lane</b>	Edible	Edible		50mg 2oz Shooter (Lime)	40	8.5	Red Run	340	Red Run-C	600
<b>Fat Tops - Murray Lane</b>	Edible	Edible		100mg Hashade (Blueberry)	41	13.5	Red Run	553.5	Red Run-C	1025
<b>Fat Tops - Murray Lane</b>	Edible	Edible		100mg Hashade (Blackcherry)	43	13.5	Red Run	580.5	Red Run-C	1075
<b>Fat Tops - Murray Lane</b>	Edible	Edible		100mg Hashade (Cran-Orange)	50	13.5	Red Run	675	Red Run-C	1250
<b>Fat Tops - Murray Lane</b>	Edible	Edible		100mg Hashade (Cranberry)	50	13.5	Red Run	675	Red Run-C	1250
<b>Fat Tops - Murray Lane</b>	Edible	Edible		100mg Hashade (Lime)	54	13.5	Red Run	729	Red Run-C	1350
<b>Fat Tops - Murray Lane</b>	Edible	Edible		THC Honey stick 2-ct.	300	2	Fat Tops	600	Red Run	1500
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Good Micro-Dose Choc Minis (50pk/1mg each) 707 Headband (I) Milk Choc	1	17	Good Cannabis	17	Good Cannabis-C	34
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		5mg/Thc 5mg/Cbd hybrid-Canna Caps 10ct	1	8	GOOD TITRATIONS	8	Good Titration-C	16
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Milk Toffee Chocolate 4pk 20mg	2	5	Arctic Bakery-C	10	Arctic Bakery-C	20
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Bio-Jesus (H) Apple Strawberry Gummies 10mg (10) pak	2	19	Good Cannabis	38	Good Cannabis-C	76
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		White Choc Cookies and Cream 10pk	2	16	Arctic Bakery-C	32	Arctic Bakery-C	64

<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Blueberry Honey Tincture (sativa)	3	18	Good Cannabis	54	Good Cannabis-C	108
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Raspberry Choco 4pk 20mg	3	5	Arctic Bakery-C	15	Arctic Bakery-C	30
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Mango)	4	13.5	Red Run Cannabis Cultivators	54	Red Run-C	100
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Good Micro-dose Choc Minis (50pk/1mg each) Durban Poison (S) Dark Choc	4	17	Good Cannabis	68	Good Cannabis-C	136
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		50mg 2oz Shooter (Blueberry)	4	8.5	Red Run Cannabis Cultivators	34	Red Run-C	60
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Milk Choco 4pk 20mg	4	5	Arctic Bakery-C	20	Arctic Bakery-C	40
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Peach Yummy Gummies 10ct 100mg	4	12.5	GOOD TITRATIONS	50	Good Titration-C	100
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Good CBD:THC Capsules 1:1	4	15	Good Cannabis	60	Good Cannabis-C	120
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Blueberry)	4	13.5	Red Run Cannabis Cultivators	54	Red Run-C	100
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Cran-Orange)	4	13.5	Red Run Cannabis Cultivators	54	Red Run-C	100
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Blackcherry)	5	13.5	Red Run Cannabis Cultivators	67.5	Red Run-C	125
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		THC Honey stick 2-ct.	5	2	Red Run	10	Red Run	25
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		(Blood Orange) 707 Headband Good Gummies 10pk	5	19	Good Cannabis	95	Good Cannabis-C	190
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Apricot - 100mg Gummies	5	18	Enlighten-C	90	Enlighten-C	180
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Cranberry)	5	13.5	Red Run Cannabis Cultivators	67.5	Red Run-C	125
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Lemon)	5	13.5	Red Run Cannabis Cultivators	67.5	Red Run-C	125

Fat Tops - Kenai Spur	Edible	Edible		100mg Hashade (Lime)	5	13.5	Red Run Cannabis Cultivators	67.5	Red Run-C	125
Fat Tops - Kenai Spur	Edible	Edible		Blueberry Honey Tincture (Indica)	6	18	Good Cannabis	108	Good Cannabis-C	216
Fat Tops - Kenai Spur	Edible	Edible		Dark Choco -4pk 20mg	6	5	Arctic Bakery-C	30	Arctic Bakery-C	60
Fat Tops - Kenai Spur	Edible	Edible		Orange Dark Choco 4pk 20mg	6	5	Arctic Bakery-C	30	Arctic Bakery-C	60
Fat Tops - Kenai Spur	Edible	Edible		White choco Key Lime Pie 10pk 50mg	6	10	Arctic Bakery-C	60	Arctic Bakery-C	120
Fat Tops - Kenai Spur	Edible	Edible		White Chocolate Key Lime Pie 10pk 100mg 10mg ea	6	16	Arctic Bakery-C	96	Arctic Bakery-C	192
Fat Tops - Kenai Spur	Edible	Concentrate		Wild Grape yummy Gummies 10ct 100mg	6	15	GOOD TITRATIONS	90	Good Titration-C	180
Fat Tops - Kenai Spur	Edible	Edible		(Mango) Bio-Jesus Good Gummies 10pk	7	19	Good Cannabis	133	Good Cannabis-C	266
Fat Tops - Kenai Spur	Edible	Edible		white Choc cookies and cream 4pk 20mg	7	5	Arctic Bakery-C	35	Arctic Bakery-C	70
Fat Tops - Kenai Spur	Edible	Edible		(Tart Cherry) 707 Headband Good Gummies 10pk	7	19	Good Cannabis	133	Good Cannabis-C	266
Fat Tops - Kenai Spur	Edible	Edible		Blood Orange 100mg Gummies	7	18	Enlighten-C	126	Enlighten-C	252
Fat Tops - Kenai Spur	Edible	Edible		Sea Salt Dark Choco 4pk 20mg	8	5	Arctic Bakery-C	40	Arctic Bakery-C	80
Fat Tops - Kenai Spur	Edible	Edible		Good Night Capsules 2:1:1	8	20	Good Cannabis	160	Good Cannabis-C	320
Fat Tops - Kenai Spur	Edible	Edible		Good CBD:THC Capsules 10:1	8	20	Good Cannabis	160	Good Cannabis-C	320
Fat Tops - Kenai Spur	Edible	Edible		Watermelon 1:1 yummy Gummies 10ct 100mg	8	15	GOOD TITRATIONS	120	Good Titration-C	240
Fat Tops - Kenai Spur	Edible	Edible		50mg 2oz Shooter (Black Cherry)	9	8.5	Red Run Cannabis Cultivators	76.5	Red Run-C	135
Fat Tops - Kenai Spur	Edible	Edible		Good CBD: THC Capsules 2:1	9	16	Good Cannabis	144	Good Cannabis-C	288

<b>Fat Tops - Kenai Spur</b>	Edible	Edible		50mg 2oz Shooter (Lemon)	10	8.5	Red Run Cannabis Cultivators	85	Red Run-C	150
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		50mg 2oz Shooter (Lime)	10	8.5	Red Run Cannabis Cultivators	85	Red Run-C	150
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		(Lemon) 707 Headband Good Gummies 10pk	10	19	Good Cannabis	190	Good Cannabis-C	380
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Raspberry 100mg Hard Candy	12	15	Arctic Bakery-C	180	Arctic Bakery-C	360
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Citrus Hard Candy-(10pk-10mg THC Piece-100mg THC/Total	16	15	Arctic Bakery-C	240	Arctic Bakery-C	480
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Yummy Gummies Strawberry 10ct 100mg	17	15	GOOD TITRATIONS	255	Good Titration-C	510
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Gummy Bars 100mg	21	15	Anchorage Bowl, LLC	315	Anchorage Bowl	504
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		(Grapefruit) 707 Headband Good Gummies 10pk	21	19	Good Cannabis	399	Good Cannabis-C	798
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		(Grape) 707 Headband Good Gummies 10pk	21	19	Good Cannabis	399	Good Cannabis-C	798
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Canna Caps 100mg 10ct	42	8	Red Run Cannabis Cultivators	336	Red Run-C	672
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		(Blood Orange) 707 Headband Good Gummies 10pk	10	19	Good Cannabis	190	Good Cannabis-C	380
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		5mg/Thc 5mg/Cbd hybrid-Canna Caps 10ct	10	8	GOOD TITRATIONS	80	Good Titration-C	160
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		THC Honey Jar	13	12	Red Run Cannabis Cultivators	156	Red Run-C	312
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Blueberry)	15	13.5	Red Run Cannabis Cultivators	202.5	Red Run-C	375
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Mango)	20	13.5	Red Run Cannabis Cultivators	270	Red Run-C	500
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Arctic Ice Caps-OG Kush	20	8	Arctic Bakery-C	160	Arctic Bakery-C	320

<b>Fat Tops - Kenai Spur</b>	Edible	Edible		THC Honey stick 2-ct.	32	2	Red Run	64	Red Run	160
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Lemon)	36	13.5	Red Run Cannabis Cultivators	486	Red Run-C	900
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Blackcherry)	37	13.5	Red Run Cannabis Cultivators	499.5	Red Run-C	925
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Cran-Orange)	40	13.5	Red Run Cannabis Cultivators	540	Red Run-C	1000
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Cranberry)	46	13.5	Red Run Cannabis Cultivators	621	Red Run-C	1150
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		100mg Hashade (Lime)	49	13.5	Red Run Cannabis Cultivators	661.5	Red Run-C	1225
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		50mg 2oz Shooter (Blueberry)	50	8.5	Red Run Cannabis Cultivators	425	Red Run-C	750
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		50mg 2oz Shooter (Black Cherry)	51	8.5	Red Run Cannabis Cultivators	433.5	Red Run-C	765
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		50mg 2oz Shooter (Lime)	69	8.5	Red Run Cannabis Cultivators	586.5	Red Run-C	1035
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		50mg 2oz Shooter (Lemon)	80	8.5	Red Run Cannabis Cultivators	680	Red Run-C	1200
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Honey Sticks 2ct	100	2.5	Red Run Cannabis Cultivators	250	Red Run-C	500
<b>Fat Tops - Kenai Spur</b>	Edible	Edible		Canna Caps 100mg 10ct	100	8	Red Run Cannabis Cultivators	800	Red Run-C	1600
<b>Totals:</b>					2511	1550		25138.5		47710
	Totals									
<b>Edible</b>	124									

State of Alaska  
Department of Commerce, Community, and Economic Development  
Corporations, Business, and Professional Licensing

## Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**FAT TOPS, LLC.**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **September 30, 2016**.


A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner



# THE STATE of ALASKA

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: corporations@alaska.gov  
Website: corporations.alaska.gov

FOR DIVISION USE ONLY  
**RECEIVED**  
Juneau  
**OCT 22 2021**  
**CBPL**  
✓ 100 TV  
  
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## Domestic Limited Liability Company

**2022 Biennial Report**  
For the period ending December 31, 2021

**Due Date:** This report along with its fees are due by January 2, 2022

**Fees:** If postmarked before February 2, 2022, the fee is \$100.00.

If postmarked on or after February 2, 2022 then this report is delinquent and the fee is \$137.50.

**Entity Name:** FAT TOPS, LLC.

**Entity Number:** 10041733

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Registered Agent** information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

**Name:** David Parker

**Physical Address:** 29008 WHALE OF A TAIL AVENUE,  
STERLING, AK 99672

**Mailing Address:** PO BOX 1462, STERLING, AK 99672

<b>Entity Physical Address:</b>	29084 Wale OF A TAIL Ave, Sterling, AK 99672
<b>Entity Mailing Address:</b>	P.O. Box 1462, Sterling, AK 99672

**Officials:** The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
David Parker	P.O. Box 1462, Sterling, AK 99672	100	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.



RECEIVED  
Juneau

OCT 22 2021

CBPL

**Purpose:** Any lawful purpose.

**NAICS Code:** 111998-ALL OTHER MISCELLANEOUS CROP FARMING

**New NAICS Code (optional):**

**Signature:** This form is for use by the named entity only. Only persons who are authorized by the Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. By signing you acknowledge you have read this and understand it.

Signature  Print Name David Parker Date 10/18/2021

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**FAT TOPS, LLC.**

PO BOX 1462, STERLING, AK 99672

owned by

FAT TOPS, LLC.

is licensed by the department to conduct business for the period

October 10, 2022 to December 31, 2024  
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner

FAT TOPS, LLC.  
PO BOX 1462  
STERLING, AK 99672

# Kenai Peninsula Borough

## Planning Department

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### MEMORANDUM

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

THRU: Peter A. Micciche Borough Mayor

FROM: Robert Ruffner, Planning Director

DATE: March 26, 2024

RE: Right-Of-Way Vacation KPB File 2024-022V: Vacate the approximate 184' of the end of the cul-de-sac of Shalom Lane between Lots 4, 5, 6 & Tract A of Immanuel Subdivision (Plat KN 2022-46) & Associated Utility Easement

---

In accordance with AS 29.40.140, no vacation of a borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of March 25, 2024 the Kenai Peninsula Borough Planning Commission granted approval of the above proposed vacation by unanimous vote based on the means of evaluating public necessity established by KPB 20.65 (8-Yes, 1-Absent). The petitioner is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

- March 25, 2024 Draft PC Minutes
- March 25, 2024 Meeting Packet Materials
- Petition Form

**ITEM #2 - RIGHT OF WAY VACATION  
VACATE THE APPROXIMATE 184' OF THE END OF THE CUL-DE-SAC OF SHALOM LANE  
BETWEEN LOTS 4, 5,6 AND TRACT A OF IMMANUEL SUBDIVISION AND ASSOCIATED UTILITY  
EASEMENT**

<b>KPB File No.</b>	2024-022V
<b>Planning Commission Meeting:</b>	March 25, 2024
<b>Applicant / Owner:</b>	David and Christina Hall & Terrance Rais
<b>Surveyor:</b>	James Hall / McLane Consulting, Inc
<b>General Location:</b>	De Busk Drive in Nikiski
<b>Legal Description:</b>	Shalom Lane in Immanuel Subdivision KN 2022-46

Staff report given by Platting Manager Vince Piagentini.

Chair Brantley opened the item for public comment. Seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the committee.

**MOTION:** Commissioner Staggs moved, seconded by Commissioner Gillham to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, based on staff recommendations and subject to the five conditions as set forth in the staff report.

Hearing no objection or further discussion, the motion was carried by the following vote:

**MOTION PASSED BY UNANIMOUS VOTE:**

Yes - 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Staggs, Tautfest, Venuti
Absent – 1	Slaughter

**ITEM #3 – CONDITIONAL USE PERMIT  
FOR THE CONSTRUCTION OF A FOOT BRIDGE WITHIN THE  
50-FOOT HABITATE PROTECTION DISTRICT OF PTARMIGAN CREEK**

<b>PC Resolution Number</b>	2024-05
<b>Planning Commission Meeting:</b>	March 25, 2024
<b>Applicant</b>	USDA Forest Service
<b>KPB Tax Parcel ID</b>	125-321-05
<b>Legal Description:</b>	T 4N R 1E SEC 30 SEWARD MERIDIAN SW GOVT LOTS 1 THRU 4 & NE1/4 NE1/4 & W1/2 NE1/4 & E1/2 W1/2

Staff report given by Planner Morgan Aldridge.

Chair Brantley opened the item for public comment.

Hampton Coogle, Project Manager; 161 E. 1<sup>st</sup> Avenue, Anchorage, AK 99501: Mr. Coogle is the project manager for this installation and made himself available for questions.

Seeing and hearing no one else wishing to comment, public comment was closed and discussion was opened among the committee.

**MOTION:** Commissioner Morgan moved, seconded by Commissioner Staggs to adopt Planning Commission Resolution 2024-05, granting a conditional use permit pursuant to KPB 21.18 for the construction of a footbridge within the 50-Foot Habitat Protection District Ptarmigan Creek.

Hearing no objection or further discussion, the motion was carried by the following vote:

**MOTION PASSED BY UNANIMOUS VOTE:**

Yes - 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Staggs, Tautfest, Venuti
Absent – 1	Slaughter

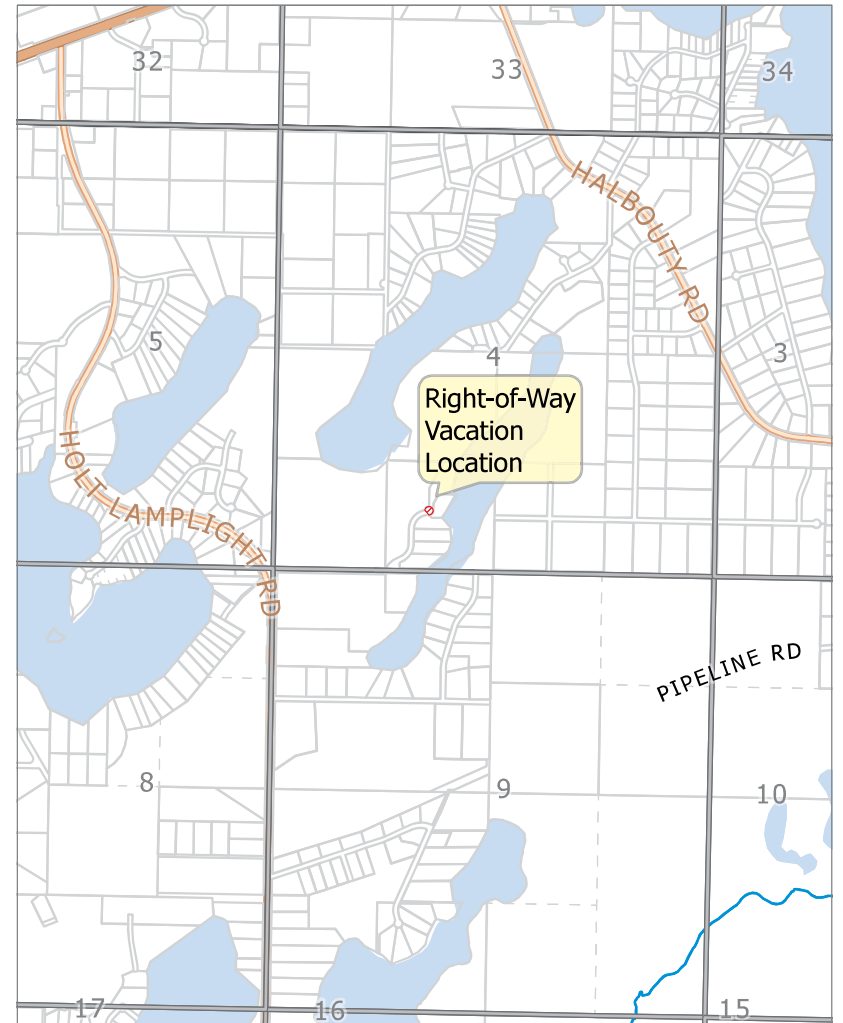
## **E. NEW BUSINESS**

**2. Right-Of-Way Vacation; KPB File 2024-022V**

**McLane Consulting Group / Rais, Hall**

**Request: Reconfigures the Shalom Lane cul-de-sac by vacating & relocating the current bulb & associated utility easements**

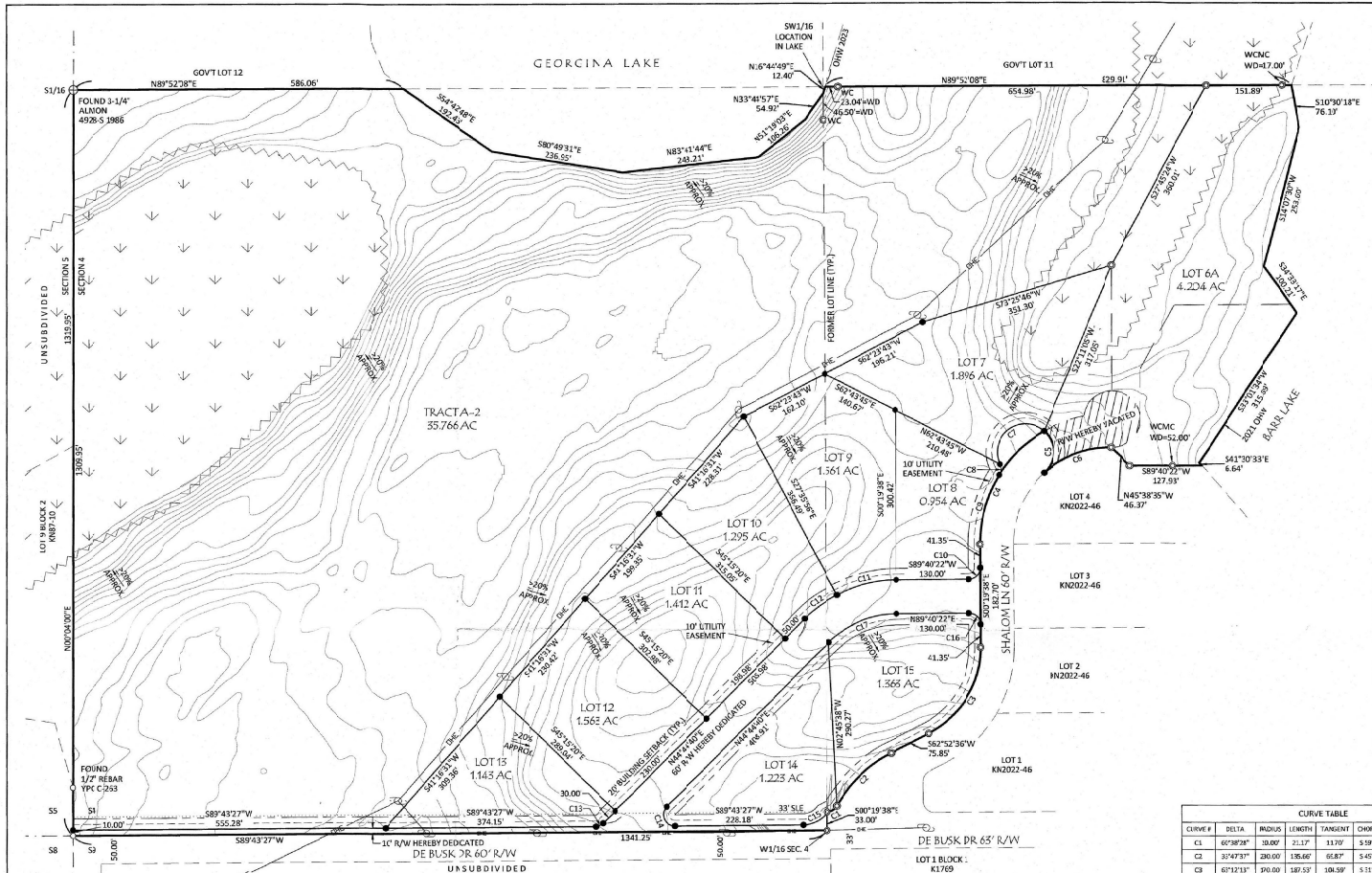
**Nikiski Area / Nikiski APC**



KPB File 2024-022V  
T 07N R 11W SEC 04  
Nikiski



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



**LEGEND**

- FOUND PRIMARY MONUMENT AS DESCRIBED
- FOUND 5/8" REBAR UNLESS NOTED
- FOUND 5/8" x 30" REBAR w/ 1" STAINLESS STEEL CAPS 6032-5
- SET 5/8" x 30" REBAR w/ 1" STAINLESS STEEL CAPS 6032-5
- SECTION LINE EASEMENT
- POWER POLE
- OVERHEAD ELECTRIC
- AREAS SUBJECT TO INUNDATION
- APPROXIMATE SLOPES OVER 20%

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND WE HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY OUR FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

DAVID HALL  
PO BOX 7601, NIKISKI, AK 99631

CHRISTINA HALL  
PO BOX 7601, NIKISKI, AK 99631

**NOTARY'S ACKNOWLEDGEMENT**

FOR: DAVID HALL AND CHRISTINA HALL  
ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF ALASKA

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

TERENCE RAS, OWNER LOT 5 & 6 K2022-46  
1007 2ND ST, KENAI, AK 99611

**NOTARY'S ACKNOWLEDGEMENT**

FOR: TERENCE RAS  
ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF ALASKA

**NOTES**

- WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS SHALL BE PERMITTED ONLY IN CONFORMANCE WITH APPLICABLE REQUIREMENTS OF 18 AAC 72 AND 18 AAC 80.
- BUILDING SETBACK: A BUILDING SETBACK OF 20 FT. IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
- THE FRONT 10 FEET ADJOINING DEDICATED RIGHTS-OF-WAY AND 20 FEET WITHIN 5 FEET OF THE SIDE LOT LINES IS ALSO A UTILITY EASEMENT.
- NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
- ROADS MUST MEET THE DESIGN AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOROUGH IN ORDER TO BE CONSIDERED FOR CERTIFICATION AND INCLUSION IN THE ROAD MAINTENANCE PROGRAM.
- ANY PERSON DEVELOPING THE PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLAND DETERMINATION IF APPLICABLE.
- THIS PARCEL MAY BE AFFECTED BY AN ELECTRIC EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION ON JUNE 4, 1963 IN BOOK 10 PAGE 171, KENAI RECORDING DISTRICT. LOCATION NOT DEFINED.
- THE NATURAL MEANDERS OF THE ORDINARY HIGH WATER OF GEORGINA LAKE AND BARR LAKE FORM THE TRUE BOUNDS OF LOT 14 AND TRACT A-2. THE 2023 MEANDER LINE SHOWN HEREON IS FOR SURVEY COMPUTATIONS ONLY. THE TRUE CORNER BEING ON THE EXTENSION OF THE SIDE LINES AND THE INTERSECTION WITH THE NATURAL MEANDERS.
- THIS PARCEL MAY BE AFFECTED BY THE FOLLOWING:
  - AN ELECTRICAL EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION ON JUNE 4, 1963 RECORDED IN BOOK 10 PAGE 171, KENAI RECORDING DISTRICT. LOCATION NOT DEFINED.
  - A NATURAL GAS EASEMENT GRANTED TO ENSTAR NATURAL GAS COMPANY ON JULY 15, 2022 IN DOCUMENT NO. 2022-005918-0 KRD. LOCATION NOT DEFINED.
  - A RIGHT-OF-WAY EASEMENT GRANTED TO ENSTAR NATURAL GAS COMPANY ON SEPTEMBER 5, 2023 IN DOCUMENT NO. 2023-008872-0. LOCATION NOT DEFINED.
- COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON JUNE 12, 2023 IN DOCUMENT NO. 2023-004533-0 KRD.

**WASTEWATER DISPOSAL: TRACT A-2**

THESE LOTS ARE AT LEAST 200,000 SQUARE FEET AND CONDITIONS MAY NOT BE SUITABLE FOR ONSITE WASTEWATER TREATMENT AND DISPOSAL. ANY WASTEWATER TREATMENT OR DISPOSAL SYSTEM MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

**WASTEWATER DISPOSAL: LOTS 7 - 15**

SOIL CONDITIONS, WATER TABLE LEVELS, AND SLOPES IN THIS SUBDIVISION HAVE BEEN FOUND SUITABLE FOR CONVENTIONAL ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS SERVING SINGLE FAMILY OR DUPLEX RESIDENCES AND MEETING THE REGULATORY REQUIREMENTS OF THE KENAI PENINSULA BOROUGH. ANY OTHER TYPE OF ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM MUST BE DESIGNED BY A PROFESSIONAL ENGINEER, REGISTERED TO PRACTICE IN ALASKA, AND THE DESIGN MUST BE APPROVED BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

**CURVE TABLE**

CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	60°38'28"	10.00	21.17	11.70	S 59° 24' 12" W	20.19
C2	32°47'37"	200.00	186.60	65.87	S 45° 58' 42" W	133.70
C3	67°12'13"	200.00	187.57	106.30	S 11° 16' 29" W	176.20
C4	60°19'37"	200.00	245.37	138.20	S 30° 49' 41" W	236.00
C5	97°12'57"	100.00	83.09	54.77	N 60° 35' 40" W	73.80
C6	42°54'27"	200.00	130.28	68.53	S 10° 58' 03" W	122.11
C7	15°24'16"	100.00	17.30	255.28	S 13° 25' 44" W	98.00
C8	57°07'18"	100.00	15.94	15.89	S 10° 17' 14" W	15.12
C9	32°10'11"	200.00	128.16	68.33	S 10° 48' 38" W	122.47
C10	90°00'00"	10.00	31.42	26.00	S 44° 40' 22" W	28.28
C11	27°16'13"	200.00	109.48	55.80	S 76° 02' 13" W	108.45
C12	17°39'24"	200.00	76.88	35.72	S 59° 34' 22" W	70.90
C13	44°56'47"	100.00	15.70	8.28	S 57° 14' 00" W	15.30
C14	130°20'13"	100.00	47.13	48.31	N 20° 45' 57" W	36.90
C15	12°18'39"	100.00	58.00	23.33	S 61° 09' 52" W	47.90
C16	90°00'00"	100.00	31.42	26.00	S 45° 19' 38" E	28.28
C17	44°55'47"	100.00	13.31	76.29	N 57° 12' 31" E	128.92

**PLAT APPROVAL**

THIS PLAN WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF \_\_\_\_\_ 2024.

**AUTHORIZED OFFICIAL** \_\_\_\_\_ **DATE** \_\_\_\_\_

AGENDA ITEM E. NEW BUSINESS

ITEM #2 - RIGHT OF WAY VACATION

VACATE THE APPROXIMATE 184' OF THE END OF THE CUL-DE-SAC OF SHALOM LANE BETWEEN  
LOTS 4, 5,6 AND TRACT A OF IMMANUEL SUBDIVISION AND ASSOCIATED UTILITY EASEMENT

KPB File No.	2024-022v
Planning Commission Meeting:	March 25, 2024
Applicant / Owner:	David and Christina Hall & Terrance Rais
Surveyor:	James Hall / McLane Consulting, Inc
General Location:	De Busk Dr in Nikiski
Legal Description:	Shalom Lane in Immanuel Subdivision KN 2022-46

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STAFF REPORT

**Specific Request / Purpose as stated in the petition:** The current use is by the same property owner who also owns Lot 4 KN 2022-46. Lot 5 and 6 will also be combined to provide additional acreage for wastewater treatment systems and water well separation. All surrounding parcels remain with legal access. Alternate cul-de-sac will be dedicated.

**Notification:** The public hearing notice was published in the March 22<sup>nd</sup> issue of the Peninsula Clarion as part of the Planning Commission's tentative agenda.

The public notice was posted on the Planning Commission bulletin board at the Kenai Peninsula Borough George A. Navarre Administration building. Additional notices were mailed to the following with the request to be posted for public viewing:

Library of Nikiski  
Post Office of Nikiski

Seven certified mailings were sent to owners of property within 300 feet of the proposed vacation. No receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to five owners within 600 feet of the proposed vacation.

Eighteen public hearing notices were emailed to agencies and interested parties as shown below:

State of Alaska Dept. of Fish and Game  
State of Alaska DNR  
State of Alaska DOT  
State of Alaska DNR Forestry  
Nikiski Advisory Planning Commission  
Emergency Services of Nikiski  
Kenai Peninsula Borough Office

Kenai Peninsula Borough Land Management  
Nikiski Community Council  
Alaska Communication Systems (ACS)  
ENSTAR Natural Gas  
General Communications Inc, (GCI)  
Homer Electric Association (HEA)

**Legal Access (existing and proposed):**

The proposed vacation is at the end of the Shalom Lane a 60 foot dedication. Shalom Lane is off De Busk Dr a varied width dedication coming off Holt Lamp Light Rd a 100 foot dedication.

The vacation will be finalized by the plat Immanuel Subdivision No. 2 that will dedicate a new end to the cul-de-sac for Shalom Lane.

Block length is currently not compliant. The new subdivision will add a dedication, bringing the block into compliance.

KPB Roads Dept. Comments	Out of Jurisdiction: No  Roads Director: Griebel, Scott Comments: No RSA Comments
SOA DOT comments	No Comment

**Site Investigation:**

The area of the vacation is not located near any steep terrain. The proposed vacation are is along a small ridge line with a drop to the northeast.

There is an area of inundation identified to the north of the proposed vacation. Several lakes surround the property proposed for the future subdivision. The area is not in a flood hazard area according to the River center review.

KPB River Center review	<p>A. Floodplain Reviewer: Hindman, Julie Floodplain Status: Not within flood hazard area Comments: No comments</p> <p>B. Habitat Protection Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No Comment</p> <p>C. State Parks Reviewer: Comments: No Comment</p>
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**Staff Analysis:**

The plat Immanuel Subdivision KN 2022-46 is a division of Government Lot 14 of Section 4, Township 7 North, Range 11 West, SM, Alaska. Immanuel Subdivision KN 2022-46 dedicated the right-of-way for Shalom Lane cul-de-sac.

Adjacent land to the cul-de-sac are Lots 5, 6 and Tract A from Immanuel Subdivision KN 2022-46. These parcels along with the vacation will be included in the new subdivision Immanuel Subdivision No 2, that will also include a new dedication for the bulb of the Shalom Lane cul-de-sac.

Homer Electric Associate has sent a comment that an electric line has been installed in the 10' utility easement along the cul-de-sac being proposed for vacation in Lots 4 & 5 of Immanuel Subdivision the parent plat. HEA has request that this portion of the 10' utility easement not be vacated. The comment is included in the packet. **Staff recommends:** the Commission not to vacate the 10' utility easement along lots 4 & 5 Immanuel Subdivision KN 2022-46, unless other arrangements can be made to relocate the electric line and any other utilities installed at owners' expense.

#### 20.65.050 – Action on vacation application

D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;  
**Staff comments:** Not in use
2. A road is impossible or impractical to construct, and alternative access has been provided;  
**Staff comments:** A road is possible, but a more practical end is being proposed.
3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;  
**Staff comments:** No, houses are not in yet. Utilities have been installed in utility easements
4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;  
**Staff comments:** No access to a lake, river or public area is being vacated.
5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;  
**Staff comments:** No
6. Other public access, other than general road use, exist or are feasible for the right-of-way;  
**Staff comments:** cNo
7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.  
**Staff comments:** A utility is installed in the utility easement, outside the proposed vacation.
8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.  
**Staff comments:** No

A KPB Planning Commission decision denying a vacation application is final. A KPB Planning Commission decision to approve the vacation application is subject to consent or veto by the KPB Assembly, or City Council if located within City boundaries. The KPB Assembly, or City Council must hear the vacation within thirty days of the Planning Commission decision.

The Assembly or City Council will hear the vacation at their scheduled April 2, 2024 meeting.

If approved, Immanuel Subdivision No. 2 will finalize the proposed right of way vacations. The Plat Committee is scheduled to review Immanuel Subdivision No. 2, on next available meeting possible.

**KPB department / agency review:**

Addressing	<p>Reviewer: Leavitt, Rhealyn Affected Addresses: NONE</p> <p>Existing Street Names are Correct: Yes</p> <p>List of Correct Street Names: DEBUSK DR, SHALOM LN</p> <p>Existing Street Name Corrections Needed:</p> <p>All New Street Names are Approved: No List of Approved Street Names: N/A</p>
Code Compliance	<p>Reviewer: Ogren, Eric Comments: No comments</p>
Planner	<p>Reviewer: Raidmae, Ryan There are not any Local Option Zoning District issues with this proposed plat.</p> <p>Material Site Comments: There are not any material site issues with this proposed plat.</p>
Assessing	<p>Reviewer: Windsor, Heather Comments: No comment</p>
Advisory Planning Commission	

**Utility provider review:**

HEA	HEA has request the easement in Lot 4 & 5 not be vacated, comment is in the packet.
ENSTAR	
ACS	No objections
GCI	No comments or objections
SEWARD ELECTRIC	N/A
CHUGACH ELECTRIC	N/A
TELALASKA	N/A

**RECOMMENDATION:**

Based on consideration of the merits as per KPB 20.65.050(D) as outlined by Staff comments, Staff recommends APPROVAL as petitioned, subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code including a submittal to and approval by the Plat Committee.
3. Grant utility easements requested by the City Council and utility providers.
4. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.65.050(I)).
5. Not vacating the 10' utility easement along Lots 4 & 5 Immanuel Subdivision KN 2022-46 unless other arrangements are made by the owners and utility companies. Movement of any utilities will be at owners expense.

#### **KPB 20.65.050 – Action on vacation application**

- H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.**
- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.**
- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.**
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.**

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

*Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.*

- *Focus Area: Energy and Utilities*
  - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
    - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
    - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
    - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
  - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
    - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

*Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough*

- *Focus Area: Transportation*
  - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
    - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*

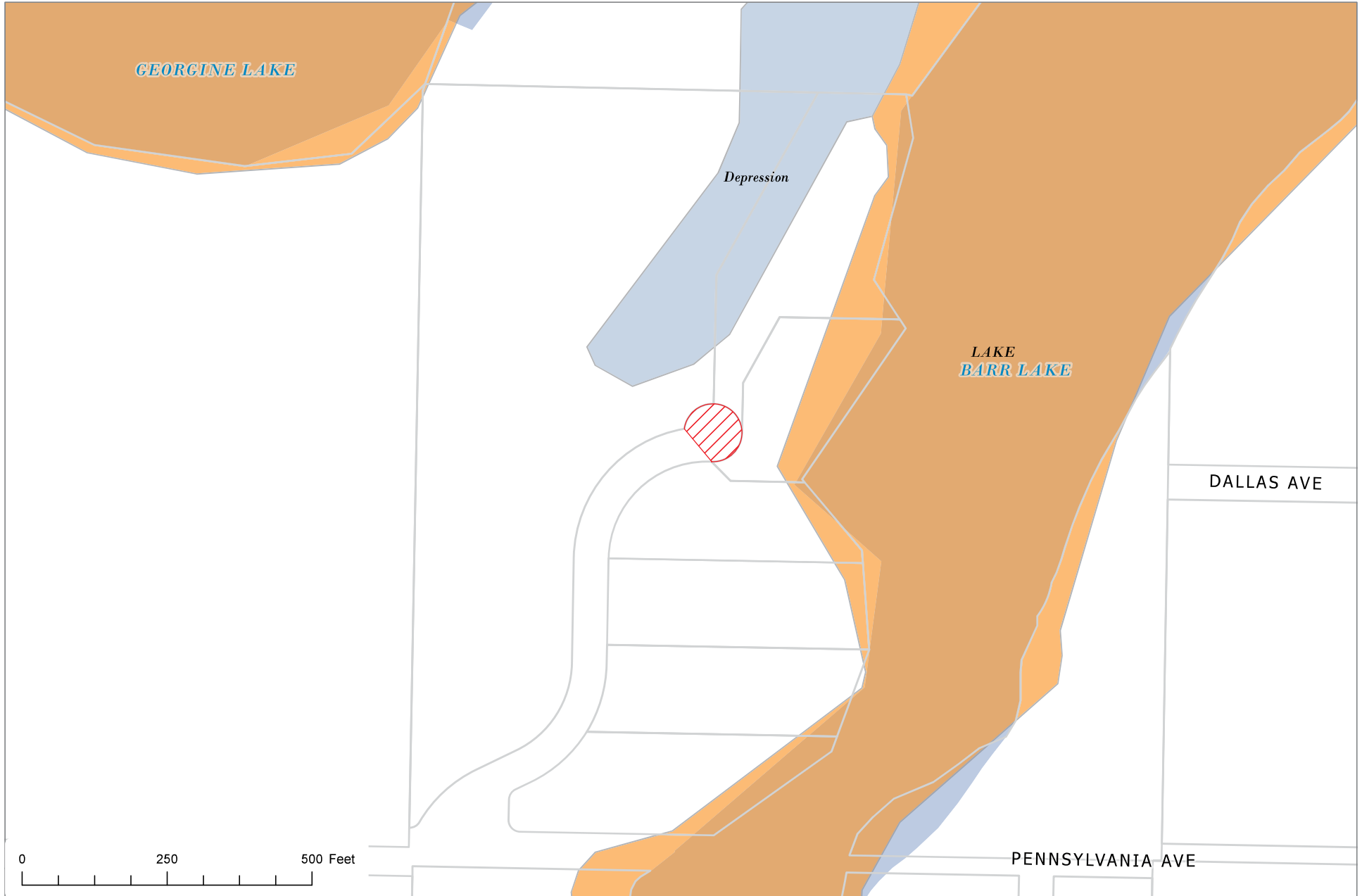
- *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

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**END OF STAFF REPORT**



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

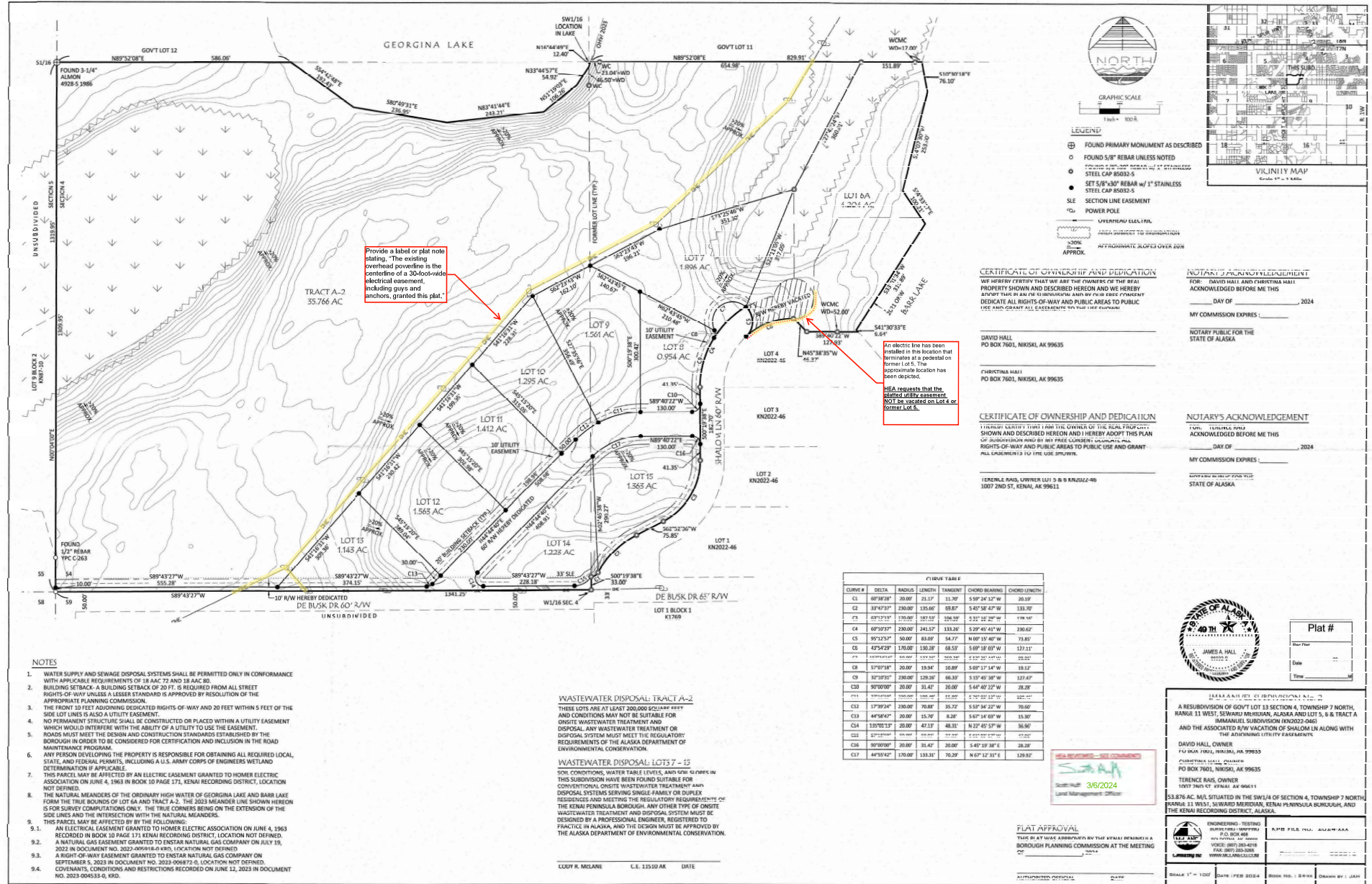


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## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

### PETITION TO VACATE PLATTED RIGHT OF WAY / PLATTED PUBLIC EASEMENT / PLATTED PUBLIC AREA

#### PUBLIC HEARING REQUIRED

Upon receipt of complete application with fees and all required attachments, a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

Initially, a sketch may be included with the vacation petition for review by the Planning Commission. After the Planning Commission takes action on the vacation, a Subdivision Plat must be prepared by a licensed land surveyor. The plat will be processed in accordance with KPB 20.10.080. Platting authority is vested in the Planning Director.

#### SUBMITTAL REQUIREMENTS

A platted right of way vacation (ROWV) application will be scheduled for the next available planning commission meeting after a complete application has been received.

- ☒ - \$500 non-refundable fee to help defray costs of advertising public hearing. Plat fees will be in addition to the vacation fees.
- ☐ - City Advisory Planning Commission. Copy of minutes at which this item was acted on, along with a copy of City Staff Report.
- ☒ SHALOM LN \_\_\_\_\_ platted public right of way proposed to be vacated was dedicated by the plat of IMMANUEL \_\_\_\_\_ Subdivision, filed as Plat No. 2022-46 in the KENAI \_\_\_\_\_ Recording District.
- ☒ - 3 copies of the plat or map showing the platted right of way to be vacated. Must not exceed 11 x 17 inches in size. Area to be vacated must be clearly depicted. Proposed alternative public access to be shown and labeled on the sketch.
- ☒ - REASON FOR VACATING The petitioner must attach a statement with reasonable justification for the vacation of the platted right of way / platted easement / platted public area.

Has the platted right of way been fully or partially constructed?		Yes	<input checked="" type="checkbox"/>	No
Is the platted right of way used by vehicles / pedestrians / other?		Yes	<input checked="" type="checkbox"/>	No
Is alternative right-of-way being provided?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Are there utility easements associated with the right of way to be vacated?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the platted right of way and or associated utility easement in use by any utility company?		Yes	<input checked="" type="checkbox"/>	No
If so, which utility provider?				

#### LEGAL DESCRIPTION ADJOINING LAND:

Lot, Block, Subd. or street address LOT 5, 6 AND TRACT A KN2022-46	
Section, township, range SECTION 4, T7N, R11W, SM AK	
City (if applicable)	General area DE BUSK AVE IN NIKISKI

The petition must be signed by owners of a majority of the land affected by the platted right of way proposed to be vacated. Each petitioner must include address and legal description of his/her property. Attach additional signature sheets if needed.

#### Submitted by:

##### Land Owner

Name (printed): Terence Rais	Signature: Terence Rais
e-mail: TRais@FoxAK.com	Address:
Owner of:	1007 2nd St. Kenai, AK 99611

##### Land Owner:

Name (printed):	Signature
e-mail:	Address:
Owner of:	

FOR OFFICE USE ONLY

RECEIVED BY \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

KPB FILE # \_\_\_\_\_



## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

### PETITION TO VACATE PLATTED RIGHT OF WAY / PLATTED PUBLIC EASEMENT / PLATTED PUBLIC AREA

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Upon receipt of complete application with fees and all required attachments, a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

Initially, a sketch may be included with the vacation petition for review by the Planning Commission. After the Planning Commission takes action on the vacation, a Subdivision Plat must be prepared by a licensed land surveyor. The plat will be processed in accordance with KPB 20.10.080. Platting authority is vested in the Planning Director.

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- ☒ - \$500 non-refundable fee to help defray costs of advertising public hearing. Plat fees will be in addition to the vacation fees.
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- ☒ - 3 copies of the plat or map showing the platted right of way to be vacated. Must not exceed 11 x 17 inches in size. Area to be vacated must be clearly depicted. Proposed alternative public access to be shown and labeled on the sketch.
- ☒ - REASON FOR VACATING The petitioner must attach a statement with reasonable justification for the vacation of the platted right of way / platted easement / platted public area.

Has the platted right of way been fully or partially constructed?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Is the platted right of way used by vehicles / pedestrians / other?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Is alternative right-of-way being provided?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Are there utility easements associated with the right of way to be vacated?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the platted right of way and or associated utility easement in use by any utility company?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If so, which utility provider?				

#### LEGAL DESCRIPTION ADJOINING LAND:

Lot, Block, Subd. or street address LOT 5, 6 AND TRACT A KN2022-46	
Section, township, range SECTION 4, T7N, R11W, SM AK	
City (if applicable)	General area DE BUSK AVE IN NIKISKI

The petition must be signed by owners of a majority of the land affected by the platted right of way proposed to be vacated. Each petitioner must include address and legal description of his/her property. Attach additional signature sheets if needed.

#### Submitted by:

##### Land Owner

Name (printed): David Hall	Signature: <i>David Hall</i>
e-mail: akagapeelectric@hotmail.com	Address:
Owner of:	

##### Land Owner:

Name (printed): Christina Hall	Signature: <i>Christina Hall</i>
e-mail: akagapeelectric@hotmail.com	Address:
Owner of:	

FOR OFFICE USE ONLY

RECEIVED BY \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_ KPB FILE # \_\_\_\_\_

Introduced by:	Mayor, Johnson
Date:	03/19/24
Hearing:	04/16/24
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2024-06**

**AMENDING KPB CHAPTER 2.54 RELATING TO ACCESS TO PUBLIC RECORDS  
AND RESPONSE TO RECORD REQUESTS**

**WHEREAS,** the majority of the provisions of KPB Chapter 2.54, relating to public records, have not been updated since enactment in 1986; and

**WHEREAS,** during FY22, the KPB transitioned to an online, centralized public records request system; and

**WHEREAS,** these code amendments continue to reflect a policy of disclosure of public records, while at the same time balancing privacy rights, confidentiality, applicable exemptions, and the need to respond to requests in the orderly course of business; and

**WHEREAS,** pursuant to AS 40.25.110, AS 40.25.122, KPB 2.54.040, KPB 2.54.050 and KPB 2.54.070, relating to litigation exceptions and mandatory requirements under state law to charge a requestor if personnel time spent responding to a requestor exceeds five person-hours in a calendar month, it is reasonable to require requests be in writing and provide the legal name of the requestor; and

**WHEREAS,** these amendments clarify provisions relating to record request process, costs, and denial appeals;

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

**SECTION 1.** That KPB Chapter 2.54. – Access to Public Records, is hereby amended to read as follows:

## CHAPTER 2.54. ACCESS TO PUBLIC RECORDS

### 2.54.010. Kenai Peninsula Borough policy.

It is the policy of the Kenai Peninsula Borough to provide reasonable and prompt public access to [NON-EXCEPTED OR NONCONFIDENTIAL] public records. The assembly recognizes the competing interests of personal privacy and the right of the public to have access to information concerning the conduct of the people's business and the borough will at all times endeavor to appropriately balance those interests in responding to record requests made pursuant to this chapter. This chapter [SHALL]will be construed to require disclosure of all public records in the possession or control of the borough except those specifically exempted under [SECTION]KPB 2.54.040 [OF THIS CHAPTER].

### 2.54.020. Definitions.

For purposes of this chapter:

"Borough clerk" includes any designee of the borough clerk.

"Borough attorney" includes any designee of the borough attorney.

"Critical infrastructure" means public buildings, telecommunications centers and computers systems, information systems, dams, bridges, road systems, ports, and similar key resources, and systems related to utility services (whether public or private), including water, sewer, fuel supply, energy, hazardous liquid, natural gas, or coal, whether physical or virtual, so vital to the borough that the incapacity or destruction of these systems would have a debilitating impact on security, economic security, public health or safety, or any combination of those matters.

"Record" means any existing recorded information as defined in KPB [SECTION] 2.52.020, and developed or received under law or in connection with the transaction of official business by the borough.

"Record request" includes a request to copy, inspect, produce, or view a record and includes a request to provide a record in electronic format.

"Mayor" is as defined in KPB 1.08.040 and includes any designee of the mayor.

### 2.54.025. Centralized public record request system

All record requests must be made in writing on a form provided by the borough clerk or through the borough's online record request platform. All requests will be routed through the borough's centralized record request system administered by the borough clerk. A record subject to a court order or court issued subpoena is not a public record and, at the discretion of the borough clerk this section need not be applied to a record subject to a court order or court issued subpoena.

### **2.54.030. Information available to the public.**

[EXCEPT AS PROVIDED BY SECTION 2.54.040] Subject to the provisions of this chapter, or [BY] other provisions of borough ordinance, state or federal law, and subject to reasonable rules regulating the time, place and manner of inspection which may be adopted, all public records [SHALL BE] are open to inspection by the public during regular [BOROUGH BUSINESS] office hours [, SUBJECT TO THE PROVISIONS OF THIS CHAPTER]. In order to determine if a record is confidential, privileged, exempt from disclosure, litigation status pursuant to KPB 2.54.050, and to respond to the request pursuant to KPB 2.54.060, all record requests must be on a form prescribed by the borough clerk, adequately describe the record sought with reasonable certainty, and identify the requestor using the requestor's legal name. A view-only request, or inspection request, must be made by appointment through the clerk's office and will be subject to employee time fees as set forth in KPB 2.54.070.

### **2.54.040. Exemption for particular records.**

This chapter shall not be construed to require disclosure of:

- A. Communications between any borough department board, assembly or commission and the borough attorney's office concerning pending or actual litigation;
- B. Files maintained by the borough attorney's office concerning pending or actual litigation, or any document prepared in the provision of legal services or legal advice to the borough or the assembly, or any of its departments, boards, commissions, subdivisions, officers or employees by the borough attorney's office; or any other attorney-client privilege or attorney work product relating to borough business;
- C. Personnel, payroll, medical files and other files which reveal the personal, financial or medical status of any specific individual other than gross pay, position title, name or unique identifier if, upon determination of the borough clerk in consultation with the borough attorney, the employee's privacy or safety or organizational security would be adversely impacted due to the release of the employee's full name, and average cost of benefits allocated in the budget [EXCEPT UPON THE SPECIFIC WRITTEN AUTHORIZATION OF THE INDIVIDUAL CONCERNED];
- D. The name, address, telephone number or other identifying information about complainants in actions to enforce borough ordinances;
- E. Records of engineering or other technical data which if released would provide a competitive advantage to any person or corporation engaged in similar or related activities;
- F. Proprietary information which a manufacturer, consultant or provider reasonably requires to be kept privileged or confidential to protect the property interests of persons providing the information or data;

- G. Information which municipal governments engaged in collective bargaining consider to be privileged or confidential for purposes of successful collective bargaining;
- H. Information obtained by and in the custody of insurance carriers insuring the borough, and their attorneys and agents, regarding possible and pending claims against the borough; and records maintained in the borough regarding such claims;
- I. Health, mental health, medical or juvenile information obtained or prepared by the borough with respect to any person for whom treatment or services were provided;
- J. Personal information given to the borough with the legitimate expectation of privacy in conjunction with borough services;
- K. Records disclosing individual reserve levels on claims against the borough, or records or documents pertaining to any claims against the borough or school district, including, but not limited to, risk management files under any insurance or self-insurance program;
- L. Any record, nondisclosure of which is authorized by a valid Alaska or federal statute or regulation, or by a privilege, exemption or principal recognized by the courts, or by a protective order authorized by law;
- M. Emergency 911 call information. Prior to release of audio or other information related to a 911 call, the home address, cell phone number, health information or other personally identifiable information of an individual may be redacted or withheld to protect the privacy interests of the individual.
- N. Deliberative process records. There is a judicially recognized public policy need to encourage open, frank deliberations among government officials about proposed or contemplated governmental action. Records containing deliberative process information are confidential and need not be disclosed. Notwithstanding, the mayor may disclose the requested records on appeal, pursuant to a determination that the interest of the public in having access to the records outweighs the need to assert the deliberative process privilege.
- O. Records or information pertaining to security and critical infrastructure in the borough.
  - 1. Records or information pertaining to a plan, program, or procedures for establishing, maintaining, or restoring security and critical infrastructure in the borough, or to a detailed description or evaluation of systems, facilities, or critical infrastructure in the borough, will be kept confidential, but only to the extent that the production of the records or information:
    - a. Could reasonably be expected to interfere with the implementation or enforcement of the security plan, program, critical infrastructure, or procedures;

- b. Would disclose confidential guidelines for investigations or enforcement and the disclosure could reasonably be expected to risk circumvention of the law; or
        - c. Could reasonably be expected to endanger the life or physical safety of an individual or to present a real and substantial risk to the public health and welfare.
  - 2. Security system recordings of the interior of borough work areas, or other information, that could reasonably reveal private or confidential information of members of the public or of borough employees will be kept confidential.
  - 3. Nothing in this section may be construed to limit disclosure required for necessary construction, renovation, or remodeling work on a public building or other part of the critical infrastructure of the municipality. Disclosure for such purposes may be conditioned on the user signing a document to ensure confidentiality of such records. Disclosure under this subsection does not constitute public disclosure.

#### **2.54.050. Disclosure to litigants or their agents.**

If the person requesting to inspect borough records or the person's principal is in litigation with the borough in a judicial or administrative forum, disclosure of any borough records relevant to that litigation or reasonably likely to lead to the discovery of relevant evidence is governed by the rules or orders of that forum, and not by this chapter. Under such circumstances the requested records will not be provided to the requestor under the provisions of this chapter.

#### **2.54.060. Response to requests for access to public records.**

All borough officers and employees shall, consistent with the orderly conduct of borough business, make a good faith and diligent effort to provide a reasonable and prompt response to a record request [A RAPID AND INTELLIGIBLE RESPONSE TO REQUESTS FOR INSPECTION OF RECORDS] made pursuant to this chapter. Nothing in this chapter may be construed to require the borough to respond to a record request on the same day the request is received. To effectuate this policy, the following [GUIDELINES ARE ADOPTED] provisions apply:

##### A. Request Referral[—RECORDS OR ACCESS TO BE PROVIDED.]

- 1. The clerk's office will receive and route all record requests, including a request for record inspection appointment, to the department or service area director reasonably likely to be in possession of the requested record.
- 2. The department or service area director, or designee, will promptly notify the clerk's office if it will take more than 10 business days to respond to the request.

3. The department or service area director, or designee, will also provide the clerk's office with actual or estimated employee time to search for, retrieve, or review the record and may request exempt status or privilege review as appropriate.
1. ALL REQUESTS TO INSPECT OR COPY PUBLIC RECORDS SHALL BE REFERRED TO THE DIVISION OR DEPARTMENT HEAD WHO IS RESPONSIBLE FOR THOSE RECORDS.
  2. THE DIVISION OR DEPARTMENT HEAD, OR DELEGATE, SHALL PROMPTLY AND REASONABLY ATTEMPT TO PROVIDE THE RECORDS OR INFORMATION REQUESTED, OR ACCESS THERETO, UNLESS THE INFORMATION REQUESTED IS EXEMPT FROM DISCLOSURE, PRIVILEGED OR CONFIDENTIAL.]
- B. [REQUEST FOR RECORDS EXEMPT FROM DISCLOSURE]Exempt Records.
1. Where there is a question as to whether the information or records requested are exempt from disclosure, privileged or confidential, the request shall be referred to the borough attorney [OR DESIGNEE] for a legal recommendation as to whether the material is subject to disclosure. The [Borough Clerk shall] borough clerk will make the final determination regarding disclosure after considering the advice of the borough attorney [OR DESIGNEE].
  2. If the information requested is determined to be exempt from disclosure, the borough clerk, within 10 business days of receiving the request, will inform the requestor in writing and provide the legal authority for non-disclosure, withholding, or redaction of the record.[THE PERSON REQUESTING THE INFORMATION SHALL BE ADVISED IN WRITING, STATING THE APPLICABLE LAW OR RULE OF EXEMPTION, WITHIN 10 WORKING DAYS OF RECEIVING THE REQUEST; SUCH WRITING SHALL BE SIGNED BY THE BOROUGH CLERK OR DESIGNEE.]
- C. Requests Insufficient to Describe Record Sought. Requests must describe the record sought in sufficient detail for the borough to adequately identify and locate the record. If the request is vague or so broad as to make it difficult to determine or identify the records of information requested, the [EMPLOYEE SHALL] borough clerk must, within 10 business days of receiving the request, inform the requestor in writing [SO ADVISE THE REQUESTING PERSON WITHIN 10 WORKING DAYS OF RECEIVING THE REQUEST].
- D. Records Cannot Be Located. If the records cannot be located in time to make a response within 10 working days of the request, [THE REQUESTING PARTY SHALL BE PROMPTLY SO ADVISED] the borough clerk will inform the requestor in writing; if the requesting party still desires the information or records, and pays costs pursuant to KPB 2.54.070, a reasonable and diligent search shall be made for them.

- E. Original Records. Original records or information [SHALL]may not leave the custody of the borough but may be viewed by a requestor in the presence of a person designated by the borough clerk. Personnel time involved with overseeing such a request will be included in the overall cost pursuant to KPB 2.54.070.
- G. Harassment Requests. A request may be denied if the borough clerk reasonably determines that a record request is for the purpose of harassment of borough employees or borough officials or to unduly interfere with the orderly conduct of borough business. Any denial under this subsection will be automatically reviewed by the mayor pursuant to KPB 2.54.080(A). For the purposes of this subsection, it is a rebuttal presumption, which may be rebutted by the requestor, that a requestor violates this subsection if: (1) the request covers the same topic the requestor has requested within the previously 3 months; (2) more than 10 hours of borough employee time has been spent responding to the requestor over a thirty-day period; or (3) more than 5 requests have been submitted by the same requestor in a calendar month.

#### **2.54.070. Cost and expenses.**

- A. The borough may require the requestor to prepay all costs and expenses associated with responding to a request for records, including reasonable personnel, administrative overhead and copying costs and expenses including but not limited custodial time and time spent to search for, retrieve, and review record. In any case, pursuant to AS 40.25.110, if the production of records for one requestor in a calendar month exceeds five person-hours, the public agency shall require the requestor to pay the personnel costs required during the month to complete the search and copying tasks. The personnel costs may not exceed the actual salary and benefit costs for the personnel time required to perform the search and production tasks. The requestor shall pay the fee before the records are disclosed, and the public agency may require payment in advance of the search.
- B. Nothing in this chapter requires the borough to organize, coordinate, collate, modify, create, interpret, program, translate, transcribe, decode or otherwise convert information and any request for public records in a form which requires the borough or any of its employees to do such acts may be granted only on a time available basis and only upon prepayment of all costs and expenses, including salary and administrative overhead, reasonably required to provide the records in the form requested.
- C. The mayor may waive imposition of costs under subsection (B) when in the best interests of the borough or when the cost is nominal and so long as any such waiver is uniformly applied among persons who are similarly situated.

**2.54.080. Appeals.**

- A. A record request denial may be appealed, through the clerk's office, without fee to the mayor by the person making the request. An appeal must be filed within 30 days after the request is denied in writing. A failure to timely appeal from a denial waives all rights of appeal. The mayor will consider and decide the appeal in writing within 30 days.
- B. A denial made pursuant to KPB 2.54.060(G) will automatically be reviewed by the mayor. The requestor will be provided notice and an opportunity to provide a statement in writing within 14 business days of the initial denial. The mayor then has 30 days to issue a decision in writing.
- C. An appeal from the decision of the mayor may be made to the Superior Court at Kenai, Alaska within 30 days after the mayor's decision is distributed to the requestor.

**SECTION 2.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \* 2024.**

---

Brent Johnson, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Clerk's Office

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### MEMORANDUM

**TO:** Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brent Johnson, Assembly President *BJ*

**FROM:** Michele Turner, Borough Clerk *MT*  
Sean Kelley, Borough Attorney *SK*

**DATE:** March 7, 2024

**RE:** Ordinance 2024-06, Amending KPB Chapter 2.54 Relating to Access to Public Records and Response to Record Requests (Mayor, Johnson)

---

This code amendment updates sections of code relating to public records that have not been amended since enactment of KPB Chapter 2.54 in 1986.

This Ordinance amends code to identify the borough's centralized public records request system, clarify applicable processes and procedures, update exemption language, require requests be in writing and provide the legal name of the requestor. The amendments will also augment provisions related to costs and fees, and establishes a process to appeal record request denials.

This Ordinance adds subsections to KPB 2.54.040, related to exempt records, pertaining to 911 call information, deliberative process, and security or critical infrastructure records. Additionally, this Ordinance establishes a new subsection under KPB 2.54.060 relating to using the record request system for purposes of harassment or for the purposes of interfering with or disrupting the orderly conduct of business operations.

Your consideration is appreciated.

# LAYDOWN

Introduced by: Mayor, Johnson  
Date: 03/19/24  
Hearing: 04/16/24  
Action:  
Vote:

## KENAI PENINSULA BOROUGH ORDINANCE 2024-07

### AN ORDINANCE AMENDING KPB CODE RELATING TO CIVIL TRESPASS AND ISSUING A TRESPASS ORDER

**WHEREAS,** a new section of code regarding civil trespass code is enacted pursuant to the Kenai Peninsula Borough's ("KPB") general powers to protect health, safety, and general welfare of KPB employees and members of the public using KPB services or facilities; and

**WHEREAS,** behavior or a course of conduct that reasonably places others in fear for their safety or security will not be tolerated; and

**WHEREAS,** such conduct is detrimental to workplace morale and employee turnover, and has a negative operational and financial impact; and

**WHEREAS,** behavior or a course of conduct that aims to inexcusably interfere with the orderly conduct of KPB business is similarly problematic and will not be tolerated due to the disruption of services and operational losses such conduct causes;

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

**SECTION 1.** That the KPB Code of Ordinances is hereby amended by adding a new section to be numbered KPB 1.08.165, which shall read as follows:

**KPB 1.08.165. Civil trespass—Trespass order.**

A. A person is prohibited from knowingly entering or remaining in, on, or across any real property, building or other facility or structure owned or controlled by the borough, after having been ordered by the mayor or employee or official having control over the facility not to enter or remain on such property, either by posting on the premises or upon receipt of a written or oral order.

- B. A written trespass order, not to exceed twenty-four months, may be issued by the mayor, or designee, based upon a reasonable belief that one or more of the following has occurred: a violation of this section; a violation of KPB 3.04.225 – Borough and School District employees protected against certain conduct; interference with orderly conduct of KPB services; a threat of violence; an act of violence; or, a reasonable belief that a crime has been committed against a borough employee or official as it relates to their capacity as a borough employee or official, or against a member of the public while within borough facilities.
- C. A trespass order to not enter or remain on borough property may be limited to certain times or certain facilities and issued upon a written finding by the mayor, or designee, that the order is necessary for the efficient conduct of borough business, for the protection or preservation of the public peace, health, safety, and well-being of borough employees and the public, or to avoid personal injury or property damage.
- D. An order of civil trespass under this section may be issued for a period not to exceed twenty-four months and must provide alternative options for the individual who is trespassed to engage with borough services.
- E. For purposes of this section a "threat of violence" means a statement, single act or course of conduct that a person reasonably perceives or understands to be a threat of physical injury or death. For purposes of this section, "interference with orderly conduct of KPB services" occurs when a person, with reckless disregard for the effect of that person's actions, acts or pursues a course of conduct that causes a significant interruption or impairment of the provision and delivery of services by borough personnel.

**SECTION 2.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2024.**

ATTEST:

---

Brent Johnson, Assembly President

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

**Kenai Peninsula Borough**  
**Legal Department**

---

**MEMORANDUM**

**TO:** Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor  
Brent Johnson, Assembly President BJ

**FROM:** Sean Kelley, Borough Attorney SK

**DATE:** March 19, 2024

**RE:** LAYDOWN Ordinance 2024- 07 , Amending KPB Code Relating to Civil Trespass and Issuing a Trespass Order (Mayor, Johnson)

---

This Ordinance will enact a new section of KPB code to provide for civil trespass and issuing a long-term trespass order

The new section, KPB 1.08.165, will provide a tool to address behavior or a course of conduct that doesn't currently exist under KPB code or state law. Such a tool is necessary to address behavior that is illegal, threatening, significantly disruptive of the orderly conduct of KPB business and/or places employees or members of the public in fear for their safety or personal security.

If enacted, a trespass order issued pursuant to section KPB 1.08.165 will contain a durational limitation not to exceed 24 months and may be limited to specific locations and times.

Your consideration is appreciated.

# Kenai Peninsula Borough

## Legal Department

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### MEMORANDUM

**TO:** Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brent Johnson, Assembly President *BJ*

**FROM:** Sean Kelley, Borough Attorney *SK*

**DATE:** March 19, 2024

**RE:** LAYDOWN Ordinance 2024-07, Amending KPB Code Relating to Civil Trespass and Issuing a Trespass Order (Mayor, Johnson)

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If enacted, a trespass order issued pursuant to section KPB 1.08.165 will contain a durational limitation not to exceed 24 months and may be limited to specific locations and times.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	02/27/24
Hearing:	03/19/24
Action:	Tabled
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-19-36**

**AN ORDINANCE APPROPRIATING \$289,178.64 TO THE ROLLINS WAY ROAD  
IMPROVEMENT ASSESSMENT DISTRICT**

- WHEREAS,** KPB Chapter 14.31 provides authority for creating and financing road improvement assessment districts for improvements to roads in public rights-of-way; and
- WHEREAS,** a petition has been received requesting the formation of a special assessment district for paving improvement for Rollins Way in Anchor Point; and
- WHEREAS,** the Assembly is considering a resolution on March 19, 2024 to form the Rollins Way Road Improvement Assessment District (“RIAD”) and proceed with the improvement; and
- WHEREAS,** KPB 14.31.070(D) requires signatures of the owners of record of more than 60 percent of the parcels within the proposed district sign the petition, and 61.11 percent have signed the petition; and
- WHEREAS,** KPB 14.31.070(D) requires signatures of the owners of record of at least 60 percent in value of the property to be benefited, and 68.41 percent have signed the petition; and
- WHEREAS,** on November 14, 2023, the Road Service Area Board adopted Resolution 2023-007 to fund a 50 percent match of \$144,589.32 from the RIAD Match Fund; and
- WHEREAS,** financing is necessary to complete the administrative requirements of the ordinance and regulations; and
- WHEREAS,** pursuant to KPB 5.10.040(A)(13) the KPB may invest in special assessment districts; and
- WHEREAS,** the estimated total cost of the project of \$289,178.64 less the 50 percent Road Service Area match of \$144,589.32 is to be provided as an investment by the General Fund of \$144,589.32 which will be repaid with interest by assessments on the parcels within the district;

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

**SECTION 1.** That the amount of \$144,589.32 is appropriated from the General Fund fund balance account number 100.27910 to be transferred to account number 845.94912.ROLWA.49999 for the Rollins Way Road Improvement Special Assessment.

**SECTION 2.** That the special assessment fund shall repay to the General Fund the full amount invested by the General Fund with interest though payments made on the special assessments levied.

**SECTION 3.** That the amount of \$144,589.32 is appropriated from the Road Service Area Operating Fund fund balance account number 236.27910 to be transferred to the Road Service Area RIAD Match Fund account 238.33950.ROLWA.50845 to be transferred to the Rollins Way Special Assessment Fund account number 845.94912.ROLWA.49999.

**SECTION 4.** 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 5.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2024.**

---

Brent Johnson, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BT*  
Adeena Wilcox, Borough Assessor *aw*

**FROM:** Nolan Scarlett, Property Tax & Collections Manager *NS*  
Marie Payfer, Special Assessment Coordinator *MP*

**DATE:** March 7, 2024

**RE:** **Request to Table** Ordinance 2023-19-36, Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

---

KPB administration recommends and requests that Ordinance 2023-19-36 is tabled until brought back by the administration.

Pursuant to KPB 14.31.080, prepayment is required for this project. Prepayment must be received at least 15 days before the date the Assembly will act on the resolution to form the district. In order to correspond with the appropriation, a resolution to form the district was set to be heard during the Assembly's regular meeting on March 19, 2024. The resolution to form the district was pulled due to the fact that the KPB had not received any prepayments by the March 4<sup>th</sup> due date.

The sponsors of this RIAD are aware of the issue and apparently there was a misunderstanding regarding who is responsible for making sure prepayments are paid. The sponsors have been informed that the KPB does not bill each owner and that the sponsors are responsible for ensuring that prepayments are received by the deadline date. Therefore, this RIAD is on hold until the sponsors confirm they are ready to move forward.

Due to there not being a date certain to postpone this item to, the request is to table Ordinance 2023-19-36.

Your consideration is appreciated.

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

**TO:** Brent Johnson, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Nolan Scarlett, Property Tax & Collections Manager *NS*

**DATE:** February 15, 2024

**RE:** Ordinance 2023-19-36, Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

---

A petition has been received requesting the formation of a special assessment district for the Rollins Way Road Improvement Assessment District (RIAD), located in Anchor Point. The petition is the first step of the process. A resolution is scheduled to be heard at the March 19, 2024 assembly meeting to authorize the formation of the Rollins Way RIAD.

The second step in the process is this ordinance that will appropriate the necessary funds should the assembly approve the project with adoption of the resolution to form the RIAD and proceed with the improvement. The third and final step of the process will be an ordinance of assessment following the completion of the project.

KPB 14.31.070(D) requires the petition to contain signatures of the owners of record of at least 60% of the total number of parcels and owners of record of at least 60% in value of the property to be benefited within the proposed district in order to be considered by the assembly for formation. Owners of record of 61.11% of the parcels and owners of record of 68.41% in value of the property to be benefited within this proposed RIAD have signed the petition.

The total cost of the Rollins Way RIAD is estimated to be \$289,178.64. This ordinance appropriates \$289,178.64 to the assessment fund with 50% or \$144,589.32 provided as an interfund loan from the KPB General Fund and a 50% or \$144,589.32 match from the Road Service Area RIAD Match Fund.

On November 14, 2023, the Road Service Area board adopted Resolution 2023-007 to fund the 50% match. The loan will be repaid through assessments levied on property located within the RIAD which may be paid in ten annual installments. Billings will include an interest charge equal to the published prime rate in effect at the time of the loan plus 2%. The prime rate is currently 8.5%. If it remains unchanged through project completion, residents of the RIAD will be charged an interest rate of 10.5% (8.5% + 2%). This is the same formula used to determine the rate of interest on the interfund loans used to finance other USAD and RIAD projects. Early payments can be made without penalty.

February 15, 2024

Page -2-

Re: Ordinance 2023-19-

---

If for any reason the RIAD is not formed, the loan will not be made and the General Fund will absorb any administrative costs that exceed the \$1,000 filing fee received with the petition.

Your consideration is appreciated.

**FINANCE DEPARTMENT  
ACCOUNT / FUNDS VERIFIED**

Acct. No. 100.27910  
Amount: \$144,589.32

Acct. No. 236.27910  
Amount \$144,589.32

By:  Date: 2/13/2024

2/14/2024

RECEIVED  
FEB 22 2024

OFFICE OF THE BOROUGH CLERK  
KENAI PENINSULA BOROUGH

To whom it may concern,

I am writing to you concerning the RIAD for Rollins Way in Sterling Acres located in Anchor Point Ak.

I am opposed to this project for several reasons. One reason is this proposed project was never discussed with myself or brought to my attention until I received a notice in the mail that a meeting concerning this RIAD was to be held on Nov. 14 2023. I received the notice on Nov. 13 2024 much to late to comprehend the proposal and much to late to arrange a flight there to be at the meeting in person. I did attend the zoom meeting on Nov.14 2023 to voice my opposition. I do not believe this proposal is needed or warranted. As this project seems to be taking road frontage from those of us that own frontage on Rollins Way and we have to pay for that? Losing frontage and taxes go up to support it? I have been to my home there in January, February and March and I have not seen any major issues concerning Rollins Way. I also spend from May until September there as well and yes, the road has pot holes etc. but it is not in any way undriveable at all. There is a HOA in place for Sterling Acres that outlines upkeep of Rollins Way and yet again I personally have never been contacted about any of this and I have owned my property for 6 years now.

I believe this entire RIAD project has been presented wrong and could have been discussed with all affected neighbors with better information from the two sponsors of this RIAD before becoming reality and a huge financial burden to myself and others. More clear and open communication should have been presented from the beginning thoughts of this project and clearly there was not.

I urge the board to table this RIAD stick it on the wall until further information can be made available and shared to ALL the affected property owners concerning other options.

Respectfully

John Krisher



2/14/2024

PO Box 460

Putney Vermont

69675 Rollins Way Anchor Point Ak

[john.krisher@gmail.com](mailto:john.krisher@gmail.com)

802-380-8141

RECEIVED  
FEB 28 2024  
FEB 2 4 44 PM  
OFFICE OF THE BOROUGH CLERK  
PENINSULA BOROUGH  
PENINSULA BOROUGH



2-18-24

Sir,

I just received notice of the Proposed road on Rollins way Rd. Hearing from a number of people that live there, they are opposed to the road and said so at your first meeting. Still you are having a second meeting in Soldatna, at a time you should know we can't be there. I am writing to say, I am Not in favor of this road, nor do I understand why we should pay for a public road.

Karen Floez

Parcel Number 320-43-059

Lot 10.3

Introduced by:	Ecklund
Date:	01/03/23
Action:	Tabled
Vote:	9 Yes, 0 No, 0 Absent
Date:	09/19/23
Action:	Removed from the Table
Vote:	9 Yes, 0 No, 0 Absent
Date:	09/19/23
Action:	Postponed to 10/24/23
Vote:	9 Yes, 0 No, 0 Absent
Date:	10/24/23
Action:	Tabled
Vote:	9 Yes, 0 No, 0 Absent

## KENAI PENINSULA BOROUGH RESOLUTION 2023-005

### A RESOLUTION OF INTENT BY THE KENAI PENINSULA BOROUGH ASSEMBLY ESTABLISHING THAT FINANCING OF ENERGY AND RESILIENCE IMPROVEMENT PROJECTS THROUGH ASSESSMENTS SERVES A VALID PUBLIC PURPOSE AND RELATED MATTERS (PACER PROGRAM)

**WHEREAS,** the Alaska State Legislature enacted the Municipal Property Assessed Clean Energy and Resilience Act ("PACER Act"), Alaska Statutes 29.55, as amended, restated, supplemented or otherwise modified from time-to-time, authorizing local governments to establish an energy and resilience improvement assessment program; and

**WHEREAS,** the PACER Act allows local governments to finance the installation or modification of permanent improvements, fixed to existing privately owned commercial or industrial property, to achieve reduced energy consumption or demand in areas designated by local governments; and

**WHEREAS,** installation or modification by property owners of energy and resilience improvement upgrades to commercial or industrial property in the Kenai Peninsula Borough will serve a public purpose by reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions and creating jobs; and

**WHEREAS,** the Kenai Peninsula Borough, finds that it is convenient and advantageous to establish a program under the PACER Act and designate the geographic area on an areawide basis within the Kenai Peninsula Borough's jurisdiction as an area within which Kenai Peninsula Borough and the record owners of qualified real property may participate under a program established by the PACER Act and enter into financing arrangements in connection therewith;

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

**SECTION 1.** The recitals to this resolution are true and correct and are incorporated into this resolution for all purposes.

**SECTION 2.** For purposes of this resolution, “PACER assessment” shall mean those assessments authorized by the PACER Act.

**SECTION 3.** The Kenai Peninsula Borough hereby determines that establishing a property assessed clean energy and resilience program and financing energy and resilience improvement projects through PACER assessment serves a valid public purpose by reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions, and creating jobs.

**SECTION 4.** The Kenai Peninsula Borough intends to allow privately owned commercial or industrial property owners to make contractual PACER assessment to repay financing for qualified energy and resilience improvement projects under, and pursuant to, the terms of a municipal property assessed clean energy and resilience program subject to, and pursuant to, the PACER Act (“PACER Program”).

**SECTION 5.** Qualified energy and resilience new construction or improvement projects under the PACER Program will include those projects which are fixed to new construction or existing privately owned commercial or industrial property and that (1) are energy improvement projects designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or (2) improve building resilience; resilience improvement projects include projects for seismic improvements, storm water management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, micro grids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a municipality as a resilience improvement project.

PACER assessment may not be imposed to repay financing of facilities for undeveloped lots or lots undergoing development at the time of an assessment.

**SECTION 6.** To the extent permitted by law, the entire geographic area within Kenai Peninsula Borough’s jurisdiction may be available for energy and resilience improvement projects under the PACER Program.

**SECTION 7.** Financing for qualified energy and resilience new construction and improvement projects under the PACER Program will be provided by third-party capital providers under a written contract with property owners. The contracts will provide for capital providers to advance funds to property owners on such terms as are agreed between the capital providers and property owners for installation or modification of energy improvement projects, and service the debt secured by PACER assessment through the Kenai Peninsula Borough. The proposed arrangements for financing energy improvement projects may authorize property owners to (1) purchase directly the related equipment and materials for energy improvement and resilience projects; and (2) contract directly, including through lease, a power purchase agreement, or other service contract, for energy and resilience improvement projects.

The Kenai Peninsula Borough does not intend to finance or fund any loan under the PACER Program, rather, the Kenai Peninsula Borough intends to serve only as a Program sponsor to facilitate loan repayment by including PACER assessment on real property tax bills for the improved property, and shall incur no liability for the loan.

Benefited property owners will execute written contracts with the Kenai Peninsula Borough to impose a PACER Program assessment to repay financing of an energy improvement project located on such property. The contract between a property owner and the Kenai Peninsula Borough will authorize Kenai Peninsula Borough to service the debt by PACER assessment for the benefit of the capital provider and enforce the PACER assessment lien as provided in AS 29.45.320 - 29.45.470 for enforcement of property tax liens. In the case of third-party capital financing of energy improvement project(s), an agreement will be entered into by the Kenai Peninsula Borough and the third-party capital provider.

A person or entity that acquires property subject to an assessment under the PACER Program will assume the obligation to pay such PACER assessment.

**SECTION 8.** Subject to law, the Kenai Peninsula Borough shall collect, and enforce PACER assessments in the same manner as other property tax liens.

**SECTION 9.** The report on the proposed PACER Program, as required by AS 29.55.110, will be available for public inspection on the Internet website of [www.kpb.us](http://www.kpb.us) and in the Borough's Finance Department at 144 N. Binkley Street, Soldotna, AK 99669.

**SECTION 10.** The local official administering the PACER Program is the Borough Assessor, or designee, and the appropriate assigned assessor, who will collect the proposed PACE assessment with property taxes imposed on the assessed property.

**SECTION 11.** The Kenai Peninsula Borough will hold a public hearing on the proposed PACER Program and report.

**SECTION 12.** That this resolution takes effect immediately upon adoption.

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

---

Brent Johnson, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

01/03/23 Vote on motion to table:

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

No: None

Absent: None

09/19/23 Vote on motion to remove from table:

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

No: None

Absent: None

09/19/23 Vote to postpone to 10/24/23:

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

No: None

Absent: None

10/24/23 Vote on motion to table:

Yes: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson

No: None

Absent: None

# Kenai Peninsula Borough Assembly

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## MEMORANDUM

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

**FROM:** Cindy Ecklund, Assembly Member (NM) for CE

**DATE:** December 21, 2022

**SUBJECT:** Resolution 2023-005, Resolution of Intent by The Kenai Peninsula Borough Assembly Establishing that Financing of Energy and Resilience Improvement Projects through Assessments Serves a Valid Public Purpose and Related Matters (PACER Program) (Ecklund)

---

The Alaska State Legislature enacted the Municipal Property Assessed Clean Energy and Resilience Act, Alaska Statutes 29.55, as amended, restated, supplemented or otherwise modified from time to time ("PACER Act"), authorizing local governments to establish an energy and resilience improvement assessment program.

The PACER Act allows local governments to finance the installation or modification of permanent improvements, fixed to new construction or existing privately owned commercial or industrial property, to achieve reduced energy consumption or demand in areas designated by local governments.

Installation or modification by property owners of energy and resilience improvement upgrades to commercial or industrial property in the Kenai Peninsula Borough will serve a public purpose by reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions and creating jobs.

The Resolution of Intent includes a finding by Kenai Peninsula Borough Assembly that it is convenient and advantageous to establish a program under the PACER Act and designate the geographic area on an areawide basis within the Kenai Peninsula Borough's jurisdiction as an area within which Kenai Peninsula Borough and the record owners of qualified real property may participate under a program established by the PACER Act and enter into financing arrangements in connection therewith.

Your consideration is appreciated.

**MEMORANDUM**

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

**FROM:** Cindy Ecklund, Assembly member

**DATE:** September 19, 2023

**SUBJECT:** LAYDOWN Ecklund Amendment to Resolution 2022-005, a Resolution of Intent by the Kenai Peninsula Borough Assembly Establishing that Financing of Energy and Resilience Improvement Projects through Assessments Serves a Valid Public Purpose and Related Matters (Ecklund)

---

These amendments account for updates in the law and date updates since this resolution was introduced.

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

➤ Amend the second WHEREAS clause to read as follows:

**WHEREAS**, the PACER Act allows local governments to finance the installation or modification of permanent improvements, fixed to privately [~~existing~~] owned commercial or industrial property, **designed** to achieve reduced energy consumption or demand or **to increase resilience** in areas designated by local governments; and

➤ Amend Section 5 to read as follows:

**SECTION 5.** Qualified energy and resilience new construction or improvement projects under the PACER Program will include those projects which are fixed to new construction or existing privately owned commercial or industrial property and that (1) are energy improvement projects designed to reduce energy consumption or demand, energy costs, or missions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or (2) improve building resilience; resilience improvement projects include projects for seismic improvements, storm water management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, micro grids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a municipality as a resilience improvement project.

~~[PACER assessment may not be imposed to repay financing of facilities for undeveloped lots or lots undergoing development at the time of an assessment.]~~

➤ Amend Section 7 to read as follows:

**SECTION 7.** Financing for qualified energy and resilience new construction and improvement projects under the PACER Program will be provided by third-party capital providers under a written contract with property owners. The contracts will provide for capital providers to advance funds to property owners on such terms as are agreed between the capital providers and property owners for installation or modification of energy improvement projects, and service the debt secured by PACER assessment through the Kenai Peninsula Borough. The proposed arrangements for financing energy improvement projects may authorize property owners to (1) purchase directly the related equipment and materials for energy improvement and resilience projects; and (2) contract directly, including through lease, a power purchase agreement, or other service contract, for energy and resilience improvement projects.

The Kenai Peninsula Borough does not intend to finance or fund any loan under the PACER Program, rather, the Kenai Peninsula Borough intends to serve only as a Program sponsor to facilitate loan repayment by including PACER assessment on real property tax bills for the improved property, and shall incur no liability for the loan.

Benefited property owners will execute written contracts with the Kenai Peninsula Borough to impose a PACER ~~[Program]~~ assessment to repay financing of an energy and **resilience** improvement project located on such property. The contract between a property owner and the Kenai Peninsula Borough will authorize Kenai Peninsula Borough to service the debt by PACER assessment for the benefit of the capital provider and enforce the PACER assessment lien as provided in AS 29.45.320 - 29.45.470 for enforcement of property tax liens. In the case of third-party capital financing of energy improvement project(s), an agreement will be entered into by the Kenai Peninsula Borough and the third-party capital provider.

A person or entity that acquires property subject to an assessment under the PACER Program will assume the obligation to pay such PACER assessment.

Your consideration is appreciated.



## **PROGRAM HANDBOOK**

Updated: July 2023



## Definitions

**AK C-PACER Program Handbook** – the program handbook is adopted by local governments to explain to Property Owners the basic rules of the program and how to apply.

**AK C-PACER Program Guide for Local Governments** – this guide provides instruction to local governments looking to establish and administer a C-PACER program using the AK C-PACER program documents and administrative platform.

**Alaska Building Energy Efficiency Standard** – The Alaska Housing Finance Corporation’s Building Energy Efficiency Standard (BEES) was established by the State of Alaska to promote the construction of energy efficient buildings. More information can be found on [the AHFC website](#).

**Alaska C-PACER (“AK C-PACER”)** – an administrative platform, including all requisite template documents to establish and operate a C-PACE program, that any eligible local government choosing to establish a C-PACER program in Alaska can adopt.

**C-PACER** – commercial property assessed clean energy and resilience program.

**C-PACER Act** – HB 80 was signed into law August 2017 and amended by HB 227 in June 2022, codified at [AS 29.55.100 - .165](#). It allows local governments to establish and administer C-PACER programs.

**C-PACER Assessment** – an assessment imposed by a local government at the request of a Property Owner who obtains financing for an Eligible Improvement pursuant to the C-PACER Act.

**C-PACER Lien** – the C-PACER Assessment is a lien on the property as provided in the C-PACER Act which shall run with the improved property and is prior and paramount to all liens except municipal tax liens and special assessments

**C-PACER Project** – the construction, installation, or modification of Eligible Improvements financed pursuant to the C-PACER Act.

**Capital Provider** – a third-party provider of C-PACER financing.

**Capital Provider Contract** – the contract executed by the local government and the C-PACER capital provider that describes the servicing of the C-PACER assessment.

**Eligible Improvement** – an Energy and/or Resilience Improvement Project as described in the C-PACER Act.

**Eligible Property** – a property that may be considered for financing pursuant to the C-PACER Act and the applicable local government’s C-PACER Ordinance and Resolution.

**Energy Improvement Project** – a C-PACER Project designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature.

**Independent Project Auditor** – an independent third-party not otherwise engaged in the C-PACER Project who holds one of the professional certifications described in the “Technical Requirements.”

**Notice of Contractual Assessment Lien** – the document recorded in the land records of the jurisdiction where a C-PACER project is located that provides notice of the imposition of the C-PACER Assessment on the property receiving the Eligible Improvement.

**Ordinance to Approve a C-PACER Program** – the non-codified ordinance approving a Program Report setting forth the terms and conditions of a C-PACER Program.

**Ordinance to Establish a C-PACER Program** – codified ordinance incorporating the previously enacted Resolution and Intent and Ordinance to Approve a C-PACER Program, establishing the C-PACER program in a particular jurisdiction.

**Owner Contract** – executed by the local government and the owner of an Eligible Property that specifies the terms of the C-PACER Assessment and financing.

**Program Report** – publicly available report describing the terms of a C-PACER program, as specified in the C-PACER Act.

**Renewable Energy** has the meaning given in [AS 42.45.350\(5\)](#).

**Resilience Improvement Project** – a C-PACER Project to improve building resilience including but not limited to projects for seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, or any other improvement project approved by a local government as a resilience improvement project.

**Resolution of Intent** – a legislative action taken pursuant to the C-PACER Act that establishes that the financing of Eligible Improvements through assessments serves a valid public purpose.

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## I. Introduction

### About C-PACER

The Alaska PACER statute (“PACER Act”) allows owners of eligible commercial property (“Property Owners”) to obtain long-term financing from qualified private capital providers (“Capital Providers”) for:

- a) energy projects (“EP”) designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or
- b) resilience projects (“RP”) that improve building resilience, including seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a local government as a resilience improvement project.

To obtain the funds for an EP or a RP, a Property Owner enters into a contract with the Local Government where the property is located to impose an assessment on the eligible property that receives the improvement to repay the financing.

Over 30 states and hundreds of local governments have adopted legislation like C-PACER. According to PACENation, through 2022, cumulative nationwide C-PACER financing exceeded \$4 billion in private investment across 2,900 projects, creating over 52,000 job-years.

This Program Handbook (Handbook) was developed as a guide for the AK C-PACER program platform. This Handbook contains information about:

- Eligibility requirements for properties and projects in Alaska.
- The process for applying for C-PACER project approval.

Local Governments administer a Commercial Property Assessed Clean Energy and Resilience financing program under Alaska Statutes 29.55.100 et seq. as amended by HB227 in 2022. The amendments renamed the program the “Municipal Property Assessed Clean Energy and Resilience Act.” Accordingly, this Handbook abbreviates the name as “C-PACER.”

References to sections of the Alaska Statutes (AS) are indicated by “AS [Title].[Chapter].[Section].”

## II. Benefits of C-PACER Financing

C-PACER financing offers benefits to property owners, developers, capital providers, government entities, mortgage lien holders, and building professionals.

### Benefits of C-PACER for Property Owners and Developers

C-PACER is an alternative source of financing to make cost- and energy-saving improvements to commercial buildings of all types, including retail, industrial, agricultural, and multifamily properties.

- **Smaller down payments.** One of the biggest barriers to installing clean energy and resilience upgrades is the sizeable down payment. C-PACER financing reduces the amount of the down payment. For retrofit projects, C-PACER financing typically covers 100% of the cost of the improvement. In new construction projects, C-PACER financing may cover qualified costs (described in the Handbook) up to 25% of the market value of the property.
- **Longer repayment periods.** C-PACER payments are made over the average useful life of the improvements, up to 30 years.
- **Lower interest rates.** The interest rate on C-PACER financing can be substantially lower than rate for subordinate debt or preferred equity. Note that interest rates are at the discretion of the capital provider based on their underwriting process.
- **Cash flow benefits.** Smaller down payments, longer repayment periods, and lower interest rates all contribute to improved project cash flow.
- **Increased property value.** Installing eligible improvements can increase property value by reducing operating costs.
- **Transferable upon sale.** If a Property Owner sells the property before the C-PACER financing is repaid, the C-PACER lien and assessment transfer to the new Owner.
- **Commercial leases may allow the installment payments to be passed through to tenants.** Depending on the terms of a commercial net lease, C-PACER payments may be passed through to the tenant that benefits from the energy cost savings.

### Benefits of C-PACER for Local Governments

C-PACER financing creates jobs by stimulating private investment. C-PACER financing comes entirely from the private sector, requiring no taxpayer funds. The financial risk is borne entirely by a private Capital Provider, and neither state nor local government is liable in the case of a payment default. By making it more affordable to improve commercial properties, the value of local building stock can increase. Energy and resilience upgrades create a more competitive environment for attracting new businesses by lowering energy costs and improving the structural soundness of buildings. Upgraded buildings may also generate higher property tax payments for the local government through higher property values. Finally, C-PACER programs can help local governments meet federal- or state-mandated energy standards as well as achieve local energy efficiency and resilience goals.

### Benefits of C-PACER for Capital Providers

Capital providers see in C-PACER a highly reliable, long-term investment. Requisite capital for C-PACER projects routinely run into the hundreds of thousands to millions of dollars. Through the seniority of the

property assessment, capital providers are secured by the value of the real estate and are repaid through a known repayment stream.

### **Benefits of C-PACER for Existing Mortgage Holders**

C-PACER financing requires the consent of all existing mortgage lien holders prior to closing. C-PACER projects boost net operating income by funding improvements that reduce a building's operating costs while charging a low annual repayment that is frequently less than the resulting energy savings. Increased cash flow improves debt service coverage and raises asset values. C-PACER financing offers lower interest rates than preferred equity or mezzanine debt, helping projects to fill gaps in the capital stack and achieve a lower overall blended cost of capital. Finally, in the unlikely event of default, C-PACER assessments are non-accelerating. Only delinquent installment payments are enforced through the C-PACER lien; the remaining future installments are paid by the Property Owner as they come due.

### **Benefits of C-PACER for Contractors, Architects, Building Engineers**

C-PACER financing enables Property Owners to afford more substantial energy and/or resilience improvement projects. C-PACER finances most hard and soft costs associated with the eligible improvements. For contractors, C-PACER financing is a way to pitch clients on deeper energy and resilience projects that might otherwise be value-engineered out of a building project.

## **III. C-PACER Financing Program Rules**

The Handbook establishes guidelines, eligibility, approval criteria, and an application checklist for the Local Government's C-PACER program ("Program"). The C-PACER Program enables financing for owners of commercial property ("Property Owners") for energy improvement projects and resilience improvement projects (each, an "Eligible Improvement") as described in the C-PACER Act and in this Handbook.

### **1. Establishment of a C-PACER Program**

Through an Ordinance, Local Governments establish a C-PACER Program for commercial properties within the Local Government's boundaries. Check <https://akcpacer.org/available-c-pacer-programs/> for availability in your area.

### **2. Role of the Program Administrator**

The Program Administrator will review the application (see Application Checklist in Exhibit A) for completeness, consistency, and possible errors. Several requirements require input and certification from qualified experts. The Program Administrator will confirm that the expert is appropriately credentialed and that their work satisfies the application requirements. The Program Administrator is not expected to independently re-calculate or re-do the work of the expert.

As part of Program operation, the Program Administrator will:

- Accept and review the Project Application to determine conformance with the Application Checklist (Exhibit A).
- Approve, conditionally approve, or disapprove the Project Application and communicate that decision to the applicant.

- If approved, execute (a) the Owner Contract, (b) the Capital Provider Contract, and (c) Notice of Contractual Assessment (“Notice of Contractual Assessment”) (Exhibit G).
- Record the Notice of Contractual Assessment.

### 3. Eligibility Requirements

All qualifying costs in a project application and approved by the Program Administrator constitute an “Eligible Project” (a “C-PACER Project” or “Project”). Property Owners may receive funding for their Eligible Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider (a “Financing Agreement”).

**Property Owners** must be the legal record holder of the property receiving the eligible improvement and must be current on mortgage and property taxes, and not insolvent or in bankruptcy proceedings. See AS 29.55.110. A Property Owner may be any type of business, corporation, individual, or non-profit organization. If the applicant will become the Owner of the Property when the C-PACER financing closes, the application must include evidence showing the anticipated transfer will occur, for example, a title insurance policy documenting the conditions of sale and conveyance of the Property.

A leasehold interest on qualifying commercial Property is eligible for C-PACER financing with the consent of the fee owner of the commercial Property. All owners of the fee simple title to the subject Property must sign the final application.

**Eligible Properties** are privately-owned commercial or industrial properties, including agricultural property, or a multi-family real property (as defined by the local government), within the boundaries established by the local government that enacted the C-PACER ordinance.

**Eligible Projects** include:

- The new construction, or installation or modification of an Eligible Improvement permanently affixed to an Eligible Property, including projects for the adaptive reuse or gut rehabilitation of an eligible Property.
- The refinancing of projects on existing properties that have had Eligible Improvements installed and completed for no more than two (2) years prior to the expected closing date of the C-PACER refinancing.

**Eligible Improvements:** C-PACER financing is available for the following uses.

- a) Energy Projects (“EP”) designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or
- b) Resilience Projects (“RP”) that improve building resilience, including seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems

of the building, and any other improvement project approved by a local government as a resilience improvement project.

- c) Appliances that provide significant energy or other utility savings and are functionally attached to the Property for the full length of the assessment may be eligible.

Certain items that are not permanently affixed to a property and are ineligible include:

- Shading devices, furniture, fire extinguishers.
- Cosmetic improvements such as painting, new carpeting.
- Non-commercial / industrial appliances such as microwaves, non-affixed lighting, and other items not affixed to the Property.

#### **4. Technical Requirements**

The C-PACER Act requires the Property Owner on which a C-PACER assessment is imposed to obtain for each proposed energy improvement project or building resilience improvement project,

- (A) a review of the energy, emissions, or resilience baseline conditions, as applicable; and
- (B) the projected reduction in energy costs, energy consumption or demand, or emissions affecting local air quality, or increase in resilience, as applicable.

This requirement is met by a Certificate of Eligible Improvements from a qualified project auditor. Exhibit E lists the minimum acceptable qualifications of a project auditor, and the auditor must supply evidence of those qualifications.

The project auditor will determine if the Application meets the requirements of the C-PACER statute and this Program Handbook, and the auditor must supply work papers explaining the basis for their certifications that are sufficient to satisfy the Program Administrator that program requirements are met.

Exhibit E includes a description of the baseline conditions and necessary documentation for an energy improvement project and a building resilience improvement project for:

- Retrofit of an existing building;
- New construction of a building; and
- Refinancing of a retrofit or new construction.

Property owners, developers, and project auditors should read the baseline and documentation requirements carefully because they are essential to approval of a C-PACER project.

#### **5. Financing Requirements**

The term of C-PACER financing is capped at the lesser of 30 years or the weighted average useful life of the eligible improvements.

The C-PACER financing amount may not exceed 25% of the “market value” of the Property at the time of program application. Market Value means the assessed value of the current tax year or the current or prospective appraised market value as determined by an Alaska certified appraiser.

Existing mortgage lien holders must be given 30 days’ notice prior to the closing of the C-PACER financing, and all mortgage lien holders must consent in writing to the assessment for the project to close. See AS 29.55.115. Exhibit C provides an acceptable template for the notice and consent. A mortgage lien holder has complete discretion to approve or disapprove of C-PACER financing. A Property Owner should consult with their Capital Provider before approaching an existing mortgage lien holder, as many traditional lenders are not familiar with C-PACER financing and may misunderstand how it functions.

**Qualifying Costs** that can be paid for with C-PACER financing include:

- Materials and labor necessary for the eligible improvement project,
- Permit fees;
- Inspection fees;
- Financing and origination fees;
- Capitalized interest;
- Interest reserves;
- Program application and closing fees;
- Project development, architectural, and engineering fees;
- Escrow for prepaid property tax or insurance;
- Capitalized manufacturer’s warranty or maintenance agreement costs; and
- Any other fees or costs incurred by the Property Owner incident to the installation, modification, or improvement.<sup>1</sup>

## IV. Application Process

Property Owners should have a project in mind when they explore C-PACER financing. Property Owners may contact the Local Government or Program Administrator at any time with questions. Property Owners may also find it helpful to speak with a Capital Provider early in the design process for an estimate of the amount of financing available. Property Owners are free to work with any Capital Provider that will provide financing in accordance with the Program’s requirements.

After conferring with one or more Capital Providers, the Property Owner should define the Eligible Improvements. A Property Owner may engage an energy or resilience expert as a Project Auditor to advise during the design process. Each applicant will work with its own project development team to determine the final Project scope and qualifying costs.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect various due diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties will discuss financing terms.

A description of the C-PACER application process is as follows:

---

<sup>1</sup> Examples of qualifying costs are structural improvements necessary to allow the installation of a solar PV array and electrical upgrades necessary to install an efficient HVAC system or efficient lighting.

- (1) The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and the supporting documents (see Exhibit A). Applicants should review the Project Application Checklist to assure that the documentation needed by the Program Administrator to verify compliance with the C-PACER Act and C-PACER Ordinance is available.
- (2) The Program Administrator will have 10 business days to review and approve the Project Application. If the Office has received an unusually high number of applications or review is delayed because of a *force majeure* event, the Office will notify the Property Owner that the application review will be delayed by no more than 10 additional business days.
- (3) The purpose of the Local Government's application review process is to confirm that the Project Application is complete, that no errors or internal inconsistencies are evident on the face of the Application, and that all attachments conform to the C-PACER Act, the Local Government Ordinance and the Handbook. ***Local Government approval does not constitute endorsement of any representations that may be made regarding the operation and any savings associated with the Eligible Improvements.*** The Local Government may request additional supporting documentation from the applicant. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items were not provided or are insufficient or inaccurate. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant.
- (4) The Project Application may be *conditionally* approved if the application is complete, but the mortgage lienholder consent is not yet available. Conditional approval will be treated the same as an approval with exceptions noted below.
- (5) Upon receipt of application approval, the Capital Provider will draft the Owner Contract, the Capital Provider Contract, and the Notice of Contractual Assessment Lien (Exhibit G). See AS 29.55.110(a) (2)-(3). At or before closing, at the request of the applicant, the designated and authorized official will sign these documents.
- (6) If the Project Application receives conditional approval, the Closing Documents executed by the Local Government will not be released from escrow unless and until all the written consents from mortgage lienholders have been received and executed in accordance with the C-PACER Act and C-PACER Ordinance.
- (7) At closing, the Local Government will record the Owner Contract, the Capital Provider Contract, and the Notice of Contractual Assessment Lien in the Office of the Register of Deeds for the Local Government. See AS 29.55.130. At the election of the applicant, the Local Government may delegate the recording of the Closing Documents to the applicant or its designee(s).
- (8) Following closing of the C-PACER financing and receipt of the proof of recording of the Notice of Contractual Assessment Lien, the Property Owner and its agents may initiate construction of the C-PACER project or otherwise fund the C-PACER financing in accordance with the agreements with the Capital Provider.

## Change Orders

All change orders that result in a substantial alteration of C-PACER funded improvements are required to be pre-approved by the local government or its Program Administrator to confirm that the changes are consistent with the Program. The Property Owner shall provide the following documentation:

- Narrative description of the change in project scope and the reason for such a change;
- Revised C-PACER project budget;
- A letter from a project auditor certifying that the revised improvements are eligible for C-PACER financing; and
- Written approval of the change order by the Capital Provider.

## **1. Application Documents**

The Project Application must be submitted with the following documents (see accompanying file for Exhibits):

1. Project Application Checklist (Exhibit A)
2. Title Search.
3. Proof of Insurance, as required by See AS 29.55.110(15).
4. Certificate of Property's Financial Eligibility (Exhibit B).
5. Mortgage Lienholder(s) Consent (Exhibit C-1 and C-2).
6. Disclosure of Risks (Exhibit D).
7. Certificate of Eligible Improvements (Exhibit E).

## **2. Closing Documents**

The following documents require the signature of the Local Government and shall be part of the closing of any C-PACER transaction. Each document must be similar in substance to the templates appended to this Handbook, although it is expected that Property Owners and Capital Providers will negotiate variations tailored to their specific projects.

- Owner Contract (Exhibit G)
- Capital Provider Contract (Exhibit G)
- Notice of Contractual Assessment Lien (Exhibit G)

## **3. Billing and Collection of Assessments**

C-PACER Assessment payments are billed and collected by the local government in the same manner as property taxes. The local government, or its agent, will remit the payment to the Capital Provider (Exhibit G). See AS 29.55.110(a)(3).

## **4. Delinquency and Enforcement**

Assessment liens will be enforced as provided in AS 29.45.320 - 29.45.470 for enforcement of property tax liens. Assessment liens run with the land, and that portion of the assessment under the assessment contract that has not yet become due is not eliminated by foreclosure of a property tax lien or a C-PACER lien. The Local Government will enforce the C-PACER Lien through the same mechanism that it uses to enforce the liens for ad valorem property taxes.

## **5. Program Fees**

A local government may impose fees to offset the costs of administering a program. See AS 29.55.100(d). The Property Owner must pay this fee to the Local Government at the closing of the transaction between the Property Owner and the Capital Provider, and such payment is a condition precedent to recording. Visit each program's website for details.

**Note:** The administrative fees determined by Local Government and/or its Program Administrator cover the regular costs of the administration of the Program. These costs and expenses do not include any specialized or extraordinary professional services that may be necessary should the circumstances of a particular C-PACER project require them. The Property Owner for such C-PACER project shall be responsible for covering such expenses at cost.

## **6. Templates of Closing Documents**

The Program has adopted template Closing Documents in Exhibit G, the Owner Contract, the Capital Provider Contract, and Notice of Contractual Assessment Lien. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

## **7. Local Government Has No Liability or Financial Responsibility**

Neither the Local Government, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted under this Program. The Local Government shall not pledge, offer, or encumber its full faith and credit for any lien amount under the C-PACER program. No public funds may be used to repay any C-PACER financing obligation.

## **8. Post-Completion Items**

For each completed C-PACER improvement project, the Property Owner must submit verification from an auditor that the Project was properly completed and is operating as intended (Exhibit F). See AS 29.55.120(2).

Upon written confirmation from the capital provider that the C-PACER Assessment has been repaid in full, the local government will release the Assessment from the Property.

## **9. Quality Assurance and Anti-Fraud Measures**

The Local Government and its Program Administrator may audit a C-PACER application or closing documentation at any time. To the extent authorized by state and local law, the Local Government and its Program Administrator may request supplementary information from the Property Owner concerning eligibility for the C-PACER program, use of proceeds of C-PACER financing, and the performance of the C-PACER project for the purpose of quality assurance and anti-fraud.

**Ward, Tamera**

---

**Subject:** FW: <EXTERNAL-SENDER>C-PACER Resolution 2023-005

---

**From:** Phil Kaluza <[pkaluza@gmail.com](mailto:pkaluza@gmail.com)>

**Sent:** Wednesday, October 18, 2023 4:23 PM

**To:** Turner, Michele <[MicheleTurner@kpb.us](mailto:MicheleTurner@kpb.us)>

**Subject:** <EXTERNAL-SENDER>C-PACER Resolution 2023-005

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To: KBS Assembly

I strongly urge you to adopt the proposed C-PACER resolution 2023-005.

In light of the diminishing availability of natural gas for space heating and the high cost of heating oil for everyone on the Kenai Peninsula, the C-PACER program will benefit everyone on the Peninsula at no cost to the taxpayer.

Phil Kaluza  
Seward Resident

Dear Members of the Kenai Peninsula Borough Assembly,

I am writing to express my strong support for Resolution 2023-005, which establishes the Property Assessed Clean Energy and Resilience Program (PACER Program) in the Kenai Peninsula Borough. This ordinance, rooted in the Alaska State Legislature's PACER Act, presents a valuable opportunity to address important energy and resilience needs within our community.

The PACER Program's focus on reducing energy costs, stimulating economic growth, improving property valuation, reducing greenhouse gas emissions, and creating jobs aligns perfectly with the priorities of our borough. It is encouraging to see our local government taking proactive steps to facilitate this program, allowing property owners to make contractual PACER assessments to finance energy and resilience improvement projects.

By making these critical improvements more accessible, this ordinance will undoubtedly have a positive impact on our community's sustainability and resilience. I firmly believe that the PACER Program serves a valid public purpose, and I am excited to see it move forward.

I encourage all members of the Kenai Peninsula Borough Assembly to support Resolution 2023-005, as it is a significant step towards a more energy-efficient and resilient future for our borough.

Thank you for your dedication to this important initiative.

Sincerely,

Casie Warner

Seward AK



**Samantha Allen**  
Executive Director

**Board of Directors**

**Melissa Schutter**  
President

**Robbie Huett**  
Vice-President

**Geri Nipp**  
Treasurer

**Jena Petersen**  
Secretary

**Stephanie Millane**

**Hillary Bean**

**Greg Haas**

**Kirsten McNeil**

**Lyrissa Hammer**

**Matt Cope**

**Cliff Krug**

October 19, 2023

To whom it may concern,

The Seward Chamber of Commerce is at the forefront of local business in our community. We recognize the availability of funding opportunities and the expense of year-round building operation as barriers to a thriving year-round economy in Seward. In the hopes of creating more opportunities for entrepreneurs to operate their business sustainably and economically, we are supporters of the C-PACER Legislation making its way to the Kenai Peninsula.

Energy efficiency is a hot topic in Seward and world-wide. The C-PACER Legislation will allow for new and existing services to have access to the grant funding they need to operate year-round. The C-PACER Legislation will have a trickle-down effect, promoting more critical services to operate on a year round schedule. This shift in our seasonally-dependent economy is crucial for the year-round citizens and business operators in Seward.

The Seward Chamber of Commerce supports the efforts of our Borough to make C-PACER Legislation attainable for all businesses on the Kenai Peninsula.

Please give this proposal your full consideration. If you have any questions please contact the Seward Chamber of Commerce at (907) 224-8951.

Best,

Samantha Allen  
Executive Director

## Ward, Tamera

---

**Subject:** FW: <EXTERNAL-SENDER>CPACER: Please Pass to Assembly Members

---

**From:** KellyAnn Cavaretta <[kellyann.cavaretta@aksbdc.org](mailto:kellyann.cavaretta@aksbdc.org)>

**Sent:** Wednesday, October 25, 2023 2:44 PM

**To:** G\_Notify\_AssemblyClerk <[G\\_Notify\\_AssemblyClerk@kpb.us](mailto:G_Notify_AssemblyClerk@kpb.us)>; Cox, Tyson <[tysoncox@kpb.us](mailto:tysoncox@kpb.us)>; Mayor Peter Micciche <[pmicciche@kpb.us](mailto:pmicciche@kpb.us)>

**Cc:** Ecklund, Cindy <[CEcklund@kpb.us](mailto:CEcklund@kpb.us)>

**Subject:** <EXTERNAL-SENDER>CPACER: Please Pass to Assembly Members

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Hello Mr. Micciche, Mr. Cox and assembly members

My name is KellyAnn Cavaretta. I am writing to you wearing many hats in support of passing the Property Assessed Clean Energy and Resilience - (CPACER) Program. I am really sorry I couldn't be there last night, but I am happy to see this vote has been postponed. I am commercial building owner outside Seward City limits, newly constructed Salted Roots Cabins, a commercial building owner inside city limits in Seward's downtown central business district, housing the both the Flamingo Lounge restaurant, 7 residential units, and 2 additional commercial units, and a transitioning property owner of a 4 plex and 3 additional cabins at Angels Rest on Resurrection Bay.

More importantly that this, I am a small business advisor on the eastern Kenai Peninsula for Alaska Small Business Development Center, and as a board member of Sustainable Seward, and I have been following the roll-out of CPACER program in Anchorage and eagerly awaiting this moment to, yet again, share my support for this program within our own borough. With the Anchorage borough's rollout as a model to learn from and grow with, I believe now is the time for us to think about the future of sustainable business in our communities. With an aging, historic downtown business district in Seward, I believe alternative and less conventional access to commercial capital can help sustain, boost, and thrive our economic environment. Available in the majority of lower 48 states, PACER programs streamline the partnership between commercial property owners, lending institutions and municipalities to finance energy efficiency upgrades.

**Although I cannot answer questions in regards to the toll on the municipality administration, I wanted to share this informative webinar that answers a lot of your questions regarding debt service of these loans.**

<https://www.youtube.com/watch?v=y9Yqm0OyrZ4>

A panel of building owners, banks, energy consultants and specialty lenders who have used or been involved with C-PACER funding talk about the *advantages* they've seen with this innovative type of financing for their commercial clean energy and new construction projects. Speakers: Jessica Lorentz, Sr. Energy Engineer & Principal, Bolder Energy Engineers Phil Reid, VP Commercial Loan Officer, Northrim Bank Sean Ribble, Senior Director Originations, Nuveen Stuart Ogilvie, Ogilvie Properties Inc

As a small business advisor and business owner of an aging commercial building myself, I know, first hand, that a lot of businesses are struggling to manage upkeep and improvements on older commercial buildings. This program would provide an avenue to improve infrastructure and provide an alternate loan process for businesses replacing windows,

adding heat pumps, solar panels, structural beams, LED lighting, and so forth. Oftentimes, it is the roadblock to capital that impedes business owners from making the necessary and expensive modifications on their real estate assets. This causes a generational dilemma, with young businesses inheriting older buildings at an inflated price, with no excess capital to bring its condition to the safety and production standards expected in 2023. CPACER loans are debt service based, rather than equity issues, so having them available makes it easier for motivated commercial building owners to access capital.

Between weatherization, air quality, and seismic issues, this would improve the safety, efficiency, real estate value, and curb appeal of our commercial districts. Additionally, as a borough, many of our businesses struggle around seasonality's cash flow issues. More efficient energy means lower energy bills, which equates to a business's ability to stay open longer and provide services to our community year round. If widely used in the Kenai Peninsula, PACER will ultimately reduce energy costs and carbon emissions across the borough, which is also in my favor as a Sustainable Seward board member.

Thank you for your time and consideration.

Best,

**KellyAnn Cavaretta**

Seward Small Business Advisor

Alaska SBDC Kenai Peninsula Center

W: [aksbdc.org](http://aksbdc.org) P: 907-224-5353 E: [kellyann.cavaretta@aksbdc.org](mailto:kellyann.cavaretta@aksbdc.org)

*In today's increasingly connected world, the protection of your business's digital assets is of paramount importance. October marks Cybersecurity Awareness Month, and Alaska SBDC can assist you in fortifying your business against increasingly sophisticated cyber threats. [Learn more to get started.](#)*

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## Warner, Avery

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**From:** Cindy Ecklund  
**Sent:** Tuesday, January 3, 2023 1:08 PM  
**To:** Turner, Michele  
**Subject:** Fwd: <EXTERNAL-SENDER>CPACE legislation

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**From:** Willy Dunne <[wdunne907@gmail.com](mailto:wdunne907@gmail.com)>  
**Date:** Wed, Dec 28, 2022 at 8:31 AM  
**Subject:** <EXTERNAL-SENDER>CPACE legislation  
**To:** Tupper, Mike <[mtupper@kpb.us](mailto:mtupper@kpb.us)>, Lane Chesley <[lchesley@kpb.us](mailto:lchesley@kpb.us)>, Ecklund, Cindy <[cecklund@kpb.us](mailto:cecklund@kpb.us)>  
**CC:** Johnson, Brent <[bjohnson@kpb.us](mailto:bjohnson@kpb.us)>, Scott Waterman <[scottwaterman.rsac@gmail.com](mailto:scottwaterman.rsac@gmail.com)>, Navarre Mike <[mnavarre@kpb.us](mailto:mnavarre@kpb.us)>

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Dear Assembly Members,

I am very glad to see the CPACE (aka PACER) program moving forward via KPB Resolution 2023-005. This program has proved beneficial in other Alaska municipalities as well as many states around the US. My participation in CPACE workshops over the past few years has convinced me that it is a valuable program worthy of being adopted here.

Thanks to Cindy Ecklund for sponsoring this and the RSAC for promoting the idea. It will benefit business owners and the Borough. I look forward to seeing enabling ordinances soon.

Willy Dunne

--

Cindy L. Ecklund  
907-362-2276

## Warner, Avery

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**From:** Cindy Ecklund  
**Sent:** Tuesday, January 3, 2023 1:07 PM  
**To:** Turner, Michele  
**Subject:** <EXTERNAL-SENDER> Fwd: PACER resolution of intent

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----- Forwarded message -----

**From:** Peter Crimp <[petercrimp@gmail.com](mailto:petercrimp@gmail.com)>  
**Date:** Sun, Jan 1, 2023 at 1:22 PM  
**Subject:** Re: PACER resolution of intent  
**To:** Cindy Ecklund <[ecklundc@gmail.com](mailto:ecklundc@gmail.com)>  
**CC:** Hig Higman <[hig314@gmail.com](mailto:hig314@gmail.com)>, Lori Landstrom <[ljlandstrom81@gmail.com](mailto:ljlandstrom81@gmail.com)>, Scott Waterman <[scottwaterman.rsac@gmail.com](mailto:scottwaterman.rsac@gmail.com)>

Here's the comment that I just submitted to the KPB.  
-Peter

Dear Assembly President Johnson,  
As a 20-year energy professional and 40-year Alaska resident, I support the establishment of a program under the State PACER Act for the Kenai Peninsula Borough. At negligible cost to the Borough the program has the potential to save business owners money, improve Borough property values and market competitiveness, protect property from earthquakes and other hazards, and create construction and engineering jobs. I am impressed with the innovative program's approach--including reducing risk to lenders and extending the period for businesses to capture benefits--through attaching the debt for improvements to the property and repaying through property taxes. It has been my experience that properly planned energy projects usually realize savings above debt service starting at year one.  
Thank you for your consideration.  
Peter Crimp, Principal  
Crimp Energy Consulting, Homer, AK  
[petercrimp@gmail.com](mailto:petercrimp@gmail.com) :: ph 907-440-6709

On Dec 29, 2022, at 9:54 PM, Hig <[hig314@gmail.com](mailto:hig314@gmail.com)> wrote:

Thanks Cindy - sounds good.

-Hig

On Thu, Dec 29, 2022 at 9:06 PM Cindy Ecklund <[ecklundc@gmail.com](mailto:ecklundc@gmail.com)> wrote:  
Hig,

The State Statute section the new legislation is under is Chapter 55 - Municipal Programs. The KPB resolution mirrors the Mat-Su Resolution of intent except where it uses the new term PACER. I think were good. Hopefully the rest of the Assembly thinks so too.

Cindy

On Thu, Dec 29, 2022 at 4:53 PM Hig <[hig314@gmail.com](mailto:hig314@gmail.com)> wrote:

What I'm seeing is this first Whereas:

"the Alaska State Legislature enacted the Municipal Property Assessed Clean Energy and Resilience Act ("PACER Act"), Alaska Statutes 29.55, as amended, restated, supplemented or otherwise modified from time-to-time, authorizing local governments to establish an energy and resilience improvement assessment program;"

specifically mentions municipal properties rather than commercial properties,

However, down lower there's this clause:

"The Kenai Peninsula Borough intends to allow privately owned commercial or industrial property owners to make contractual PACER assessment to repay financing for qualified energy and resilience improvement projects under, and pursuant to, the terms of a municipal property assessed clean energy and resilience program subject to, and pursuant to, the PACER Act ("PACER Program")."

I'm not totally sure what that means, but maybe this implies that the definition of "municipal" will be extended to include eligible commercial properties, thus PACER would be like C-PACE but with "resiliency" and also applying to what would conventionally be called municipal properties?

Or am I misreading "municipal" entirely? I generally think of that as publicly owned property, but maybe I've got that wrong?

-Hig

On Thu, Dec 29, 2022 at 12:18 PM Cindy Ecklund <[ecklundc@gmail.com](mailto:ecklundc@gmail.com)> wrote:

Hig,

The new state plan documents are not out yet but as I understand the amended State statute they included the word resilience into the statute and will call the program PACER now instead of C-PACE. I called the state a month ago and they don't expect the new documents to be out until January or February. In Washington the program is called C-PACER but for now PACER is what the state said on the phone.

Peter please correct me if you know of other info.

Cindy

On Thu, Dec 29, 2022 at 11:40 AM Hig <[hig314@gmail.com](mailto:hig314@gmail.com)> wrote:

Hi Cindy and Peter,

Looking at the PACER resolution([here](#)) it looks like this is not C-PACE, and that PACER is a separate program that is similar but allows municipal properties rather than commercial

properties to apply for loans like this. Peter - are you up on how PACER and C-PACE relate?

I have someone in Homer (Nancy Hillstrand) who sounds pretty game to comment, but just realized I'm not clear on this detail, so I'd like to get it straightened out before I respond to her with more details.

-Hig

On Wed, Dec 28, 2022 at 8:16 PM Hig <[hig314@gmail.com](mailto:hig314@gmail.com)> wrote:  
That's great Cindy,

I'll see if I can find someone else...

-Hig

On Wed, Dec 28, 2022 at 11:10 AM Lori Landstrom <[ljlandstrom81@gmail.com](mailto:ljlandstrom81@gmail.com)> wrote:  
Good news, I think I've found a Seward small business owner willing to speak on 1/3. Cindy has been apprised and is in contact with Kellyann.  
let's do this.

Lori

"Diversity is being invited to the party. Inclusion is being asked to dance."

-Verna Myers

On Wed, Dec 28, 2022 at 9:39 AM Cindy Ecklund <[ecklundc@gmail.com](mailto:ecklundc@gmail.com)> wrote:  
Peter,

It's been awhile since you presented to the Assembly. A short email in support that includes your experience in the area would be a good reminder.

Hopefully a business somewhere on KPB has been following the program and has some interest already. We can only try!

Thanks again,  
Cindy L. Ecklund

On Wed, Dec 28, 2022 at 9:13 AM Peter Crimp <[petercrimp@gmail.com](mailto:petercrimp@gmail.com)> wrote:  
Hi Cindy.

Looks great. I'm available to write a letter of support or help someone else do so. Since Hig and I spoke at the Assembly meeting earlier this year, would it be better for the message to come from someone else?

Agreed that it would be best for a commercial property owner to express interest, but it's a very short timeline. I'll check with a friend who owns a business in Homer and see if he would be willing.

Peter

On Dec 27, 2022, at 2:08 PM, Cindy Ecklund <[ecklundc@gmail.com](mailto:ecklundc@gmail.com)> wrote:

Hi,

This will be on the agenda 1/3/23. It would be helpful for some positive communication to the Assembly prior to that date. Even better would be finding someone who would be interested in applying for the program to communicate their interest.

Soon,  
Cindy L. Ecklund

----- Forwarded message -----

From: **Kelley, Sean** <[skelley@kpb.us](mailto:skelley@kpb.us)>  
Date: Tue, Dec 27, 2022 at 10:35 AM  
Subject: PACER resolution of intent  
To: Ecklund, Cindy <[CEcklund@kpb.us](mailto:CEcklund@kpb.us)>  
CC: Turner, Michele <[MicheleTurner@kpb.us](mailto:MicheleTurner@kpb.us)>, Cindy Ecklund <[ecklundc@gmail.com](mailto:ecklundc@gmail.com)>

Hi Cindy,

Sorry to include both of your emails but this is a bit time sensitive. Michele is going to hold packet until we know if you want to go forward with the resolution of intent.

I have attached a PDF version of both the resolution and accompanying memo. If you approve, you can either click through the Docusign buttons to initial and complete OR you can respond to this email or call Michele and give her approval to initial for you. Whatever you prefer works for us.

Thank you,

Sean

--

**Sean Kelley**

Borough Attorney

Kenai Peninsula Borough

(907)714-2120

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Cindy L. Ecklund

907-362-2276

<PACER Reso of Intent RESO & MEMO.pdf>

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Cindy L. Ecklund

907-362-2276

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Hig (Bretwood Higman, PhD)

[hig314@gmail.com](mailto:hig314@gmail.com)

907 290 6992

Ground Truth Alaska ([www.groundtruthalaska.org](http://www.groundtruthalaska.org))

Nuka Research ([www.nukaresearch.com](http://www.nukaresearch.com))

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Cindy L. Ecklund

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Nuka Research ([www.nukaresearch.com](http://www.nukaresearch.com))

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Cindy L. Ecklund

907-362-2276

**Ward, Tamera**

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**Subject:** FW: <EXTERNAL-SENDER>C-PACER Resolution 2023-005

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**From:** Phil Kaluza <[pkaluza@gmail.com](mailto:pkaluza@gmail.com)>

**Sent:** Wednesday, October 18, 2023 4:23 PM

**To:** Turner, Michele <[MicheleTurner@kpb.us](mailto:MicheleTurner@kpb.us)>

**Subject:** <EXTERNAL-SENDER>C-PACER Resolution 2023-005

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To: KBS Assembly

I strongly urge you to adopt the proposed C-PACER resolution 2023-005.

In light of the diminishing availability of natural gas for space heating and the high cost of heating oil for everyone on the Kenai Peninsula, the C-PACER program will benefit everyone on the Peninsula at no cost to the taxpayer.

Phil Kaluza  
Seward Resident

Dear Members of the Kenai Peninsula Borough Assembly,

I am writing to express my strong support for Resolution 2023-005, which establishes the Property Assessed Clean Energy and Resilience Program (PACER Program) in the Kenai Peninsula Borough. This ordinance, rooted in the Alaska State Legislature's PACER Act, presents a valuable opportunity to address important energy and resilience needs within our community.

The PACER Program's focus on reducing energy costs, stimulating economic growth, improving property valuation, reducing greenhouse gas emissions, and creating jobs aligns perfectly with the priorities of our borough. It is encouraging to see our local government taking proactive steps to facilitate this program, allowing property owners to make contractual PACER assessments to finance energy and resilience improvement projects.

By making these critical improvements more accessible, this ordinance will undoubtedly have a positive impact on our community's sustainability and resilience. I firmly believe that the PACER Program serves a valid public purpose, and I am excited to see it move forward.

I encourage all members of the Kenai Peninsula Borough Assembly to support Resolution 2023-005, as it is a significant step towards a more energy-efficient and resilient future for our borough.

Thank you for your dedication to this important initiative.

Sincerely,

Casie Warner

Seward AK



**Samantha Allen**  
Executive Director

**Board of Directors**

**Melissa Schutter**  
President

**Robbie Huett**  
Vice-President

**Geri Nipp**  
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**Stephanie Millane**

**Hillary Bean**

**Greg Haas**

**Kirsten McNeil**

**Lyrissa Hammer**

**Matt Cope**

**Cliff Krug**

October 19, 2023

To whom it may concern,

The Seward Chamber of Commerce is at the forefront of local business in our community. We recognize the availability of funding opportunities and the expense of year-round building operation as barriers to a thriving year-round economy in Seward. In the hopes of creating more opportunities for entrepreneurs to operate their business sustainably and economically, we are supporters of the C-PACER Legislation making its way to the Kenai Peninsula.

Energy efficiency is a hot topic in Seward and world-wide. The C-PACER Legislation will allow for new and existing services to have access to the grant funding they need to operate year-round. The C-PACER Legislation will have a trickle-down effect, promoting more critical services to operate on a year round schedule. This shift in our seasonally-dependent economy is crucial for the year-round citizens and business operators in Seward.

The Seward Chamber of Commerce supports the efforts of our Borough to make C-PACER Legislation attainable for all businesses on the Kenai Peninsula.

Please give this proposal your full consideration. If you have any questions please contact the Seward Chamber of Commerce at (907) 224-8951.

Best,

Samantha Allen  
Executive Director

eComment  
Resolution 2023-005

**Melanie Lucas-Conwell**

Location:

Submitted At: 9:48pm 10-24-23

I'm writing in support of Resolution 2023-005. I administer the C-PACER program for the Municipality of Anchorage and have worked with Alaska Energy Authority to create a statewide C-PACER platform. Since launching the Anchorage C-PACER program in April 2021 and working with other jurisdictions to start their program, we have received many inquiries from commercial property owners in our community looking to use this financial mechanism to finance the installation, operations, and maintenance of upgrades on their buildings that they wouldn't have been able to finance otherwise. Additionally, this program is at no cost to taxpayers, as the loans are made by private lenders. In addition to improving our building stock, these projects are creating local jobs to install, maintain and operate these upgrades. We have closed two C-PACER loans in downtown Anchorage, one for the RIM office building and the other for the Aviator Hotel, both in partnership with Northrim Bank and the support of Mayor Bronson. I'm excited to support and to continue working with the Kenai Peninsula Borough on a C-PACER program and bringing a new financing option for its commercial property owners. Thank you.