



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Agenda Assembly

*Brent Hibbert, President*  
*Brent Johnson, Vice President*  
*Jesse Bjorkman*  
*Kenn Carpenter*  
*Lane Chesley*  
*Tyson Cox*  
*Richard Derkevorkian*  
*Willy Dunne*  
*Bill Elam*

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Tuesday, February 16, 2021

6:00 PM

Betty J. Glick Assembly Chambers

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Zoom Meeting ID: 938 6524 5999 Passcode: 886199

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

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

[Clerk's Note: No invocation was given.]

### 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:**

February 2, 2021 Meeting Minutes

Resolution 2021-010

Resolution 2021-011

Resolution 2021-016

Resolution 2021-012

Resolution 2021-013

Resolution 2021-014

Resolution 2021-015

Ordinance 2020-19-19

Ordinance 2020-19-20

Ordinance 2020-19-21

Ordinance 2020-19-22

Ordinance 2021-07

Ordinance 2021-08

Ordinance 2021-09

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

Ordinance 2020-19-17

Ordinance 2020-19-18

Ordinance 2021-04

Ordinance 2021-05

**APPROVAL OF MINUTES**

[KPB-2991](#) February 2, 2021 Regular Assembly Meeting Minutes

Attachments: [February 2, 2021 Regular Assembly Meeting Minutes](#)

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

*(20 minutes total)*

1. [KPB-2990](#) Central Peninsula Hospital Quarterly Report (10 Minutes)

Attachments: [Presentation](#)

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

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

**ITEMS NOT COMPLETED FROM PRIOR AGENDA**



**PUBLIC HEARINGS ON ORDINANCES**

*(Testimony limited to 3 minutes per speaker)*

**Ordinances referred to Finance Committee**

[2020-19-17](#) An Ordinance Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

**Attachments:**

[Ordinance 2020-19-17](#)

[Memo](#)

[Service Area Board Recommendations](#)

[Planning Commission Recommendation 02/16/21](#)

[Hohe - SPH Campus Map](#)

[HoHe Detailed Parcel Report 17506205](#)

[HoHe Purchase Agreement](#)

[SPH 1st Amendment to OA](#)

[Hohe Purchase Approval - SPH Resolution 20-21](#)

[Reference Copy - Resolution 2020-021](#)

[2020-19-18](#) An Ordinance Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)

**Attachments:**

[Ordinance 2020-19-18](#)

[Memo](#)

[Service Area Board Recommendations](#)

[Reference Copy - Ordinance 2020-31](#)

[Reference Copy - Ordinance 2020-49](#)

[2021-04](#) An Ordinance Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor)

Attachments: [Ordinance 2021-04](#)  
[Amendment Memo 021621](#)  
[Planning Commission Recommendation](#)  
[Memo](#)  
[Purchase Agreement](#)  
[Exhibit](#)  
[Reference Copy - Ordinance 2020-31](#)  
[Reference Copy - Ordinance 2020-49](#)

Ordinances referred to Lands Committee

[2021-03](#) An Ordinance Amending KPB 21.06.040, Administration, and KPB 21.06.070, “Development” Definition, for Floodplain Management Purposes (Mayor)

Attachments: [Ordinance 2021-03](#)  
[Memo](#)  
[Planning Commission Recommendation](#)

[2021-05](#) An Ordinance Authorizing the Negotiated Lease of Office Space at the Western Emergency Service Area Fire Department, Ninilchik Station (Mayor)

Attachments: [Ordinance 2021-05](#)  
[Memo](#)  
[Service Area Board Recommendations](#)  
[Lease](#)  
[Appendix A](#)  
[Space Lease Exhibit](#)

## UNFINISHED BUSINESS

## NEW BUSINESS

### 1. Resolutions

Resolutions referred to Finance Committee

[2021-010](#) A Resolution Approving Additional Positions in the Central Emergency, Nikiski Fire, Kachemak Emergency and Western Emergency Service Areas Using Existing Available FY21 Funds (Mayor)

Attachments: [Resolution 2021-010](#)  
[Amendment Memo 021621](#)  
[Amendment Memo Dunne 021621](#)  
[Service Area Board Recommendation](#)  
[Memo](#)

[2021-011](#) A Resolution Accepting Emergency Response Training Manikin Equipment from the Southern Region Emergency Medical Services Council, Inc. on Behalf of Nikiski Fire Service Area (Mayor)

Attachments: [Resolution 2021-011](#)  
[Memo](#)  
[Equipment Award Letter](#)

[2021-016](#) A Resolution Authorizing the Kenai Peninsula Borough Mayor to Submit a Bond Reimbursement Application to the Alaska Department of Education and Early Development for the Approval of Additional Projects in the Bond Reimbursement Program for Bonds Sold in 2014 (Mayor)

Attachments: [Resolution 2021-016](#)  
[Memo](#)  
[Amendment Memo 021621](#)

Resolutions referred to Policies and Procedures Committee

[2021-012](#) A Resolution Approving Mutual Aid and Automatic Aid Agreements and Operational Plans Between Western Emergency Service Area and Central Emergency Service Area for Fire and Emergency Response Services (Mayor)

Attachments: [Resolution 2021-012](#)  
[Memo](#)  
[Mutual Aid Agreement](#)  
[Mutual Aid Operations Plan](#)  
[Auto Aid Agreement](#)  
[Auto Aid Operations Plan](#)  
[WESA - CES Map 1 of 2](#)  
[WESA - CES Map 2 of 2](#)

[2021-013](#) A Resolution Approving Mutual Aid and Automatic Aid Agreements and Operational Plans Between Western Emergency Service Area and Kachemak Emergency Service Area for Fire Response Services (Mayor)

Attachments: [Resolution 2021-013](#)  
[Memo](#)  
[Mutual Aid Agreement](#)  
[Mutual Aid Operations Plan](#)  
[Auto Aid Agreement](#)  
[Auto Aid Operations Plan](#)  
[WESA - KESA Map 1 of 2](#)  
[WESA - KESA Map 2 of 2](#)

[2021-014](#) A Resolution Approving Mutual Aid and Automatic Aid Agreements and Operational Plans Between Western Emergency Service Area and the Homer Volunteer Fire Department for Fire Response Services (Mayor)

Attachments: [Resolution 2021-014](#)  
[Memo](#)  
[Mutual Aid Agreement](#)  
[Mutual Aid Operations Plan](#)  
[Auto Aid Agreement](#)  
[Auto Aid Operations Plan](#)  
[Auto Aid Map \(1of3\) West](#)  
[Auto Aid Map \(2of3\) West](#)  
[Auto Aid Map \(3of3\)](#)

Resolutions referred to Legislative Committee

[2021-015](#) A Resolution Encouraging Alaska Representatives and Governor Dunleavy to Fully Fund the State's Budget for Abandoned Vehicle Removal within the Kenai Peninsula Borough (Cox, Johnson, Mayor)

Attachments: [Resolution 2021-015](#)

## 2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

[2020-19-19](#) An Ordinance Accepting and Appropriating Funding from the State of Alaska in the Amount of \$426,303 for Fiscal Year 2021 and Approving Projects to be Completed for Community Purposes Under the State's 2019/2020 and 2020/2021 Community Assistance Programs (Mayor)

Attachments: [Ordinance 2020-19-19](#)  
[Memo](#)  
[DCCED Letter](#)  
[Reference Copy - Ordinance 2020-19-12](#)  
[Reference Copy - Resolution 2020-018](#)  
[Reference Copy - Resolution 2013-022](#)  
[Reference Copy - Resolution 2019-064](#)

[2020-19-20](#) An Ordinance Appropriating \$63,791.65 from the Equipment Replacement Fund for Imagery Acquisition and Approving a Sole Source Award to EagleViewTM for the Purchase and Implementation of Pictometry Imagery (Mayor)

Attachments: [Ordinance 2020-19-20](#)  
[Memo](#)  
[EagleView Quote](#)  
[Reference Copy - Resolution 2020-051](#)  
[Reference Copy - Resolution 2003-008](#)

[2020-19-21](#) An Ordinance Appropriating General Fund Fund Balance for Design Development of Phase I of the Homer High School Roof Replacement (Mayor)

Attachments: [Ordinance 2020-19-21](#)  
[Memo](#)

[2020-19-22](#) An Ordinance Accepting and Appropriating \$9,600 from the State of Alaska Division of Forestry to Supplement Costs to Manage the Slash Disposal Site Located in Cooper Landing (Mayor)

Attachments: [Ordinance 2020-19-22](#)  
[Memo](#)  
[Alaska Division of Forestry E-Mail](#)

[2021-07](#) An Ordinance Accepting Emergency Response Equipment from the Nikiski Firefighters Association, Inc. on Behalf of Nikiski Fire Service Area (Mayor) (Hearing on 03/02/21)

Attachments: [Ordinance 2021-07](#)  
[Memo](#)  
[NFA Equipment Award \(Marathon\) January 2021](#)

Ordinances for Introduction and referred to the Lands Committee

[2021-08](#) An Ordinance Authorizing Leases of Space at the Kenai River Center Building with the State of Alaska Department of Fish and Game and Department of Natural Resources and Repealing Ordinance 2020-30 (Mayor) (Hearing on 03/02/21)

Attachments: [Ordinance 2021-08](#)  
[Memo](#)  
[Lease DNR](#)  
[Lease ADFG](#)  
[Reference Copy - Ordinance 2020-30](#)

[2021-09](#) An Ordinance Authorizing a Community Trail Management Agreement with Snomads, Inc. (Mayor) (Hearing on 03/02/21)

Attachments: [Ordinance 2021-09](#)  
[Memo](#)  
[Trail Management Agreement](#)  
[Trail Management Plan](#)  
[Map](#)

### 3. Other

[KPB-2979](#)      Petition to Vacate a Segment of a 100' Right-of-Way Adjoining the East Boundary of Lot 1 Block 6 and the West Boundary of Lot 7 Block 3 Caribou Island Amended (Plat SW-37)

[Clerk's Note: The Planning Commission approved the referenced petition at its January 25, 2021 meeting, by majority vote.]

Attachments:      [Petition to Vacate](#)  
[Public Comments](#)  
[Public Comment](#)  
[Applicant Video 1](#)  
[Applicant Video 2](#)  
[eComment 021621](#)

## MAYOR'S REPORT

[KPB-2987](#)      Mayor's Report Cover Memo

Attachments:      [Cover Memo](#)

1. Assembly Requests/Responses - None.

2. Agreements and Contracts

a.      [KPB-2988](#)      Sole Source: Lateral Medical Corporation SimJunior Patient Simulator

Attachments:      [Sole Source - Lateral Medical](#)

3. Other

b.      [KPB-2989](#)      Capital Project Reports - December 31, 2020

Attachments:      [Capital Project Reports - December 31, 2020](#)

## PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

## ASSEMBLY COMMENTS

## PENDING LEGISLATION

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

1.     [2021-06](#)     Amending KPB 16.04 - Establishment of Service Areas to Establish Residency Requirements for Appointed Service Area Board Members (Mayor) (Hearing on 03/02/21)  
  
          Attachments:     [Ordinance 2021-06](#)  
                              [Memo](#)
  
2.     [2020-19-07](#)     An Ordinance Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended  
  
          Attachments:     [Ordinance 2020-19-07](#)  
                              [Memo](#)  
                              [Admin's Request to Table \(Dealt with on 12/01/20\)](#)  
                              [Amendment Memo \(Dealt with 10/13/20\)](#)  
                              [Reference copy: Resolution 2020-044](#)  
                              [Reference copy: Resolution 2012-091](#)
  
3.     [2020-19-08](#)     An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended  
  
          Attachments:     [Ordinance 2020-19-08](#)  
                              [Memo](#)  
                              [Admin's Request to Table \(Dealt with on 12/01/20\)](#)  
                              [Amendment Memo \(Dealt with 10/13/20\)](#)  
                              [Reference copy: Resolution 2013-071](#)  
                              [Reference copy: Resolution 2020-042](#)
  
4.     [2020-19-09](#)     An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended  
  
          Attachments:     [Ordinance 2020-19-09](#)  
                              [Memo](#)  
                              [Admin's Request to Table \(Dealt with on 12/01/20\)](#)  
                              [Amendment Memo \(Dealt with 10/13/20\)](#)  
                              [Reference copy: Resolution 2011-073](#)  
                              [Reference copy: Resolution 2020-043](#)

## INFORMATIONAL MATERIALS AND REPORTS

## ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS



1. March 2, 2021 Regular Assembly Meeting

This meeting will be held through Zoom

Meeting ID: 938 6524 5999 Passcode: 886199

And in person from the Betty J. Glick Assembly  
Chambers, Borough Administration Building

## ADJOURNMENT

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

*The meeting will be held through Zoom, the Meeting ID: 938 6524 5999 Passcode: 886199 and in-person from the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. COVID-19 mitigation protocols will be observed. To join the meeting from a computer, visit <https://zoom.us/j/93865245999>. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 938 6524 5999 Passcode: 886199. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at [kpb.us](http://kpb.us): "Meeting and Public Notices" "Current Assembly Agenda".*

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



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Minutes - Final

### Assembly

*Brent Hibbert, President*

*Brent Johnson, Vice President*

*Jesse Bjorkman*

*Kenn Carpenter*

*Lane Chesley*

*Tyson Cox*

*Richard Derkevorkian*

*Willy Dunne*

*Bill Elam*

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Tuesday, February 2, 2021

6:00 PM

Betty J. Glick Assembly Chambers

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

[Clerk's Note: The invocation was offered by David Dial.]

### ROLL CALL

**Present:** 9 - Jesse Bjorkman, Kenn Carpenter, Tyson Cox, Willy Dunne, Brent Hibbert, Brent Johnson, Richard Derkevorkian, Bill Elam, and Lane Chesley

Also present were:

Charlie Pierce, Borough Mayor

Colette Thompson, Borough Attorney

Johni Blankenship, Borough Clerk

Michele Turner, Deputy Borough Clerk

Randi Broyles, Borough Clerk Assistant

### COMMITTEE REPORTS

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

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

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

### APPROVAL OF AGENDA AND CONSENT AGENDA

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

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

## **APPROVAL OF MINUTES**

[KPB-2959](#) January 19, 2021 Regular Assembly Meeting Minutes  
approved.

[2021-009](#) A Resolution Designating the Newspaper and Authorizing Award of a Contract for the Publication of the 2021 Foreclosure List, and the Delinquent Leasehold, Mobile Homes, Personal and Other Tax Lists for the Tax Year 2020 and Prior (Mayor)  
**This Resolution was adopted.**

[2020-19-18](#) An Ordinance Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)  
**This Budget Ordinance was introduced and set for public hearing.**

[2021-04](#) An Ordinance Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor)  
**This Ordinance was introduced and set for public hearing.**

[2021-05](#) An Ordinance Authorizing the Negotiated Lease of Office Space at the Western Emergency Service Area Fire Department, Ninilchik Station (Mayor)  
**This Ordinance was introduced and set for public hearing.**

[2021-06](#) Amending KPB 16.04 - Establishment of Service Areas to Establish Residency Requirements for Appointed Service Area Board Members (Mayor) (Hearing on 03/02/21)  
**This Ordinance was introduced and set for public hearing.**

[KPB-2956](#) Confirming the Appointment to the Nikiski Senior Service Area Board (Mayor) (Referred to Policies and Procedures Committee)

Julie Ware, Seat A, Term Expires October, 2021  
approved.

## Approval of the Agenda and Consent Agenda

President Hibbert called for public comment with none being offered.

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

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

## COMMENDING RESOLUTIONS AND PROCLAMATIONS

### PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-2960](#) Kenai Peninsula Borough School District Quarterly Report (10 Minutes)

*[Clerk's Note: John O'Brien, KPBSD Superintendent gave a quarterly report to the assembly.]*

2. [KPB-2955](#) Vitamin D and COVID-19, Paul Seaton (10 Minutes)

*[Clerk's Note: Paul Seaton gave a presentation regarding Vitamin D and COVID-19 to the assembly.]*

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

President Hibbert called for public comment.

**Debbie Cary**, Ninilchik spoke on effective leadership.

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

### ITEMS NOT COMPLETED FROM PRIOR AGENDA

### PUBLIC HEARINGS ON ORDINANCES

- [2021-01](#) An Ordinance Amending KPB 17.10, Borough Lands and Resources, to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility (Mayor)

**Derkevorkian** moved to enact Ordinance 2021-01.

President Hibbert called for public comment.

**Robert Gibson**, Cooper Landing spoke in opposition to Ordinance 2021-01.

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

**Derkevorkian moved to amend Ordinance 2021-01 as follows:**

The final Whereas to read, "the Borough Planning Commission held a public hearing on January 11, 2021 and recommended approval by unanimous consent;"

**The motion to amend Ordinance 2021-01 carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

**Derkevorkian moved to amend Ordinance 2021-01 as follows:**

Add a new Section 1 to read, "Amend KPB 17.10.090, as follows:

17.10.090 - Disposition of borough land.

Except as otherwise provided by this title no land or interest in land may be sold or leased or otherwise disposed of unless the land has been classified in accordance with the provisions of this chapter. Lands shall not be sold unless the borough has a clear title to the land. All lands shall be sold or leased at fair market value or fair market rental value as determined by a qualified appraiser except as provided in sections 17.10.100(I) [AND], and 17.10.120(D) and 17.10.140(C) and (D)."

All remaining sections renumbered accordingly.

**The motion to amend Ordinance 2021-01 carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

**The motion to enact Ordinance 2021-01 as amended carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

## UNFINISHED BUSINESS

### 1. Postponed Items

#### 2021-002

A Resolution Updating the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees, Pursuant to KPB 1.26, to include Rates for Agricultural and Grazing Leases (Mayor)

[Clerk's Note: The motion to adopt was on the floor from the 01/05/21 meeting.]

President Hibbert called for public comment.

The following people spoke in opposition to Resolution 2021-002:

**Robert Gibson**, Cooper Landing

**Jim Harpring**, Soldotna

**Frank Christiansen**, Sterling

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

**Johnson moved to amend Resolution 2021-002 as follows:**

Section 1 to read, "Category H: Barnyard Site \$[250]25/Each + \$[100]10/Acre/Year

Assembly Member Cox spoke in support of the amendment.

Assembly Member Dunne spoke in opposition to the amendment.

**The motion to amend Resolution 2021-002 carried as follows:**

**Yes:** 7 - Carpenter, Cox, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

**No:** 2 - Bjorkman, and Dunne

**Derkevorkian moved to amend Resolution 2021-002 as follows:**

The final Whereas to read, "the Borough Planning Commission held a public hearing on January 11, 2021 and recommended approval by unanimous consent."

**The motion to amend Resolution 2021-002 carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

**The motion to adopt Resolution 2021-002 as amended carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

## NEW BUSINESS

### 3. Other

[KPB-2958](#) Petition to Vacate 30-foot-wide Oliver Street Right-of-way, Including the Associated Utility Easement, North of Half Moon Avenue as Dedicated on Arrowhead Estates Phase 1 Plat KN 2000-7. The right-of-way being Vacated is Unconstructed and Located within the NW1/4 NW ¼ of Section 19, Township 5 North, Range 9 West, Seward Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File 2020-147V. (Referred to Lands Committee)

[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its January 11, 2021 meeting, by majority consent.]

**Derkevorkian moved to veto the action of the Planning Commission.**

President Hibbert called for public comment with none being offered.

Assembly Members Johnson and Cox spoke in support to veto the Planning

Commission's action.

**The motion to veto the action of the Planning Commission carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

Other items referred to Policies and Procedures Committee

## **MAYOR'S REPORT**

[KPB-2961](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None.
2. Agreements and Contracts
  - a. [KPB-2962](#) Authorization to Award a Contract for ITB21-015 Calcium Chloride Purchase FY2021 to NorthStar Supply, LLC., Palmer, Alaska.
3. Other
  - a. [KPB-2963](#) Revenue-Expenditure Report - December 2020
  - b. [KPB-2969](#) Budget Revisions - December 2020
  - c. [KPB-2964](#) Investment Report - Quarter Ended 12/31/20
  - d. [KPB-2965](#) FY21-2Q Senior Center Grant Reports
  - e. [KPB-2966](#) FY21-2Q Economic Development Grant Reports

## **PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

### **ASSEMBLY COMMENTS**

Assembly Member Dunne stated his appreciation for the discussion regarding agriculture. He spoke on cattle ranches on the southern peninsula. He thanked South Peninsula Hospital for their second COVID-19 vaccination clinic.

Assembly Member Chesley stated how nice it was to see everyone in person as it was his first meeting in the new chambers. He stated he was looking forward to working with the school district on their budget for FY2022.

Assembly Member Carpenter encouraged everyone to drive safely on slick roads. He thanked the parents for their hard work with their students while schools were shut down due to COVID-19.

Vice President Johnson thanked Debbie Cary for her continued involvement with the assembly. He stated his appreciation for the Mayor's comments regarding the budget. He informed the public that Rock Auto would no longer work with the Borough due to online sales tax procedures. He offered his condolences to the family of George Pollard.

Assembly Member Derkevorkian stated he was excited to see KPBSD schools open to all students K-12. Encouraged the public to stay involved with the school district to keep the schools open.

Assembly Member Cox offered his congratulations to Tim Dillon, Executive Director of the Kenai Peninsula Economic Development District for being featured in Forbes magazine. He congratulated Soldotna High School athletes and encouraged residents to watch games and events via Facebook Live.

Assembly Member Elam stated his appreciation to fellow assembly members and members of the school board for their participation in difficult budgetary conversations. He stated on the importance of moving forward in a positive manner to best serve the communities of the borough. He thanked everyone for their efforts throughout the evening and wished everyone a good night.

Assembly President Hibbert thanked the assembly for their hard work. He thanked Debbie Cary for her continued involvement with the borough. He stated his appreciation for Joy Merriner for her presentation during the finance committee and commended the KPB Finance Department for their hard work. He stated he believed effective decisions could be made through respectful dialogue regarding the FY22 budget. He wished everyone a good evening.

## **PENDING LEGISLATION**

1.     [2020-19-17](#)     An Ordinance Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)
2.     [2021-03](#)     An Ordinance Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor)
3.     [2020-19-07](#)     An Ordinance Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying



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**Bond Refinancing Issuance Costs (Mayor) Tabled as amended**

4. [2020-19-08](#) An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended
5. [2020-19-09](#) An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended

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

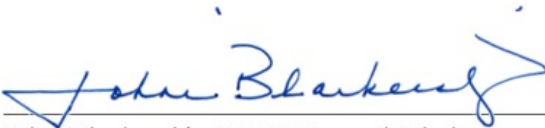
February 16, 2021 Regular Assembly Meeting  
6:00 PM This meeting will be held through Zoom  
Meeting ID: 938 6524 5999  
Passcode: 886199

And in person from the  
Betty J. Glick Assembly Chambers  
Borough Administration Building

**ADJOURNMENT**

With no further business to come before the assembly, President Ogle adjourned the meeting at 9:27 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of February 2, 2021.

  
John Blankenship, MMC, Borough Clerk

Approved by the Assembly: 02/16/2021



# CPGH, Inc. Quarterly Report

Prepared for  
The Kenai Peninsula Borough  
Assembly and Administration  
February 16, 2021

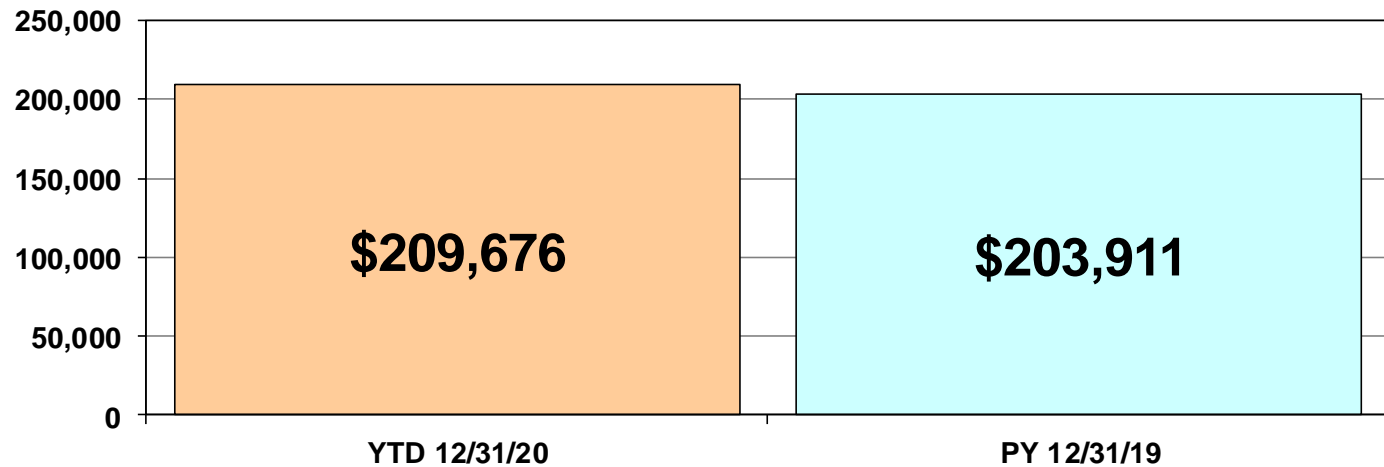


- Presentation Items
  - Finance Report (Unaudited-Draft)  
as of December 31, 2020
  - Covid status report
  - Service Improvements
  - New Providers



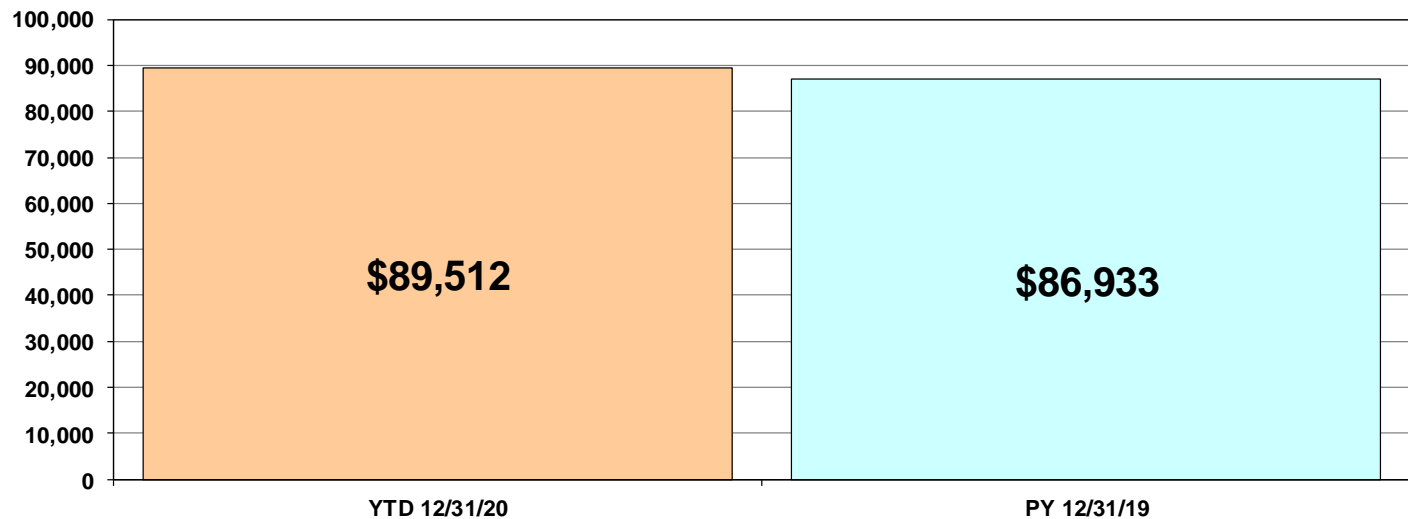
# Gross Patient Revenue – FY2021

(in thousands)



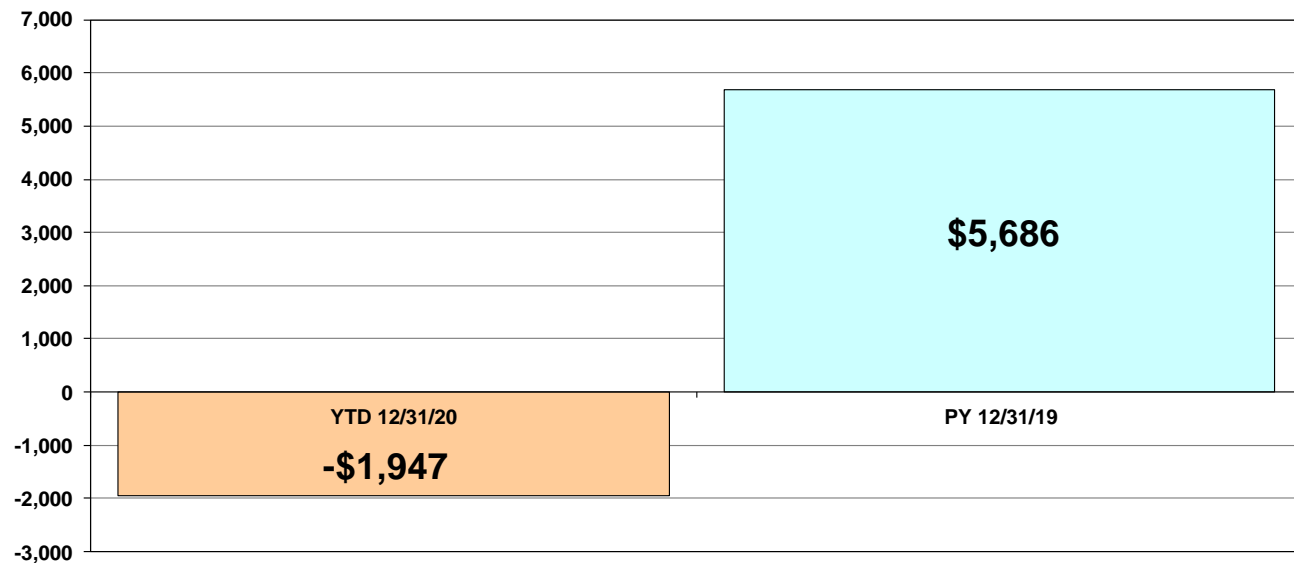
# Net Patient Revenue – FY2021

(in thousands)



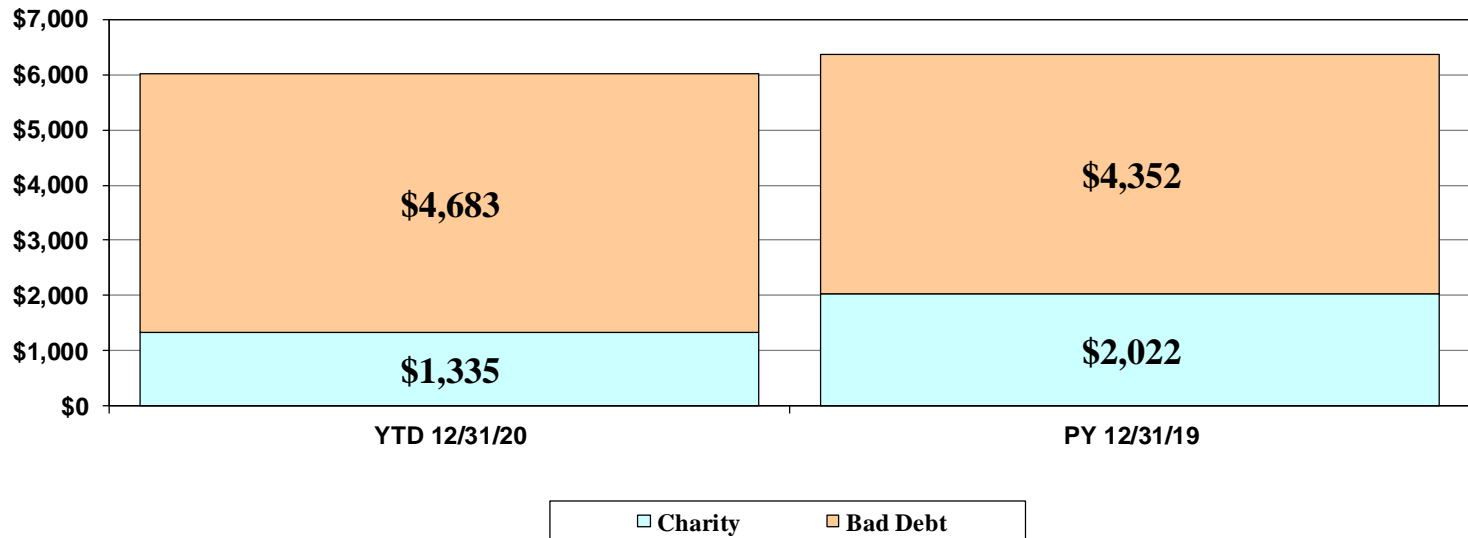
# Net Income – FY2021

(in thousands)



# Charity Care & Bad Debt - FY2021

(in thousands)

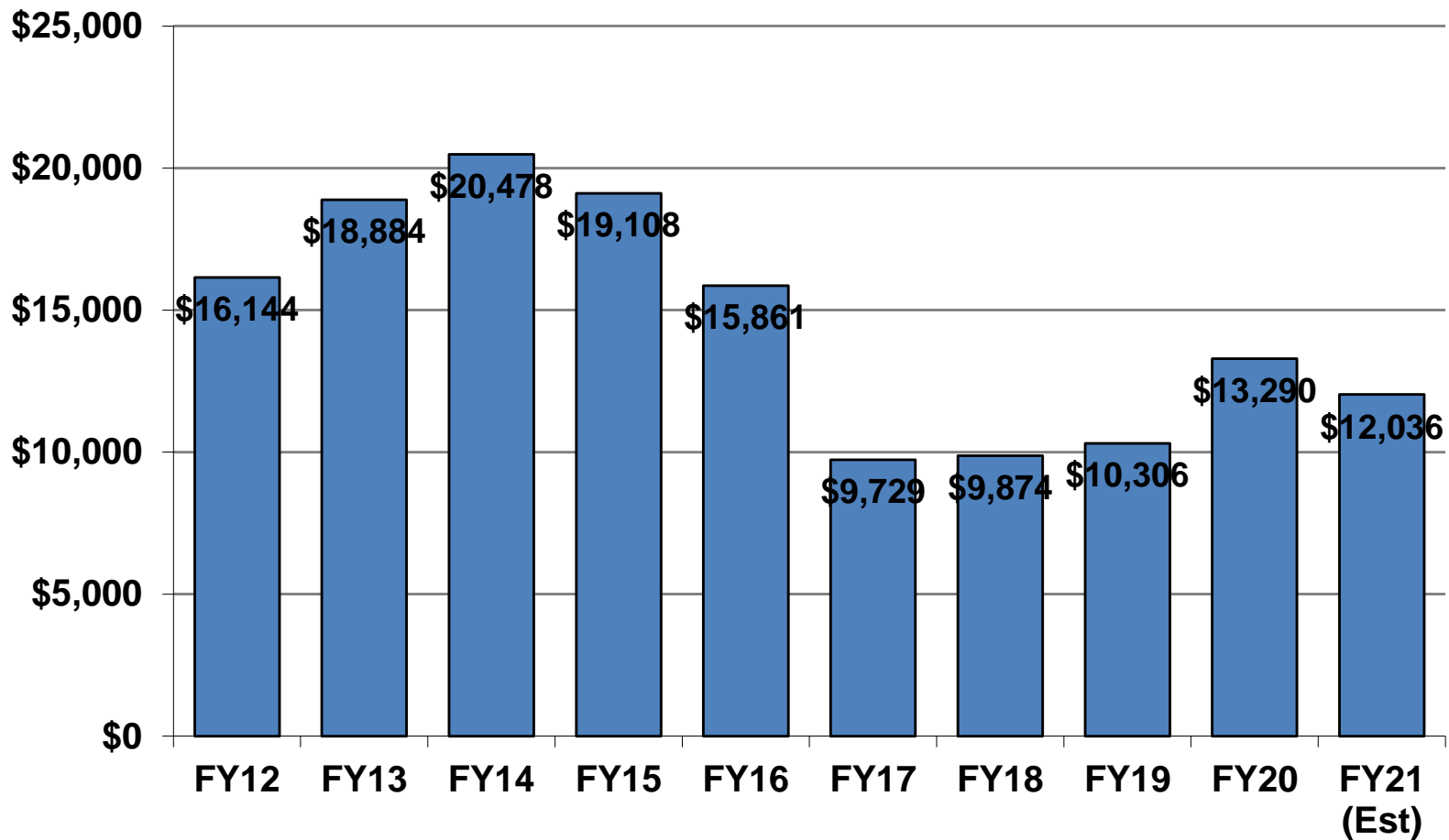


Community Benefit



# Uncompensated Care Trend

(Charity & Bad Debt, in thousands)





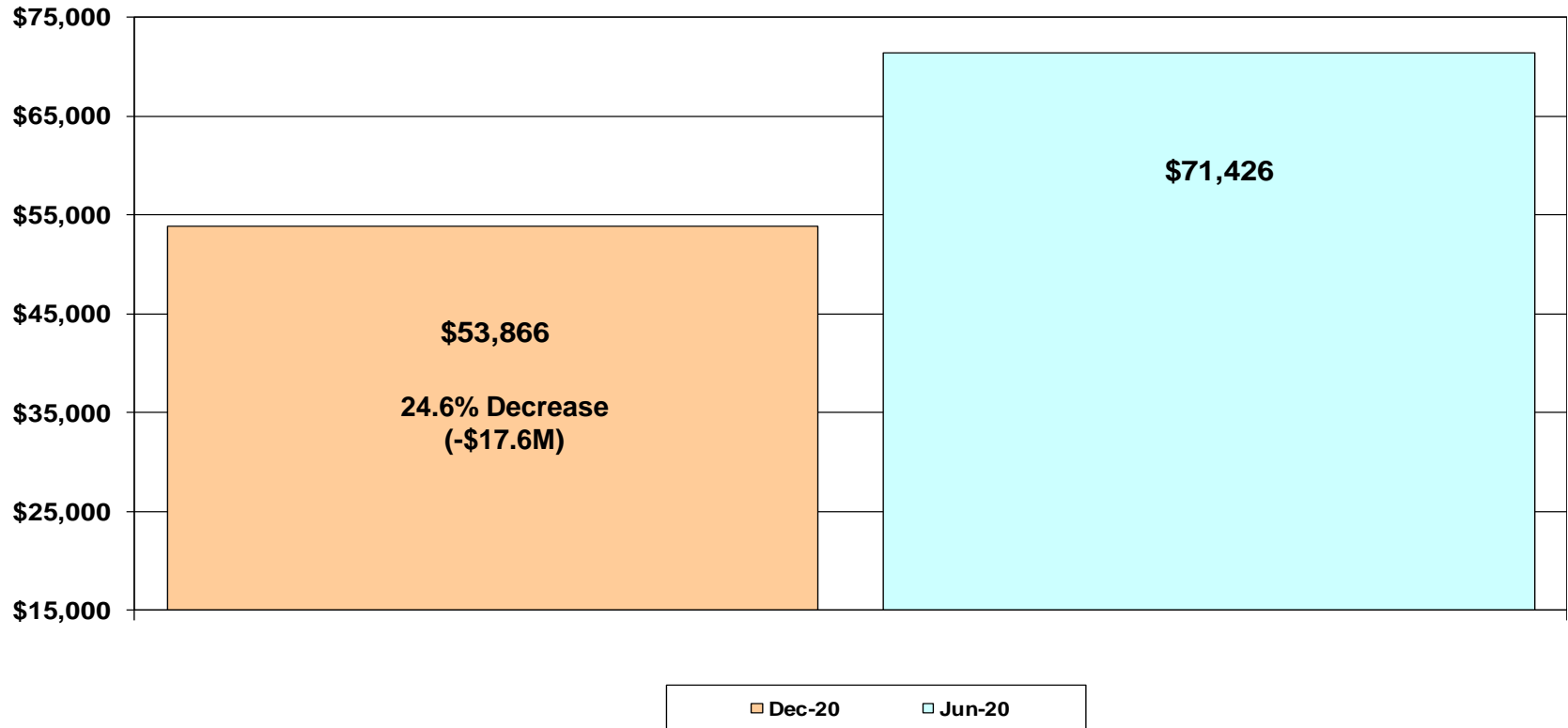
# Charity Care & Bad Debt - FY 2021

- \$6.0 Million in uncompensated care provided to community members YTD.
- Financial Assistance Program Brochure available at the following website
  - <http://www.cpgh.org/workfiles/CPH%20FinancialAssistBrochure-12-10lr.pdf>



# Cash & Cash Equivalents FY2021

(in thousands)



**Total of \$20.8M transferred out of Operating Cash beyond normal business through 12/31/2020. This includes:**

- \$3.3M in 2011 Refunding Bond Payments (paid from Plant Replacement Fund)
- \$3.0M in 2014-2017 Series Bond/Escrow Payments
- \$14.5M in Cash Transfers to Plant Replacement Fund



# Transfers to Plant Replacement & Expansion Fund

- PREF Acct. Balance at 12/31/2020 – \$56,017,222
- Days Operating Cash on Hand at 12/31/2020 – 121.06 days (estimate only—unaudited)
- Amount transferred as of 12/31/2020 – \$14,478,200
- No transfer for 12/31/2020 quarter currently scheduled (authorized to retain up to 135 days pending return of CMS advance payments)



# Covid Update

- We continue to operate under the Emergency Operations framework along with KPB and state public health
- CPH has vaccinated 415 employees (only 20 of these need second series shot)
- CPH Family Practice and CPH Internal Medicine Clinics have vaccinated 740 patients (241 of these still need second series). 222 patients are scheduled to receive their first series during the remainder of February



# In-Hospital Pathology Services

Pathology Services has been brought in-house allowing for direct surgery support and direct interface of results into the patient's Electronic Health Record

# New Providers

Leon Mensch, M.D., Pathology



Nicole Nilson, M.D., Pathology



# New Providers

Jessica Lazar, M.D., Family Medicine



David Madden, M.D., Interventional Radiology



# QUESTIONS?





Introduced by:	Mayor
Date:	01/19/21
Hearing:	02/16/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-17**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY  
LOCATED AT 4135 HOHE STREET, HOMER ALASKA ON BEHALF OF SOUTH  
PENINSULA HOSPITAL, APPROPRIATING \$315,000 FROM THE SOUTH  
PENINSULA HOSPITAL PLANT REPLACEMENT AND EXPANSION FUND FOR  
THE PURCHASE, AND AUTHORIZING AN AMENDMENT TO THE SPH, INC.  
OPERATING AGREEMENT**

**WHEREAS,** the Kenai Peninsula Borough (borough) owns and provides for the operation of South Peninsula Hospital ("SPH") through the South Kenai Peninsula Hospital Service Area, ("Service Area"); and

**WHEREAS,** the borough has entered into an Operating Agreement with South Peninsula Hospital, Inc. ("SPHI") for the lease and operation of SPH and other medical facilities, to operate these medical facilities on a nonprofit basis in order to ensure the continued availability of the medical services to the service area residents and visitors; and

**WHEREAS,** SPHI was approached by Erik Pullman, the owner of a residential property at 4135 Hohe Street, with an offer to sell the property at fair market value; and

**WHEREAS,** an independent fair market value appraisal was completed by 49<sup>th</sup> State Appraisers, LLC, on October 24, 2020 and found the property to be valued at \$300,000; and

**WHEREAS,** SPH is constrained by space for parking and expansion of services; and

**WHEREAS,** the subject property adjoins the SPH campus and is appropriately situated for SPH campus purposes; and

**WHEREAS,** upon purchase it would be appropriate to amend the Operating Agreement with SPHI to include this property; and

**WHEREAS,** the SPHI Board of Directors at its meeting of December 2, 2020 adopted Board Resolution 2020-21 approving the property purchase at 4135 Hohe Street; and

**WHEREAS,** the South Peninsula Hospital Service Area Board, at its meeting of January 14, 2021 recommended approval by the passage of SPHSA Resolution 2021-01; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021, recommended approval by unanimous consent;

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

**SECTION 1.** That the Assembly finds that purchasing the following described real property pursuant to KPB 17.10.040 is in the best interest of the borough as it furthers the purposes of the South Peninsula Hospital Service Area to provide health care services:

Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska (Assessor Parcel No. 175-062-05)

**SECTION 2.** That the terms and conditions substantially in the form of the Purchase Agreement accompanying this ordinance are hereby approved. The purchase price shall be \$300,000 plus closing costs, prorated taxes and property investigation costs estimated not to exceed \$15,000.

**SECTION 3.** That this acquisition is for the purpose of SPH campus expansion area.

**SECTION 4.** That the above-described land is zoned “Residential Office” pursuant to City of Homer zoning code and therefore is not proposed to be further classified under KPB 17.10.080.

**SECTION 5.** That the mayor is authorized to execute any and all documents necessary to purchase the real property described in Section 1 in accordance with the terms and conditions contained in this ordinance and the accompanying Purchase Agreement, consistent with applicable provisions of KPB Chapter 17.10.

**SECTION 6.** That \$315,000 is appropriated from the SPH Plant Replacement and Expansion Fund account 491.20602 to Account No. 491.81210.21LND.48610 for the real property purchase price and estimated closing costs.

**SECTION 7.** That the mayor is authorized to execute an amendment to the South Peninsula Hospital Operating Agreement substantially in the form of the First Amendment to the Operating Agreement attached hereto and incorporated herein by reference. This document amends Exhibit A of the Operating Agreement to include the property described in Section 1 of this ordinance.


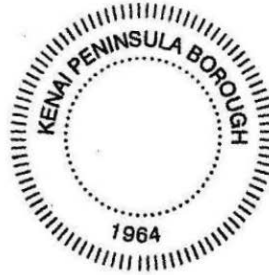
**SECTION 8.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

## **FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR SOUTH PENINSULA HOSPITAL**

This agreement is by and between South Peninsula Hospital, Inc., an Alaska nonprofit corporation, of 4300 Bartlett, Homer, Alaska 99603, hereinafter referred to as “SPHI” and the Kenai Peninsula Borough (“KPB”), an Alaska municipal corporation of 144 N. Binkley, Soldotna, Alaska 99669, hereinafter referred to as “Borough,” collectively referred to as the parties.

WHEREAS, effective January 1, 2020, the parties entered into an Operating Agreement for South Peninsula Hospital (operating agreement); and

WHEREAS, Exhibit A of the operating agreement describes the property leased to SPHI; and

WHEREAS, in Ordinance 2020-19- 17 the Kenai Peninsula Borough assembly authorized the purchase of property at 4135 Hohe Street, Homer, Alaska, for hospital purposes and authorized the mayor to amend the operating agreement to include this additional property; and

WHEREAS, it would be appropriate to list the above-referenced acquired property in the operating agreement to clarify that they are also leased to and will be operated by SPHI; and

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. That Exhibit A of the operating agreement is hereby amended to read as follows:

### **EXHIBIT A**

#### **DESCRIPTION OF MEDICAL FACILITIES**

The Borough leases the following described property to SPHI (hereinafter the “Medical Facilities”) for the term of this Agreement and any extension thereof:

- a. The South Peninsula Hospital and its grounds, located at 4300 Bartlett Street, Homer, Alaska, owned by the City of Homer, more particularly described as:

Tract A-2, South Peninsula Hospital Subdivision 2008 Addition, filed under Plat No. 2008-92, Homer Recording District, Third Judicial District, State of Alaska.

b. The hospital parking lot property and buildings owned by the Borough, more particularly described as:

Lots 3, 4, 5 and 6, Block 7; Lot 4, Block 8, Lot 6, Block 9, Fairview Subdivision Plat No. HM 56-2936 Volume 8, Page 196, Homer Recording District, Third Judicial District, State of Alaska.

c. The following leased property located at 4251 Bartlett Street, Homer, Alaska, owned by Mark Halpin and B. Isabel Halpin subject to the terms and conditions of the lease, more particularly described as:

L2-A Block 8 Fairview Subdivision Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska,

d. 4,904 sq. ft. of office space located at 4136 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 2-A, Block 5, Fairview Subdivision No. 11, as shown on Plat No. 85-28, Homer Recording District, Third Judicial District, State of Alaska.

e. Approximately 1,500 square feet of the office space owned by Westwing LLC located at 4117 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 4, Block 10, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

f. 3,780 square feet of office space and 3,225 square feet of basement office space both within the Kachemak Bay Professional Building, 4201 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease more particularly described as:

Lot 1-A Block 9, Fairview Subdivision 2003 Addition, as shown on Plat No. 2004-101, Homer Recording District, Third Judicial District, State of Alaska.

g. The following leased property owned by Jonas Ridge, LLC located at 203 Pioneer Avenue, Suite 1, Homer, Alaska 99603, subject to the terms and conditions of the lease, more particularly described as:

Tract A, Chamberlain & Watson Sub Plat of Tract A, Section 19, T6S, R13W, S.M., Plat 075063, Homer Recording District, Third Judicial District, State of Alaska.

h. Office space owned by the Kenai Peninsula Borough located at 348 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 4, Block 8, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

i. Office space owned by the Kenai Peninsula Borough located at 347 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 6, Block 9, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

j. Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska

k[i]. Such other Borough-owned or leased facilities, if any, as are authorized by the Borough pursuant to this Agreement for SPHI to sublease and operate pursuant to this Agreement.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

\_\_\_\_\_  
Charlie Pierce  
Borough Mayor

\_\_\_\_\_  
David Groesbeck  
SPHI Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Colette Thompson, Borough Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA            )  
  )  
THIRD JUDICIAL DISTRICT )       ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Charlie Pierce, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA            )  
  )  
THIRD JUDICIAL DISTRICT )       ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by David Groesbeck, President, South Peninsula Hospital, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Melanie Aeschliman, Planning Director *MA*

**FROM:** Marcus A Mueller, Land Management Officer *MA*

**DATE:** January 7, 2021

**RE:** Ordinance 2020-19-17, Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

---

Property located adjacent to the South Peninsula Hospital (SPH) campus at 4135 Hohe Street has become available for purchase. SPH faces a shortage of area available parking and infrastructure. Acquiring the property would support SPH operations by providing room for future expansion.

The property, along with other hospital properties, is located within the City of Homer's Residential Office Zoning District which allows for hospitals and medical clinics by conditional use permit.

The negotiated purchase price is \$300,000, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the borough is responsible for all closing costs. Closing costs, prorated taxes and purchase investigation costs are not expected to exceed \$15,000. The unused balance of the appropriated funds will revert to the SPH Plant Replacement and Expansion Fund (PREF).

The attached ordinance would authorize the purchase of the property and appropriate \$315,000 from the PREF to cover the costs associated with the purchase, and would also provide for an amendment to the SPH Operating Agreement to add the property to the list of leased property under the operating agreement.



Page -2-  
January 7, 2021  
RE: O2020-19-\_\_\_\_\_

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Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>491.20602</u>
Amount	<u>\$315,000</u>
By: <u>PP</u>	Date: <u>1/7/2021</u>
By: <u>BH</u>	

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

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

**THRU:** Johni Blankenship, Borough Clerk (JB)

**FROM:** Michele Turner, Deputy Borough Clerk (MT)

**DATE:** February 16, 2021

**RE:** Ordinance 2020-19-17: Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

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The South Peninsula Hospital Service Area (SPHSA) board addressed the referenced ordinance. Please amend the ninth Whereas clauses to read:

**"WHEREAS,** the South Peninsula Hospital Service Area Board, at its meeting of January 14, 2021 recommended approval by the passage of SPHSA Resolution 2021-01."

Thank you.

**SOUTH KENAI PENINSULA HOSPITAL  
SERVICE AREA BOARD RESOLUTION**

**2021-01**

**A RESOLUTION OF THE SOUTH KENAI PENINSULA SERVICE AREA BOARD  
SUPPORTING THE PURCHASE OF PROPERTY LOCATED AT 4135 HOHE STREET,  
HOMER AK 99603**

**WHEREAS**, the South Kenai Peninsula Hospital (SKPH) current campus is landlocked by residential and commercial properties and unable to expand; and

**WHEREAS**, there is a need for additional clinic, parking, and office space for use by the SKPH; and

**WHEREAS**, future expansions and strategic facility planning are unable to be pursued without the purchase of additional properties near the SKPH; and

**WHEREAS**, the property located at 4135 Hohe Street, Homer, AK 99603, KPB Parcel number: 17506205 was listed for sale; and

**WHEREAS**, this property consists of .28 acres and a single family residence which may be converted to commercial medical office space as it resides in the Medical Zoning District; and

**WHEREAS**, an independent appraisal of the property indicates that its fair market value plus closing costs are estimated at \$315,000; and

**WHEREAS**, SKPH Management has reviewed the appraisal and completed the KPB Real Property Need Questionnaire (RPNQ); and

**WHEREAS**, the SKPH currently has over \$8 million dollars of unobligated Plant Replacement and Expansion Funds being held at the borough; and

**WHEREAS**, SKPH Management would like to use Plant Replacement funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603 Parcel number: 17506205; and

**WHEREAS**, the South Peninsula Hospital Board of Directors approved on December 2, 2020 the use of Plant Replacement and Expansion Funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603. 24817-4476-4011v.1 0034521-000002; and

**WHEREAS**, the South Peninsula Hospital Board of Directors requested that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$315,000 for purchase price and all closing costs; and

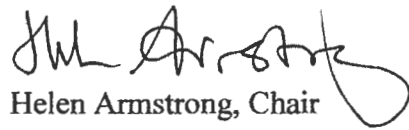
**WHEREAS**, the Kenai Peninsula Borough has proposed Ordinance 2020-19- authorizing the acquisition of real property located at 4135 Hohe Street, Homer Alaska on behalf of South Peninsula Hospital, appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the purchase and authorizing an amendment to the SPH, INC. Operating Agreement;

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

1. Supports Resolution 20-21 of the South Peninsula Hospital Board of Directors approving the use of \$315,000 Plant Replacement and Expansion Funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603. 24817-4476-4011v.1 0034521-000002.
2. Supports the Kenai Peninsula Borough Ordinance 21020-19- authorizing \$300,000 plus closing costs, prorated taxes and property investigation costs estimated not to exceed \$15,000 for the acquisition of real property located at 4135 Hohe Street, Homer, Alaska on behalf of South Peninsula Hospital Plant Replacement and Expansion fund for the purchase and authorizing an amendment to the SPH, Inc. Operating Agreement.

**PASSED AND ADOPTED BY THE SERVICE AREA BOARD OF THE SOUTH KENAI PENINSULA HOSPITAL AT ITS MEETING HELD ON THIS 14<sup>TH</sup> DAY OF JANUARY, 2021.**

ATTEST:

  
Helen Armstrong, Chair


# Kenai Peninsula Borough


## Planning Department

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### MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

FROM: Melanie Aeschliman, Planning Director 

DATE: January 29, 2021

Re: Ordinance 2021-19-17: Authorizing the acquisition of real property located at 4135 Hohe Street, Homer, Alaska on behalf of South Peninsula Hospital, appropriating \$315,000.00 from the South Peninsula Hospital Plant Replacement & Expansion Fund for the purchase, and authorizing an amendment to the SPH, Inc. Operating Agreement.

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The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled January 25, 2021 meeting.

A motion passed by unanimous vote (11Yes, 0 No) to recommend approval of Ordinance 2021-19-17.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021 recommended approval by unanimous vote.

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



codes do not have much in the way of regulatory teeth when addressing impervious surfaces. Where that is addressed under 21.18 the Habitat Protection code. If the project is within 50 feet of a stream it will be addressed under 21.18 and not floodplain regulations.

Commissioner Ruffner asked staff any development permitted within the 50' Habitat Protection District (HPD) it will come under KPB 21.18 and not floodplain regulations. Ms. Lopez replied that he was correct. Ms. Lopez noted there is nothing in the floodplain code that would override KPB 21.18. While there may be an area that is within both the floodplain and the HPD – any activity within the HPD will come under 21.18. Commissioner Ruffner then asked projects that do not involve fill, such a spruce tree bank revetments, how does FEMA looks at these activities? He would assume this type of activities would be considered a minor development and would not require an expensive H&H study. He then asked if this type of work would be considered fill under the new definition. Ms. Lopez replied FEMA would not consider most bank revetment projects major developments as you are replacing what was once there. Going off the maps we have for the Kenai River, which are 40 years old; it is safe to assume that the banks have experienced erosion during that time. FEMA does have guidelines that allow for the bank to be returned to its natural grade. It is on the landowner to prove that the project is returning the bank to its natural grade and that the work is not going beyond that.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

**MOTION PASSED BY UNANIMOUS VOTE:**

Yes	11	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				

**AGENDA ITEM E. NEW BUSINESS**

4. Ordinance 2020-19-17, Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement

Staff report given by Marcus Mueller.

Property located adjacent to the South Peninsula Hospital (SPH) campus at 4135 Hohe Street has become available for purchase. SPH faces a shortage of area available parking and infrastructure. Acquiring the property would support SPH operations by providing room for future expansion.

The property, along with other hospital properties, is located within the City of Homer's Residential Office Zoning District, which allows for hospitals and medical clinics by conditional use permit.

The negotiated purchase price is \$300,000, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the borough is responsible for all closing costs. Closing costs, prorated taxes and purchase investigation costs are not expected to exceed \$15,000. The unused balance of the appropriated funds will revert to the SPH Plant Replacement and Expansion Fund (PREF).

The attached ordinance would authorize the purchase of the property and appropriate \$315,000 from the PREF to cover the costs associated with the purchase, and would provide for an amendment to the SPH Operating Agreement to add the property to the list of leased property under the operating agreement.

**END OF STAFF REPORT**

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

**MOTION:** Commissioner Venuti moved, seconded by Commissioner Bentz to forward to the Assembly a

recommendation to adopt Ordinance 2021-19-17, Authorizing the acquisition of real property located at 4135 Hohe Street, Homer, Alaska on behalf of South Peninsula Hospital, appropriating \$315,000 from the South Peninsula Hospital Plant Replacement & Expansion fund for the purchase, and authorizing an amendment to the SPH, Inc. operating agreement.

Commissioner Ecklund stated she has always wondered how the hospital pays for these acquisitions. Mr. Mueller replied it comes out of the Hospital Plant Replacement & Expansion fund. It is his understanding when the hospitals generate revenues they retain 90 day of cash on hand and any excess funds beyond that go into the Plant Replacement & Expansion fund. One of the purposes for this fund is to make purchases such as the one before the commission tonight.

Commissioner Venuti supports this acquisition for the hospital. One thing COVID has pointed out is how important our healthcare facilities are. South Peninsula Hospital has been doing a good job working on the pandemic. He just recently learned the hospital has 9000 square feet of space that they cannot use because they do not have adequate parking for personnel. Parking is a major issue in the new Medical District in Homer and this purchase fits right in line with what is needed.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

**MOTION PASSED BY UNANIMOUS VOTE:**

Yes	11	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				

**AGENDA ITEM G. PLAT COMMITTEE REPORT** – Plat Committee did not meet on January 25, 2021

**AGENDA ITEM L. DIRECTOR'S COMMENTS**

**AGENDA ITEM M. COMMISSIONER COMMENTS**

Commissioner Ruffner

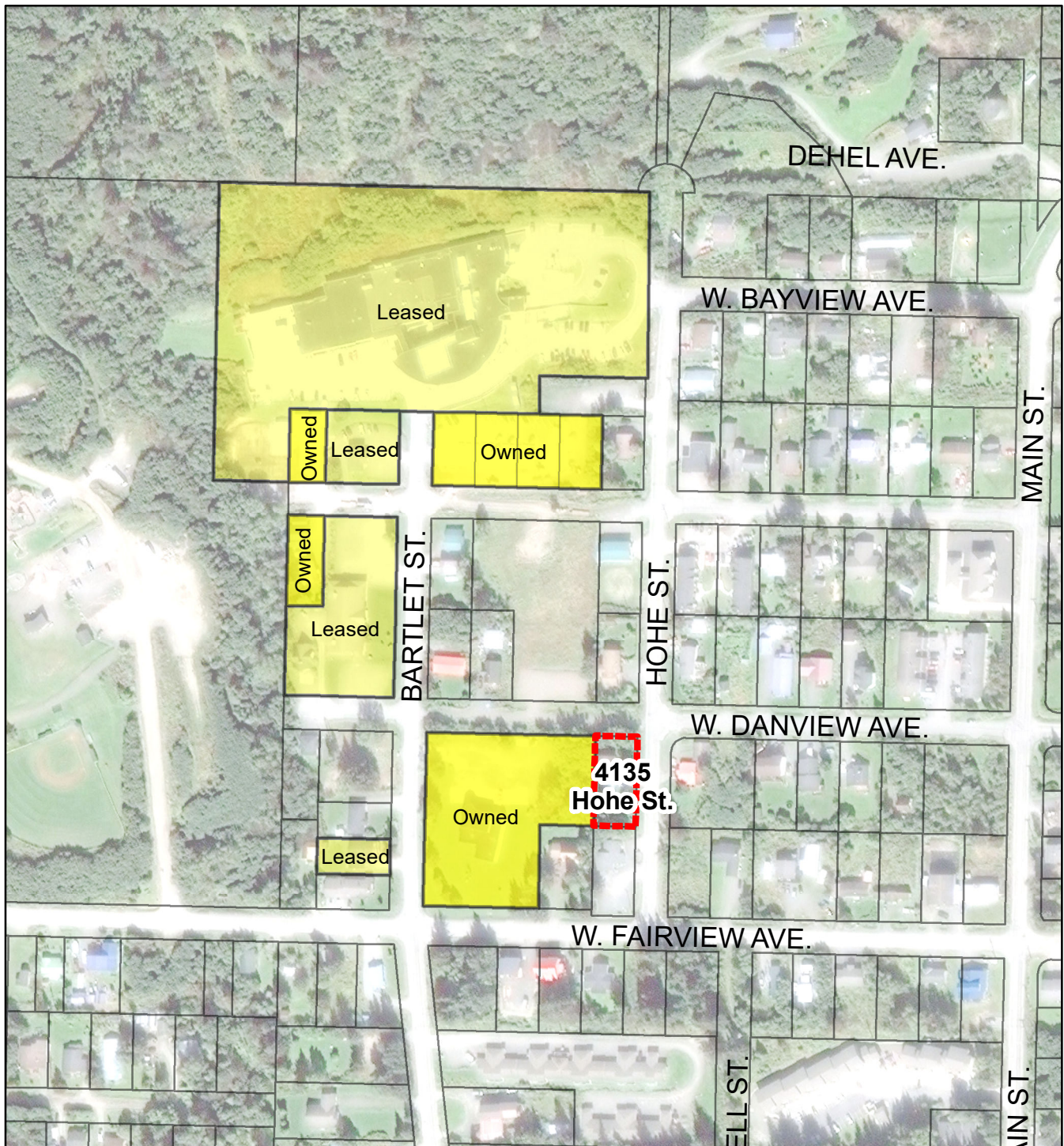
Commissioner Venuti

**AGENDA ITEM N. ADJOURNMENT** – Commissioner Carluccio moved to adjourn the meeting at 9:17 p.m.

\_\_\_\_\_  
Ann E. Shirnberg  
Administrative Assistant



# SOUTH PENINSULA HOSPITAL CAMPUS



0 100 200 400 600 800 Feet



4135 Hohe Street  
Lot 1 Block 5 Fairview Subdivision  
Tax Parcel 175-062-05

MAM 11/23/20





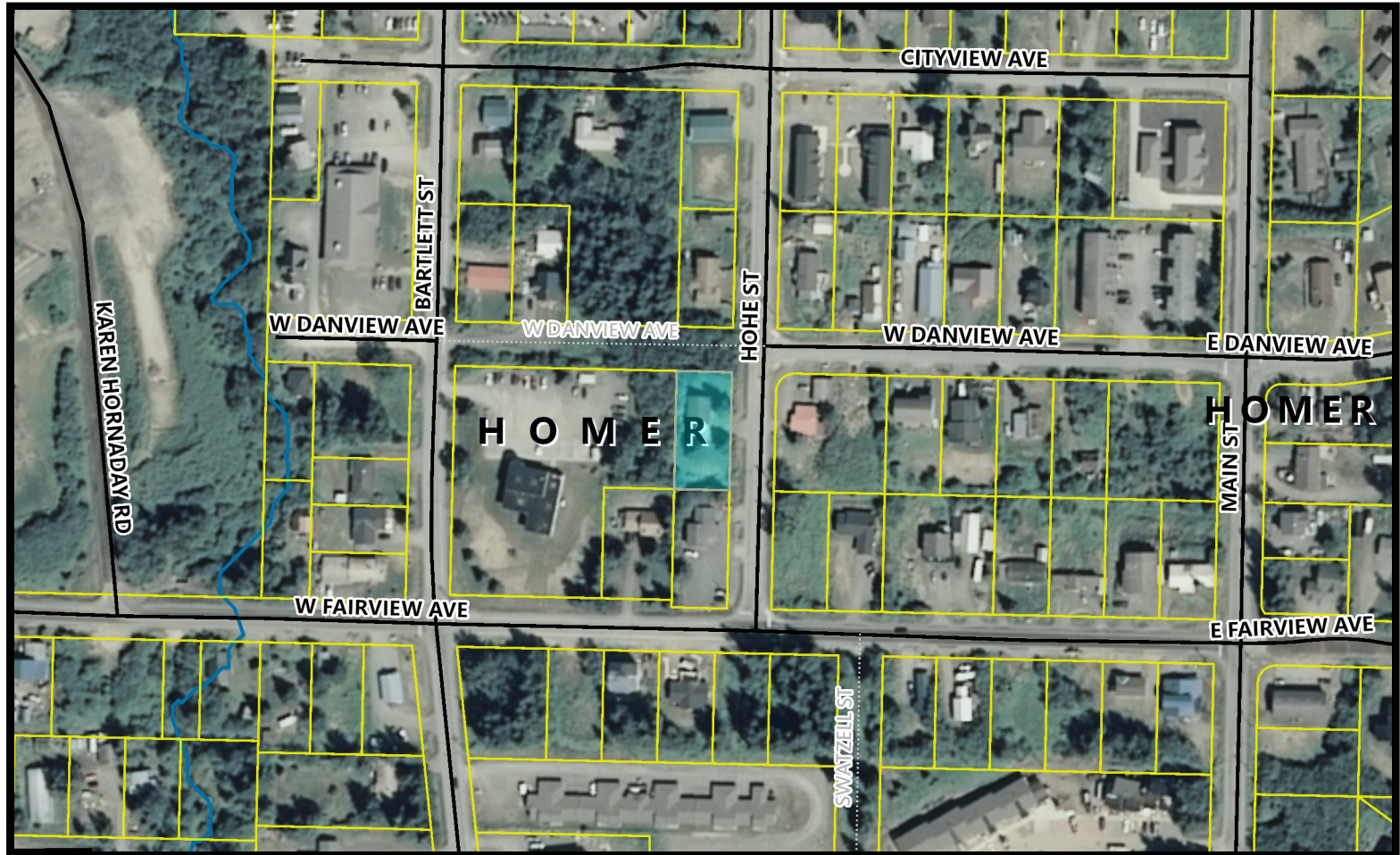
## PARCEL REPORT

12/23/2020 10:56

PARCEL ID: 17506205

Total Acreage:

0.28



### LEGAL DESCRIPTION:

T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 5

### ALL PHYSICAL ADDRESSES ON THIS PARCEL:

4135 HOHE ST

**LAND VALUE:** \$40,300

**ASSESSED VALUE:** \$254,300

**IMPROVEMENT VALUE:** \$214,000

**TAXABLE VALUE:** \$254,300

### BUILDINGS ON THIS PARCEL:

Building Type	Square Footage	Year Built
BI-L FRAME	1,904	1973

### OWNERS:

Name:  
HUNTER MINDY

Address:  
4135 HOHE ST  
HOMER, AK 99603

Name:  
PULLMAN ERIK



## PARCEL REPORT

12/23/2020 10:56

---

*Address:*

4135 HOHE ST  
HOMER, AK 99603

## PURCHASE AGREEMENT

This Agreement is made on this 28 day of December, <sup>2020</sup>~~2021~~ by and between ERIK PULLMAN whose address is 4135 Hohe Street, Homer, Alaska 99603, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB").

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

Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska (Hereinafter "the Property") (Assessor Parcel No. 175-062-05)

WHEREAS, KPB has offered to buy, subject to assembly authorization and appropriation of funds, and SELLER is willing to sell the Property as evidenced by this Purchase Agreement;

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

### 1. PURCHASE PRICE

The purchase price of the Property is Three Hundred Thousand dollars and NO cents (\$300,000.00). The purchase price shall be paid by KPB at time of closing. The purchase of the Property and appropriation of funds for the purchase are subject to borough assembly approval.

### 2. EXPIRATION OF OFFER

SELLER shall sign and return this Purchase Agreement to KPB on or before January 4, 2020 otherwise this offer shall terminate.

### 3. TITLE

Title shall be delivered at time of closing by Statutory Warranty Deed, which shall be issued to KPB. SELLER warrants and covenants that at the time of closing there shall be no liens or judgments recorded against SELLER in the same recording district in which the Property subject to this purchase agreement is situated. Title shall be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record.

### 4. ESCROW AND CLOSING COSTS

KPB shall be responsible for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, recording fees and bank charges, up to \$7,000. Property taxes will be prorated. No realtor fees are included in this agreement, neither

KPB nor Seller have elected to be represented by an outside realtor. All costs will be paid in full at the time of closing.

#### 5. CLOSING

Unless otherwise agreed in writing, closing will occur within 180 days of execution of the Purchase Agreement. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

#### 6. POSSESSION

Possession shall be delivered to KPB at time of recording.

#### 7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

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

#### 8. HAZARDOUS MATERIAL

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

#### 9. ENTIRE AGREEMENT

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

#### 10. BREACH REMEDY

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

#### 11. MISCELLANEOUS

- A. **Time.** Time is of the essence in performance of this Agreement.
- B. **Cancellation.** This Agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by SELLER and the KPB mayor. This Purchase Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- C. **Notice.** Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. **Interpretation.** This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. **Condition of Property.**  
SELLER shall deliver the property in its as-is condition.
- F. **Property Inspection.**  
Offer is contingent upon inspection satisfactory to buyer at the buyer's expense.
- G. **Counterparts.**  
This Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80 and each of which when executed shall constitute an original and all of which together shall constitute one and the same instrument.

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

KENAI PENINSULA BOROUGH:

SELLER:

\_\_\_\_\_  
Charlie Pierce, Mayor

\_\_\_\_\_  
Erik Pullman

\_\_\_\_\_  
Mindy Hunter

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Johani Blankenship,  
Borough Clerk

\_\_\_\_\_  
Sean Kelley,  
Deputy Borough Attorney

#### NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_



## NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
   ) ss.  
 THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this 28th day of  
December, 2020, by Erik Pullman.

NOTARY PUBLIC  
 CINDY BRINKERHOFF  
 STATE OF ALASKA  
 MY COMMISSION EXPIRES NOV. 02, 2022

Cindy Brinkerhoff  
 Notary Public in and for Alaska  
 My commission expires: 11/02/2022

## NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
   ) ss.  
 THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this 28th day of  
December, 2020, by Mindy Hunter.

NOTARY PUBLIC  
 CINDY BRINKERHOFF  
 STATE OF ALASKA  
 MY COMMISSION EXPIRES NOV. 02, 2022

Cindy Brinkerhoff  
 Notary Public in and for Alaska  
 My commission expires: 11/02/2022

## **FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR SOUTH PENINSULA HOSPITAL**

This agreement is by and between South Peninsula Hospital, Inc., an Alaska nonprofit corporation, of 4300 Bartlett, Homer, Alaska 99603, hereinafter referred to as “SPHI” and the Kenai Peninsula Borough (“KPB”), an Alaska municipal corporation of 144 N. Binkley, Soldotna, Alaska 99669, hereinafter referred to as “Borough,” collectively referred to as the parties.

WHEREAS, effective January 1, 2020, the parties entered into an Operating Agreement for South Peninsula Hospital (operating agreement); and

WHEREAS, Exhibit A of the operating agreement describes the property leased to SPHI; and

WHEREAS, in Ordinance 2020-19- 17 the Kenai Peninsula Borough assembly authorized the purchase of property at 4135 Hohe Street, Homer, Alaska, for hospital purposes and authorized the mayor to amend the operating agreement to include this additional property; and

WHEREAS, it would be appropriate to list the above-referenced acquired property in the operating agreement to clarify that they are also leased to and will be operated by SPHI; and

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. That Exhibit A of the operating agreement is hereby amended to read as follows:

### **EXHIBIT A**

#### **DESCRIPTION OF MEDICAL FACILITIES**

The Borough leases the following described property to SPHI (hereinafter the “Medical Facilities”) for the term of this Agreement and any extension thereof:

- a. The South Peninsula Hospital and its grounds, located at 4300 Bartlett Street, Homer, Alaska, owned by the City of Homer, more particularly described as:

Tract A-2, South Peninsula Hospital Subdivision 2008 Addition, filed under Plat No. 2008-92, Homer Recording District, Third Judicial District, State of Alaska.



b. The hospital parking lot property and buildings owned by the Borough, more particularly described as:

Lots 3, 4, 5 and 6, Block 7; Lot 4, Block 8, Lot 6, Block 9, Fairview Subdivision Plat No. HM 56-2936 Volume 8, Page 196, Homer Recording District, Third Judicial District, State of Alaska.

c. The following leased property located at 4251 Bartlett Street, Homer, Alaska, owned by Mark Halpin and B. Isabel Halpin subject to the terms and conditions of the lease, more particularly described as:

L2-A Block 8 Fairview Subdivision Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska,

d. 4,904 sq. ft. of office space located at 4136 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 2-A, Block 5, Fairview Subdivision No. 11, as shown on Plat No. 85-28, Homer Recording District, Third Judicial District, State of Alaska.

e. Approximately 1,500 square feet of the office space owned by Westwing LLC located at 4117 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 4, Block 10, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

f. 3,780 square feet of office space and 3,225 square feet of basement office space both within the Kachemak Bay Professional Building, 4201 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease more particularly described as:

Lot 1-A Block 9, Fairview Subdivision 2003 Addition, as shown on Plat No. 2004-101, Homer Recording District, Third Judicial District, State of Alaska.

g. The following leased property owned by Jonas Ridge, LLC located at 203 Pioneer Avenue, Suite 1, Homer, Alaska 99603, subject to the terms and conditions of the lease, more particularly described as:

Tract A, Chamberlain & Watson Sub Plat of Tract A, Section 19, T6S, R13W, S.M., Plat 075063, Homer Recording District, Third Judicial District, State of Alaska.

h. Office space owned by the Kenai Peninsula Borough located at 348 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 4, Block 8, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

i. Office space owned by the Kenai Peninsula Borough located at 347 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 6, Block 9, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

j. Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska

k[j]. Such other Borough-owned or leased facilities, if any, as are authorized by the Borough pursuant to this Agreement for SPHI to sublease and operate pursuant to this Agreement.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

\_\_\_\_\_  
Charlie Pierce  
Borough Mayor

\_\_\_\_\_  
David Groesbeck  
SPHI Board President

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Borough Clerk

ATTEST:

\_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Colette Thompson, Borough Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA            )  
  )       ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Charlie Pierce, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA            )  
  )       ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by David Groesbeck, President, South Peninsula Hospital, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

Introduced by:	Administration
Date:	December 02, 2020
Action:	
Vote:	Yes - X, No - X, Excused - X

**SOUTH PENINSULA HOSPITAL  
BOARD RESOLUTION  
2020-21**

**A RESOLUTION OF THE SOUTH PENINSULA HOSPITAL BOARD OF DIRECTORS  
APPROVING THE PURCHASE OF PROPERTY LOCATED AT 4135 HOHE STREET,  
HOMER AK 99603**

**WHEREAS**, the South Peninsula Hospital (Hospital)'s current campus is landlocked by residential and commercial properties and unable to expand, and

**WHEREAS**, there is a need for additional clinical, parking, and office space for use by the Hospital, and

**WHEREAS**, future expansions and strategic facility planning are unable to be pursued without the purchase of additional properties near the Hospital, and

**WHEREAS**, the property located at 4135 Hohe Street, Homer, AK 99603, KPB Parcel number: 17506205 was listed for sale, and

**WHEREAS**, this property consists of .28 acres and a single family residence which may be converted to commercial medical office space as it resides in the Medical Zoning District; and

**WHEREAS**, an independent appraisal of the property indicates that its fair market value plus closing costs are estimated at \$315,000; and

**WHEREAS**, SPH Management has reviewed the appraisal and completed the KPB Real Property Need Questionnaire (RPNQ) and

**WHEREAS**, South Peninsula Hospital currently has over \$8 million dollars of unobligated Plant Replacement and Expansion Funds being held at the borough; and

**WHEREAS**, SPH Management would like to use Plant Replacement funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603 Parcel number: 17506205; and

**WHEREAS**, the purchase was discussed at Finance Committee on November 19, 2020.

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

1. That the South Peninsula Hospital Board of Directors approves the use of Plant Replacement and Expansion Funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603.

2. That the South Peninsula Hospital Board of Directors requests that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$315,000 for purchase price and all closing costs.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA AT ITS MEETING HELD ON THIS 2<sup>nd</sup> DAY OF DECEMBER, 2020.**

ATTEST:

  
\_\_\_\_\_  
Melissa Jacobsen, Board Secretary

  
\_\_\_\_\_  
Walter Partridge, Acting Board President

Introduced by:	Mayor
Date:	03/17/20
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-021**

**A RESOLUTION EXTENDING THE DEADLINE FOR SUBMISSION OF THE  
ANADROMOUS WATERS HABITAT PROTECTION WORK GROUP'S FINAL  
REPORT**

**WHEREAS,** an Anadromous Waters Habitat Protection Work Group ("AWHPWG") was formed by Resolution 2019-058 on November 5, 2019 and amended by Resolution 2020-09; and

**WHEREAS,** a final report is due to the planning commission by March 23, 2020, unless extended by the assembly; and

**WHEREAS,** due to delays caused by the amendment and scheduling conflicts the AWHPWG's first meeting is scheduled for March 12, 2020; and

**WHEREAS,** the AWHPWG requires additional time due to the late start in the getting the group assembled; and

**WHEREAS,** the additional time will allow the AWHPWG to hold more than one meeting for discussion, consideration, and due diligence in its review of KPB 21.18 and any issues before the work group; and

**WHEREAS,** the ASHPWG needs additional time to properly serve its purpose;

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

**SECTION 1.** The deadline for the final report of the AWHPWG to the planning commission is extended to October 13, 2020.

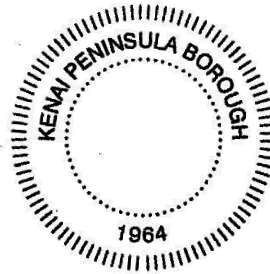
**SECTION 2.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2020.**

ATTEST:

  
Johni Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None

Introduced by:	Mayor
Date:	02/02/21
Hearing:	02/16/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-18**

**AN ORDINANCE APPROPRIATING SUPPLEMENTAL FUNDS TO SUPPORT THE  
WESTERN EMERGENCY SERVICE AREA FOR THE REMAINDER OF FISCAL  
YEAR 2021**

**WHEREAS,** on July 7, 2020, the assembly enacted Ordinance 2020-31 expanding the Anchor Point Fire and Emergency Medical Service Area (“APFEMSA”) forming the Western Emergency Service Area (“WESA”); and

**WHEREAS,** on October 6, 2020 the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

**WHEREAS,** at its meeting of December 1, 2020, the assembly confirmed the appointments to WESA in accordance with KPB 16.60.020; and

**WHEREAS,** the formation of WESA will be effective upon completion of the transfer of Ninilchik Emergency Assets to the borough on behalf of WESA as provided in Ordinance 2020-31 and amended by Ordinance 2021-49; and

**WHEREAS,** once the formation of WESA is effective, the fund balance of APFEMSA will become that of WESA; and

**WHEREAS,** fund balance of \$205,385 is being appropriated in this ordinance to support operational costs of WESA for the remainder of FY2021 in the expanded area, such as wages, building and equipment maintenance, supplies, insurance and utilities; and

**WHEREAS,** at its regular meeting of February 10, 2020, the WESA board recommended approval of this ordinance by unanimous consent;

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



**SECTION 1.** That the amount of \$205,385 is appropriated from the Western Emergency Service Area fund balance account 209.27910 to the following accounts:

209	51710	40110	Regular Wages	\$ 51,751
209	51710	40111	Special Pay	935
209	51710	40120	Temp Wages -Volunteer Stipends	8,074
209	51710	40130	Overtime Wages	6,838
209	51710	40131	FLSA Overtime	2,450
209	51710	40210	FICA	5,500
209	51710	40221	PERS	13,884
209	51710	40321	Health Insurance	22,422
209	51710	40322	Life Insurance	131
209	51710	40410	Leave	7,867
209	51710	42210	Operating Supplies	4,000
209	51710	42220	Fire/Medical/Rescue Supplies	4,200
209	51710	42230	Fuel, Oils and Lubricants	5,000
209	51710	42250	Uniforms	2,000
209	51710	42263	Training Supplies	900
209	51710	42310	Repair/Maintenance Supplies	900
209	51710	42360	Motor Vehicle Repair	1,000
209	51710	42410	Small Tools & Equipment	2,500
209	51710	43011	Contractual Services	5,000
209	51710	43014	Physical Examinations	2,000
209	51710	43019	Software Licensing	1,500
209	51710	43110	Communications	5,000
209	51710	43140	Postage and Freight	500
209	51710	43210	Transport/Subsistence	500
209	51710	43260	Training	2,500
209	51710	43510	Insurance Premium	25,000
209	51710	43610	Utilities	5,000
209	51710	43720	Equipment Maintenance	2,000
209	51710	43750	Vehicle Maintenance	1,000
209	51710	43780	Buildings/Grounds Maintenance	3,500
209	51710	43920	Dues and Subscriptions	250
209	51710	48710	Minor Office Equipment	3,500
209	51710	48720	Minor Office Furniture	1,000
209	51710	48740	Minor Machines & Equipment	4,000
209	51710	48750	Minor Medical Equipment	500
209	51710	61990	Admin Service Fee	2,283
				<b>\$ 205,385</b>

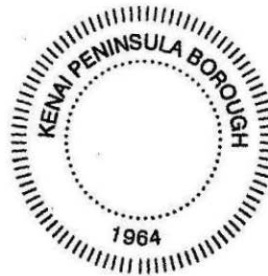
**SECTION 3.** That upon enactment this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Jon Marsh, Western Emergency Service Area Chief *JM*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** January 21, 2021

**SUBJECT:** Ordinance 2020-19- 18, Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)

---

On July 7, 2020, the assembly enacted Ordinance 2020-31 expanding the Anchor Point Fire and Emergency Medical Service Area ("APFEMSA") and forming the Western Emergency Service Area ("WESA"). On October 6, 2020, the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31.

With the WESA expansion effective upon transfer of assets from Ninilchik Emergency Services, Inc. to the newly expanded service area, WESA will require an appropriation of funds from fund balance to support expenditure needs until June 30, 2021.

This ordinance appropriates \$205,385 into various accounts listed in the ordinance. This amount will support additional operational costs of the expanded service area for the remainder of fiscal year 2021.

Your consideration is appreciated.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>209.29710</u>
Amount:	<u>\$205,385</u>
By: <u>PP</u>	Date: <u>1/21/2021</u>

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

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

**THRU:** Johni Blankenship, Borough Clerk (JB)

**FROM:** Michele Turner, Deputy Borough Clerk (MT)

**DATE:** February 16, 2021

**RE:** Ordinance 2020-19-18: Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)

---

The Western Emergency Service Area (WESA) board addressed the ordinance. Please amend the last Whereas clauses to read:

**"WHEREAS,** at its regular meeting of February 10, 2020, the WESA board recommended approval of this ordinance by unanimous consent."

Thank you.

Introduced by:	Johnson
Date:	06/02/20
Hearing:	07/07/20
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	10/13/20
Action:	Ratified by the Voters at the 10/06/20 Election
Vote:	Proposition 1A: Yes 319; 67.58% No 153; 32.42% Proposition 1B: Yes 472; 66.95% No 233; 33.05%

## KENAI PENINSULA BOROUGH ORDINANCE 2020-31

### AN ORDINANCE EXPANDING THE ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA BOUNDARIES TO INCLUDE THE NINILCHIK AREA

- WHEREAS,** since fire and emergency medical service area boundaries should reflect the usage of the communities they serve, it makes sense to examine them periodically to allow for changes; and
- WHEREAS,** Ninilchik Emergency Services ("NES") has provided fire protection and emergency medical services to the Ninilchik community since 1978; and
- WHEREAS,** the Anchor Point Fire and Emergency Medical Service Area ("APFEMSA") was established in 1983 to provide fire protection and ambulance service to the Anchor Point area; and
- WHEREAS,** both NES and APFEMSA work diligently to provide fire and emergency protection to their communities; and
- WHEREAS,** the APFEMSA board has tried to expand their services and increase staffing for the fire station in an effort to better serve their community; and
- WHEREAS,** recent changes in Ninilchik have highlighted the need for Ninilchik to expand its fire and emergency services; and
- WHEREAS,** both Ninilchik and Anchor Point have a long and documented history of working together and assisting each other during times of need; and
- WHEREAS,** forming an independent fire and emergency medical service area would be cost prohibitive in Ninilchik; and

**WHEREAS** funding for Ninilchik independently is estimated to necessitate a mil rate of 5.75 in order to provide for a staff of three plus sufficient funding for basic equipment and minimal fund balance; and

**WHEREAS,** the two communities would be able to leverage their years of expertise and training to create a more comprehensive coverage area benefiting both communities; and

**WHEREAS,** on March 17, 2020, the Ninilchik-Anchor Point Joint Service Area Work Group ("NAPJSAWG") was established by KPB resolution 2020-025 as a result of the February 6, 2020 town hall meeting in Ninilchik; and

**WHEREAS** the group was tasked with researching and making recommendations regarding whether Ninilchik should have its own service area, attempt to join APFEMSA, or try to make adjustments and continue to operate its current volunteer service; and

**WHEREAS** at its May 15, 2020 meeting the NAPJSAWG unanimously recommended that a question be placed on the October 6, 2020 ballot proposing to combine APFEMSA with the area currently being served by NES;

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

**SECTION 1.** That the title of KPB Chapter 16.60 is hereby amended as follows:

**CHAPTER 16.60. [ANCHOR POINT FIRE AND EMERGENCY MEDICAL]  
WESTERN EMERGENCY SERVICE AREA**

**SECTION 2.** That KPB 16.60.010 is hereby replaced as follows:

**16.60.010. Established Boundaries**

There is established a service area within the borough, designated the "[ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area," including that portion of the borough described as follows:

All of the following referenced to the Seward Meridian, Alaska:

Commencing at the section corner common to sections 2, 3, 10, and 11, T3S, R16W;

Thence east along the section line to the range line common to R15W and R16W;

Thence north along said range line to the baseline at the northwest corner of T1S, R15W;

Thence east along the baseline to the southeast corner of T1N, R15W;

Thence north along the range line common to R14W and R15W to the northeast corner T1N, R15W;

Thence east along the township line to the corner common to Sections 32 and 33, T2N, R11W, and Sections 4 and 5, T1N, R11W;

Thence south along the section line to the intersection with the baseline;

Thence east along the baseline to the northeast corner Section 2, T1S, R11W;

Thence south along the section line to the corner common to Sections 35 & 36, T2S, R11W, and Sections 1 and 2, T3S, R11W;

Thence west along the township line common to T2S and T3S to the corner of T2S, R11 and 12W, and T3S, R11 and 12W;

Thence south along the range line common to R11W and R12W to the corner of Sections 30 and 31, T4S, R11W, and Sections 25 and 36, T4S, R12W;

Thence continuing south along said range line to the point of intersection of the line common to Section 31, T4S, R11W, and Section 36, T4S, R12W and the thread of the Anchor River;

Thence westerly along the thread of the Anchor River to the point of intersection with the line common to Sections 28 and 29, T5S, R14W;

Thence south along said common line and continuing along the line common to Sections 32 and 33, T5S, R14W, to the north 1/16 th corner common to said Sections 32 and 33, T5S, R14W;

Thence west along the north 1/16 th line through Section 32 and continuing through Section 31 to the north 1/16 th corner of Section 31 on the range line common to T5S, R14W and T5S, R15W;

Thence west along the north 1/16 th line through Section 36, T5S, R15W and continuing through Section 35, T5S, R15W to the Mean High Water of Cook Inlet;

Thence from the latitude of the intersection of the north 1/16 th line of Section 35, T5S, R15W and the MHW of Cook Inlet due west to the west edge of T5S, R15W;

Thence north along the line between R15W and R16W to the northwest corner of T5S, R15W;

Thence west along the line between T5S and T4S to the southwest corner of Section 35, T4S, R16W;

Thence north to the section corner common to sections 2, 3, 10, and 11, T3S, R16W, the true point of beginning.

Map Attached

**SECTION 3.** That KPB 16.60.020 is hereby amended as follows:

**16.60.020. Board of Directors**

- (a.) There is established a board of directors for the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area composed of [5] five members, two of whom shall be residents of Anchor Point, two of whom shall be residents of Ninilchik and one of whom may be a resident from either community. All members [WHO SHALL BE RESIDENTS OF THE SERVICE AREA AND] shall be appointed by the mayor and confirmed by the assembly. Up to one board member may also serve as a volunteer firefighter and/or emergency medical service provider for the service area without compensation except that which is ordinarily provided to such volunteers.
- (b.) The board shall meet periodically at regular and special meetings called by the Board. All meetings shall be open to the public as provided by law.

**SECTION 4.** That KPB 16.60.020 is hereby amended as follows:

**16.60.090. Ambulance Billing**

Revenues collected from ambulance billing by the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area as approved by the assembly pursuant to KPB 1.26.010 shall be recorded as revenue within that service area.

**SECTION 5.** Add a new section to KPB 16.60 as follows:

**16.60.100. Mill Levy**

No mill levy in excess of 2.95 mills shall be levied on behalf of the service area unless an increase is approved by the assembly during the budgetary process.

**SECTION 6.** That the following proposition shall be placed before the voters of the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area and the voters residing within the remaining areas described in section 2 of this ordinance at the regular election to be held on October 6, 2020:



**PROPOSITION:**

Shall the Kenai Peninsula Borough be authorized to exercise powers to provide fire protection and emergency medical services through the expansion of the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area as defined by Section 2 of Ordinance 2020-31?

YES ☐ A yes vote approves the expansion of the Anchor Point Fire and Emergency Medical Services Area into the Ninilchik Area.

NO ☐ A no vote would prohibit the expansion of the Anchor Point Fire and Emergency Medical Service Area into the Ninilchik area.


**SECTION 7.** That section 5 of this ordinance takes effect immediately upon enactment of this ordinance. Sections 1, 2, 3 4, 6 and 7 of this ordinance shall take effect only upon approval by the majority of the voters residing in both the Anchor Point Fire Service Area and the majority of the voters residing in the proposed expanded boundaries area outside the boundaries of the Anchor Point Fire Service Area voting on the question during the regular KPB election scheduled for October 6, 2020.

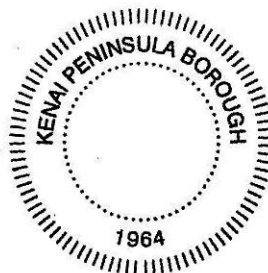
**SECTION 8.** That this ordinance shall also only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the Anchor Point Ninilchik Fire and Emergency Medical Service Area on or before January 31, 2021.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF JULY, 2020.**

ATTEST:

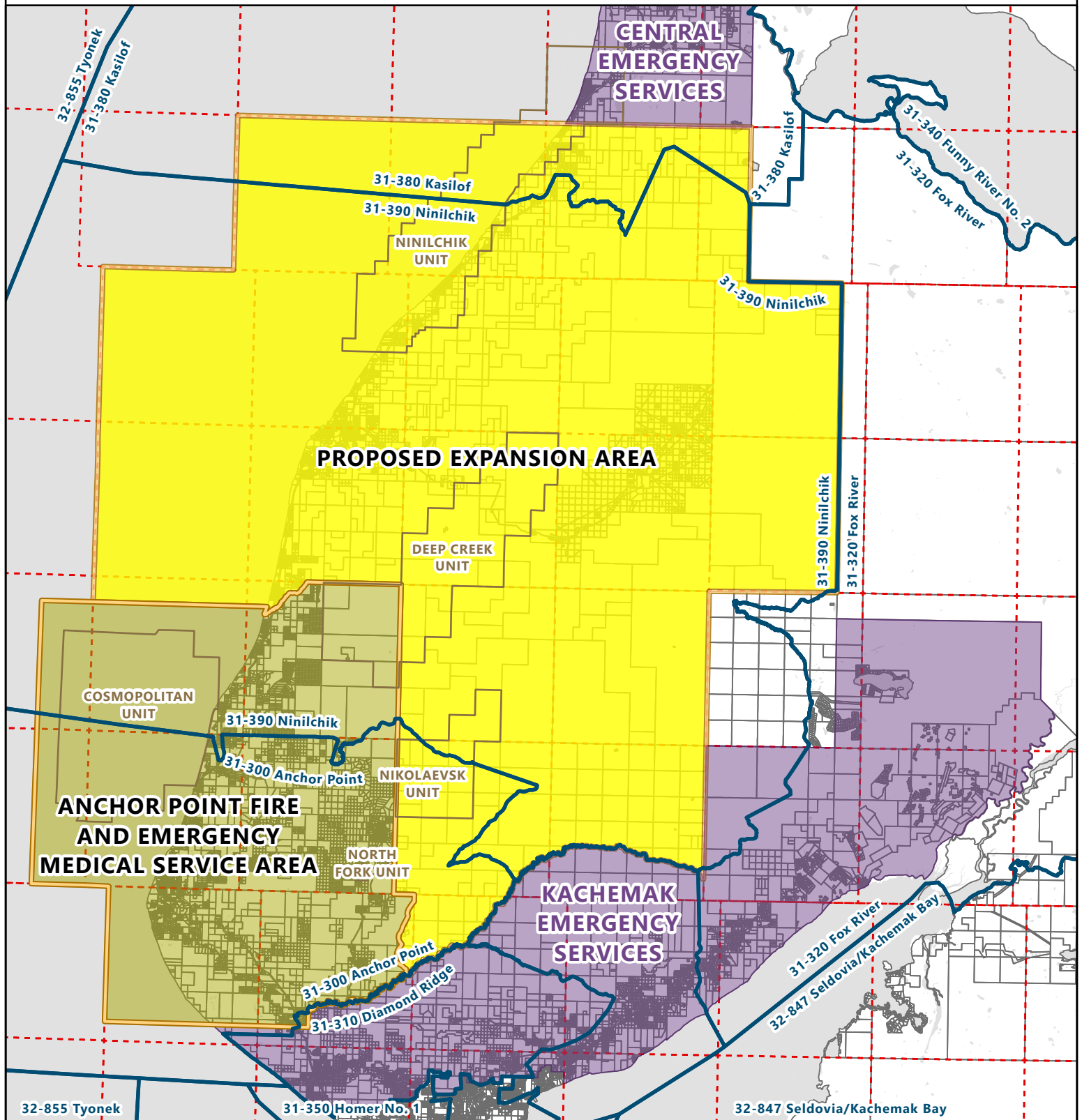
  
Johni Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None

# PROPOSED ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA EXPANSION



 **PROPOSED EXPANSION AREA**

**EXISTING FIRE AND EMERGENCY SERVICE AREAS**

 **ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA**

 **CENTRAL EMERGENCY SERVICES**

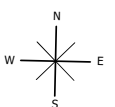
 **KACHEMAK EMERGENCY SERVICES**

 **VOTER PRECINCTS**

 **OIL AND GAS UNITS**

 **TOWNSHIP LINES**

 **PARCELS**



0 5 Miles

Introduced by:	Mayor
Date:	12/01/20
Hearing:	01/05/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-49**

**AN ORDINANCE APPROVING THE TRANSFER OF ASSETS FROM NINILCHIK  
EMERGENCY SERVICES, INC. TO THE BOROUGH ON BEHALF OF THE NEWLY  
EXPANDED FIRE & EMERGENCY MEDICAL SERVICE AREA AND EXTENDING  
THE DEADLINE FOR COMPLETION OF THE TRANSFER OF ASSETS**

**WHEREAS,** Ordinance 2020-31 expanded the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) boundaries to include the Ninilchik area subject to approval by the voters residing in the APFEMSA and also by voters residing in the proposed expanded boundaries outside of APFEMSA in the October 6, 2020 regular borough election; and

**WHEREAS,** the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

**WHEREAS,** Section 8 of Ordinance 2020-31 also provided that the ordinance shall only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the newly expanded fire and emergency medical service Area on or before January 31, 2021; and

**WHEREAS,** Ninilchik Emergency Services, Inc. is willing to transfer these assets to the borough on behalf of the new service area before January 31, 2021; and

**WHEREAS,** the best interests of the borough would be served by authorizing the transfer of these assets to the borough on behalf of the new service area approved by the voters;

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

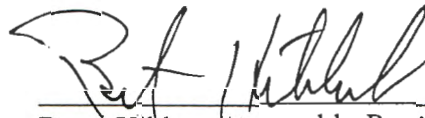
**SECTION 1.** That the Borough Mayor is authorized to execute any preliminary documents necessary for the borough to accept the transfer of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department from NES on behalf of the newly expanded service area called the Western Emergency Service Area, subject to inspection and approval of the property by the borough administration. A list of the property proposed to be transferred to the borough, subject to borough approval, is attached hereto as Attachment A and incorporated

herein by reference. The final transfer agreement and list of property will be presented to the assembly for approval before the transfer deadline.

**SECTION 2.** That the deadline in Section 8 of Ordinance 2020-31 for the transfer of free and clear title, ownership and possession of all real and personal property located in and obtained for the use at or by the Ninilchik Fire Department to the borough on behalf of the Western Emergency Service Area is extended from January 31, 2021 to April 20, 2021. The failure to transfer said assets as described shall render the creation of the Western Emergency Service Area null and void.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF JANUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk

Yes:	Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No:	None
Absent:	None

Introduced by:	Mayor
Date:	02/02/21
Hearing:	02/16/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-04**

**AN ORDINANCE APPROVING THE TRANSFER OF ASSETS FROM NINILCHIK  
EMERGENCY SERVICES, INC. TO THE KENAI PENINSULA BOROUGH ON  
BEHALF OF THE NEWLY EXPANDED FIRE & EMERGENCY MEDICAL SERVICE  
AREA**

**WHEREAS,** Ordinance 2020-31 expanded the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) boundaries to include the Ninilchik area subject to approval by the voters residing in the APFEMSA and also by voters residing in the proposed expanded boundaries outside of APFEMSA in the October 6, 2020 regular borough election; and

**WHEREAS,** the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

**WHEREAS,** Section 8 of Ordinance 2020-31 also provided that the ordinance shall only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the newly expanded fire and emergency medical service area on or before January 31, 2021; and

**WHEREAS,** Ordinance 2020-49 extended the deadline for the transfer of assets to April 20, 2021; and

**WHEREAS,** NES has agreed to execute a Purchase Agreement to transfer free and clear title, ownership, and possession of all real and personal property located in and obtained for use by the Ninilchik Fire Department to the Kenai Peninsula Borough (Borough) for the sum of ten dollars (\$10.00), not to include costs associated with the sale or transfer of the assets; and

**WHEREAS,** the conditions of the transfer were memorialized in a Purchase Agreement negotiated between the Borough and NES; and

**WHEREAS,** Borough employees have inventoried and inspected the assets; and

**WHEREAS,** the best interests of the Borough would be served by authorizing the transfer of these assets to the Borough on behalf of the new service area approved by the voters; and

**WHEREAS,** as stated in Ordinance 2020-31, upon the transfer of assets, the Anchor Point Fire and Emergency Service Area shall be expanded to encompass the areas approved by the voters on October 6, 2020; and

**WHEREAS,** also as stated in Ordinance 2020-31, upon the expansion of the service area, it shall be renamed the Western Emergency Service Area (WESA); and

**WHEREAS,** the WESA board at its special meeting held on December 17, 2020, voted unanimously to approve the Purchase Agreement; and

**WHEREAS,** the Planning Commission at its regularly scheduled meeting held on February 8, 2021, recommended approval by unanimous consent;

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

**SECTION 1.** That the Borough Mayor is authorized to enter into a Purchase Agreement, substantially in the form of the Purchase Agreement attached hereto and incorporated herein by reference, of the real and personal property located in Ninilchik, Alaska as described in Attachment A to the Purchase Agreement.

**SECTION 2.** That the sale price, not including all associated closing costs, shall not exceed ten dollars (\$10.00).

**SECTION 3.** That as a part of this transfer, all assets shall be free and clear of any liens and encumbrances.

**SECTION 4.** The sum of ten dollars (\$10.00) is available in account 209.51410.48620 for the acquisition of NES assets as authorized by this ordinance.

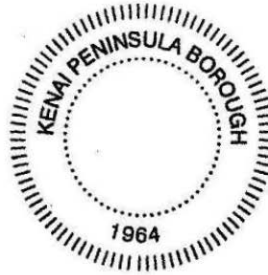
**SECTION 5.** That this ordinance shall take effect immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None



## PURCHASE AGREEMENT

This Agreement is made on this \_\_\_\_ day of February, 2021 by and between the Kenai Peninsula Borough, a State of Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as the Borough”) and Ninilchik Emergency Services, an Alaska nonprofit corporation, whose address is PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as “NES”).

**WHEREAS**, NES is a nonprofit corporation organized to provide fire and emergency medical services in the Ninilchik area; and

**WHEREAS**, NES is the owner of real property located in the Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

TRACT A OF ALASKA STATE LAND SURVEY NO. 2010-20, CONTAINING 3.502 ACRES,  
MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE HOMER  
RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ON AUGUST  
27, 2012, AS PLAT 2012-31

and

LOT ONE, COOPER-ENGLE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT  
THEREOF, FILED UNDER PLAT NO. 97-9, RECORDS OF THE HOMER RECORDING  
DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

hereinafter “the Property”; and

**WHEREAS**, during the regular October 6, 2020 borough election the voters of the proposed expanded boundary outside the boundaries of the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the voters of the APFEMSA approved passage of Proposition No. 1 which approved expanding the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area and creating a new service area to be called the Western Emergency Service Area (WESA); and

**WHEREAS**, as a condition of the new service area taking effect, NES agrees to transfer free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the new service area; and

**WHEREAS**, the Borough is willing to accept the property, which is located within the newly established service area along with certain equipment and supplies as described in **Exhibit A**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Borough and NES have negotiated additional terms and conditions to ensure that the Property is primarily used to provide fire and emergency medical services to the Ninilchik community, firefighting and emergency medical services equipment, and that it will be manned by WESA personnel; and

**WHEREAS**, the Borough agrees to adequately staff both stations with paid staff and volunteers as necessary for proper operation and to ensure adequate coverage of the entire service area; and

**WHEREAS**, during the initial transition hiring, the Borough agrees to provide current NES employees and volunteers the opportunity to apply as internal applicants; and

**WHEREAS**, in consideration of the promises herein contained, NES hereby agrees to transfer to the Borough, and the Borough hereby agrees to accept from NES, the Property and the equipment described in Exhibit A and to use and operate the equipment and facility on the Property on the terms and conditions as set forth below.

1. PURCHASE PRICE

The purchase price of the Property and equipment listed in Exhibit A shall be TEN dollars and no cents (\$10.00) to be paid at the time of closing.

2. TITLE

Title to the real property shall be delivered at time of closing by warranty deed which shall be issued to the Borough. Title shall be subject to reservations, easements, rights-of-way, covenants, conditions, and restrictions of record. Title to personal property shall be delivered at time of closing by Bill of Sale or other applicable document.

3. ESCROW AND CLOSING COSTS

In addition to the purchase price, the Borough agrees to pay for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, and recording fees. All costs must be paid in full at the time of closing.

4. CLOSING

Unless otherwise agreed in writing, and approved by the Assembly by ordinance, closing will occur prior to February 28, 2021. At closing, the Borough will pay the purchase price and any

remaining unpaid closing costs. Both parties will execute all documents required to complete the conditions of this Purchase Agreement.

5. POSSESSION

Possession shall be delivered to the Borough at time of recording. Recording shall be accomplished no later than April 20, 2021.

6. PERSONNEL

Upon recording of title, the Borough shall staff the NES station in accordance with the staffing plan approved by the borough administration which shall be developed in consultation with the Western Emergency Service Area Board and subject to funding appropriated by the Assembly. All new borough positions must first be approved by the assembly per KPB 3.04.100. Thereafter staffing and funding levels shall continue to be as determined by the borough administration in consultation with the Board provided that staffing remains within both the funding and position limits approved by the Assembly.

7. HAZARDOUS MATERIALS

- A. NES covenants and agrees that no hazardous substances or wastes have been located on or stored on the property, or any adjacent property, nor shall any such substance be owned, stored, used, or disposed of on the property or any adjacent property by NES, its agents, employees, contractors, or invitees, prior to the Borough's ownership, possession, or control of the property.
- B. NES covenants and agrees that if the presence of hazardous material on the property is caused or permitted by NES, its agents, employees, contractors, or invitees, or if contamination of the property by hazardous material otherwise occurs on the property prior to closing, NES shall defend, indemnify, and hold harmless the Borough from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, (including, but not limited to, sums paid in the settlement of claims, attorney's fees, consultant fees and expert fees) which may arise as a result of such contamination. This defense and indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local government or under the property. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, State of Alaska, or the United States Government.

8. RIGHT OF FIRST REFUSAL

The Borough shall maintain the Station and associated assets in a safe and useable condition which shall include, but not be limited to, providing preventative maintenance, repairing

damage, and responding to maintenance concerns. In the event the Borough elects to permanently close the NES station or in the event the voters elect to abolish the Western Emergency Service Area, it is agreed that NES shall have the first right of refusal to purchase the property and equipment under the same terms and conditions as the Borough purchased them from NES, except that the borough shall not be responsible for repairing any damages to the assets occurring prior to its possession of the assets or cleaning up of any hazardous materials located on the premises at the time of transfer to the borough.

#### 9. BREACH AND REMEDIES

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto prior to the closing of the sale, and such default continues ten (10) or more days after written notice of default, the non-defaulting party may cancel this Agreement or take any legal action for damages or recovery of the property.

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto after the closing of the sale, and such default continues ten (10) or more days after written notice of the default, the non-defaulting party may enforce the terms and conditions of this Agreement through equitable remedies including specific performance and injunctive relief. In the case of default after closing, no improvements may be removed during the time that the contract is in default. This provision shall survive the execution of sale documents and shall continue in full force and effect until either the parties agree otherwise, in writing, or ten (10) years from the date of execution of this Agreement, whichever shall occur first.

#### 10. ENTIRE AGREEMENT

This Agreement and the document(s) referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions, or deletions hereto must be made in writing and signed by both the Borough and NES or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale and of the Agreement to operate the station, and shall continue in full force and effect until the Agreement is terminated.

#### 11. NOTICES

Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by certified mail, addressed to the other party at the address shown herein. However, either party may designate, in writing, such other address to which such notice or demand shall thereafter be so given, made, or mailed. A notice given hereunder shall be deemed received three (3) calendar days after deposit in a U.S. general or branch post office by the addressor.

Kenai Peninsula Borough  
Attn: Legal Department  
144 N. Binkley Street  
Soldotna, AK 99669

Ninilchik Emergency Services  
Attn: Board President  
PO Box 39446  
Ninilchik, AK 99639

## 12. MISCELLANEOUS

- A. Not Residential Property. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfer Act, AS 34.70.010, et. seq.
- B. Time. Time is of the essence in performance of each and every provision of this Agreement.
- C. Cancellation. This Agreement, while in good standing, may be canceled, in whole or in part prior to the Deed being recorded, upon the mutual written agreement by the parties.
- D. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- E. Written Waiver. Failure of either party to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of that party to enforce the same in the event of any subsequent breach or default.
- F. Severability. If any action or clause in this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- G. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of each party thereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.
- H. Construction. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

## 13. COUNTERPARTS

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date and year first above written.

## NINILCHIK EMERGENCY SERVICES (NES)

KENAI PENINSULA BOROUGH

Katherine Covey, President

Charlie Pierce, Mayor

Catherine Laky, Secretary

ATTEST:

**Johni Blankenship, Borough Clerk**

Approved as to form and Legal Sufficiency

Patty Burley, Deputy Borough Atty.

## **CORPORATE ACKNOWLEDGMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Katherine Covey, President of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

(Notary Seal)

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Catherine Laky, Secretary of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

(Notary Seal)

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

## KPB ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

(Notary Seal)

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

# Kenai Peninsula Borough

## Legal Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*

**FROM:** Patty Burly, Deputy Borough Attorney *PB*

**DATE:** February 4, 2021

**SUBJECT:** Amendment to Ordinance 2021-04, Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor) (Hearing on 03/02/21)

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This ordinance, if approved, transfers assets from Ninilchik Emergency Services, Inc., (NES) to the borough on behalf of the newly expanded Western Emergency Service Area. Closing is scheduled for February 19, 2021 with recording and go live scheduled for February 22, 2021.

However, one item that will require time to complete post-closing is the registration of the wastewater systems (domestic water and non-domestic water). While NES has been diligent in its efforts to complete the registration with the State of Alaska, Department of Environmental Conservation, this process is a lengthy one that often takes a significant period of time. Realistically, it is not expected to be completed until sometime in June of this year.

All other steps have been completed and the parties are ready to begin the service area. The amendments requested below will authorize the mayor to enter into the attached agreement to protect the borough and ensure the process is completed while not needlessly delaying the closing.

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

- Insert a new eleventh whereas clause, as follows:

**WHEREAS, it was recently discovered that the wastewater systems for both domestic and non-domestic wastewater will need to be registered with the State of Alaska Department of Environmental Conservation after the assets have been transferred to the borough; and**



February 4, 2021  
Page 2 of 2  
RE: Amendment to O2021-04

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➤ Amend Section 1, as follows:

**SECTION 1.** That the Borough Mayor is authorized to enter into a Purchase Agreement and an Agreement for Registration of Wastewater Systems, substantially in the form of the ~~[Purchase A]~~agreements attached hereto and incorporated herein by reference ~~[, of the real and personal property located in Ninilchik, Alaska as described in Attachment A to the Purchase Agreement]~~.

➤ Amend Section 3, as follows:

**SECTION 3.** That as a part of this transfer, all assets shall be free and clear of any liens and encumbrances, except that the parties agree to cooperate in registering the wastewater systems for both domestic and non-domestic wastewater located at the former NES station as soon as reasonably possible.

Your consideration is appreciated.

**REGISTRATION OF WASTEWATER SYSTEMS AGREEMENT  
BETWEEN  
KENAI PENINSULA BOROUGH AND  
NINILCHIK EMERGENCY SERVICES**

This Agreement is made on this \_\_\_\_ day of February, 2021 by and between the Kenai Peninsula Borough, a State of Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as the Borough") and Ninilchik Emergency Services, an Alaska nonprofit corporation, whose address is PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as "NES").

**WHEREAS**, the parties have agreed to enter into a Purchase Agreement simultaneously with this document for the purchase of a fire department located in Ninilchik, Alaska at

TRACT A OF ALASKA STATE LAND SURVEY NO. 2010-20,  
CONTAINING 3.502 ACRES, MORE OR LESS, ACCORDING TO THE  
SURVEY PLAT RECORDED IN THE HOMER RECORDING DISTRICT,  
THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ON AUGUST 27, 2012,  
AS PLAT 2012-31

**WHEREAS**, during inspections of and preparation for closing on the fire department, the parties noted that registration of the (1) domestic wastewater system and the (2) non-domestic wastewater system with the State of Alaska, Department of Environmental Conservation had inadvertently not been completed; and

**WHEREAS**, NES has agreed to correct this oversight of the wastewater systems registration requirement but the process will extend past the date of closing on the building; and

**WHEREAS**, this agreement memorializes the requirement that NES complete the registration of the wastewater systems as a condition of the Purchase Agreement; and

**WHEREAS**, in consideration of the promises contained in the Purchase Agreement, NES hereby agrees to complete the wastewater system registrations with the State of Alaska per the terms and conditions set forth below.

**1. Responsibilities of Ninilchik Emergency Services.**

NES will provide all required domestic and non-domestic wastewater records as required by the State of Alaska, Department of Environmental Conservation required for registration of the wastewater systems at the Ninilchik Fire Department.

NES shall complete the registration of the wastewater systems no later than **June 30, 2021**.

2. Responsibilities of the Kenai Peninsula Borough.

None.

3. Time is of the essence in performance of this Agreement. The parties agree that they closed on a separate Purchase Agreement in good faith based on NES' promises to complete the registration.

4. Penalty for Failure to Register by the Deadline. Should NES fail to register both wastewater systems by the June 30, 2021 deadline and fail to request a written extension of the deadline from both the Borough and the State of Alaska no later than June 15, 2021, NES agrees to pay the Borough a late fee of One (\$1) dollar for each month or partial month it fails to complete the registration.

5. COUNTERPARTS. This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date and year first above written.

NINILCHIK EMERGENCY SERVICES (NES)

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Katherine Covey, President

\_\_\_\_\_  
Charlie Pierce, Mayor

\_\_\_\_\_  
Catherine Laky, Secretary

Approved as to form and Legal  
Sufficiency

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

ATTEST:

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

## CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Katherine Covey, President of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

Notary Seal

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Catherine Laky, Secretary of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

Very Sincerely,

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

## KPB ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

*Journal of Management Education* 30(6)

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

# Kenai Peninsula Borough

## Planning Department

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### MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor

FROM: Melanie Aeschliman, Planning Director

DATE: February 10, 2021

RE: Ordinance 2021-04, Approving the transfer of assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on behalf of the newly expanded fire and emergency medical service area.

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The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled February 8, 2020 meeting.

A motion passed by unanimous vote (9 Yes, 0 No, 2 Absent) to recommend approval of Ordinance 2021-04

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Planning Commission at its regularly scheduled meeting held on February 8, 2021 recommended approval by unanimous vote.

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

Kenai Peninsula Borough  
Legal Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Patty Burley, Deputy Borough Attorney *PB*

**DATE:** January 21, 2021

**SUBJECT:** Ordinance 2021-04, Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor)

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During the October 6, 2020 Kenai Peninsula Borough regular election the voters in the Anchor Point Fire Emergency Medical Service Area (APFEMSA) and the voters in Ninilchik and other surrounding areas approved the expansion of APFEMSA to include the surrounding areas as described in Ordinance 2020-31. The new service area will be called the Western Emergency Service Area.

Ninilchik Emergency Services (NES) is the nonprofit organization that established, built, funded, and operated the Ninilchik Fire Department since 1981. One of the final steps for the Western Emergency Service Area to be established is for NES to transfer free and clear title, ownership, and possession of all real and personal property located in the NES area, or obtained for use at or by the Ninilchik Fire Department, to the borough on behalf of the newly expanded service area.

This ordinance approves the transfer of such assets and authorizes the borough Mayor to accept the transfer and execute the Purchase Agreement for the borough to purchase the assets for the borough on behalf of the newly expanded service area.

Your consideration is appreciated.

**FINANCE DEPARTMENT  
ACCOUNT / FUNDS VERIFIED**

Acct. No. 209.51410.48620

Amount \$10.00

By: *PP* Date: 1/21/2021

By: *Blt*

## PURCHASE AGREEMENT

This Agreement is made on this \_\_\_\_ day of February, 2021 by and between the Kenai Peninsula Borough, a State of Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as the Borough”) and Ninilchik Emergency Services, an Alaska nonprofit corporation, whose address is PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as “NES”).

**WHEREAS**, NES is a nonprofit corporation organized to provide fire and emergency medical services in the Ninilchik area; and

**WHEREAS**, NES is the owner of real property located in the Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

TRACT A OF ALASKA STATE LAND SURVEY NO. 2010-20, CONTAINING 3.502 ACRES,  
MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE HOMER  
RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ON AUGUST  
27, 2012, AS PLAT 2012-31

and

LOT ONE, COOPER-ENGLE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT  
THEREOF, FILED UNDER PLAT NO. 97-9, RECORDS OF THE HOMER RECORDING  
DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

hereinafter “the Property”; and

**WHEREAS**, during the regular October 6, 2020 borough election the voters of the proposed expanded boundary outside the boundaries of the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the voters of the APFEMSA approved passage of Proposition No. 1 which approved expanding the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area and creating a new service area to be called the Western Emergency Service Area (WESA); and

**WHEREAS**, as a condition of the new service area taking effect, NES agrees to transfer free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the new service area; and



**WHEREAS**, the Borough is willing to accept the property, which is located within the newly established service area along with certain equipment and supplies as described in **Exhibit A**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Borough and NES have negotiated additional terms and conditions to ensure that the Property is primarily used to provide fire and emergency medical services to the Ninilchik community, firefighting and emergency medical services equipment, and that it will be manned by WESA personnel; and

**WHEREAS**, the Borough agrees to adequately staff both stations with paid staff and volunteers as necessary for proper operation and to ensure adequate coverage of the entire service area; and

**WHEREAS**, during the initial transition hiring, the Borough agrees to provide current NES employees and volunteers the opportunity to apply as internal applicants; and

**WHEREAS**, in consideration of the promises herein contained, NES hereby agrees to transfer to the Borough, and the Borough hereby agrees to accept from NES, the Property and the equipment described in Exhibit A and to use and operate the equipment and facility on the Property on the terms and conditions as set forth below.

1. PURCHASE PRICE

The purchase price of the Property and equipment listed in Exhibit A shall be TEN dollars and no cents (\$10.00) to be paid at the time of closing.

2. TITLE

Title to the real property shall be delivered at time of closing by warranty deed which shall be issued to the Borough. Title shall be subject to reservations, easements, rights-of-way, covenants, conditions, and restrictions of record. Title to personal property shall be delivered at time of closing by Bill of Sale or other applicable document.

3. ESCROW AND CLOSING COSTS

In addition to the purchase price, the Borough agrees to pay for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, and recording fees. All costs must be paid in full at the time of closing.

4. CLOSING

Unless otherwise agreed in writing, and approved by the Assembly by ordinance, closing will occur prior to February 28, 2021. At closing, the Borough will pay the purchase price and any



remaining unpaid closing costs. Both parties will execute all documents required to complete the conditions of this Purchase Agreement.

5. POSSESSION

Possession shall be delivered to the Borough at time of recording. Recording shall be accomplished no later than April 20, 2021.

6. PERSONNEL

Upon recording of title, the Borough shall staff the NES station in accordance with the staffing plan approved by the borough administration which shall be developed in consultation with the Western Emergency Service Area Board and subject to funding appropriated by the Assembly. All new borough positions must first be approved by the assembly per KPB 3.04.100. Thereafter staffing and funding levels shall continue to be as determined by the borough administration in consultation with the Board provided that staffing remains within both the funding and position limits approved by the Assembly.

7. HAZARDOUS MATERIALS

- A. NES covenants and agrees that no hazardous substances or wastes have been located on or stored on the property, or any adjacent property, nor shall any such substance be owned, stored, used, or disposed of on the property or any adjacent property by NES, its agents, employees, contractors, or invitees, prior to the Borough's ownership, possession, or control of the property.
- B. NES covenants and agrees that if the presence of hazardous material on the property is caused or permitted by NES, its agents, employees, contractors, or invitees, or if contamination of the property by hazardous material otherwise occurs on the property prior to closing, NES shall defend, indemnify, and hold harmless the Borough from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, (including, but not limited to, sums paid in the settlement of claims, attorney's fees, consultant fees and expert fees) which may arise as a result of such contamination. This defense and indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local government or under the property. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, State of Alaska, or the United States Government.

8. RIGHT OF FIRST REFUSAL

The Borough shall maintain the Station and associated assets in a safe and useable condition which shall include, but not be limited to, providing preventative maintenance, repairing

damage, and responding to maintenance concerns. In the event the Borough elects to permanently close the NES station or in the event the voters elect to abolish the Western Emergency Service Area, it is agreed that NES shall have the first right of refusal to purchase the property and equipment under the same terms and conditions as the Borough purchased them from NES, except that the borough shall not be responsible for repairing any damages to the assets occurring prior to its possession of the assets or cleaning up of any hazardous materials located on the premises at the time of transfer to the borough.

#### 9. BREACH AND REMEDIES

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto prior to the closing of the sale, and such default continues ten (10) or more days after written notice of default, the non-defaulting party may cancel this Agreement or take any legal action for damages or recovery of the property.

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto after the closing of the sale, and such default continues ten (10) or more days after written notice of the default, the non-defaulting party may enforce the terms and conditions of this Agreement through equitable remedies including specific performance and injunctive relief. In the case of default after closing, no improvements may be removed during the time that the contract is in default. This provision shall survive the execution of sale documents and shall continue in full force and effect until either the parties agree otherwise, in writing, or ten (10) years from the date of execution of this Agreement, whichever shall occur first.

#### 10. ENTIRE AGREEMENT

This Agreement and the document(s) referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions, or deletions hereto must be made in writing and signed by both the Borough and NES or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale and of the Agreement to operate the station, and shall continue in full force and effect until the Agreement is terminated.

#### 11. NOTICES

Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by certified mail, addressed to the other party at the address shown herein. However, either party may designate, in writing, such other address to which such notice or demand shall thereafter be so given, made, or mailed. A notice given hereunder shall be deemed received three (3) calendar days after deposit in a U.S. general or branch post office by the addressor.

Kenai Peninsula Borough  
Attn: Legal Department  
144 N. Binkley Street  
Soldotna, AK 99669

Ninilchik Emergency Services  
Attn: Board President  
PO Box 39446  
Ninilchik, AK 99639

## 12. MISCELLANEOUS

- A. Not Residential Property. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfer Act, AS 34.70.010, et. seq.
- B. Time. Time is of the essence in performance of each and every provision of this Agreement.
- C. Cancellation. This Agreement, while in good standing, may be canceled, in whole or in part prior to the Deed being recorded, upon the mutual written agreement by the parties.
- D. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- E. Written Waiver. Failure of either party to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of that party to enforce the same in the event of any subsequent breach or default.
- F. Severability. If any action or clause in this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- G. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of each party thereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.
- H. Construction. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

## 13. COUNTERPARTS

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date and year first above written.

## NINILCHIK EMERGENCY SERVICES (NES)

KENAI PENINSULA BOROUGH

Katherine Covey, President

Charlie Pierce, Mayor

Catherine Laky, Secretary

ATTEST:

**Johni Blankenship, Borough Clerk**

Approved as to form and Legal Sufficiency

Patty Burley, Deputy Borough Atty.

## CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Katherine Covey, President of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

(Notary Seal)

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Catherine Laky, Secretary of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

(Notary Seal)

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

## KPB ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

(Notary Seal)

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

**NES INVENTORY****LAND**

Description	Address	City	State	Construction	Year built	Sq. Footage
				Type		
Ninilchik Emergency Services Station	15727 Kingsley Road	Ninilchik	AK	Class 1 - Frame	2015	8,608
Training Cabin	74155 Sterling Highway	Ninilchik	AK		1984	1451

**VEHICLES**

Description	Make	Year	VIN
Ambulance Medic 9	Ford	2010	1FDAF4HR6AEB25825
Ambulance Medic 9-2	Ford	2001	1FDXF47F71EA68875
Tanker/Pumper Tender 9-2	Freightliner	1995	1FV6HLAC3SL552479
Tanker/Pumper Tender 9	Freightliner	2007	1FVACYDC17HX48206
Pickup Utility 9	Chevy	2006	1CGHK33U56F235416
Pickup Brush 9	Chevy	2003	1GBJK39163E352491
Tanker/Pumper Engine 9-3	GMC	1985	1GDT9C4JOFV509018
Tanker/Pumper Engine 9	Pierce	1992	4P1CA02D4NA000750
Expedition (Command 9)	Ford	2008	1FMFK165X3LA75257
Utility Trailer	Aurora	2010	1A9BUI2I1685002
Big Red	Honda	2010	
Snowblance 750#	Equinox Ind.	2020	N/A

## EQUIPMENT

DESCRIPTION	MAKE	YEAR	QTY	SERIAL #
Breathing Air System	Mako	1989	1	N/A
Spreaders	Hurst	N/A	1	N/A
Shears	Hurst	N/A	1	N/A
Large Ram	Hurst	N/A	1	N/A
Small Ram	Hurst	N/A	1	N/A
Power Unit	Hurst	N/A	1	N/A
LifePak15	Physio Control	2012	1	V15-2-001603/403601
LifePak15	Physio Control	2016	1	V15-5-000584/450683
Power Gurney	Stryker	2014	1	140539264
Power Gurney	Stryker	2013	1	111240519
Lucas 3 Device	Physio Control	2020	1	3520 M844
Lucas 3 Device	Physio Control	2020	1	3520 O650
Lucas 3 Device	Physio Control	2020	1	3520 Q295
Scott 45 Air Bottles	Scott	2006	18	N/A
Scott 45 Air Bottles	Scott	2008	1	N/A
Scott 45 Air Bottles	Scott	2011	1	N/A
Scott 45 Air Bottles	Scott	2012	6	N/A
Scott Air Pack	Scott	2007	11	N/A
AED	Physio Control	2016	2	44714185/44714175
Structure Gear GXTreme	Globe	2013	4	N/A
Structure Gear GXTreme	Globe	2015	12	N/A
Structure Gear GXTreme	Globe	2019	3	N/A
Wildland Pants	CrewBoss	2020	12	N/A
Wildland Shirts	CrewBoss	2020	12	N/A
Wildland Coveralls	National	2018	20	N/A
Wildland Helmets	Bullard	2020	15	N/A
Wildland Gloves	North Star	2020	20	N/A
CPR Dummies	Laderal	2018	12	N/A

ALMR 2	Motorola	N/A	1	XTS-1500
ALMR 7	Motorola	N/A	1	APX-6000
ALMR 6	Motorola	N/A	1	APX-6000XE
Computer - Toughpads 2	Microsoft	2018		4791763453
Computer - Toughpads 2	Microsoft	2018		45405360853
APX 6000 (Unit 19)	Motorola	2018	1	481CSVD424
APX 6000 (Unit 24 & 25)	Motorola	2020	1	481CVSD425
APX 6000 (Unit 18)	Motorola	2018	1	481CSVD426
APX 6000 (Unit 14)	Motorola	2020	1	481CVSD427
APX 6000 (Unit 15)	Motorola	2018	1	481CSVD428
APX 6000 (Unit 7)	Motorola	2018	1	481CSV3411
APX 6000 (Unit 26)	Motorola	2018	1	481CSP3412
XTS 1500	Motorola	N/A	1	687TFN0104
XTS 1500 (Unit 13)	Motorola	N/A	1	687TFN0116
XTS 1500	Motorola	N/A	1	687TFY3962
XTS 1500	Motorola	N/A	1	687TFY3963
XTS 1500	Motorola	N/A	1	687TFY3965
XTS 1500	Motorola	N/A	1	687TFY3968
XTS 1500	Motorola	N/A	1	687TFW0020
XTS 1500	Motorola	N/A	1	687TFW0057
XTS 1500 (Unit 37)	Motorola	2020	1	687TFW0070
XTS 1500	Motorola	N/A	1	687TFW0072
XTS 1500	Motorola	N/A	1	687TFW0078
APX 6000XE (Unit 44)	Motorola	2018	1	756CUK0737
APX 6000XE (Unit 16)	Motorola	2019	1	756CUK0738
APX 6000XE (Unit 20)	Motorola	2018	1	756CUK0739
APX 6000XE (Unit 21)	Motorola	2020	1	756CUK0740
APX 6000XE (Unit 2)	Motorola	2020	1	756CUK0741
APX 6000XE (Unit 17)	Motorola	2019	1	756CUK0742
Flip Tip Nozzle	TFT	N/A	2	N/A
Fog Nozzle	TFT	N/A	8	N/A
Smooth Bore Nozzle	TFT	N/A	4	N/A
Blitzfire Monitor	TFT	N/A	1	N/A



35' Extension Ladder	N/A	N/A	2	N/A
24' Extension Ladder	N/A	N/A	1	N/A
14' Roof Ladder	N/A	N/A	1	N/A
10' Attic Ladder	N/A	N/A	1	N/A
18" Chainsaw MS460	Stihl	N/A	1	N/A
18" Chainsaw MS 028	Stihl	N/A	1	N/A
Power Blower PPV Fan	Tempest	N/A	1	072506086-00003
Power Blower PPV Fan	Tempest	N/A	1	5459
Pickhead axe	N/A	N/A	3	N/A
Flathead Axe	N/A	N/A	1	N/A
Pulaski	N/A	N/A	6	N/A
22 ' Folding Ladder	Little Giant	N/A	1	N/A
12' Pike Pole	N/A	N/A	2	N/A
6' Pike Pole	N/A	N/A	2	N/A
Halligan	N/A	N/A	4	N/A
Shovel	N/A	N/A	9	N/A
Wildland Packs	N/A	N/A	8	N/A
Salvage Covers	N/A	N/A	5	N/A
Floating Pump	Waterous	N/A	1	F17522
Floating Pump	Waterous	N/A	1	6091
Pump	Mark 3	N/A	1	115067
Fire Pump	CET	N/A	1	P700-17482
Suction unit	SSCOR Inc	N/A	1	D00950
Suction unit	SSCOR Inc	N/A	1	D00949
Generator	Honda	N/A	1	7 86102 001465
Combi Tool (Battery Powered)	Holmatro	N/A	1	BCT31200351
Combi Tool (Battery Powered)	Holmatro	N/A	1	BCT31200354
Microwave	GE	2015	1	VA288051A
Range	GE	2015	1	GD235335Q
Dishwasher	JET TECH	2015	1	#0020477
Refrigerator	GE	2015	1	6D304759
Washer	GE	2015	1	ZZ204468T
Washer	GE	2015	1	HA201348T

Dryer	GE	2015	1	RZ860642C
READY RACK Extractor	READY RACK	2020	1	008KWEL84812
READY RACK Dryer	READY RACK	2020	1	20FH6G106-19
Twin bed frames	N/A	2020	2	N/A
Twin Mattresses	N/A	2020	2	N/A
night stands	N/A	2020	2	N/A
dresser	N/A	3030	1	N/A
Misc. bedding	N/A	2020	2	N/A
File cabinets	N/A	2015	4	N/A
desks	N/A	2015	4	N/A
shelves wooden	N/A	2015	2	N/A
shelves metal	N/A	2015	2	N/A
metal stoarge racks	N/A	2015	3	N/A
Extra wide Blue chairs	N/A	2015	4	N/A
Dk. Grey chairs	N/A	2015	4	N/A
Blk rolling chairs	N/A	2015	8	N/A
folding/rolling chairs	N/A	2015	20	N/A
Folding tables	N/A	2015	6	N/A
Blue sofa	N/A	2015	1	N/A
leather recliner	N/A	2015	1	N/A
Television	Visio	2015	1	LSABMBH4714801
1" hose	N/A	N/A	100'	N/A
1" hose	N/A	N/A	300'	N/A
1 1/2" hose	N/A	N/A	1000'	N/A
1 1/2" hose	N/A	N/A	800'	N/A
1 1/2" hose	N/A	N/A	1000'	N/A
5" hose	N/A	N/A	150'	N/A
5" hose	N/A	N/A	150'	N/A
5" hose	N/A	N/A	100'	N/A
3" hose	N/A	N/A	100'	N/A
3" hose	N/A	N/A	400'	N/A
3" hose	N/A	N/A	800'	N/A
3" hose	N/A	N/A	450'	N/A

2 1/2" hose	N/A	N/A	800'	N/A
2 1/2" hose	N/A	N/A	950'	N/A
2 1/2" hose	N/A	N/A	400'	N/A
1 3/4" hose	N/A	N/A	700'	N/A
1 3/4" hose	N/A	N/A	200'	N/A
1 3/4" hose	N/A	N/A	400'	N/A
1 3/4" hose	N/A	N/A	800'	N/A
Smoke/CO detectors	N/A	N/A	6	N/A
Chimney brushes	N/A	N/A	2	N/A
Fire Ext. Dry Chem	N/A	N/A	9	N/A
Fire Ext. Water	N/A	N/A	5	N/A

Introduced by:	Johnson
Date:	06/02/20
Hearing:	07/07/20
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	10/13/20
Action:	Ratified by the Voters at the 10/06/20 Election
Vote:	Proposition 1A: Yes 319; 67.58% No 153; 32.42% Proposition 1B: Yes 472; 66.95% No 233; 33.05%

## KENAI PENINSULA BOROUGH ORDINANCE 2020-31

### AN ORDINANCE EXPANDING THE ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA BOUNDARIES TO INCLUDE THE NINILCHIK AREA

- WHEREAS,** since fire and emergency medical service area boundaries should reflect the usage of the communities they serve, it makes sense to examine them periodically to allow for changes; and
- WHEREAS,** Ninilchik Emergency Services ("NES") has provided fire protection and emergency medical services to the Ninilchik community since 1978; and
- WHEREAS,** the Anchor Point Fire and Emergency Medical Service Area ("APFEMSA") was established in 1983 to provide fire protection and ambulance service to the Anchor Point area; and
- WHEREAS,** both NES and APFEMSA work diligently to provide fire and emergency protection to their communities; and
- WHEREAS,** the APFEMSA board has tried to expand their services and increase staffing for the fire station in an effort to better serve their community; and
- WHEREAS,** recent changes in Ninilchik have highlighted the need for Ninilchik to expand its fire and emergency services; and
- WHEREAS,** both Ninilchik and Anchor Point have a long and documented history of working together and assisting each other during times of need; and
- WHEREAS,** forming an independent fire and emergency medical service area would be cost prohibitive in Ninilchik; and

**WHEREAS** funding for Ninilchik independently is estimated to necessitate a mil rate of 5.75 in order to provide for a staff of three plus sufficient funding for basic equipment and minimal fund balance; and

**WHEREAS,** the two communities would be able to leverage their years of expertise and training to create a more comprehensive coverage area benefiting both communities; and

**WHEREAS,** on March 17, 2020, the Ninilchik-Anchor Point Joint Service Area Work Group ("NAPJSAWG") was established by KPB resolution 2020-025 as a result of the February 6, 2020 town hall meeting in Ninilchik; and

**WHEREAS** the group was tasked with researching and making recommendations regarding whether Ninilchik should have its own service area, attempt to join APFEMSA, or try to make adjustments and continue to operate its current volunteer service; and

**WHEREAS** at its May 15, 2020 meeting the NAPJSAWG unanimously recommended that a question be placed on the October 6, 2020 ballot proposing to combine APFEMSA with the area currently being served by NES;

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

**SECTION 1.** That the title of KPB Chapter 16.60 is hereby amended as follows:

**CHAPTER 16.60. [ANCHOR POINT FIRE AND EMERGENCY MEDICAL]  
WESTERN EMERGENCY SERVICE AREA**

**SECTION 2.** That KPB 16.60.010 is hereby replaced as follows:

**16.60.010. Established Boundaries**

There is established a service area within the borough, designated the "[ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area," including that portion of the borough described as follows:

All of the following referenced to the Seward Meridian, Alaska:

Commencing at the section corner common to sections 2, 3, 10, and 11, T3S, R16W;

Thence east along the section line to the range line common to R15W and R16W;

Thence north along said range line to the baseline at the northwest corner of T1S, R15W;

Thence east along the baseline to the southeast corner of T1N, R15W;

Thence north along the range line common to R14W and R15W to the northeast corner T1N, R15W;

Thence east along the township line to the corner common to Sections 32 and 33, T2N, R11W, and Sections 4 and 5, T1N, R11W;

Thence south along the section line to the intersection with the baseline;

Thence east along the baseline to the northeast corner Section 2, T1S, R11W;

Thence south along the section line to the corner common to Sections 35 & 36, T2S, R11W, and Sections 1 and 2, T3S, R11W;

Thence west along the township line common to T2S and T3S to the corner of T2S, R11 and 12W, and T3S, R11 and 12W;

Thence south along the range line common to R11W and R12W to the corner of Sections 30 and 31, T4S, R11W, and Sections 25 and 36, T4S, R12W;

Thence continuing south along said range line to the point of intersection of the line common to Section 31, T4S, R11W, and Section 36, T4S, R12W and the thread of the Anchor River;

Thence westerly along the thread of the Anchor River to the point of intersection with the line common to Sections 28 and 29, T5S, R14W;

Thence south along said common line and continuing along the line common to Sections 32 and 33, T5S, R14W, to the north 1/16 th corner common to said Sections 32 and 33, T5S, R14W;

Thence west along the north 1/16 th line through Section 32 and continuing through Section 31 to the north 1/16 th corner of Section 31 on the range line common to T5S, R14W and T5S, R15W;

Thence west along the north 1/16 th line through Section 36, T5S, R15W and continuing through Section 35, T5S, R15W to the Mean High Water of Cook Inlet;

Thence from the latitude of the intersection of the north 1/16 th line of Section 35, T5S, R15W and the MHW of Cook Inlet due west to the west edge of T5S, R15W;

Thence north along the line between R15W and R16W to the northwest corner of T5S, R15W;

Thence west along the line between T5S and T4S to the southwest corner of Section 35, T4S, R16W;

Thence north to the section corner common to sections 2, 3, 10, and 11, T3S, R16W, the true point of beginning.

Map Attached

**SECTION 3.** That KPB 16.60.020 is hereby amended as follows:

**16.60.020. Board of Directors**

- (a.) There is established a board of directors for the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area composed of [5] five members, two of whom shall be residents of Anchor Point, two of whom shall be residents of Ninilchik and one of whom may be a resident from either community. All members [WHO SHALL BE RESIDENTS OF THE SERVICE AREA AND] shall be appointed by the mayor and confirmed by the assembly. Up to one board member may also serve as a volunteer firefighter and/or emergency medical service provider for the service area without compensation except that which is ordinarily provided to such volunteers.
- (b.) The board shall meet periodically at regular and special meetings called by the Board. All meetings shall be open to the public as provided by law.

**SECTION 4.** That KPB 16.60.020 is hereby amended as follows:

**16.60.090. Ambulance Billing**

Revenues collected from ambulance billing by the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area as approved by the assembly pursuant to KPB 1.26.010 shall be recorded as revenue within that service area.

**SECTION 5.** Add a new section to KPB 16.60 as follows:

**16.60.100. Mill Levy**

No mill levy in excess of 2.95 mills shall be levied on behalf of the service area unless an increase is approved by the assembly during the budgetary process.

**SECTION 6.** That the following proposition shall be placed before the voters of the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area and the voters residing within the remaining areas described in section 2 of this ordinance at the regular election to be held on October 6, 2020:

**PROPOSITION:**

Shall the Kenai Peninsula Borough be authorized to exercise powers to provide fire protection and emergency medical services through the expansion of the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area as defined by Section 2 of Ordinance 2020-31?

YES ☐ A yes vote approves the expansion of the Anchor Point Fire and Emergency Medical Services Area into the Ninilchik Area.

NO ☐ A no vote would prohibit the expansion of the Anchor Point Fire and Emergency Medical Service Area into the Ninilchik area.


**SECTION 7.** That section 5 of this ordinance takes effect immediately upon enactment of this ordinance. Sections 1, 2, 3 4, 6 and 7 of this ordinance shall take effect only upon approval by the majority of the voters residing in both the Anchor Point Fire Service Area and the majority of the voters residing in the proposed expanded boundaries area outside the boundaries of the Anchor Point Fire Service Area voting on the question during the regular KPB election scheduled for October 6, 2020.

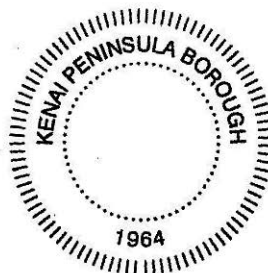
**SECTION 8.** That this ordinance shall also only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the Anchor Point Ninilchik Fire and Emergency Medical Service Area on or before January 31, 2021.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF JULY, 2020.**

ATTEST:

  
John Blankenship, MMC, Borough Clerk

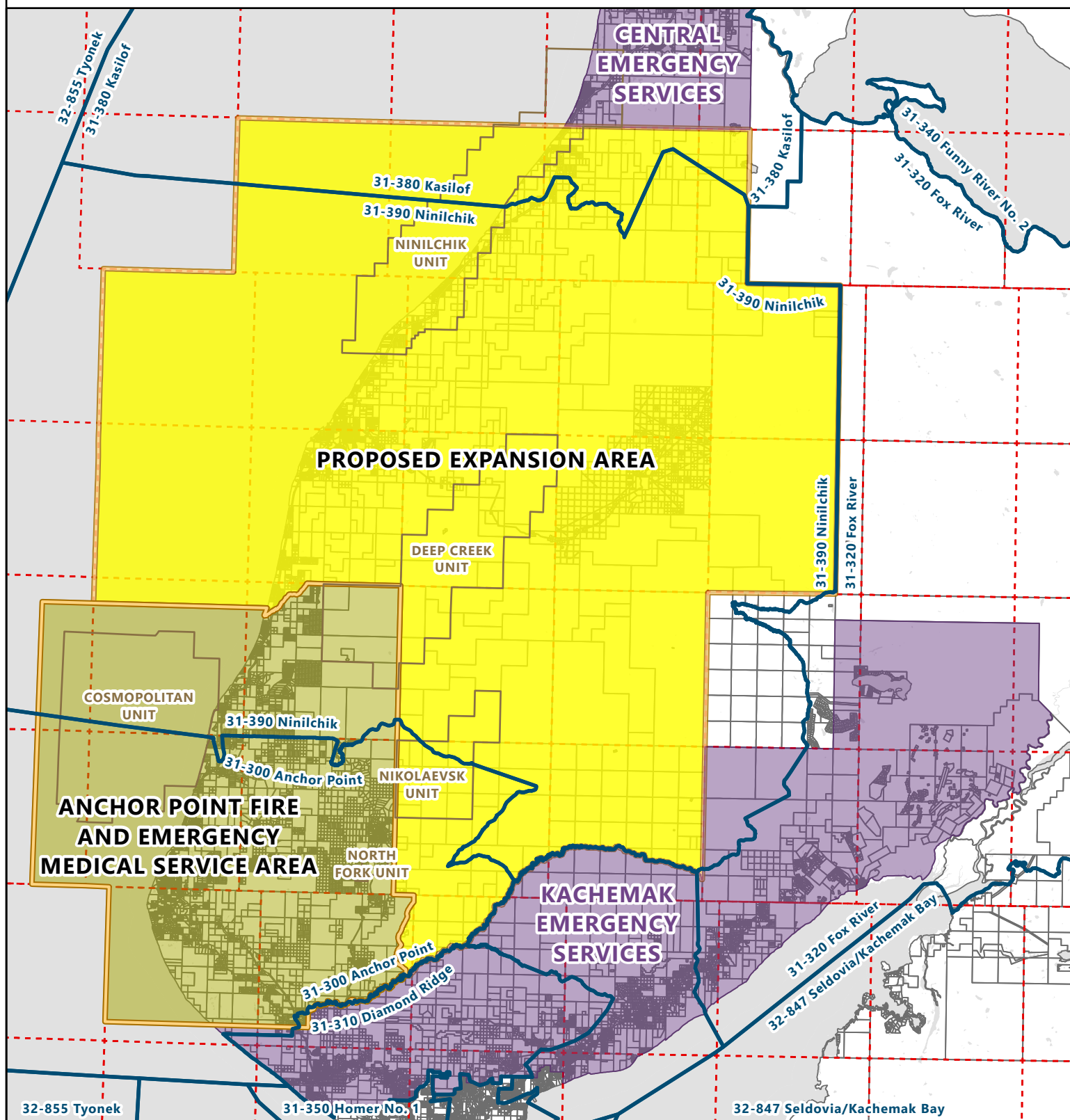
  
Kelly Cooper, Assembly President





Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None

# PROPOSED ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA EXPANSION



**PROPOSED EXPANSION AREA**

**EXISTING FIRE AND EMERGENCY SERVICE AREAS**

**ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA**

**CENTRAL EMERGENCY SERVICES**

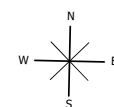
**KACHEMAK EMERGENCY SERVICES**

**VOTER PRECINCTS**

**OIL AND GAS UNITS**

**TOWNSHIP LINES**

**PARCELS**



Introduced by:	Mayor
Date:	12/01/20
Hearing:	01/05/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-49**

**AN ORDINANCE APPROVING THE TRANSFER OF ASSETS FROM NINILCHIK  
EMERGENCY SERVICES, INC. TO THE BOROUGH ON BEHALF OF THE NEWLY  
EXPANDED FIRE & EMERGENCY MEDICAL SERVICE AREA AND EXTENDING  
THE DEADLINE FOR COMPLETION OF THE TRANSFER OF ASSETS**

**WHEREAS,** Ordinance 2020-31 expanded the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) boundaries to include the Ninilchik area subject to approval by the voters residing in the APFEMSA and also by voters residing in the proposed expanded boundaries outside of APFEMSA in the October 6, 2020 regular borough election; and

**WHEREAS,** the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

**WHEREAS,** Section 8 of Ordinance 2020-31 also provided that the ordinance shall only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the newly expanded fire and emergency medical service Area on or before January 31, 2021; and

**WHEREAS,** Ninilchik Emergency Services, Inc. is willing to transfer these assets to the borough on behalf of the new service area before January 31, 2021; and

**WHEREAS,** the best interests of the borough would be served by authorizing the transfer of these assets to the borough on behalf of the new service area approved by the voters;

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

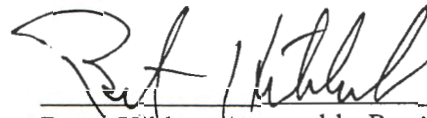
**SECTION 1.** That the Borough Mayor is authorized to execute any preliminary documents necessary for the borough to accept the transfer of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department from NES on behalf of the newly expanded service area called the Western Emergency Service Area, subject to inspection and approval of the property by the borough administration. A list of the property proposed to be transferred to the borough, subject to borough approval, is attached hereto as Attachment A and incorporated

herein by reference. The final transfer agreement and list of property will be presented to the assembly for approval before the transfer deadline.

**SECTION 2.** That the deadline in Section 8 of Ordinance 2020-31 for the transfer of free and clear title, ownership and possession of all real and personal property located in and obtained for the use at or by the Ninilchik Fire Department to the borough on behalf of the Western Emergency Service Area is extended from January 31, 2021 to April 20, 2021. The failure to transfer said assets as described shall render the creation of the Western Emergency Service Area null and void.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF JANUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk

Yes:	Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No:	None
Absent:	None

Introduced by:	Mayor
Date:	01/19/21
Hearing:	02/16/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-03**

**AN ORDINANCE AMENDING KPB 21.06.040, ADMINISTRATION, AND KPB  
21.06.070, “DEVELOPMENT” DEFINITION, FOR FLOODPLAIN MANAGEMENT  
PURPOSES**

- WHEREAS,** floodplain management within the borough is a critical service that the borough provides dating back to 1988; and
- WHEREAS,** the borough is a participating community in the National Flood Insurance Program (NFIP), a program that provides numerous federal benefits to property owners; and
- WHEREAS,** the borough’s eligibility in the NFIP is contingent upon the borough continuing to meet the minimum regulatory requirements as set forth by the Federal Emergency Management Agency (FEMA); and
- WHEREAS,** pursuant to the applicable federal regulations all development within the floodway requires the permit applicant to demonstrate through hydrologic and hydraulic analyses performed by a registered professional engineer that there will be no increase in flood levels during the occurrence of the base flood discharge; and
- WHEREAS,** FEMA has identified minor or small projects that do not involve filling, grading, or excavating as projects that will not increase the flood stages; and
- WHEREAS,** FEMA has determined that some projects are too small to warrant a hydrologic and hydraulic analysis, and as such these projects may be identified by the Floodplain Administrator using logic and common sense; and
- WHEREAS,** this code change will refine the definition of development to align with FEMA requirements while also recognizing that minor projects that either do not increase the natural grade, do not obstruct floodwaters, or do not increase flood stages are not considered development for purposes of floodplain management regulations; and
- WHEREAS,** requiring a hydrologic and hydraulic analysis, also known as a No-Rise Study, for minor projects would substantially increase the cost of the project to the point where the cost of the study may be greater than the cost of the project; and

**WHEREAS**, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021, recommended approval by unanimous consent;

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

**SECTION 1.** That KPB 21.06.040(A) is hereby amended as follows:

**21.06.040. Administration.**

A. *Development Permit Required.* A development permit shall be obtained before construction or development begins within flood hazard areas established in KPB 21.06.030(B). Whether or not a project or activity meets the definition for “development” under KPB 21.06.070 is subject to a final written determination made by the planning department after consultation with the applicant. The permit shall be for all structures and for all other development including fill and other activities. Application for a development permit shall be made on forms furnished by the borough and shall include but not be limited to the following: plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question; logging, placement of storage tanks (fuel or other), existing or proposed structures, substantial improvements of existing structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. Elevation in relation to mean sea level to which any structure has been floodproofed;
3. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in KPB 21.06.050(B)(2);
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

...

**SECTION 2.** That KPB 21.06.070 is hereby amend as follows:

## **21.06.070. Definitions.**

For the purposes of this chapter, the following words and phrases shall be defined as follows:

"100-year or 1-percent annual exceedance probability flood" (also called "regulatory flood," "base flood" or "special flood hazard area") means a flood with a 1 percent chance of being equaled or exceeded in any year. Statistical analysis of available streamflow or storm records, or analysis of rainfall and runoff characteristics of the watershed, or topography and storm characteristics are used to determine the extent and depth of the 100-year or 1-percent annual exceedance probability flood.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building.

"Clearing" means the act of removing trees or vegetation on a cumulative 20 percent or more of a given parcel of land.

"Coastal high hazard area" means the area subject to high velocity waters due to wind, tidal action, storm, tsunami or any similar force, acting singly or in any combination resulting in a wave or series of waves of sufficient magnitude, velocity or frequency to endanger property and lives.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard. Development does not include minor projects, routine maintenance, or practices or projects that do not involve filling, grading, or excavating.

"Exception" means a grant of relief from the requirements of this chapter, which permits construction in a manner that would otherwise be prohibited by this chapter.

...

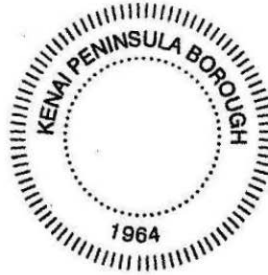
**SECTION 3.** That this ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None



# Kenai Peninsula Borough

## Planning Department – River Center

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Melanie Aeschliman, Planning Director *MA*

**FROM:** Samantha Lopez, Acting River Center Manager *SL*

**DATE:** January 7, 2021

**RE:** Ordinance 2021- 03, Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor)

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Floodplain management within the borough is a critical service that the borough provides dating back to 1988. Per guidance issued by the Federal Emergency Management Agency (FEMA), small or minor projects that do not involve filling, grading, or excavating may not be considered "development" for purposes of floodplain management regulations. Such projects do not increase the natural grade, do not obstruct floodwaters, and do not increase flood stages. FEMA has thus determined that minor projects may not meet the definition of "development", and are too small to warrant a full hydrologic and hydraulic (H&H) analysis, commonly referred to as a No-Rise Certification.

By amending the definition of "development", the code will align with FEMA's requirements, while also allowing the floodplain administrator to more objectively determine which projects do not meet the definition of development because it is a minor project. Should this code change fail, then moving forward all developments, even minor projects, in the floodway will require H&H analysis.

This ordinance will also amend borough code to clarify that the borough's planning department, as delegated to the borough's floodplain administrator, is responsible for issuing a final written determination as to whether or not a proposed project falls within the definition of development and therefore requires a permit for purposes of KPB 21.06 Floodplain Management.

Your consideration of this ordinance is appreciated.


# Kenai Peninsula Borough


## Planning Department

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### MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

FROM: Melanie Aeschliman, Planning Director 

DATE: January 29, 2021

RE: Ordinance 2021-03, Amending KPB 21.06.040. Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes.

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The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled January 25, 2021 meeting.

A motion passed by unanimous vote (11Yes, 0 No) to recommend approval of Ordinance 2021-03.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021 recommended approval by unanimous vote.

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

him a buffer and give him access to bring supplies right up to his property. Commissioner Martin stated it look like it could be a win-win situation for the neighbor, with the Clements providing the whole 30' feet of the right-of-way and Mr. Jones getting better access to his property. Ms. Clements stated they did consider using Lot 3 for the new easement but it is very swampy and would make it difficult to build and use. The area they are proposing for the new easement is on higher and dry ground.

Hearing no objection or further discussion, the motion was carried by the following vote:

**MOTION PASSED BY MAJORITY VOTE:**

Yes	8	No	3	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Martin, Morgan				
No	Gillham, Ruffner, Venuti				

**AGENDA ITEM E. NEW BUSINESS**

3. Ordinance 2021-03: Amending KPB 21.06.040, Administration and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes

Staff report given by Samantha Lopez.

Floodplain management within the borough is a critical service that the borough provides dating back to 1988. Per guidance issued by the Federal Emergency Management Agency (FEMA), small or minor projects that do not involve filling, grading, or excavating may not be considered "development" for purposes of floodplain management regulations. Such projects do not increase the natural grade, do not obstruct floodwaters, and do not increase flood stages. FEMA has thus determined that minor projects may not meet the definition of "development", and are too small to warrant a full hydrologic and hydraulic (H&H) analysis, commonly referred to as a No-Rise Certification.

By amending the definition of "development", the code will align with FEMA's requirements, while also allowing the floodplain administrator to more objectively determine which projects do not meet the definition of development because it is a minor project. Should this code change fail, then moving forward all developments, even minor projects, in the floodway will require H&H analysis.

This ordinance will also amend borough code to clarify that the borough's planning department, as delegated to the borough's floodplain administrator, is responsible for issuing a final written determination as to whether or not a proposed project falls within the definition of development and therefore requires a permit for purposes of KPB 21.06 Floodplain Management.

**END OF STAFF REPORT**

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

**MOTION:** Commissioner Carluccio moved, seconded by Commissioner Ecklund to forward to the Assembly a recommendation to adopt Ordinance 2021-03, Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" definition, for floodplain management purposes.

Commissioner Carluccio asked staff for an example of the new definition of development. Ms. Lopez replied it would be projects like a simple garden box or removal of six inches of overburden to be replaced with topsoil for a garden, projects like these would not require a permit. The current definition defines any manmade changes as development, which would require a permit. The new definition would make it easier for constituents to do small low impact projects within the floodplain without having to get a permit

Commissioner Bentz asked staff in considering developments that do not involve filling, grading or excavating, for instance a building on pilings, how does increasing impervious surfaces play into this change? Especially considering the potential to speed of surface runoffs. The effects that might have on rainfall runoff characteristics on the property as they related to a stream. Ms. Lopez replied if someone were to build a structure within the floodplain, the floodplain regulations would still apply. The floodplain



codes do not have much in the way of regulatory teeth when addressing impervious surfaces. Where that is addressed under 21.18 the Habitat Protection code. If the project is within 50 feet of a stream it will be addressed under 21.18 and not floodplain regulations.

Commissioner Ruffner asked staff any development permitted within the 50' Habitat Protection District (HPD) it will come under KPB 21.18 and not floodplain regulations. Ms. Lopez replied that he was correct. Ms. Lopez noted there is nothing in the floodplain code that would override KPB 21.18. While there may be an area that is within both the floodplain and the HPD – any activity within the HPD will come under 21.18. Commissioner Ruffner then asked projects that do not involve fill, such a spruce tree bank revetments, how does FEMA looks at these activities? He would assume this type of activities would be considered a minor development and would not require an expensive H&H study. He then asked if this type of work would be considered fill under the new definition. Ms. Lopez replied FEMA would not consider most bank revetment projects major developments as you are replacing what was once there. Going off the maps we have for the Kenai River, which are 40 years old; it is safe to assume that the banks have experienced erosion during that time. FEMA does have guidelines that allow for the bank to be returned to its natural grade. It is on the landowner to prove that the project is returning the bank to its natural grade and that the work is not going beyond that.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

**MOTION PASSED BY UNANIMOUS VOTE:**

Yes	11	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				

**AGENDA ITEM E. NEW BUSINESS**

4. Ordinance 2020-19-17, Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement

Staff report given by Marcus Mueller.

Property located adjacent to the South Peninsula Hospital (SPH) campus at 4135 Hohe Street has become available for purchase. SPH faces a shortage of area available parking and infrastructure. Acquiring the property would support SPH operations by providing room for future expansion.

The property, along with other hospital properties, is located within the City of Homer's Residential Office Zoning District, which allows for hospitals and medical clinics by conditional use permit.

The negotiated purchase price is \$300,000, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the borough is responsible for all closing costs. Closing costs, prorated taxes and purchase investigation costs are not expected to exceed \$15,000. The unused balance of the appropriated funds will revert to the SPH Plant Replacement and Expansion Fund (PREF).

The attached ordinance would authorize the purchase of the property and appropriate \$315,000 from the PREF to cover the costs associated with the purchase, and would provide for an amendment to the SPH Operating Agreement to add the property to the list of leased property under the operating agreement.

**END OF STAFF REPORT**

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

**MOTION:** Commissioner Venuti moved, seconded by Commissioner Bentz to forward to the Assembly a

Introduced by:	Mayor
Date:	02/02/21
Hearing:	02/16/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-05**

**AN ORDINANCE AUTHORIZING THE NEGOTIATED LEASE OF OFFICE SPACE  
AT THE WESTERN EMERGENCY SERVICE AREA FIRE DEPARTMENT,  
NINILCHIK STATION**

- WHEREAS,** at the October 6, 2020 regular borough election, affected voters approved the expansion of the Anchor Point Fire and Emergency Medical Service Area (APFEMS) to include the Ninilchik area pursuant to ordinance 2020-31; and
- WHEREAS,** the expansion was contingent not only on voter approval but also upon free and clear transfer by Ninilchik Emergency Services (NES) of title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department; and
- WHEREAS,** among the items to be transferred is the Ninilchik Fire Department building which has housed a 192 square foot (12' x 16') office in which NES conducts business and processes the billing for the Ninilchik Fire Department; and
- WHEREAS,** billing for services rendered by the Ninilchik Fire Department prior to the transfer will normally take up to a year to be completed; and
- WHEREAS,** NES has requested to retain use of the office space for a limited period of time in order to wrap up its business activities and reestablish itself; and
- WHEREAS,** the efforts of NES have been instrumental not only in maintaining and operating the Ninilchik Fire Department, but also in raising necessary funds for equipment and other needs of the department and the community; and
- WHEREAS,** the borough administration has determined there is no immediate need for the space;
- WHEREAS,** the Western Emergency Service Area Board at its regularly scheduled meeting of February 10, 2021 recommended approval by unanimous consent;

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

**SECTION 1.** That the assembly finds that leasing office space to Ninilchik Emergency Services pursuant to KPB 17.10.100(I) is in the best interest of the borough.

**SECTION 2.** That the provisions of KPB 17.10.080-.090 and KPB 17.10.110-.240 governing classification, disposition, and leasing of Borough lands and related natural resources shall not apply to this lease of office space.

**SECTION 3.** Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to lease a 12' x 16' office inside the Ninilchik Fire Department (soon to be called the Western Emergency Service Area Ninilchik Station), being 192 sq. ft., Room 103, for the term of 18 months at the lease rate of \$10 for the entire term. The authorization is for lease solely to Ninilchik Emergency Services, which may not assign any rights to the space to any other person or entity.

**SECTION 4.** The mayor is authorized to execute a lease substantially similar in form to the lease form approved by the assembly.

**SECTION 5.** Ninilchik Emergency Services shall have 90 days from the time of enactment of this ordinance to execute the lease document.

**SECTION 6.** That rent shall be paid upon execution of the lease and shall be deposited in the WESA account number 209.36315.


**SECTION 7.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

## LEASE

This lease agreement (hereinafter the "Lease"), is made and entered into February \_\_\_\_\_, 2021, by and between the Kenai Peninsula Borough, 144 N Binkley St, Soldotna, AK 99669 (hereinafter referred to as "Lessor") and Ninilchik Emergency Services, PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as "Lessee" or "NES").

1. **Premises.** Lessor, for and in consideration of the rents, covenants, and conditions of this Lease does hereby lease to Lessee the following property hereinafter referred to as the "Premises":

One 12' x 16' Office space, totaling 192 square feet, more or less, more particularly described as Room Number 103 at the Western Emergency Services Fire Department, Ninilchik, Alaska (the "Facility").

Lessee shall also have use of restrooms and parking spaces in the facility on the terms and conditions described below in this agreement

2. **Contract Documents.** As authorized by KPB Ordinance 2021-\_\_\_\_, this Lease is the final and complete understanding of the parties. The following exhibits and appendices are attached and are considered part of this Lease as well as anything incorporated by reference or attached to those exhibits or appendices:

Appendix A: Lease Provisions Required by KPB 17.10

Exhibit 1: Building Layout identifying rooms and designated space

**If in conflict, the Lease shall control.**

**If in conflict the order of precedence shall be: The Lease, Appendix A, Exhibit 1.**

3. **Rent.** In consideration of the Lease of the Premises by Lessor, Lessee covenants to pay to the Lessor as Rent the sum of ten dollars (\$10) for the duration of the lease term. Rent is due and payable in advance upon execution of the Lease Agreement.
4. **Term, Month-to-Month Extended Terms.** The Lease Term is approximately eighteen months commencing on February 17, 2021 and ending on August 31, 2022 and may not be extended without Assembly approval.



5. **Utilities, Maintenance, and Repairs.**

(a) Lessor Responsibilities. So long as the Lessee is in compliance with all Lease terms, including timely payment of Rent due, the Lessor shall be responsible for the following for the duration of the Lease:

- i. Utilities. Gas, electric, water, septic.
- ii. Grounds Maintenance. Grounds maintenance.
- iii. Major Repairs. Any major structural repairs of a permanent nature shall be performed by the Lessor.

(b) Lessee Responsibilities.

- i. Phone/ Network. Phone and Network service is the responsibility of the Lessee. Phone accounts, network servers, and internet connections shall be established and paid for by Lessee at the option of the Lessee. The Lessee is required to coordinate installation with the Lessor. The Lessor reserves the right to request that the Lessee must properly secure any wireless network provisions.
- ii. Janitorial Service and Refuse. Lessee is responsible for its own janitorial or custodial services and required supplies directly related to the space rented and used. Lessee is responsible for the timely removal of its refuse from the premises.
- iii. Security. Lessee will be responsible for securing building upon entry and exit. Only persons designated in writing by the Western Emergency Services Area Fire Chief may be permitted to have a key to the facility and only a maximum of four (4) keys may be released to Lessee. Should Lessee lose any keys to the Facility itself, Lessee shall be fully responsible to Lessor for the cost of re-keying all of the locks to the Facility.
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with like kind, using household cleaners (except on wood floors), rearranging furniture, and hanging items with non-structural fasteners would be considered minor maintenance and repairs.

v. Snow Removal. Lessor shall be responsible for snow removal.

vi. Furnishings, equipment, and supplies. Lessee is responsible for its own furnishing, equipment, and supplies. Furnishings supplied by Lessor are on an "as available basis".

6. **Covenants of Lessee.** Lessee hereby covenants and agrees:

- A. To pay rent. Lessee will pay the rent specified at the times and in the manner set out in paragraph 3 above.
- B. Not to assign. Lessee shall not assign, sublet or part with the possession of all or any part of the leased premises without the prior written consent of the Lessor.
- C. To permit Lessor to enter. Lessor is granted free access to premises at all times for inspection, maintenance, or repair.
- D. To yield up premises. At the expiration or cancellation of this Lease, Lessee will peaceably yield up to Lessor the premises, in good repair in all respects, reasonable use and wear excepted.
- E. Alterations. Lessee may not alter the premises without first obtaining prior written approval of Lessor. Any approved fixtures installed by Lessee shall become property of the Lessor unless otherwise agreed to in advance.
- F. Acceptance of Premises. Lessee has examined and knows the condition of the premises and accepts the same "as is," subject to Lessor's obligations under this Lease.
- G. Use of Premises. Lessee hereby covenants that the use of the Premises shall be for NES use only and for no other purpose except by written mutual agreement by Lessor.

7. **Lessor's Warranties.** The Lessor covenants, guarantees and provides the following express warranties:

- A. No existing restrictions interfere with the Lessee's permitted and intended use of the premises;
  - B. There is availability of adequate ingress and egress to the premises;
  - C. Lessor has sufficient interest in the property to grant Lessee this leasehold;
  - D. Lessor shall be responsible for maintaining the premises in good repair.
8. **Default by Either Party.** Should either Lessor or Lessee default in the performance of the obligations of any covenants of this Lease and fail to fully remedy such default within thirty days after written notice by the non-defaulting party, then the Lease may be terminated by written notice to the defaulting party. Upon termination of this Lease, no refund of any unearned advance rent paid by Lessee shall occur.
9. **Indemnification and Liability Insurance.**
- A. **Indemnification and Insurance**

The Lessee shall indemnify and hold harmless the Lessor from any and all claims, liabilities, losses, damages, and charges, related to the use of the facilities subject of this Lease. Lessee shall provide proof of Commercial General Liability with minimum policy limits of \$1,000,000 per incident; Automobile Liability policy with minimum policy limits of \$1,000,000 per accident for bodily injury; and Worker's Compensation / Employer's Liability limits as required by law. The KPB is self-insured and will maintain insurance on the land and facility and maintain insurance covering its employees as required by law.

The policies described above shall remain in force for the life of the Lease Agreement and must state that the coverage is primary and exclusive of any insurance carried by the KPB. The coverage required by this agreement shall list the KPB as additional insured. All policies and certificates of insurance shall provide that a written notice of any cancellation or modification will be delivered to Lessor at least 30 days prior to the effective date of such cancellation or modification.
  - B. **Proof of Insurance.** At the time of executing this Lease, and at the time of each renewal of insurance, Lessee shall deliver to the Lessor certificates of

insurance meeting the above criteria. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request.

10. **Damage due to Causes beyond Control.** Lessee and Lessor agree that if a cause beyond control prevents occupation of the premises, no rent paid will be prorated for the days Lessee is unable to occupy the premises. If the "cause beyond control" lasts for more than 30 days, Lessee or Lessor shall have the right to terminate this Lease upon 14 days' written notice given in the manner set out in Section 17 of this Lease. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Lessee or Lessor and which prevent performance of this Lease: fire, explosions, floods, earthquakes, other acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent Lessee or Lessor from performing the terms of this Lease. Events which are particular to either party, including but not limited to financial difficulties, are not causes beyond the control of either the Lessee or Lessor.
11. **Compliance with Laws.** Lessee agrees to comply with all applicable federal, state, borough and local laws and regulations.
12. **No Waiver.** No assent, expressed or implied, by either party to any breach of either party's covenants shall be deemed to be a waiver of any succeeding breach of the same covenants, nor shall any forbearance by a party to seek a remedy for any breach be deemed a waiver by that party of its rights or remedies with respect to such breach.
13. **Integration.** This document contains the entire lease agreement of the parties hereto. All negotiations, statements, representations, guarantees, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Lease and the performance of either party hereto, are merged and integrated into the terms of this document.
14. **Interpretation and Enforcement.** This Lease has been drafted following negotiations between the parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Lease shall be governed by the laws of the State of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

15. **Counterparts; Electronic Signature.** This Lease may be executed in counterpart and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when executed shall be considered an original and all of which together shall constitute one agreement.
16. **Severability.** If any section or clause of this Lease is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Lease shall remain in full force and effect.
17. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

**LESSOR:**

Kenai Peninsula Borough  
Attn: Legal Department  
144 N. Binkley St.  
Soldotna, Alaska 99669

**LESSEE:**

Ninilchik Emergency Services  
Attn: President  
PO Box 39446  
Ninilchik, AK 99639

KENAI PENINSULA BOROUGH

NINILCHIK EMERGENCY SERVICES

\_\_\_\_\_  
Charlie Pierce  
KPB Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Katherine Covey  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Catherine Laky  
Secretary  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

**LESSEE NOTARY ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021 by Katherine Covey, President of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My commission expires:\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021 by Catherine Laky, Secretary of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My commission expires:\_\_\_\_\_

## LESSOR NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021 by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska Municipal Corporation, for and on behalf of the Corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

**APPENDIX A**  
**LEASE PROVISIONS REQUIRED BY KPB 17.10**

(1) **Accounts Current.** The Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to the KPB prior to execution of the Agreement.

(2) **Assignment.** Lease may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected.

(3) **Breach of Agreement.** In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty days after written notice of the default, the borough may cancel Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

(4) **Cancellation.** This Agreement may be cancelled at any time upon mutual written agreement of the parties.

(5) **Entry or Re-entry.** In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of Leased Premises by Lessee during the Term, the KPB its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premise. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection.** The Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under Agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Property is located.

(7) **Hazardous Waste.** The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification.** The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.



(9) **Notice.** Any notice or demand, which under the terms of the Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

(10) **Notice of Default.** Notice of the default will be in writing as provided in paragraph 10 above.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

(a) Improvements on Leased Premises owned by Lessee shall, within thirty calendar days after the termination of the agreement, be removed by him; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the mayor or land management officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(b) If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the Lessee be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or his successors in interest, after paying to the borough all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of the borough, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

(c) If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in the borough. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to the KPB.

(12) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to the Lessee or placed on the Property and remaining upon the premises after the termination of the contract shall entitle the KPB to charge a reasonable rent therefor.

(13) **Re-rent.** In the event that the Agreement should be terminated, canceled, forfeited or abandoned, the KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of this chapter or other applicable regulations.

(14) **Responsibility for Location.** It shall be the responsibility of the Lessee to properly locate improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the lease agreement must meet the same requirements as the Lessee.

(16) **Sanitation.** The Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement.** As established by AS 38.05, borough lands sold or leased may be subject to a minimum 50-foot public access easement landward from the ordinary high water mark or mean high water mark.


(18) **Subleasing.** No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

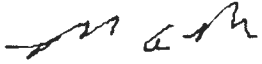

(19) **Violation.** Violation of any provision KPB 17.10 or of the terms of the Agreement of may expose the Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver.** The receipt of payment by the borough, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of the borough to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of the borough to enforce the same in the event of any subsequent breach or default. The receipt by the borough of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor 

**FROM:** Marcus Mueller, Land Management Officer   
Patty Burley, Deputy Borough Attorney 

**DATE:** January 21, 2021

**RE:** Ordinance 2021-05, Authorizing the Negotiated Lease of Office Space at the Western Emergency Service Area Fire Department, Ninilchik Station (Mayor)

---

As a part of the transition to the Western Emergency Service Area, the Borough will take over the Ninilchik Fire Department, to be rebranded the Western Emergency Service Area Fire Department, Ninilchik Station. This will occur upon completion of the Purchase Agreement pursuant to Ordinance 2020-31.

Within the building is a 192 square foot office which has traditionally been utilized by Ninilchik Emergency Services (NES) for their operational and ambulance billing needs. Billing generated prior to the Borough's assumption of services typically takes up to a year to conclude.

NES has operated the fire station for a number of years and was responsible for securing funding to have the building erected, for obtaining much of the equipment in the building, and for much of the improvements to the fire department throughout the years. Having a home base while they wrap up the billing and reorganization of NES will be very important. The Borough has no immediate use for the space.

A short term lease has been negotiated which would extend through August 31, 2022. Because the space is de-minimus and in recognition of the contributions by NES to the Ninilchik community, the proposed lease rate is equal to the purchase price for the assets purchased from NES.

Borough code does not specifically address the leasing of building space. Several of the requirements of KPB 17.10 for the leasing of land are not applicable to the leasing of building space. While KPB 17.10.100(I) authorizes this negotiated lease, the ordinance provides that other provisions of KPB 17.10 including land classification, notice of disposition, lease types, lease terms and conditions, and general conditions are not required.

Page -2-  
January 21, 2021  
To: Assembly  
RE: 02021- 05

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The attached ordinance would authorize the mayor to lease the office space at the Western Emergency Service Area Ninilchik Fire Station for a limited period of time not subject to extension.

Your consideration is appreciated.

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

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

**THRU:** Johni Blankenship, Borough Clerk (JB)

**FROM:** Michele Turner, Deputy Borough Clerk (MT)

**DATE:** February 16, 2021

**RE:** Ordinance 2021-05: Authorizing the Negotiated Lease of Office Space at the Western Emergency Service Area Fire Department, Ninilchik Station (Mayor)

---

The Western Emergency Service Area (WESA) board addressed the ordinance. Please amend the last Whereas clauses to read:

**"WHEREAS,** the Western Emergency Service Area Board at its regularly scheduled meeting of February 10, 2021 recommended approval by unanimous consent."

Thank you.

## LEASE

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- A. **Indemnification and Insurance**  
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12. **No Waiver.** No assent, expressed or implied, by either party to any breach of either party's covenants shall be deemed to be a waiver of any succeeding breach of the same covenants, nor shall any forbearance by a party to seek a remedy for any breach be deemed a waiver by that party of its rights or remedies with respect to such breach.
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16. **Severability.** If any section or clause of this Lease is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Lease shall remain in full force and effect.
17. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

**LESSOR:**

Kenai Peninsula Borough  
Attn: Legal Department  
144 N. Binkley St.  
Soldotna, Alaska 99669

**LESSEE:**

Ninilchik Emergency Services  
Attn: President  
PO Box 39446  
Ninilchik, AK 99639

KENAI PENINSULA BOROUGH

NINILCHIK EMERGENCY SERVICES

\_\_\_\_\_  
Charlie Pierce  
KPB Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Katherine Covey  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Catherine Laky  
Secretary  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

**LESSEE NOTARY ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021 by Katherine Covey, President of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My commission expires:\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021 by Catherine Laky, Secretary of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My commission expires:\_\_\_\_\_

## LESSOR NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 2021 by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska Municipal Corporation, for and on behalf of the Corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

**APPENDIX A**  
**LEASE PROVISIONS REQUIRED BY KPB 17.10**

(1) **Accounts Current.** The Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to the KPB prior to execution of the Agreement.

(2) **Assignment.** Lease may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected.

(3) **Breach of Agreement.** In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty days after written notice of the default, the borough may cancel Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

(4) **Cancellation.** This Agreement may be cancelled at any time upon mutual written agreement of the parties.

(5) **Entry or Re-entry.** In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of Leased Premises by Lessee during the Term, the KPB its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premise. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection.** The Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under Agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Property is located.

(7) **Hazardous Waste.** The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification.** The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.

(9) **Notice.** Any notice or demand, which under the terms of the Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

(10) **Notice of Default.** Notice of the default will be in writing as provided in paragraph 10 above.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

(a) Improvements on Leased Premises owned by Lessee shall, within thirty calendar days after the termination of the agreement, be removed by him; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the mayor or land management officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(b) If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the Lessee be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or his successors in interest, after paying to the borough all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of the borough, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

(c) If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in the borough. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to the KPB.

(12) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to the Lessee or placed on the Property and remaining upon the premises after the termination of the contract shall entitle the KPB to charge a reasonable rent therefor.

(13) **Re-rent.** In the event that the Agreement should be terminated, canceled, forfeited or abandoned, the KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of this chapter or other applicable regulations.

(14) **Responsibility for Location.** It shall be the responsibility of the Lessee to properly locate improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the lease agreement must meet the same requirements as the Lessee.

(16) **Sanitation.** The Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement.** As established by AS 38.05, borough lands sold or leased may be subject to a minimum 50-foot public access easement landward from the ordinary high water mark or mean high water mark.

(18) **Subleasing.** No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation.** Violation of any provision KPB 17.10 or of the terms of the Agreement of may expose the Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver.** The receipt of payment by the borough, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of the borough to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of the borough to enforce the same in the event of any subsequent breach or default. The receipt by the borough of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

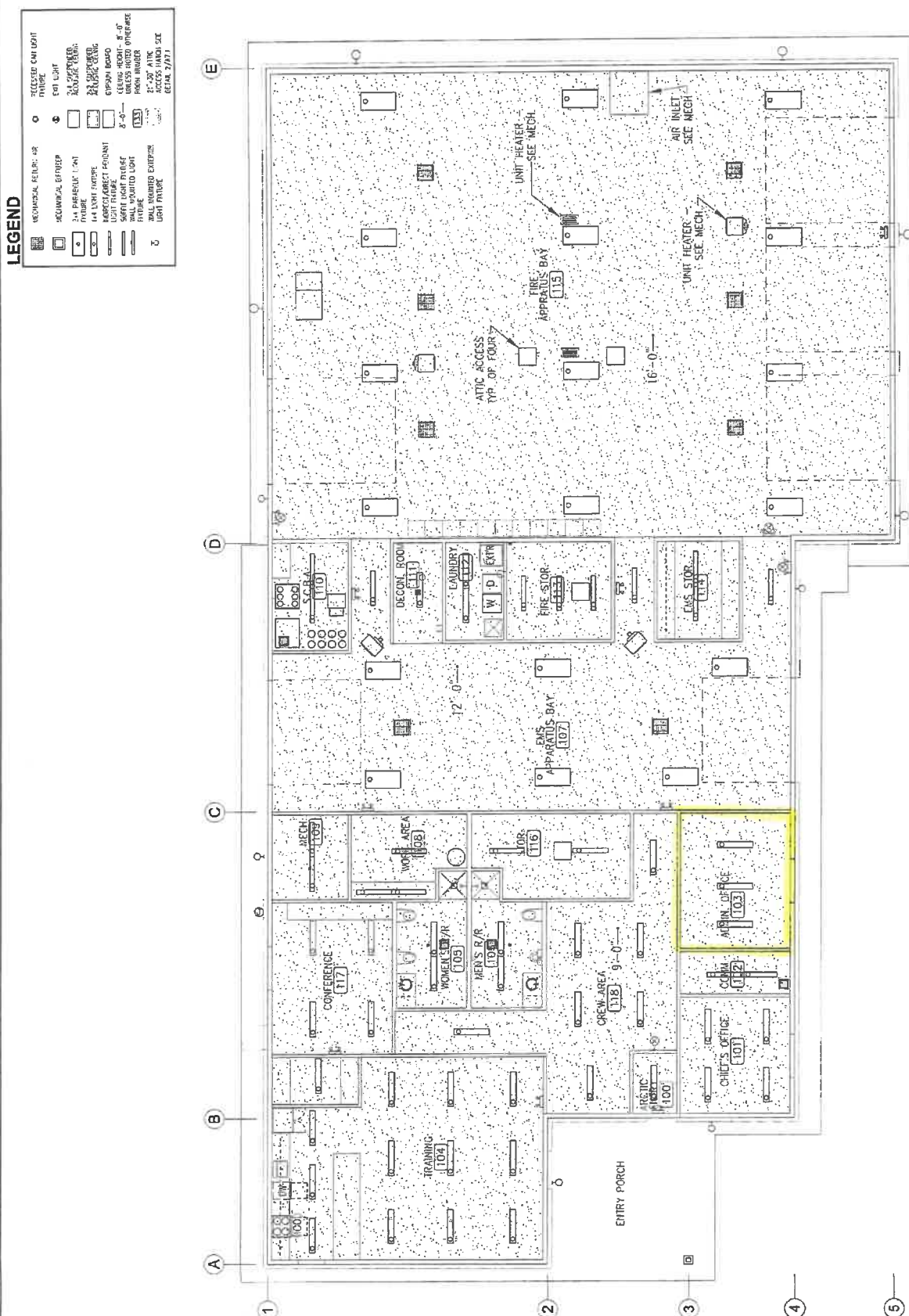


**NINILCHIK EMERGENCY SERVICES  
NEW FIRE STATION**

Revisions:		Date: AUGUST 5, 2013 Checked: BK Project: 1123 File Name:	Sheet Title: REFLECTED CEILING PLAN	Sheet:  of
3-18-13	ISSUE FOR			A1.5
7-18-13	FINAL SHAL REVIEW			
8-25-13	99% REVIEW			
9-15-13	ISSUE FOR CONSTRUCTION			

REF. NORTH

1 REFLECTED CEILING PLAN



Introduced by:	Mayor
Date:	02/16/21
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-010**

**A RESOLUTION APPROVING ADDITIONAL POSITIONS IN THE CENTRAL  
EMERGENCY, NIKISKI FIRE, KACHEMAK EMERGENCY AND WESTERN  
EMERGENCY SERVICE AREAS USING EXISTING AVAILABLE FY21 FUNDS**

**WHEREAS,** Central Emergency Services, Nikiski Fire Service Area, and Kachemak Emergency Service Area have experienced an increase to their call volume and require additional assistance to meet the emergency response needs necessary to effectively support the residents of their respective service areas; and

**WHEREAS,** Western Emergency Service Area is scheduled to be established effective February 22, 2021, and has an immediate need to increase personnel to establish a workforce adequate to meet the emergency response needs for the residents of the Western Emergency Service Area; and

**WHEREAS,** at its meeting held on January 21, 2021, the Central Emergency Services Board recommended approval to increase the number of personnel assigned to the CES Fire Department to include three additional Fire Fighters and one Senior Captain for FY2022 and unanimously recommended to add the additional personnel in FY2021 using funds saved as a result of CARES, or through other available funding; and

**WHEREAS,** the Nikiski Emergency Service Area Board met on January 13, 2021, and recommended approval of this resolution increasing the number of personnel assigned to the Nikiski Fire Service Area Fire Department to include three additional Fire Fighters and one additional Assistant Chief for Training for FY2022 and unanimously recommended to add the additional personnel in FY2021 using funds saved as a result of CARES, or other available funding; and

**WHEREAS,** the Kachemak Emergency Service Area Board met on January 11, 2021 and recommended approval by unanimous consent of this resolution increasing the number of personnel assigned to the Kachemak Fire Service Area Fire Department to include two additional Fire Technicians for FY2022 and unanimously recommended to add the additional personnel in FY2021 using funds saved as a result of CARES, or other available funding; and

**WHEREAS,** the Western Emergency Service Area Board requested and unanimously approved this resolution on February 10, 2021, to increase the number of personnel assigned to the Western Emergency Service Area to include four additional Fire Fighters and one Assistant Chief for FY2021 and FY2022; and

**WHEREAS,** Central Emergency Service has \$1,234,879 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and the anticipated expense for additional personnel would be \$179,204; and

**WHEREAS,** Nikiski Fire Service has \$511,849 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and the anticipated expense for additional personnel would be \$185,257; and

**WHEREAS,** Kachemak Emergency Service has \$72,547 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and the anticipated expense for additional personnel would be \$69,245; and

**WHEREAS,** Western Emergency Service has \$86,384 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and through Ordinance 2020-19-18 \$111,778 is being appropriated from Western Emergency Service Area fund balance to support the anticipated expense for additional personnel of \$198,162; and

**WHEREAS,** KPB 3.04.100 and .115 require assembly approval of all classified and administrative positions either through the approved annual budget or by resolution, and approving them by resolution will enable the administration to fill these positions before the annual budget is approved; and

**WHEREAS,** each of the respective service area boards request immediate implementation of the increase of personnel using currently available FY2021 funds;

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

**SECTION 1.** As requested by the Central Emergency Service Board, the Kenai Peninsula Borough Assembly approves three additional Firefighter positions and one additional Senior Captain position temporarily for FY2021, and authorizes the use of \$179,204 in available FY2021 funds to support this increase of personnel for the remainder of FY2021 and furthermore agrees to assess continuation of these positions for FY2022 to be presented by the Mayor as a part of the FY2022 budget.

**SECTION 2.** As requested by the Nikiski Emergency Service Area Board, the Kenai Peninsula Borough Assembly approves two additional Firefighter positions temporarily for FY2021, and authorizes the use of \$92,629 in available FY2021 funds to support an increase of personnel for the remainder of FY2021 and furthermore agrees to assess continuation of these positions and an additional firefighter position and assistant chief for training position for FY2022 to be presented by the Mayor as a part of the FY2022 budget.

**SECTION 3.** As requested by the Kachemak Emergency Service Area Board, the Kenai Peninsula Borough Assembly approves two additional Firefighter technicians, temporarily for FY2021, and authorizes the use of \$69,245 in available FY2021 funds to support an increase of personnel for the remainder of FY2021 and furthermore agrees to assess continuation of these positions for FY2022 to be presented by the Mayor as a part of the FY2022 budget.


**SECTION 4.** As requested by the Western Emergency Service Area Board and the transition plan for the expanded service area the Kenai Peninsula Borough Assembly approves four additional Firefighter positions and one additional Assistant Chief for FY2021, and authorizes the use of \$198,162 in available FY2021 funds to support an increase of personnel for the remainder of FY2021.

**SECTION 5.** That this resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**

  
\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

  
\_\_\_\_\_  
Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

# Kenai Peninsula Borough

## Human Resources

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*

**FROM:** Kim Saner, Human Resources Director *KS*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** February 16, 2021

**SUBJECT:** Amendment to Resolution 2021-010, Approving Additional Positions in the Central Emergency, Nikiski Fire, Kachemak Emergency and Western Emergency Service Areas Using Existing Available FY21 Funds (Mayor)

---

The Nikiski Fire Service Area Board met on January 13, 2021, and recommended approval of Resolution 2021-010 to increase the number of personnel assigned to the Nikiski Fire Service Area Fire Department. This would include three additional Fire Fighters and one additional Assistant Chief for Training for FY2022. The board also unanimously recommended adding the additional personnel in FY2021 using funds saved as a result of CARES.

However, on February 10, 2021, the Nikiski Fire Service Area Board met and upon reconsideration voted down its recommendation to add the new personnel in FY2021 and instead my majority vote recommended adding the personnel in FY2022.

Therefore, the administration requests that Resolution 2021-010 be amended to remove Nikiski Fire Service Area's original request to increase the number of personnel assigned to the Nikiski Fire Service Area Fire Department.

- Amend the title as follows:

A Resolution Approving Additional Positions in the Central Emergency, **[Nikiski Fire,]** Kachemak Emergency and Western Emergency Service Areas Using Existing Available FY21 Funds

- Delete the fourth whereas clause in its entirety
- Delete the eighth whereas clause in its entirety
- Delete the second section in its entirety and renumber the remaining sections.

# Kenai Peninsula Borough Assembly

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## MEMORANDUM

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

**FROM:** Willy Dunne, Assembly Member (B) for W.D.

**DATE:** February 16, 2021

**SUBJECT:** Amendment to Resolution 2021-010, Approving Additional Positions in the Central Emergency, Nikiski Fire, Kachemak Emergency and Western Emergency Service Areas Using Existing Available FY21 Funds (Mayor)

---

Resolution 2021-010 asks the Assembly to approve 15 new Borough employee positions at an annual cost of over \$2 million, while doing so outside of the normal budget process.

Growing government by adding \$2 million per year of additional personnel expense should happen, if at all, only with public hearings and thorough deliberation which is best accomplished through the Assembly's normal budget process. Resolution 2021-010, as proposed, does not provide context of Borough-wide budget impacts and additional tax burdens on property owners. For example, the KESA service area board is currently discussing whether to approve an FY22 budget that includes a 35% increase in personnel costs with a concomitant 19% increase in mill rate to property owners if those additional employees are added.

This amendment, if adopted, would allow the WESA to hire 5 new positions immediately. This need has been thoroughly discussed, planned and approved by the Assembly and local voters with the expansion of the former Anchor Point Fire and Emergency Medical Service Area. The proposed increase in Borough employees in Central, Nikiski and Kachemak Emergency Service Areas could then be discussed and potentially adopted as part of the normal budget process over the next few months.

The amendment would, in effect, remove all reference to service areas other than the Western Emergency Service Area, with the intention to approve five new positions in WESA.

Amend Resolution 2021-010 as follows:

Amend the title to read, "A Resolution Approving Additional Positions in the [CENTRAL EMERGENCY, NIKISKI FIRE, KACHEMAK EMERGENCY AND] Western Emergency Service Area[S] Using Existing Available FY21 Funds"

Delete Whereas clauses 1, 3, 4, 5, 7, 8 and 9.

Amend the final Whereas clause to read, "WHEREAS, [EACH OF] the [RESPECTIVE] WESA service area board[S] requests immediate implementation of the increase of personnel using currently available FY 2021 funds;"

Delete Sections 1, 2 and 3 and renumber Sections 4 and 5 to "1" and "2".

I would appreciate your support of this amendment.



Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

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

**THRU:** Johni Blankenship, Borough Clerk (JB)

**FROM:** Michele Turner, Deputy Borough Clerk (MT)

**DATE:** February 16, 2021

**RE:** Resolution 2021-010: Approving Additional Positions in the Central Emergency, Nikiski Fire, Kachemak Emergency and Western Emergency Service Areas Using Existing Available FY21 Funds (Mayor)

---

The Western Emergency Service Area (WESA) board addressed the resolution. Please amend the sixth Whereas clauses to read:

**"WHEREAS,** the Western Emergency Service Area Board requested and unanimously approved this resolution on February 10, 2021, to increase the number of personnel assigned to the Western Emergency Service Area to include four additional fire fighters and one assistant chief for FY2021 and FY2022; and"

Thank you.



## Kenai Peninsula Borough

### Human Resources

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#### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Kim Saner, Human Resources Director *KS*  
Roy Browning, Fire Chief, Central Emergency Services *RB*  
Bryan Crisp, Fire Chief, Nikiski Fire Service Area *JBC*  
Bob Cicciarella, Fire Chief, Kachemak Emergency Service Area *RWC*  
Jon Marsh, Fire Chief, Western Emergency Service Area *JM*

**DATE:** February 4, 2021

**SUBJECT:** Resolution 2021- 010, Approving Additional Positions in the Central Emergency, Nikiski Fire, Kachemak Emergency and Western Emergency Service Areas Using Existing Available FY21 Funds (Mayor)

---

The Boards for the Fire Service Areas; Central Emergency Services, Nikiski Fire Service Area, and Kachemak Emergency Service Area (FSA's) have requested additional personnel to intensify support for their emergency response needs through an increase in personnel for FY2021 and FY2022. The requests are based upon a systemic surge in call runs and other emergency service needs. With the unexpected infusion of CARES funding to support COVID-19 related expenditures in FY2021 personnel costs, these FSA's have excess funding available in amounts that can permit the ability to increase the number of personnel in each of their departments for the remainder of FY2021. This number of personnel per department can be sustained into FY2022 if approved during the assembly budget meetings.

Western Emergency Service Area (WESA) is nearing completion of the transition in consolidating the Anchor Point and Ninilchik Fire Departments. As the transition culminates it is necessary to put in place the minimum staffing required to allow WESA to provide the services that are committed to under the consolidation agreement.

Page -2-  
 February 4, 2021  
 RE: R2021- 010

---

KPB 3.04.100 and .115 require assembly approval of all classified and administrative positions either through the approved annual budget or by resolution. Approval of this resolution will allow the hiring process for all of the aforementioned FSA's to begin, with an intent to fill positions starting March 2021.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No. <u>211.51610.00000.40110</u>	<u>\$179,204</u>
Acct. No. <u>206.51110.00000.40110</u>	<u>\$185,257</u>
Acct. No. <u>212.51810.00000.40110</u>	<u>\$ 69,245</u>
Acct. No. <u>209.51410.00000.40110</u>	<u>\$ 86,384</u>
Acct. No. <u>209.51410.00000.40110</u>	<u>\$111,778*</u>
*Pending approval of Ordinance 2020-19-18	
By: <u>PP</u>	Date: <u>2/4/2021</u>

Introduced by:	Mayor
Date:	02/16/21
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-011**

**A RESOLUTION ACCEPTING EMERGENCY RESPONSE TRAINING MANIKIN  
EQUIPMENT FROM THE SOUTHERN REGION EMERGENCY MEDICAL  
SERVICES COUNCIL, INC. ON BEHALF OF NIKISKI FIRE SERVICE AREA**

**WHEREAS,** the Southern Region Emergency Medical Services Council, Inc. (“Southern Region”) awarded an equipment grant in the amount of \$13,485 to the Nikiski Fire Service Area (“Service Area”) to purchase a training manikin; and

**WHEREAS,** Southern Region will purchase the manikin using state funding sources to pay \$12,136.50; and

**WHEREAS,** the Service Area will provide \$1,348.50 local matching funds, which are currently available in the approved FY21 Service Area’s operating budget; and

**WHEREAS,** at its regularly scheduled meeting held on February 10, 2021, the Service Area board recommended approval of this resolution; and

**WHEREAS,** it is in the best interest of the borough and the service area to accept the equipment grant;

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

**SECTION 1.** That the Mayor is authorized to accept the emergency response equipment valued at \$13,485 from the Southern Region Emergency Medical Services Council, Inc., on behalf of the Nikiski Fire Service Area.

**SECTION 2.** That matching funds in the amount of \$1,348.50 are available from account no. 206.51110.00000.48515.


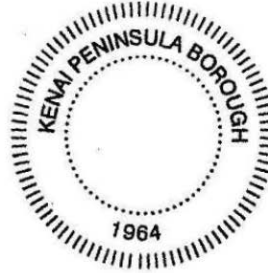
**SECTION 3.** This resolution shall become effective immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Brandi Harbaugh, Finance Director *BA*  
Bryan Crisp, Nikiski Fire Chief *JBC*

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

**DATE:** February 4, 2021

**RE:** Resolution 2021-011, Accepting Emergency Response Training Manikin Equipment from the Southern Region Emergency Medical Services Council, Inc. on Behalf of Nikiski Fire Service Area (Mayor)

Southern Region Emergency Medical Services Council, Inc. ("Southern Region") is a nonprofit corporation that serves as a resource center for emergency medical response agencies located in low to moderate income, rural communities. Nikiski Fire Service Area (NFSA) submitted a "Code Blue Phase 20" revised application to purchase a training manikin. The revised application updated the original request for a Lucas Chest Compression unit because the service area purchased this unit prior to grant notification.

Southern Region approved NFSA's revised application for the equipment grant and will purchase the equipment on behalf of NFSA. NFSA is required to provide a local match of \$1,348.50. Funds are available in the service area's approved FY21 budget to meet the match requirement. This resolution is scheduled to go before the NFSA board on February 10, 2021. The recommendations of the board will be submitted to the assembly prior to the February 16<sup>th</sup> assembly meeting.

Chief Crisp will oversee grant requirements for equipment inventory and maintenance.

Attachment: SREMSC notification letter 01/22/21

FINANCE DEPARTMENT  
FUNDS/ACCOUNT VERIFIED

Acct. No. 206.51110.00000.48515

Amount \$1,348.50

By: *PP* Date: 2/2/2021



1010 W Northern Lights Blvd, Anchorage, AK 99503  
(907) 562-6449 FAX: (907) 562-9893 [www.sremsc.org](http://www.sremsc.org)

January 22, 2021

Brian Crisp, Chief  
Nikiski Fire Department  
PO Box 8508  
Nikiski, AK 99635

RE: Code Blue Phase 20

Dear Chief:

Your agency withdrew their original request for a Lucas Chest Compression that was approved from the Code Blue Phase 20 requests. In its place you requested to purchase an iSimulate Training Manikin. The request to replace this item with an iSimulate Training Manikin was approved by the Statewide Code Blue Steering Committee.

Below is the allocation of funding for your item:

Item	Status	Local Match	STATE	UNMET	Total
iSimulate Training Manikin	Approved	\$1,348.50	\$12,136.50		\$13,485.00

Please update your records with our new address if you have not already done so.

Thank you for all you do for EMS in Alaska. At Southern Region, we are working hard to support you in every way that we can.

Sincerely,

  
Michael M. Forcier, CEO

CC: Ryon Turley, Subarea Coordinator

Introduced by:	Mayor
Date:	02/16/21
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-016**

**A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR TO  
ENTER INTO A BOND REIMBURSEMENT AGREEMENT WITH THE STATE OF  
ALASKA DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT FOR  
ADDITIONAL PROJECTS IN THE BOND REIMBURSEMENT PROGRAM FOR  
BONDS SOLD IN 2014**

**WHEREAS**, the assembly included Proposition No. 2 for the school projects on the ballot which passed by the majority of voters during the October 1, 2013 election; and

**WHEREAS**, the school roofs identified in the Project Agreement are now complete or are in the warranty period; and

**WHEREAS**, the assembly authorized the mayor to enter into a bond reimbursement agreement with the State of Alaska Department of Education and Early Development (“DEED”) for the approval of the Redoubt Elementary Roof project in 2019; and

**WHEREAS**, the DEED approved and the Redoubt Elementary Roof in the Project Agreement is now complete and is in the warranty period; and

**WHEREAS**, upon completion of the projects, any unexpended bond proceeds, including interest income generated through investment of the bond funds, may be used to fund any other educational capital improvement projects chosen by the borough and approved by DEED; and

**WHEREAS**, the Kenai Peninsula Borough School District’s FY2020 six-year plan includes the Homer High School Roof Replacement Project Phase I (“Project”); and

**WHEREAS**, this Project is eligible under the Debt Funding Categories per AS 14.11.100 (j)(4) of the Bond Reimbursement program;

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

**SECTION 1.** The mayor is authorized to enter into a Bond Reimbursement Agreement with DEED for the Homer High School Roof Replacement Project Phase I project.



**SECTION 2.** Approval of the Kenai Peninsula Borough Assembly is required to authorize and execute subsequent Project Agreements and subsequent amendments to said agreement to provide for adjustments to the project within the scope of services, based on the needs of the project. The Mayor is authorized to negotiate, execute and submit any and all documents required for continued participation in the Bond Reimbursement Program including managing projects authorized by DEED as part of the Bond Reimbursement Program.

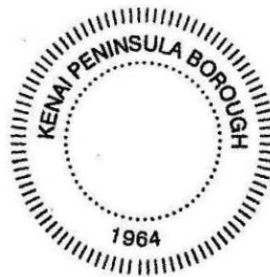
**SECTION 3.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None



## Kenai Peninsula Borough

### Purchasing and Contracting Department

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#### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*

**FROM:** Brandi Harbaugh, Finance Director *BH*  
John Hedges, Purchasing & Contracting Director *JH*

**DATE:** February 4, 2021

**RE:** Resolution 2021-016, Authorizing the Kenai Peninsula Borough Mayor to Submit a Bond Reimbursement Application to the Alaska Department of Education and Early Development for the Approval of Additional Projects in the Bond Reimbursement Program for Bonds Sold in 2014 (Mayor)

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Pursuant to the passage of Ordinance 2013-28 on August 6, 2013, the assembly included Proposition No. 2 for Educational Capital Improvements on the ballot, which passed by the majority of voters during the October 1, 2013 election. On October 8, 2013, the assembly approved Resolution 2013-071 providing for the issuance and sale of general obligation bonds that included roof replacements at ten schools. The bonds were appropriated in Ordinance 2013-19-22 on December 3, 2013. On February 3, 2014 the project agreement for the Roof Replacement – 10 Schools was signed between the State of Alaska and the Kenai Peninsula Borough School District.

Included in the language of Ordinance 2013-28, at the end of section one, is "upon completion of the projects, any unexpended bond proceeds, including interest income generated through investment of the bond funds, may be used to fund any other educational capital improvement projects chosen by the borough and approved by the State of Alaska Department of Education and Early Development ("DEED").

In April 2019 the assembly authorized the Mayor to submit a bond reimbursement application that was approved by DEED for the approval of Redoubt Elementary Roof project in 2019. The Redoubt Roof Project is now complete and this resolution authorizes the borough mayor to submit a bond reimbursement

Page -2-  
February 4, 2021  
Re: R2021- 016

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application to DEED for the approval of Homer High School Roof Phase I Project.

The Kenai Peninsula Borough School District's six-year plan (Ranking) for projects eligible under the debt funding categories per AS 14.11.100(j)(4) of the Bond Reimbursement Program shows that Homer High School (#3) is the next facility in the borough requiring roof replacement. Remaining funds are inadequate to address the entire roof at Homer High School but available funds are adequate to complete Phase I of the roof replacement at Homer High School.

# Kenai Peninsula Borough

## Purchasing and Contracting Department

---

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*

**FROM:** Brandi Harbaugh, Finance Director *BH*  
John Hedges, Purchasing & Contracting Director *JH*

**DATE:** February 16, 2021

**RE:** Amendment to Resolution 2021-016, Authorizing the Kenai Peninsula Borough Mayor to Submit a Bond Reimbursement Application to the Alaska Department of Education and Early Development for the Approval of Additional Projects in the Bond Reimbursement Program for Bonds Sold in 2014 (Mayor)

---

The borough Purchasing and Contracting department is working to expedite the approval and appropriation of funding for the Homer High School Roof Replacement Project Phase I in order to ensure that the work can be completed in the upcoming summer construction season.

In review of the application process with the DEED facilities group it became apparent that the language in the current resolution is not consistent with the intent of the resolution or the DEED application submittal process.

A draft application is currently being developed and reviewed for submission to DEED. The following amendments are proposed to resolve the inconsistencies:

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

➤ Amend the title, as follows:

A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR TO  
~~[SUBMIT]~~ **ENTER INTO** A BOND REIMBURSEMENT ~~[APPLICATION]~~ **AGREEMENT**  
~~[TO THE]~~ **WITH THE STATE OF** ALASKA DEPARTMENT OF EDUCATION AND EARLY

DEVELOPMENT FOR ~~[THE APPROVAL OF]~~ ADDITIONAL PROJECTS IN THE BOND REIMBURSEMENT PROGRAM FOR BONDS SOLD IN 2014

- Amend the third whereas clause, as follows:

**WHEREAS**, the assembly authorized the mayor to ~~[submit]~~ enter into a bond reimbursement ~~application agreement [to] with~~ the State of Alaska Department of Education and Early Development ("DEED") for the approval of the Redoubt Elementary Roof project in 2019; and

- Amend the seventh whereas clause as follows:

**WHEREAS**, this Project is eligible under the Debt Funding Categories per AS 14.11.100 (j)(4) of the Bond Reimbursement program; **and**

- Delete the eighth whereas clause in its entirety.
- Amend Section 1, as follows:

**SECTION 1.** The mayor is authorized to ~~[submit]~~ enter into a Bond Reimbursement ~~[Application to the] Agreement with~~ DEED for the ~~[approval of the]~~ Homer High School Roof Replacement Project Phase I project.

Your consideration of the requested amendments is appreciated.

Introduced by:	Mayor
Date:	02/16/21
Action:	02/16/21
Vote:	Adopted

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-012**

**A RESOLUTION APPROVING MUTUAL AID AND AUTOMATIC AID  
AGREEMENTS AND OPERATIONAL PLANS BETWEEN WESTERN EMERGENCY  
SERVICE AREA AND CENTRAL EMERGENCY SERVICE AREA FOR FIRE AND  
EMERGENCY RESPONSE SERVICES**

- WHEREAS,** mutual aid agreements and their operation plans provide for additional resources to residents of the Kenai Peninsula Borough in the form of fire and medical personnel when required; and,
- WHEREAS,** automatic aid agreements and their operational plans provide for additional resources to residents of the Kenai Peninsula Borough in the form of emergency services and fire and medical personnel when required; and
- WHEREAS,** mutual aid and automatic aid agreements and operational plans are common in the fire and emergency medical service professions; and
- WHEREAS,** Alaska Statute 18.70.150 provides that: “A city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it;” and
- WHEREAS,** the Alaska Administrative Code authorizes state certified emergency medical service providers to enter into mutual aid agreements with other such providers in accordance with a municipal ordinance or resolution; and
- WHEREAS,** the mutual aid and automatic aid agreements and operational plans reflect the new service area created by the voters at the October, 2020 election and clarifies the terms of mutual aid and automatic aid between WESA and CES; and
- WHEREAS,** all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and



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

**WHEREAS,** at its meeting on December 9, 2020, the Western Emergency Service Area Board unanimously recommended approval; and

**WHEREAS,** at its meeting of January 21, 2021, the Central Emergency Service Area Board unanimously recommended approval;

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

**SECTION 1.** That the mutual aid and automatic aid agreements between WESA and CES are in the best interest of the service areas and are hereby approved. The mayor is authorized to execute a mutual aid and automatic aid agreement substantially in the form of the attached agreements.

**SECTION 2.** That the operational plans substantially in the form of the attached plans are hereby approved and the WESA and CES service area boards and chiefs are hereby authorized to approve amendments to the operational plans with the mayor's approval without further review by the assembly so long as any such amendments do not conflict with the mutual aid or automatic aid agreement.

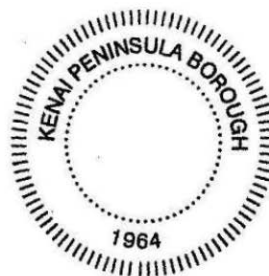
**SECTION 3.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**

Brent Hibbert, Assembly President

ATTEST:

Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

**OPERATIONAL PLAN (Exhibit A)**  
**MUTUAL AID AGREEMENT**  
**BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE CENTRAL**  
**EMERGENCY SERVICE AREA**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the Central Emergency Service Area (CES) is for mutual aid response (the "Plan") and the temporary exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between WESA and CES. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor. Major revisions require concurrence by the KPB Assembly. In addition, this Plan may be terminated by either party upon termination of the Mutual Aid Agreement.

**I. AMOUNT AND TYPE OF ASSISTANCE**

- a. For fire responses, WESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the CES On-Scene Incident Commander (OIC). The CES OIC retains the option to direct the responding department to any other location as needed within the CES jurisdiction.
- b. A WESA medic unit may be requested within the CES jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the CES OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, CES will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the WESA OIC. The WESA OIC retains the option to direct the responding department to any other location as needed within the WESA jurisdiction.



- d. A CES medic unit may be requested within the WESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the WESA OIC may alter the manning level of apparatus to best suit the needs of call.
- e. Upon dispatch, the responding department will respond to the location provided by requesting department's OIC unless directed to respond to a different location.
- f. Cancellation may occur per the requesting department's OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting department's OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. INCIDENT REPORTING**

Each department shall be responsible for reporting the incident in accordance with their department policy and procedures, including Borough policy and procedures.

**V. REVISIONS**

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Mutual Aid Agreement.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
(CES)**

\_\_\_\_\_  
Roy Browning, Fire Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
AREA BOARD**

\_\_\_\_\_  
Ryan Kapp, Chair

Date:\_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date:\_\_\_\_\_

**ATTEST:**

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

**APPROVED as to Form and Legal  
Sufficiency**

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

## **MUTUAL AID AGREEMENT**

### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE CENTRAL EMERGENCY SERVICE AREA**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and the CENTRAL EMERGENCY SERVICE AREA (CES) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.
  - a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either fire department for the purpose of assisting in fighting fires or responding to other emergency incidents.
  - b. Requests for mutual aid may include direct responses to the incident(s), cover assignments, or any other form of temporary assistance needed.
  - c. Requests for mutual aid shall include as much detail as circumstance and time allow.
  
2. Response to Mutual Aid Request.
  - a. The senior officer on duty at the requested department shall determine whether to respond in whole or in part, or whether to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested department's ability to meet its responsibility within its own jurisdictional area.
  - b. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide or its inability to provide a response.
  - c. When a request cannot be met, the denying departments should follow-up the verbal communication by documenting, in writing, why the request could not be met.
  
3. Emergencies - Information Provided.
  - a. Upon dispatch, the requesting department shall, at a minimum:
    - i. Give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;

- ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and
- iii. Provide communications channels for command functions as well as any tactical channels.

4. Command Authority.

- a. Upon arrival of the requested department's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department's Incident Command ("IC").
- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Costs & Liability.

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

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

- a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested department, such withdrawal may be initiated at the sole discretion of the requested department's senior personnel at the scene.
- b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested department's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.

- c. The requested department's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting department's IC in a manner that best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either department.

7. Withdrawal from Agreement.

This Agreement shall continue until the Mutual Aid Agreement is terminated.

8. Training.

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.

9. Operating Plan Review

- a. Operating plans shall be cooperatively developed by the departments and become part of this Agreement upon their execution by the Chiefs and Borough Mayor.
- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
(CES)**

\_\_\_\_\_  
Roy Browning, Fire Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
AREA BOARD**

\_\_\_\_\_  
Ryan Kapp, Chair

Date:\_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date:\_\_\_\_\_

**ATTEST:**

**APPROVED as to Form and Legal  
Sufficiency**

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Johni Blankenship, MMC, Borough Clerk

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Patty Burley, Deputy Borough Attorney

## Kenai Peninsula Borough Western Emergency Service Area

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Roy Browning, Fire Chief, Central Emergency Services *RB*

**FROM:** Jon Marsh, Fire Chief, Western Emergency Service Area *JM*  
Roy Browning, Fire Chief, Central Emergency Services *RB*

**DATE:** February 4, 2021

**RE:** Resolution 2021-012, Approving Mutual Aid and Automatic Aid Agreements and Operational Plans Between Western Emergency Service Area and Central Emergency Services (Mayor)

---

This resolution would approve the attached mutual aid and automatic aid agreements and initial operational plans between the Western Emergency Service Area (WESA) and the Central Emergency Services (CES) for fire and emergency response services.

Mutual and automatic aid agreements allow for specific resource requests between the agencies to assist each other with emergency responses. Assistance is through the provision of resources as set out in the agreements and operational plans.

The agreements are for mutual and automatic aid response of fire and emergency medical service resources and personnel, and will continue in effect per the terms of the agreements unless earlier terminated. The resolution would allow the operational plans, which detail response procedures, to be modified in the future without assembly approval as long as changes made do not conflict with the basic parameters of the individual aid agreements.

Your consideration is appreciated.

## **MUTUAL AID AGREEMENT**

### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE CENTRAL EMERGENCY SERVICE AREA**

THIS AGREEMENT is made and entered into this \_\_\_\_day of \_\_\_\_\_, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and the CENTRAL EMERGENCY SERVICE AREA (CES) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.
  - a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either fire department for the purpose of assisting in fighting fires or responding to other emergency incidents.
  - b. Requests for mutual aid may include direct responses to the incident(s), cover assignments, or any other form of temporary assistance needed.
  - c. Requests for mutual aid shall include as much detail as circumstance and time allow.
  
2. Response to Mutual Aid Request.
  - a. The senior officer on duty at the requested department shall determine whether to respond in whole or in part, or whether to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested department's ability to meet its responsibility within its own jurisdictional area.
  - b. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide or its inability to provide a response.
  - c. When a request cannot be met, the denying departments should follow-up the verbal communication by documenting, in writing, why the request could not be met.
  
3. Emergencies - Information Provided.
  - a. Upon dispatch, the requesting department shall, at a minimum:
    - i. Give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;



- ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and
- iii. Provide communications channels for command functions as well as any tactical channels.

4. Command Authority.

- a. Upon arrival of the requested department's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department's Incident Command ("IC").
- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Costs & Liability.

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

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

- a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested department, such withdrawal may be initiated at the sole discretion of the requested department's senior personnel at the scene.
- b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested department's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.

- c. The requested department's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting department's IC in a manner that best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either department.

7. Withdrawal from Agreement.

This Agreement shall continue until the Mutual Aid Agreement is terminated.

8. Training.

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.

9. Operating Plan Review

- a. Operating plans shall be cooperatively developed by the departments and become part of this Agreement upon their execution by the Chiefs and Borough Mayor.
- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
(CES)**

\_\_\_\_\_  
Roy Browning, Fire Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
AREA BOARD**

\_\_\_\_\_  
Ryan Kapp, Chair

Date:\_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date:\_\_\_\_\_

**ATTEST:**

**APPROVED as to Form and Legal  
Sufficiency**

---

Johni Blankenship, MMC, Borough Clerk

---

Patty Burley, Deputy Borough Attorney

**OPERATIONAL PLAN (Exhibit A)**  
**MUTUAL AID AGREEMENT**  
**BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE CENTRAL**  
**EMERGENCY SERVICE AREA**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the Central Emergency Service Area (CES) is for mutual aid response (the "Plan") and the temporary exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between WESA and CES. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor. Major revisions require concurrence by the KPB Assembly. In addition, this Plan may be terminated by either party upon termination of the Mutual Aid Agreement.

**I. AMOUNT AND TYPE OF ASSISTANCE**

- a. For fire responses, WESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the CES On-Scene Incident Commander (OIC). The CES OIC retains the option to direct the responding department to any other location as needed within the CES jurisdiction.
- b. A WESA medic unit may be requested within the CES jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the CES OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, CES will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the WESA OIC. The WESA OIC retains the option to direct the responding department to any other location as needed within the WESA jurisdiction.

- d. A CES medic unit may be requested within the WESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the WESA OIC may alter the manning level of apparatus to best suit the needs of call.
- e. Upon dispatch, the responding department will respond to the location provided by requesting department's OIC unless directed to respond to a different location.
- f. Cancellation may occur per the requesting department's OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting department's OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. INCIDENT REPORTING**

Each department shall be responsible for reporting the incident in accordance with their department policy and procedures, including Borough policy and procedures.

**V. REVISIONS**

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Mutual Aid Agreement.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
(CES)**

\_\_\_\_\_  
Roy Browning, Fire Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
AREA BOARD**

\_\_\_\_\_  
Ryan Kapp, Chair

Date:\_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date:\_\_\_\_\_

**ATTEST:**

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

**APPROVED as to Form and Legal  
Sufficiency**

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID  
BETWEEN WESTERN EMERGENCY SERVICE AREA AND  
CENTRAL EMERGENCY SERVICES**

This Automatic Aid Agreement (the "Agreement"), dated this \_\_ day of February, 2021, by and between the Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and Central Emergency Services (CES) (sometimes referred to herein as the "Parties").

**1. Response to Automatic Aid Requests.**

- a. Both parties to this Agreement provide structural fire, wildland fire and explosion protection services within their jurisdictions.
- b. In return for the services to be provided by WESA, CES agrees to provide a designated fire response, as determined by the Fire Chief of CES.
- c. In return for the services to be provided by CES, WESA agrees to provide a designated structural fire response, as determined by the Fire Chief of WESA.

**2. Emergencies – Information Provided.**

Upon receipt of a structural fire, wildland fire or explosion alarm through a 9-1-1 Call Center within the automatic aid response area of either service area, WESA or CES will automatically dispatch its nearest available and appropriate designated fire response to that incident alarm location. The automatic aid response areas are determined by the Fire Chiefs of WESA and CES and are set forth in the Annual Operational Plan.

**3. Jurisdiction.**

"Jurisdiction" is defined to be that political and geographical boundary designating the respective service areas that are party to this Agreement.

**4. Authority to Establish the Automatic Aid Agreement.**

- a. Alaska State Statute, AS 18.70.150 authorizes the borough to organize or enter into mutual aid agreements to go to or extend aid to another city or borough
- b. Automatic Aid is automatic mutual aid.

**5. Command Authority.**

- a. When the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation.
- b. Upon arrival of the jurisdictional department, the operational responsibility for the situation will be immediately assumed by the jurisdictional department.
- c. The aiding department personnel will be under the direction of the Officer In Charge (OIC) of the jurisdictional department.
- d. The aiding department will be released from the scene as soon as practical by the OIC of the jurisdictional department.

**6. Withdrawal of Resources or Assignment Turndown.**

- a. If, after arrival at the emergency scene or staging area with the resources as identified in the Annual Operational Plan, it becomes necessary to withdraw a portion or all of such resources in order to address an emergency situation in the jurisdiction served by the aiding department, such withdrawal may be initiated at the sole discretion of the OIC of the aiding department.
- b. Such withdrawal may also be made at the sole discretion of the OIC of the aiding department if it is determined that the aiding department's resources are being subjected to unnecessary or unreasonable danger.
- c. In either case, the OIC shall coordinate the withdrawal with the aiding department's OIC in a manner that avoids endangering the personnel of either department.
- d. It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of using its own resources to provide fire protection within any part of its own jurisdiction.

**7. Responsibility for Costs & Liability.**

- a. Each party desires to provide to the other a reasonable, professional and reciprocal exchange of fire response services on a day to day basis at no additional cost.
- b. Each party shall bear its own costs for responding to an automatic aid request.



- c. Each responding agency shall be responsible for its own liabilities incurred traveling to the scene, at the scene and returning to the station of origin.
- d. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

#### **8. Annual Operational Plan.**

- a. It is in the best interests of the citizens of WESA and CES to be provided the most expeditious and professional response to suppress fires. The details as to amounts and type of assistance to be dispatched, response areas, methods of dispatching, communications, training programs and procedures, methods of requesting aid, and the names or ranks of persons authorized to send and receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of WESA and CES.
- b. Such details shall be recorded in an Operational Plan.
- c. The Operational Plan shall be approved and signed by the agencies and the Borough Mayor, dated and attached hereto within thirty (30) calendar days of the approval of this Agreement. The failure to attach an Operational Plan to this Agreement shall render this Agreement automatically null and void.

#### **9. Mutual Aid Agreement Not Affected.**

It is mutually understood that this Agreement will in no way affect or have any bearing on other existing area mutual aid agreements.

#### **10. Liability.**

- a. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith.
- b. For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.
- c. All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however, that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state or federal governing authority, or any other incident for which state or

federal aid is provided to the Party requesting aid, shall be distributed to the Party providing aid in proportion to the level of actual damage incurred while providing automatic aid.

- d. Nothing contained in this Agreement shall be construed to be a waiver of either Party's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

#### **11. Release of Claims.**

Except as provided in 10(c) above, and to the extent permitted by law, each of the Parties agrees to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by either Party during the provision of service pursuant to this Agreement.

#### **12. Injuries to Personnel.**

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

#### **13. No Benefit to Third Parties.**

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

#### **14. Term of Agreement.**

- a. This Agreement shall commence upon the date of the Kenai Peninsula Borough mayor's signature and shall continue until December 31, 2026. This Agreement may be renewed by the Parties via written request, approved by both parties, no later than November 1<sup>st</sup> of each year. This Agreement cannot extend beyond fifteen (15) years. Renewals may be for five (5) years each.
- b. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the

other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.

**15. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
(CES)**

\_\_\_\_\_  
Roy Browning, Fire Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
AREA BOARD**

\_\_\_\_\_  
Ryan S. Kapp, Chair

Date:\_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date:\_\_\_\_\_

**ATTEST:**

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

**APPROVED as to form and Legal  
Sufficiency**

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

**OPERATIONAL PLAN (Exhibit A)****AUTOMATIC AID AGREEMENT****BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND  
CENTRAL EMERGENCY SERVICES**

This Operational Plan (Plan) between the Kenai Peninsula Borough, on behalf of the Western Emergency Service Area (WESA) and Central Emergency Services (CES) is for automatic aid response of fire apparatus and personnel.

The purpose of this Plan is to outline the procedures for carrying out an automatic aid response between WESA and CES. This Plan is a guide for day-to-day operations, and may be revised, amended or altered annually by the written consent of the parties, with concurrence by the KPB Mayor. In addition, this Plan will automatically terminate upon the expiration or termination of the Automatic Aid Agreement.

**I. AUTOMATIC AID RESPONSE AREAS, AMOUNT AND TYPE OF ASSISTANCE**

- a. When available, WESA will automatically respond to CES boundary limits and will provide a tanker/pumper and two (2) personnel on a first alarm response. Unless redirected by the On-Scene Incident Commander (OIC), the response will be to the fire scene.
- b. When available, CES will automatically respond to the WESA, and will provide a tanker/pumper two (2) personnel on a first alarm response. Unless redirected by the On-Scene Incident Commander (OIC), the response will be to the fire scene.
- c. Cancellation may occur in small, uncomplicated incidents, out on arrival, out immediately after arrival, emergency in home territory, etc.

**II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or Chief's Operations or Training Officers in each department. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

**III. COMMUNICATIONS**

- a. RADIO – Dispatch shall announce by radio that Automatic Aid is needed. This will occur without direction by either department for fire incidents. The responding agency, after notifying dispatch that they are en route, will switch to the requesting agency's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

**IV. JOINT SERVICE AREA**

The Automatic Aid response area shall be within the borders of WESA and CES and shall be as mutually agreed upon between both agencies. A map showing the boundaries of the service area shall be approved by both agencies and attached to the Annual Operational Plan.

**V. INCIDENT REPORTING**

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

**VI. REVISIONS**

The Annual Operations Plan shall be cooperatively reviewed regularly and become a part of the Automatic Aid Agreement

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief  
Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
(CES)**

\_\_\_\_\_  
Roy Browning, Fire Chief  
Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CENTRAL EMERGENCY SERVICES  
AREA BOARD**

\_\_\_\_\_  
Ryan S. Kapp, Chair

Date:\_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

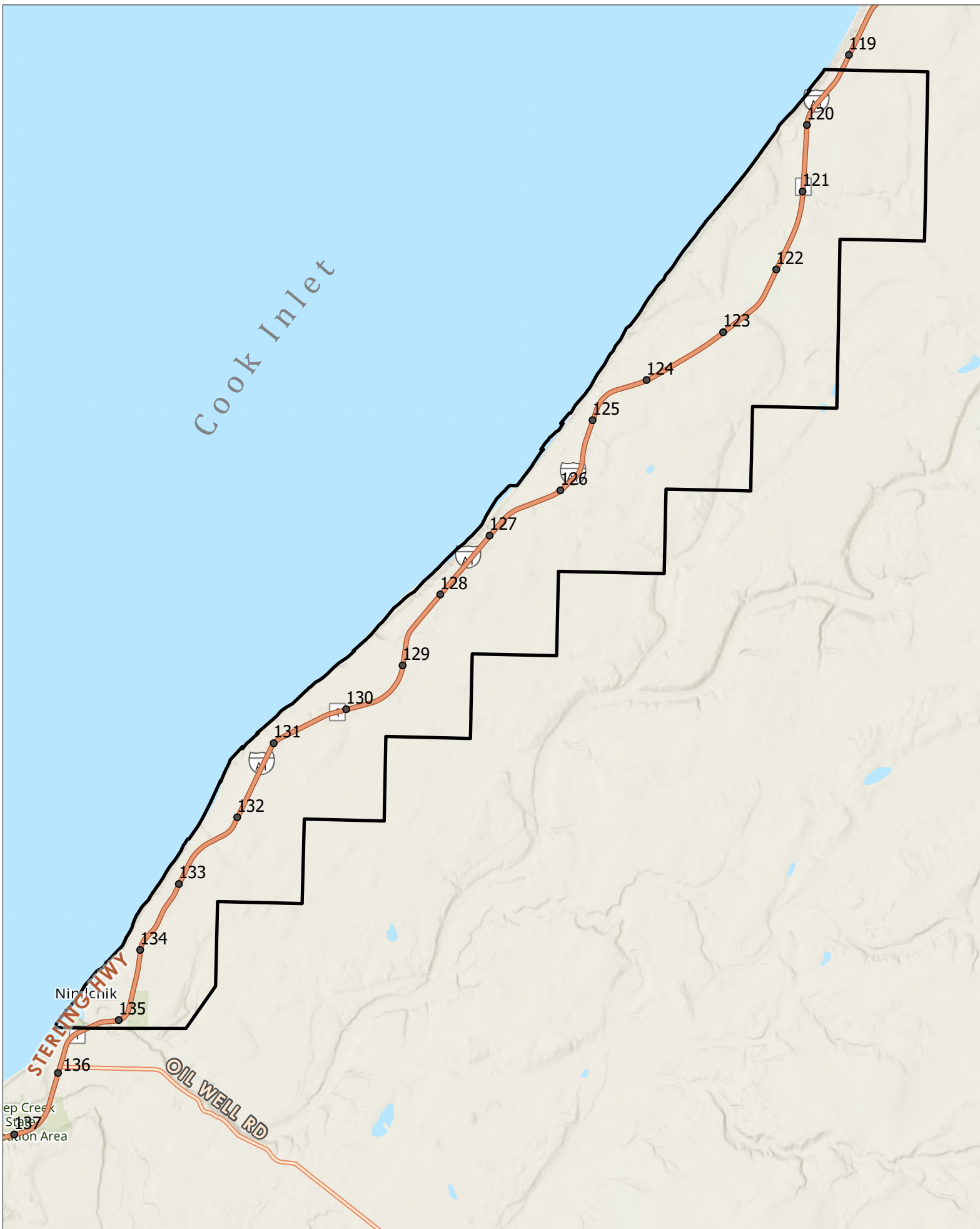
Date:\_\_\_\_\_

**ATTEST:**

**APPROVED as to form and Legal  
Sufficiency**

\_\_\_\_\_  
Johni Blankenship, MMS, Borough Clerk

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney



Cook Inlet

COHOE-LOOP RD

Cohoe

KALIFORNISKY  
BEACH RD

Kasilof

One-Sixth  
Lake

Porcupine  
Lake

Martin  
Lake

STERLING HWY

CROOKED  
CREEK RD

TUSTUMENA  
LAKE RD

Clam Gulch  
State  
Recreation Area

Clam Gulch

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Introduced by:	Mayor
Date:	02/16/21
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-013**

**A RESOLUTION APPROVING MUTUAL AID AND AUTOMATIC AID  
AGREEMENTS AND OPERATIONAL PLANS BETWEEN WESTERN EMERGENCY  
SERVICE AREA AND KACHEMAK EMERGENCY SERVICE AREA FOR FIRE  
RESPONSE SERVICES**

- WHEREAS,** mutual aid agreements and their operation plans provide for additional resources to residents of the Kenai Peninsula Borough in the form of fire and medical personnel when required; and,
- WHEREAS,** automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the peninsula in the form of emergency service and fire response personnel and apparatus when required; and
- WHEREAS,** mutual aid and automatic aid agreements and operational plans are common in the fire and emergency service professions; and
- WHEREAS,** Alaska Statute 18.70.150 provides that: “[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it;” and
- WHEREAS,** the Alaska Administrative Code authorizes state certified emergency service providers to enter into mutual aid agreements with other such providers in accordance with a municipal ordinance or resolution; and
- WHEREAS,** the mutual aid and automatic aid agreements and operational plans between Western Emergency Service Area (WESA) and the Kachemak Emergency Service Area (KESA) sets forth response areas and terms of automatic aid; and
- WHEREAS,** all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and

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

**WHEREAS,** significant cost savings for fire insurance can be afforded local taxpayers through rating determinations by Insurance Services Office (ISO) when automatic aid and/or mutual agreements are in effect; and

**WHEREAS,** at its meeting of December 9, 2020 the Western Emergency Service Area Board unanimously recommended approval; and

**WHEREAS,** at its meeting of January 14, 2021 the Kachemak Emergency Service Area Board unanimously recommended approval;

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

**SECTION 1.** That mutual aid and automatic aid agreements between WESA and KESA serve the best interests of Kenai Peninsula residents and visitors and are hereby approved. The mayor is authorized to execute a mutual aid and automatic aid agreement substantially in the form of the attached agreements.

**SECTION 2.** That the operational plans substantially in the form attached hereto are hereby approved and the WESA and KESA boards and chiefs are hereby authorized to approve amendments to the operational plans with the mayor's approval without further review by the assembly so long as any such amendments do not conflict with the respective mutual aid or automatic aid agreement.

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

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH OF FEBRUARY, 2021.**

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

**OPERATIONAL PLAN (Exhibit A)**  
**MUTUAL AID AGREEMENT**  
**BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE KACHEMAK**  
**EMERGENCY SERVICE AREA**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the Kachemak Emergency Service Area (KESA) is for mutual aid response (the "Plan") and the temporary exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between WESA and KESA. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor. Major revisions require concurrence by the KPB Assembly. In addition, this Plan may be terminated by either party upon termination of the Mutual Aid Agreement.

**I. AMOUNT AND TYPE OF ASSISTANCE**

- a. For fire responses, WESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the KESA On-Scene Incident Commander (OIC). The KESA OIC retains the option to direct the responding department to any other location as needed within the KESA jurisdiction.
- b. A WESA medic unit may be requested within the KESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the KESA OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, KESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the WESA OIC. The WESA OIC retains the option to direct the responding department to any other location as needed within the WESA jurisdiction.

- d. A KESA medic unit may be requested within the WESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the WESA OIC may alter the manning level of apparatus to best suit the needs of call.
- e. Upon dispatch, the responding department will respond to the location provided by requesting department's OIC unless directed to respond to a different location.
- f. Cancellation may occur per the requesting department's OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting department's OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. INCIDENT REPORTING**

Each department shall be responsible for reporting the incident in accordance with their department policy and procedures, including Borough policy and procedures.

**V. REVISIONS**

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Mutual Aid Agreement.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Cicciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED as to form and legal  
sufficiency**

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

## **MUTUAL AID AGREEMENT**

### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE KACHEMAK EMERGENCY SERVICE AREA**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and KACHEMAK EMERGENCY SERVICE AREA (KESA) for the provision of fire and emergency services as follows:

**1. Mutual Aid Requests.**

- a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either department for the purpose of assisting in fighting fires or responding to other emergency incidents.
- b. Requests for mutual aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
- c. Requests for mutual aid shall include as much detail as circumstance and time allow.

**2. Response to Mutual Aid Request.**

- a. The senior officer on duty at the requested department shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested department's ability to meet its responsibility within its own jurisdictional area.
- b. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide.
- c. When a request cannot be met, the denying departments should follow-up the verbal communication by documenting, in writing, why the request could not be met.

**3. Emergencies - Information Provided.**

- a. Upon dispatch, the requesting department shall, at a minimum:
  - i. Give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;
  - ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and

- iii. Provide communications channels for command functions as well as any tactical channels.

4. Command Authority.

- a. Upon arrival of the requested department's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department's Incident Command ("IC").
- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Costs & Liability.

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

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

- a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested department, such withdrawal may be initiated at the sole discretion of the requested department's senior personnel at the scene.
- b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested department's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.
- c. The requested department's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting department's IC in a manner that



best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either department.

7. Withdrawal from Agreement.

This Agreement shall continue until either department gives thirty (30) days' notice of its withdrawal, in writing, to the other department.

8. Training.

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.

9. Annual Operating Plan.

- a. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Chiefs and Borough Mayor.
- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Cicciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED as to form and legal  
Sufficiency**

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Johni Blankenship, Borough Clerk

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Patty Burley, Deputy Borough Attorney

## Kenai Peninsula Borough Western Emergency Service Area

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Roy Browning, Fire Chief, Central Emergency Services *RB*

**FROM:** Jon Marsh, Fire Chief, Western Emergency Service Area *JM*  
Bob Ciciarella, Fire Chief, Kachemak Emergency Services *RWC*

**DATE:** February 4, 2021

**RE:** Resolution 2021-*013*, Approving Mutual Aid and Automatic Aid Agreements and Operational Plans Between Western Emergency Service Area and Kachemak Emergency Service Area for Fire Response Services (Mayor)

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This resolution would approve the attached mutual aid and automatic aid agreements and the initial operational plans between Western Emergency Service Area and Kachemak Emergency Service Area for fire and emergency response services.

Mutual aid and automatic aid agreements allow for specific resource requests between the agencies to assist each other with emergency responses. Assistance is through the provision of resources as set out in the agreements and operational plans.

The agreements are for mutual and automatic aid response of fire and emergency medical resources and personnel, and will continue in effect per the terms of the agreements unless earlier terminated. The resolution would allow the operational plans, which detail specific response procedures, to be modified in the future without assembly approval as long as changes do not conflict with the basic elements of the mutual and automatic aid agreements.

Your consideration is appreciated.

## **MUTUAL AID AGREEMENT**

### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE KACHEMAK EMERGENCY SERVICE AREA**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and KACHEMAK EMERGENCY SERVICE AREA (KESA) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.

- a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either department for the purpose of assisting in fighting fires or responding to other emergency incidents.
- b. Requests for mutual aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
- c. Requests for mutual aid shall include as much detail as circumstance and time allow.

2. Response to Mutual Aid Request.

- a. The senior officer on duty at the requested department shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested department's ability to meet its responsibility within its own jurisdictional area.
- b. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide.
- c. When a request cannot be met, the denying departments should follow-up the verbal communication by documenting, in writing, why the request could not be met.

3. Emergencies - Information Provided.

- a. Upon dispatch, the requesting department shall, at a minimum:
  - i. Give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;
  - ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and

- iii. Provide communications channels for command functions as well as any tactical channels.

4. Command Authority.

- a. Upon arrival of the requested department's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department's Incident Command ("IC").
- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Costs & Liability.

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

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

- a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested department, such withdrawal may be initiated at the sole discretion of the requested department's senior personnel at the scene.
- b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested department's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.
- c. The requested department's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting department's IC in a manner that

best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either department.

7. Withdrawal from Agreement.

This Agreement shall continue until either department gives thirty (30) days' notice of its withdrawal, in writing, to the other department.

8. Training.

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.

9. Annual Operating Plan.

- a. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Chiefs and Borough Mayor.
- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Cicciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED as to form and legal  
Sufficiency**

---

Johni Blankenship, Borough Clerk

---

Patty Burley, Deputy Borough Attorney

**OPERATIONAL PLAN (Exhibit A)**  
**MUTUAL AID AGREEMENT**  
**BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE KACHEMAK**  
**EMERGENCY SERVICE AREA**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the Kachemak Emergency Service Area (KESA) is for mutual aid response (the "Plan") and the temporary exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between WESA and KESA. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor. Major revisions require concurrence by the KPB Assembly. In addition, this Plan may be terminated by either party upon termination of the Mutual Aid Agreement.

**I. AMOUNT AND TYPE OF ASSISTANCE**

- a. For fire responses, WESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the KESA On-Scene Incident Commander (OIC). The KESA OIC retains the option to direct the responding department to any other location as needed within the KESA jurisdiction.
- b. A WESA medic unit may be requested within the KESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the KESA OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, KESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the WESA OIC. The WESA OIC retains the option to direct the responding department to any other location as needed within the WESA jurisdiction.



- d. A KESA medic unit may be requested within the WESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the WESA OIC may alter the manning level of apparatus to best suit the needs of call.
- e. Upon dispatch, the responding department will respond to the location provided by requesting department's OIC unless directed to respond to a different location.
- f. Cancellation may occur per the requesting department's OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting department's OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. INCIDENT REPORTING**

Each department shall be responsible for reporting the incident in accordance with their department policy and procedures, including Borough policy and procedures.

**V. REVISIONS**

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Mutual Aid Agreement.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Cicciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED as to form and legal  
sufficiency**

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID  
BETWEEN WESTERN EMERGENCY SERVICE AREA AND  
KACHEMAK EMERGENCY SERVICE AREA**

This Automatic Aid Agreement (the "Agreement"), dated this \_\_ day of \_\_\_\_\_, 2021, by and between the Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the Kachemak Emergency Service Area (KESA) (sometimes referred to herein as the "Parties").

**1. Response to Automatic Aid Requests.**

- a. Both parties to this Agreement provide structural fire, wildland fire and explosion protection services within their jurisdictions.
- b. In return for the services to be provided by WESA, KESA agrees to provide a designated fire response, as determined by the Fire Chief of KESA.
- c. In return for the services to be provided by KESA, WESA agrees to provide a designated structural fire response, as determined by the Fire Chief of WESA.

**2. Emergencies – Information Provided.**

Upon receipt of a structural fire, wildland fire or explosion alarm through a 9-1-1 Call Center within the automatic aid response area of either service area, WESA or KESA will automatically dispatch its nearest available and appropriate designated fire response to that incident alarm location. The automatic aid response areas are determined by the Fire Chiefs of WESA and KESA and are set forth in the Annual Operational Plan.

**3. Jurisdiction.**

"Jurisdiction" is defined to be that political and geographical boundary designating the respective service areas that are party to this Agreement.

**4. Authority to Establish the Automatic Aid Agreement.**

- a. Alaska State Statute, AS 18.70.150 authorizes the borough to organize or enter into mutual aid agreements to go to or extend aid to another city or borough
- b. Automatic Aid is automatic mutual aid.

## **5. Command Authority.**

- a. When the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation.
- b. Upon arrival of the jurisdictional department, the operational responsibility for the situation will be immediately assumed by the jurisdictional department.
- c. The aiding department personnel will be under the direction of the Officer In Charge of the jurisdictional department.
- d. The aiding department will be released from the scene as soon as practical by the officer in charge of the jurisdictional department.

## **6. Withdrawal of Resources or Assignment Turndown.**

- a. If, after arrival at the emergency scene or staging area with the resources as identified in the Annual Operational Plan, it becomes necessary to withdraw a portion or all of such resources in order to address an emergency situation in the jurisdiction served by the aiding department, such withdrawal may be initiated at the sole discretion of the OIC of the aiding department.
- b. Such withdrawal may also be made at the sole discretion of the OIC of the aiding department if it is determined that the aiding department's resources are being subjected to unnecessary or unreasonable danger.
- c. In either case, the OIC shall coordinate the withdrawal with the aiding department's OIC in a manner that avoids endangering the personnel of either department.
- d. It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of using its own resources to provide fire protection within any part of its own jurisdiction.

## **7. Responsibility for Costs & Liability.**

- a. Each party desires to provide to the other a reasonable, professional and reciprocal exchange of fire response services on a day to day basis at no additional cost.
- b. Each party shall bear its own costs for responding to an automatic aid request.
- c. Each responding agency shall be responsible for its own liabilities incurred traveling to the scene, at the scene and returning to the station of origin.

- d. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

#### **8. Annual Operational Plan.**

- a. It is in the best interests of the citizens of WESA and KESA to be provided the most expeditious and professional response to suppress fires. The details as to amounts and type of assistance to be dispatched, response areas, methods of dispatching, communications, training programs and procedures, methods of requesting aid, and the names or ranks of persons authorized to send and receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of WESA and KESA.
- b. Such details shall be recorded in an Operational Plan.
- c. The Operational Plan shall be approved and signed by the agencies and the Borough Mayor, dated and attached hereto within thirty (30) calendar days of the approval of this Agreement. The failure to attach an Operational Plan to this Agreement shall render this Agreement automatically null and void.

#### **9. Mutual Aid Agreement Not Affected.**

It is mutually understood that this Agreement will in no way affect or have any bearing on other existing area mutual aid agreements.

#### **10. Liability.**

- a. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith.
- b. For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.
- c. All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however, that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to

the Party providing aid in proportion to the level of actual damage incurred while providing automatic aid.

- d. Nothing contained in this Agreement shall be construed to be a waiver of either Party's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

#### **11. Release of Claims.**

Except as provided in 10(c) above, and to the extent permitted by law, each of the Parties agrees to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by either Party during the provision of service pursuant to this Agreement.

#### **12. Injuries to Personnel.**

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

#### **13. No Benefit to Third Parties.**

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

#### **14. Term of Agreement.**

- a. This Agreement shall commence upon the date of the Kenai Peninsula Borough mayor's signature and shall continue until December 31, 2026. This Agreement may be renewed by the Parties via written request, approved by both parties, no later than November 1<sup>st</sup> of each year. This Agreement cannot extend beyond fifteen (15) years. Renewals may be for five (5) years each.
- b. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.

**15. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Ciciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED as to form and legal  
sufficiency**

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

## **OPERATIONAL PLAN (Exhibit A)**

### **AUTOMATIC AID AGREEMENT**

#### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE KACHEMAK EMERGENCY SERVICE AREA**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of both, the Western Emergency Service Area (WESA) and the Kachemak Emergency Service Area (KESA), is for automatic aid response (the "Annual Operational Plan") of fire apparatus and personnel.

The purpose of this Plan is to outline the procedures for carrying out an automatic aid response between WESA and KESA. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor. This Plan will automatically terminate upon expiration or termination of the Automatic Aid Agreement.

#### **I. AUTOMATIC AID RESPONSE AREAS; AMOUNT AND TYPE OF ASSISTANCE**

- a. When available, WESA will automatically respond to KESA boundary limits and will provide a tanker/pumper and four (4) personnel on a first alarm response. Unless redirected by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two (2) personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- b. The service area boundaries for WESA's response to a request from KESA encompass the borders from mile 165 of the Sterling Highway to approximately mile 168.5 encompassing the Diamond Ridge Road area; and from approximately mile 15 to approximately mile 17 of the North Fork Road. The response area is depicted on the attached map.
- c. When available, KESA will automatically respond to the WESA, and will provide a tanker/pumper and four (4) personnel on a first alarm response. Unless redirected by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two (2)



- personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- d. The service area boundaries for KESA's response to a request from WESA encompass the borders from mile 165 of Sterling Highway to approximately mile 156.5 at Milo Fritz Avenue and up the south end of North Fork Road from mile 17 to mile 11 and are depicted in the attached map.
  - e. Cancellation may occur in small, uncomplicated incidents, , out on arrival, out immediately after arrival, emergency in home territory, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch will tone out the Automatic Aid request as instructed by the requesting department's OIC. Automatic Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. INCIDENT REPORTING**

Each department shall be responsible for reporting the incident in accordance with their department policy and procedures, including Borough policy and procedures.

## **V. REVISIONS**

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Automatic Aid Agreement.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Cicciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

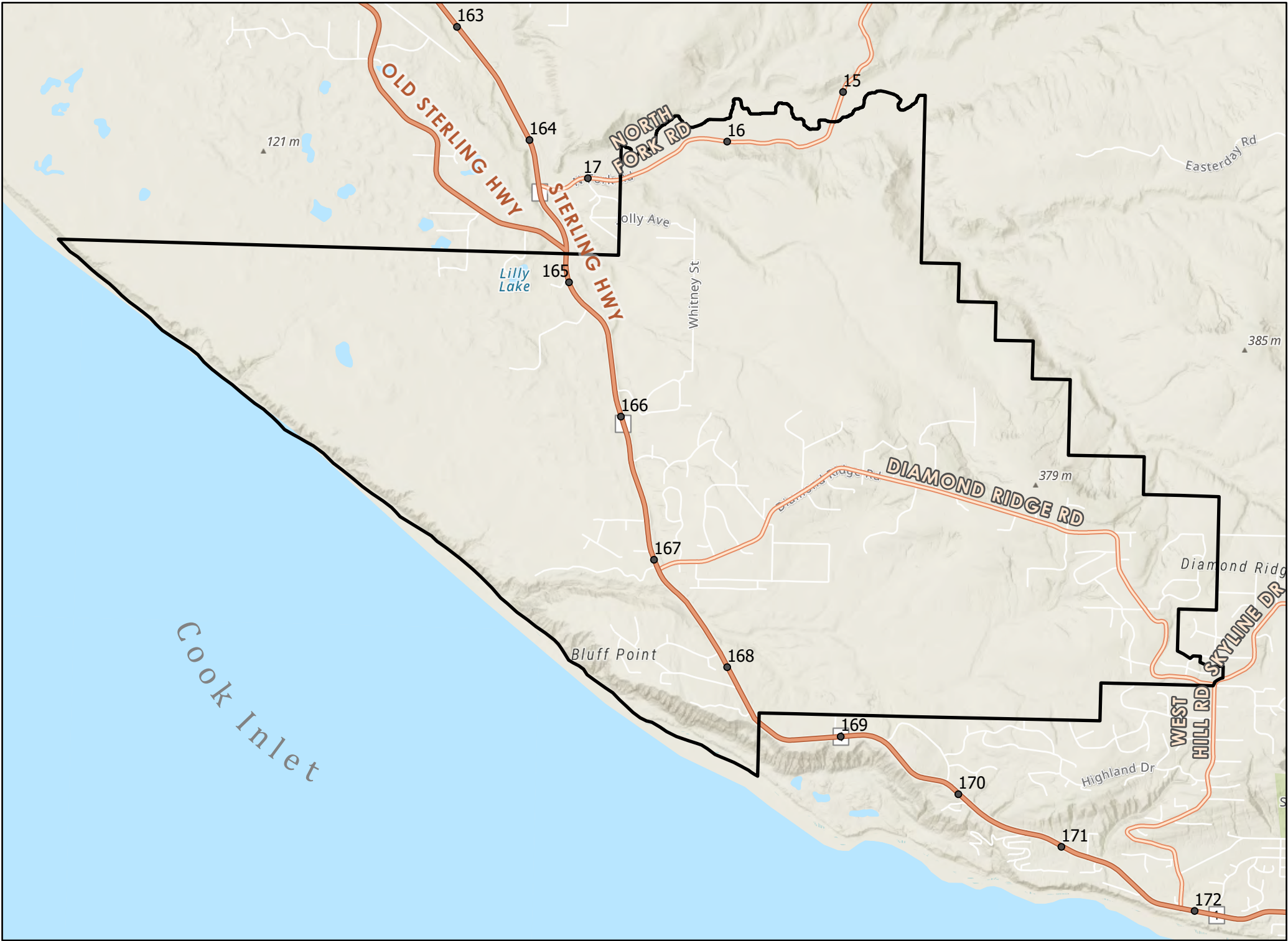
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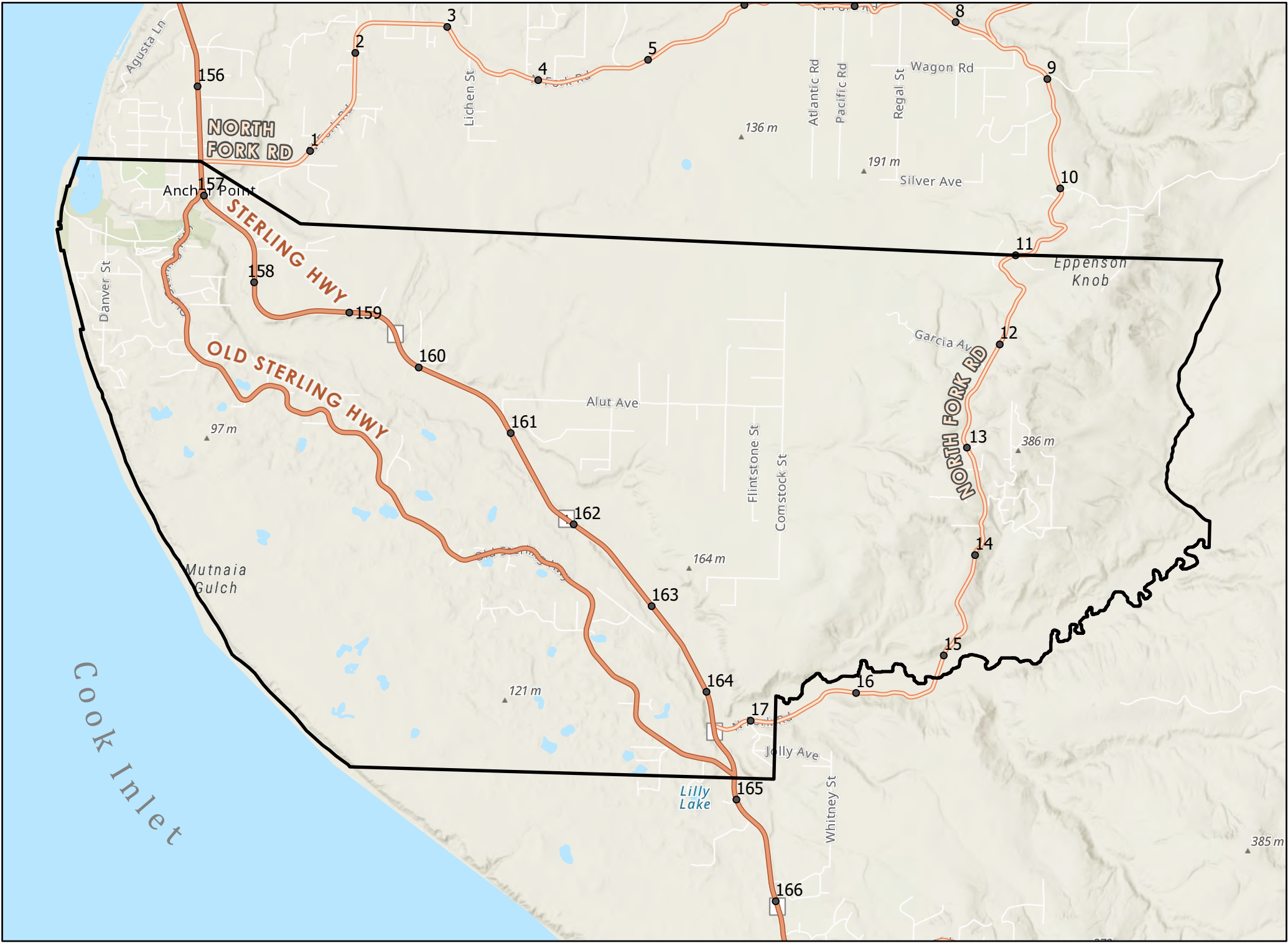
**ATTEST:**

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

**APPROVED as to form and legal  
sufficiency**

\_\_\_\_\_  
Patty Burley, Deputy Borough Attorney





Introduced by:	Mayor
Date:	02/16/21
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-014**

**A RESOLUTION APPROVING MUTUAL AID AND AUTOMATIC AID  
AGREEMENTS AND OPERATIONAL PLANS BETWEEN WESTERN EMERGENCY  
SERVICE AREA AND THE HOMER VOLUNTER FIRE DEPARTMENT FOR FIRE  
RESPONSE SERVICES**

- WHEREAS,** mutual aid agreements and their operation plans provide for additional resources to residents of the Kenai Peninsula Borough in the form of fire and medical personnel when required; and,
- WHEREAS,** automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the peninsula in the form of emergency service and fire response personnel and apparatus when required; and
- WHEREAS,** mutual aid and automatic aid agreements and operational plans are common in the fire and emergency service professions; and
- WHEREAS,** Alaska Statute 18.70.150 provides that: “[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it;” and
- WHEREAS,** the Alaska Administrative Code authorizes state certified emergency service providers to enter into mutual aid agreements with other such providers in accordance with a municipal ordinance or resolution; and
- WHEREAS,** the mutual aid and automatic aid agreements and operational plans between Western Emergency Service Area (WESA) and the Homer Volunteer Fire Department (HVFD) sets forth response areas and terms of mutual and automatic aid; and
- WHEREAS,** all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and



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

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

**WHEREAS,** at its meeting of December 9, 2020 the Western Emergency Service Area Board unanimously recommended approval; and

**WHEREAS,** at its meeting of January 11, 2021, the City Council for the City of Homer recommended adopting the resolution and entering into the agreements;

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

**SECTION 1.** That mutual aid and automatic aid agreements between WESA and HVFD serves the best interests of Kenai Peninsula residents and visitors and are hereby approved. The mayor is authorized to execute a mutual aid and automatic aid agreement substantially in the form of the attached agreements.

**SECTION 2.** That the operational plans substantially in the form attached hereto are hereby approved and the WESA and HVFD boards and chiefs are hereby authorized to approve amendments to the operational plans with the mayor's approval without further review by the assembly so long as any such amendments do not conflict with the respective mutual aid or automatic aid agreement.

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

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH OF FEBRUARY, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

**OPERATIONAL PLAN**  
**(Exhibit A)**  
**MUTUAL AID AGREEMENT**  
**BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE HOMER**  
**VOLUNTEER FIRE DEPARTMENT**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the City of Homer on behalf of the Homer Volunteer Fire Department (HVFD) is for mutual aid response (the "Plan") and the temporary exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between WESA and HVFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor and Homer City Manager. Major revisions require concurrence by the KPB Assembly and Homer City Council.

**I. AMOUNT AND TYPE OF ASSISTANCE**

- a. For fire responses, WESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the HVFD On-Scene Incident Commander (OIC). The HVFD OIC retains the option to direct the responding department to any other location as needed within the HVFD jurisdiction.
- b. A WESA medic unit may be requested within the HVFD jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the HVFD OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, HVFD will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the WESA OIC. The WESA OIC retains the option to direct the responding department to any other location as needed within the WESA jurisdiction.
- d. A HVFD medic unit may be requested within the WESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon



dispatch, the WESA OIC may alter the manning level of apparatus to best suit the needs of call.

- e. Upon dispatch, the responding department will respond to the location provided by requesting department's OIC unless directed to respond to a different location.
- f. Cancellation may occur per the requesting department's OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting department's OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. INCIDENT REPORTING**

Each department shall be responsible for reporting the incident in accordance with their department policy and procedures, including Borough policy and procedures.

## **V. REVISIONS**

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Mutual Aid Agreement.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Chief

Date: \_\_\_\_\_

**HOMER VOLUNTEER FIRE  
DEPARTMENT (HVFD)**

\_\_\_\_\_  
Mark Kirko, Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**CITY OF HOMER**

**ATTEST (City of Homer)**

\_\_\_\_\_  
Rob Dumouchel, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Melissa Jacobsen, City Clerk

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

**APPROVED as to form & legal  
sufficiency**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Patty Burly, Deputy Borough Attorney

**ATTEST (for Kenai Peninsula Borough)**

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

## **MUTUAL AID AGREEMENT**

### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE HOMER VOLUNTEER FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and the CITY OF HOMER on behalf of the HOMER VOLUNTEER FIRE DEPARTMENT (HVFD) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.
  - a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either department for the purpose of assisting in fighting fires or responding to other emergency incidents.
  - b. Requests for mutual aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
  - c. Requests for mutual aid shall include as much detail as circumstance and time allow.
  
2. Response to Mutual Aid Request.
  - a. The senior officer on duty at the requested department shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested department's ability to meet its responsibility within its own jurisdictional area.
  - b. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide.
  - c. When a request cannot be met, the denying department should follow-up the verbal communication by documenting, in writing, why the request could not be met.
  
3. Emergencies - Information Provided.
  - a. Upon dispatch, the requesting department shall, at a minimum:
    - i. Give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;

- ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and
- iii. Provide communications channels for command functions as well as any tactical channels.

4. Command Authority.

- a. Upon arrival of the requested department's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department's Incident Command ("IC").
- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Costs & Liability.

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

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

- a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested department, such withdrawal may be initiated at the sole discretion of the requested department's senior personnel at the scene.
- b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested department's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.

- c. The requested department's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting department's IC in a manner that best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either department.

7. Withdrawal from Agreement.

This Agreement shall continue until either department gives thirty (30) days' notice of its withdrawal, in writing, to the other department.

8. Training.

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.

9. Annual Operating Plan.

- a. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Chiefs and Borough Mayor.
- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Chief

Date:\_\_\_\_\_

**HOMER VOLUNTEER FIRE  
DEPARTMENT (HVFD)**

\_\_\_\_\_  
Mark Kirko, Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CITY OF HOMER**

\_\_\_\_\_  
Rob Dumouchel, City Manager  
Date: \_\_\_\_\_

**ATTEST (City of Homer)**

\_\_\_\_\_  
Melissa Jacobsen, City Clerk  
Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor  
Date: \_\_\_\_\_

**APPROVED as to form & legal  
sufficiency**

\_\_\_\_\_  
Patty Burly, Deputy Borough Attorney

**ATTEST (for Kenai Peninsula Borough)**

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

## Kenai Peninsula Borough Western Emergency Service Area

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Roy Browning, Fire Chief, Central Emergency Services *RB*

**FROM:** Jon Marsh, Fire Chief, Western Emergency Service Area *JM*

**DATE:** February 4, 2021

**RE:** Resolution 2021-014, Approving Mutual Aid and Automatic Aid Agreements and Operational Plans Between Western Emergency Service Area and the Homer Volunteer Fire Department (Mayor)

---

This resolution would approve the attached mutual aid and automatic aid agreements and initial operational plans between the Western Emergency Service Area (WESA) and the City of Homer Volunteer Fire Department (HVFD) for fire and emergency response services.

Mutual aid and automatic aid agreements allow for specific resource requests between the agencies to assist each other with emergency responses. Assistance is through the provision of resources as set out in the agreements and operational plans.

The agreements provide for mutual and automatic aid response of fire and emergency medical service resources and personnel, and will continue in effect per the terms of the agreements unless earlier terminated. The resolution would allow the operational plans, which detail response procedures, to be modified in the future without assembly approval as long as changes made do not conflict with the basic parameters of the individual mutual and automatic aid agreements.

Your consideration is appreciated.

## **MUTUAL AID AGREEMENT**

### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE HOMER VOLUNTEER FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and the CITY OF HOMER on behalf of the HOMER VOLUNTEER FIRE DEPARTMENT (HVFD) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.

- a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either department for the purpose of assisting in fighting fires or responding to other emergency incidents.
- b. Requests for mutual aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
- c. Requests for mutual aid shall include as much detail as circumstance and time allow.

2. Response to Mutual Aid Request.

- a. The senior officer on duty at the requested department shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested department's ability to meet its responsibility within its own jurisdictional area.
- b. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide.
- c. When a request cannot be met, the denying department should follow-up the verbal communication by documenting, in writing, why the request could not be met.

3. Emergencies - Information Provided.

- a. Upon dispatch, the requesting department shall, at a minimum:
  - i. Give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;



- ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and
- iii. Provide communications channels for command functions as well as any tactical channels.

4. Command Authority.

- a. Upon arrival of the requested department's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department's Incident Command ("IC").
- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Costs & Liability.

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

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

- a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested department, such withdrawal may be initiated at the sole discretion of the requested department's senior personnel at the scene.
- b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested department's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.

- c. The requested department's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting department's IC in a manner that best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either department.

7. Withdrawal from Agreement.

This Agreement shall continue until either department gives thirty (30) days' notice of its withdrawal, in writing, to the other department.

8. Training.

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.

9. Annual Operating Plan.

- a. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Chiefs and Borough Mayor.
- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Chief

Date:\_\_\_\_\_

**HOMER VOLUNTEER FIRE  
DEPARTMENT (HVFD)**

\_\_\_\_\_  
Mark Kirko, Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CITY OF HOMER**

\_\_\_\_\_  
Rob Dumouchel, City Manager  
Date: \_\_\_\_\_

**ATTEST (City of Homer)**

\_\_\_\_\_  
Melissa Jacobsen, City Clerk  
Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor  
Date: \_\_\_\_\_

**APPROVED as to form & legal  
sufficiency**

\_\_\_\_\_  
Patty Burly, Deputy Borough Attorney

**ATTEST (for Kenai Peninsula Borough)**

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

**OPERATIONAL PLAN**  
**(Exhibit A)**  
**MUTUAL AID AGREEMENT**  
**BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE HOMER**  
**VOLUNTEER FIRE DEPARTMENT**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the City of Homer on behalf of the Homer Volunteer Fire Department (HVFD) is for mutual aid response (the "Plan") and the temporary exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between WESA and HVFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor and Homer City Manager. Major revisions require concurrence by the KPB Assembly and Homer City Council.

**I. AMOUNT AND TYPE OF ASSISTANCE**

- a. For fire responses, WESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the HVFD On-Scene Incident Commander (OIC). The HVFD OIC retains the option to direct the responding department to any other location as needed within the HVFD jurisdiction.
- b. A WESA medic unit may be requested within the HVFD jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the HVFD OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, HVFD will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the WESA OIC. The WESA OIC retains the option to direct the responding department to any other location as needed within the WESA jurisdiction.
- d. A HVFD medic unit may be requested within the WESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon

dispatch, the WESA OIC may alter the manning level of apparatus to best suit the needs of call.

- e. Upon dispatch, the responding department will respond to the location provided by requesting department's OIC unless directed to respond to a different location.
- f. Cancellation may occur per the requesting department's OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting department's OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. INCIDENT REPORTING**

Each department shall be responsible for reporting the incident in accordance with their department policy and procedures, including Borough policy and procedures.

## **V. REVISIONS**

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Mutual Aid Agreement.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Chief

Date: \_\_\_\_\_

**HOMER VOLUNTEER FIRE  
DEPARTMENT (HVFD)**

\_\_\_\_\_  
Mark Kirko, Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**CITY OF HOMER**

**ATTEST (City of Homer)**

\_\_\_\_\_  
Rob Dumouchel, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Melissa Jacobsen, City Clerk

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

**APPROVED as to form & legal  
sufficiency**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Patty Burly, Deputy Borough Attorney

**ATTEST (for Kenai Peninsula Borough)**

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



**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID  
BETWEEN WESTERN EMERGENCY SERVICE AREA AND  
HOMER VOLUNTEER FIRE DEPARTMENT**

This Automatic Aid Agreement (the "Agreement"), dated this \_\_ day of \_\_\_\_\_, 2021, is made by and between the Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the City of Homer on behalf of the Homer Volunteer Fire Department (HVFD) (sometimes referred to herein as the "Parties").

**1. Response to Automatic Aid Requests.**

- a. Both parties to this Agreement provide structure fire, wildland fire and explosion protection services within their jurisdictions.
- b. In return for the services to be provided by WESA, HVFD agrees to provide a designated fire response, as determined by the Fire Chief of HVFD.
- c. In return for the services to be provided by HVFD, WESA agrees to provide a designated fire response, as determined by the Fire Chief of WESA.

**2. Emergencies – Information Provided.**

Upon receipt of a structure fire, wildland fire or explosion alarm through a 9-1-1 Call Center within the automatic aid response area of either service area, WESA or HVFD will automatically dispatch its nearest available and appropriate designated fire response to that incident alarm location. The automatic aid response areas are determined by the Fire Chiefs of WESA and HVFD and are set forth in the Annual Operational Plan.

**3. Jurisdiction.**

"Jurisdiction" is defined to be that political and geographical boundary designating the respective service areas of the parties to this Agreement.

**4. Authority to Establish the Automatic Aid Agreement.**

- a. Alaska State Statute, AS 18.70.150 authorizes the borough to organize or enter into mutual aid agreements to go to or extend aid to another city or borough.
- b. Automatic Aid is automatic mutual aid.

**5. Command Authority.**

- a. When the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation.



- b. Upon arrival of the jurisdictional department, the operational responsibility for the situation will be immediately assumed by the jurisdictional department.
- c. The aiding department personnel will be under the direction of the Officer in Charge (OIC) of the jurisdictional department.
- d. The aiding department will be released from the scene as soon as practical by the OIC of the jurisdictional department.

**6. Withdrawal of Resources or Assignment Turndown.**

- a. If, after arrival at the emergency scene or staging area with the resources as identified in the Annual Operational Plan, it becomes necessary to withdraw a portion or all of such resources in order to address an emergency situation in the jurisdiction served by the aiding department, such withdrawal may be initiated at the sole discretion of the OIC of the aiding department.
- b. Such withdrawal may also be made at the sole discretion of the OIC of the aiding department if it is determined that the aiding department's resources are being subjected to unnecessary or unreasonable danger.
- c. In either case, the OIC shall coordinate the withdrawal with the aiding department's OIC in a manner that avoids endangering the personnel of either department.
- d. It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of using its own resources to provide fire protection within any part of its own jurisdiction.

**7. Responsibility for Costs & Liability.**

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

**8. Annual Operational Plan.**

- a. It is in the best interests of the citizens of WESA and HVFD to be provided the most expeditious and professional response to suppress fires. The details as to amounts and type of assistance to be dispatched, response

areas, methods of dispatching, communications, training programs and procedures, methods of requesting aid, and the names or ranks of persons authorized to send and receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of WESA and HVFD.

- b. Such details shall be recorded in an Operational Plan.
- c. The Operational Plan shall be approved and signed by the agencies, the Borough Mayor and the Homer City Manager, dated and attached hereto within thirty (30) calendar days of the approval of this Agreement. The failure to attach an Operational Plan to this Agreement shall render this Agreement automatically null and void.

#### **9. Mutual Aid Agreement Not Affected.**

It is mutually understood that this Agreement will in no way affect or have any bearing on other existing area mutual aid agreements.

#### **10. Liability.**

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

#### **11. Release of Claims.**

Except as provided in 10(c) above, and to the extent permitted by law, each of the Parties agrees to hold harmless and release the other Party from any and all

liabilities, suits, claims, judgments, costs or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by either Party during the provision of service pursuant to this Agreement.

**12. Injuries to Personnel.**

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

**13. No Benefit to Third Parties.**

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

**14. Term of Agreement.**

- a. This Agreement shall commence upon the date of the Kenai Peninsula Borough mayor's signature and shall continue until December 31, 2026. This Agreement may be renewed by the Parties via written request, approved by both parties, no later than November 1<sup>st</sup> of each year. This Agreement cannot extend beyond fifteen (15) years. Renewals may be for five (5) years each.
- b. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.

**15. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Chief

Date:\_\_\_\_\_

**HOMER VOLUNTEER FIRE  
DEPARTMENT (HVFD)**

\_\_\_\_\_  
Mark Kirko, Chief

Date:\_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CITY OF HOMER**

\_\_\_\_\_  
Rob Dumouchel, City Manager

Date: \_\_\_\_\_

**ATTEST (City of Homer)**

\_\_\_\_\_  
Melissa Jacobsen, City Clerk

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date:\_\_\_\_\_

**APPROVED as to form & legal  
sufficiency**

\_\_\_\_\_  
Patty Burly, Deputy Borough Attorney

**ATTEST (for Kenai Peninsula Borough)**

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

## **OPERATIONAL PLAN (Exhibit A)**

### **AUTOMATIC AID AGREEMENT**

#### **BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE HOMER VOLUNTEER FIRE DEPARTMENT**

This Operational Plan (Plan) between the Kenai Peninsula Borough, on behalf of the Western Emergency Service Area (WESA) and the City of Homer, on behalf of the Homer Volunteer Fire Department (HVFD) is for automatic aid response of fire apparatus and personnel.

The purpose of this Plan is to outline the procedures for carrying out an automatic aid response between WESA and HVFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered annually by the written consent of WESA, HVFD, the KPB Mayor and the Homer City Manager. In addition, this Plan may be terminated by either party after a 30-day written notice has been given to the other party involved in the Automatic Aid Agreement.

#### **I. AUTOMATIC AID RESPONSE AREAS AND AMOUNT AND TYPE OF ASSISTANCE**

- a. When available, WESA will automatically respond to the city limits of Homer, and will provide a tanker/pumper and four personnel on a first alarm response. Unless redirected by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- b. When available, HVFD will automatically respond to the Western Emergency Service Area south of Happy Valley Creek, and will provide a tanker/pumper and four personnel on a first alarm response. Unless redirected by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- c. Cancellation may occur in small, uncomplicated incidents, out on arrival, out immediately after arrival, emergency in home territory, etc.

## **II. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Fire Chief or the Chief's Operations or Training Officers in each department. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

## **III. COMMUNICATIONS**

- a. RADIO – Dispatch shall announce by radio that Automatic Aid is needed. This will occur without direction by either department for fire incidents. The responding agency, after notifying dispatch that they are en route, will switch to the requesting agency's dispatch channel and advise the OIC they are en route.
- b. The responding agency will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

## **IV. FIRE INCIDENT REPORTING**

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

## **V. REVISIONS**

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

### **WESTERN EMERGENCY SERVICE AREA (WESA)**

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Jon Marsh, Chief

Date: \_\_\_\_\_

### **HOMER VOLUNTEER FIRE DEPARTMENT (HVFD)**

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Mark Kirko, Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date:\_\_\_\_\_

**CITY OF HOMER**

\_\_\_\_\_  
Rob Dumouchel, City Manager

Date: \_\_\_\_\_

**ATTEST (City of Homer)**

\_\_\_\_\_  
Melissa Jacobsen, City Clerk

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

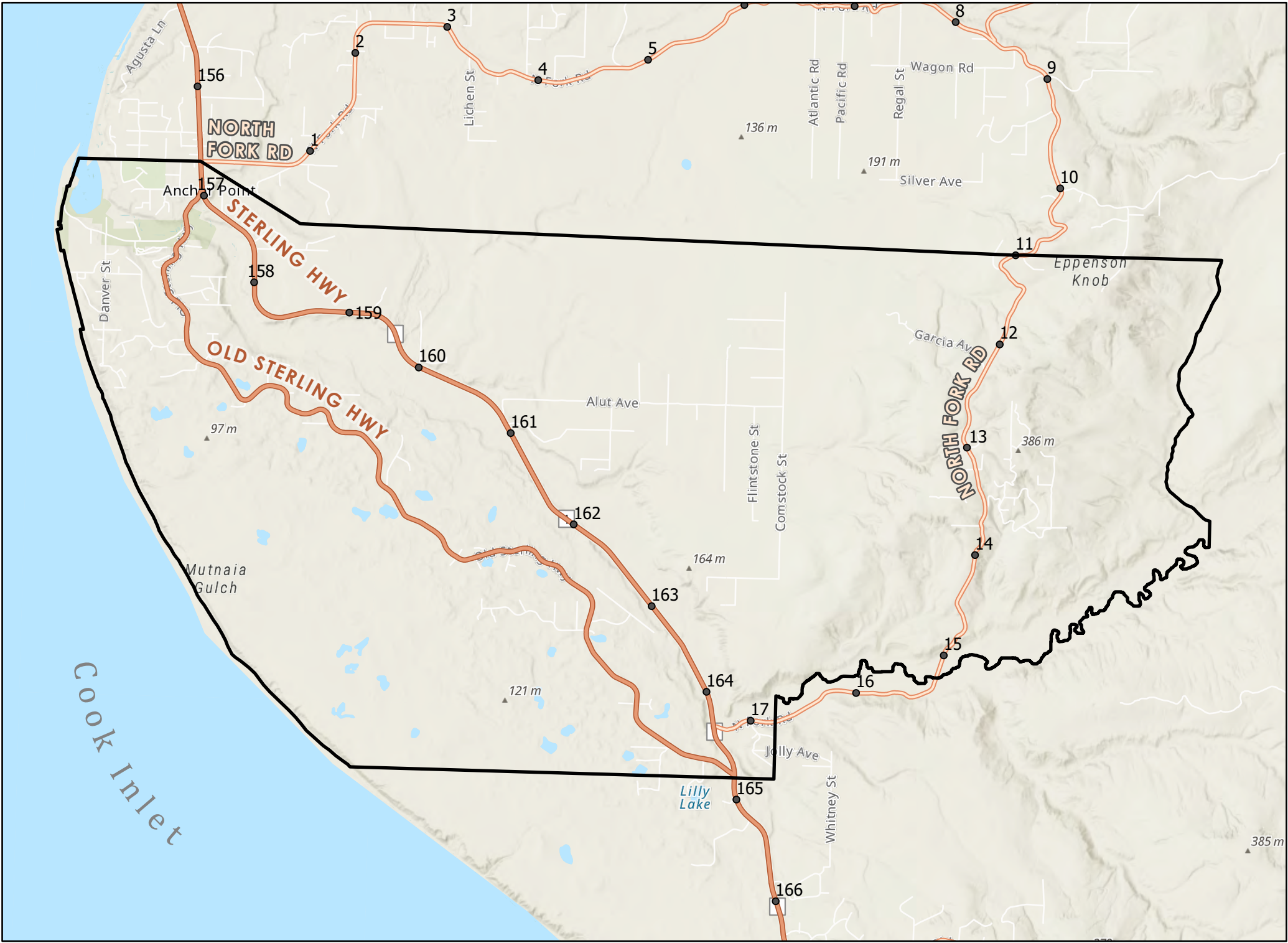
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**APPROVED as to form & legal  
sufficiency**

\_\_\_\_\_  
Patty Burly, Deputy Borough Attorney

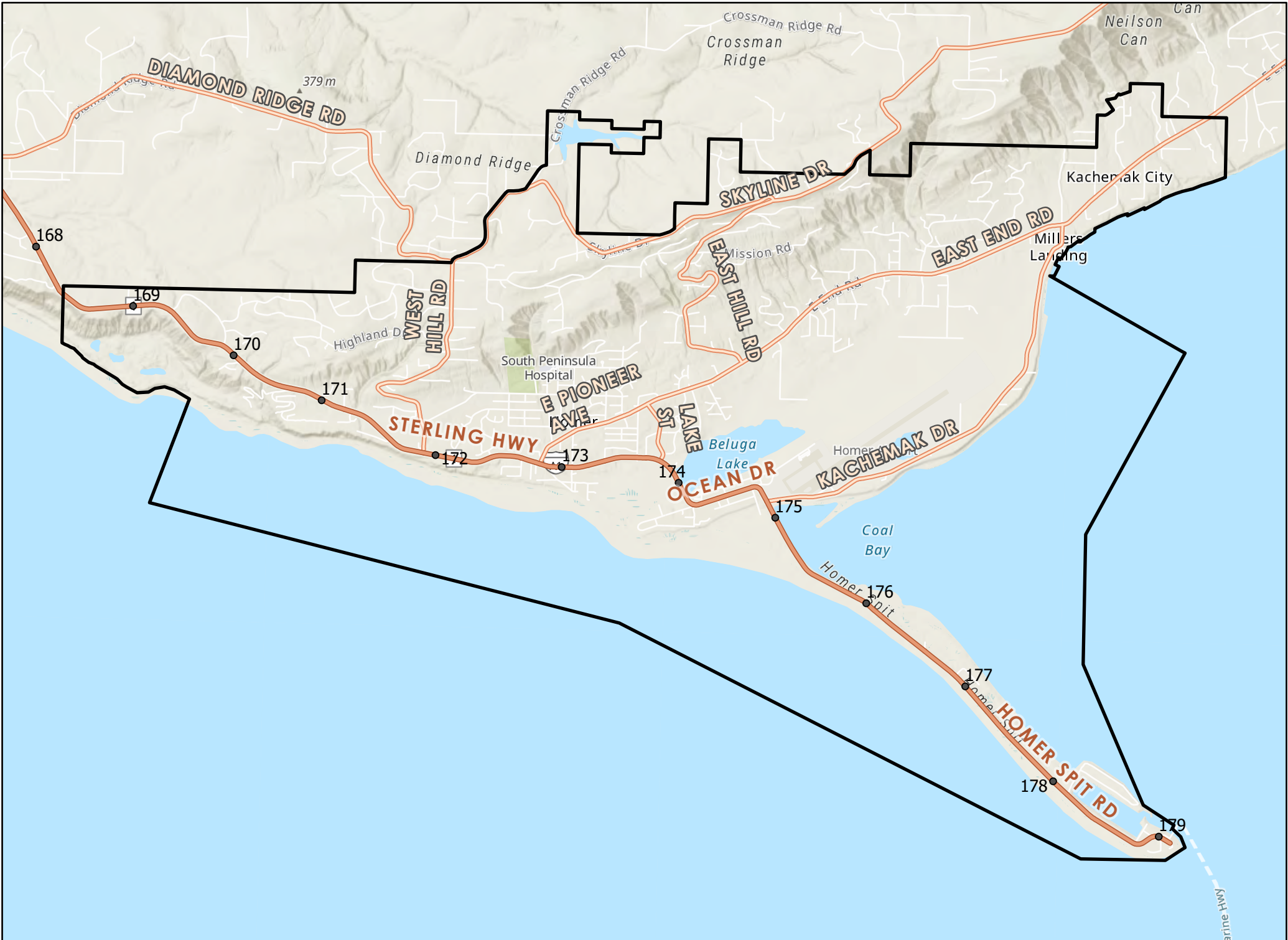
**ATTEST (for Kenai Peninsula Borough)**

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









Introduced by:	Cox, Johnson, Mayor
Date:	02/16/21
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-015**

**A RESOLUTION ENCOURAGING ALASKA REPRESENTATIVES AND GOVERNOR  
DUNLEAVY TO FULLY FUND THE STATE’S BUDGET FOR ABANDONED  
VEHICLE REMOVAL WITHIN THE KENAI PENINSULA BOROUGH**

**WHEREAS,** on January 7, 2020, the Kenai Peninsula Borough Assembly passed Ordinance 2019-39 repealing Chapter 12.06, abandoned vehicles, and enacting Chapter 12.08, Junk and Abandoned Vehicles; and

**WHEREAS,** this new chapter is a KPB code update to specifically address junk and abandoned vehicles left along borough rights-of-way; and

**WHEREAS,** for some time the borough has struggled with junk and abandoned vehicles being left within rights-of-way rather than being brought to the borough-owned landfill or one of several other locations that accepts vehicles free of charge; and

**WHEREAS,** the abundance of junk and abandoned vehicles on the Kenai Peninsula has created a public nuisance, impeded road maintenance and caused significant road hazards, especially during the winter months; and

**WHEREAS,** abandoned vehicles attract vandalism, are used for drug drops, accumulate trash and debris (including human feces and drug paraphernalia), and sometimes become shelters for drug users and/or homeless individuals; and

**WHEREAS,** abandoned and junk vehicles contain hazardous substances like fuel, coolant, and other fluids that often leak onto the right-of-way and into the water table, polluting the surrounding environment causing risk to the health and safety of people and animals; and

**WHEREAS,** the entire State of Alaska, including the Kenai Peninsula Borough, benefits significantly from visitors and the tourism industry; and

**WHEREAS,** first impressions should be positive, showcasing Alaska’s pristine beauty; not visuals of junk and abandoned vehicles with missing tires, broken windows, and torched interiors littered along our highways; and

**WHEREAS,** since passage of Ordinance 2019-39 the Kenai Peninsula Borough has successfully towed approximately 28 vehicles to date resulting in 16 citations issued for

abandoned vehicle infractions, with approximately \$1,370 collected to date from vehicle owners; and

**WHEREAS,** Kenai Peninsula Borough's efforts are paying off with a noticeable decrease in the number of junk and abandoned vehicles being left in Borough rights-of-way; and

**WHEREAS,** even with this reduction in junk and abandoned vehicles on Borough maintained roadways, the problem still exists with the number of junk and abandoned vehicles along the State maintained highways visibly increasing; and

**WHEREAS,** Alaska Statute 28.11.010 states that it is unlawful for a person to abandon a vehicle upon a highway or vehicular way or area; and

**WHEREAS,** despite having laws making it unlawful, the State of Alaska has not adequately funded enforcement of AS 28.11.010 in several years allowing junk and abandoned vehicles to remain alongside state highways on the Kenai Peninsula despite the strong efforts of Borough and cities to clean up such nuisances; and

**WHEREAS,** the State has the ability to recover its fees and costs by issuing citations to vehicle owners and by collecting against the Permanent Fund Dividend of owners for the costs incurred in towing and temporarily storing abandoned and junk vehicles left along the state highways; and

**WHEREAS,** only when both the State and the Boroughs work together to address this serious problem of junk and abandoned vehicles along our roadways will it finally be properly addressed;

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

**SECTION 1** That the Kenai Peninsula Borough Assembly hereby urges our Kenai Peninsula State Representatives and Governor Dunleavy to recognize the importance of enforcing its abandoned and junk vehicle laws in order to protect the citizens and visitors of Alaska from dangerous hazards and unsightly nuisances created by abandoned vehicles left in our State rights-of-way.

**SECTION 2.** That the Kenai Peninsula Borough Assembly Requests Governor Dunleavy's support in providing budget funding for enforcement against junk and abandoned vehicles.

**SECTION 3.** That the Kenai Peninsula Borough Assembly requests our State Legislature provide budget funding for enforcement against junk and abandoned vehicles.

**SECTION 4.** That a copy of this resolution be sent to all Kenai Peninsula City Councils for the cities located along state highways, Senator Peter Micciche, Senator Gary Stevens, Representative Ben Carpenter, Representative Sarah Vance, Representative Ronald Gillham, Representative Louise Stutes, and Governor Mike Dunleavy.

**SECTION 5.** That this resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.**

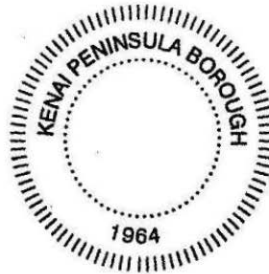


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

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

**AN ORDINANCE ACCEPTING AND APPROPRIATING FUNDING FROM THE  
STATE OF ALASKA IN THE AMOUNT OF \$426,303 FOR FISCAL YEAR 2021 AND  
APPROVING PROJECTS TO BE COMPLETED FOR COMMUNITY PURPOSES  
UNDER THE STATE’S 2019/2020 AND 2020/2021 COMMUNITY ASSISTANCE  
PROGRAMS**

- WHEREAS,** the Alaska State Legislature has provided funding to municipalities and unincorporated communities through the Community Assistance Program (“Program”); and
- WHEREAS,** AS 29.60.865 requires the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Program eligibility criteria established under AS 29.60.865; and
- WHEREAS,** through enactment of KPB Resolution 2020-018, the borough assembly certified that 27 unincorporated communities within the Kenai Peninsula Borough are eligible for participation in the state’s Program; and
- WHEREAS,** funds in the amount of \$426,303 have been received from the Alaska Department of Commerce, Community and Economic Development for the benefit of the 27 unincorporated communities; and
- WHEREAS,** pursuant to KPB Resolution 2013-022, a fee of 2.0 percent of the grant amount will be charged against the grant to cover general administrative costs; and
- WHEREAS,** the \$426,303, less administrative costs, is to be distributed evenly among the 27 unincorporated communities within the borough, or may be expended by the borough on behalf of the community; and
- WHEREAS,** the CAP program allows funds to be used for any public purpose at the discretion of the local governing body and as allowed by state statutes and borough code; and
- WHEREAS,** it is in the best interest of the borough and the 27 unincorporated communities to accept these state funds to help defray costs of providing services and programs to their residents; and



**WHEREAS,** the assembly approved acceptance of fiscal year 2020 Program funds and appropriated \$426,303 to a project contingency account through enactment of KPB Ordinance 2019-19-12; and

**WHEREAS,** the non-profit corporations or tribal entities representing the communities of Hope, Nanwalek and Razdolna deferred fiscal year 2020 awards to be combined with fiscal year 2021 to fund community projects; and

**WHEREAS,** it is in the best interest of the borough and the communities of Hope, Nanwalek and Razdolna to approved their proposed projects to be completed using the approved fiscal years 2020 and 2021 allocations; and

**WHEREAS,** the coronavirus virus pandemic created challenges for communities to create safe meeting locations that could ensure limited group interaction and physical separation; and

**WHEREAS,** it is in the best interest of the borough to approve the fiscal year 2020 non-profit or tribal entities, projects and award amounts as authorized in Resolution 2019-064 to ensure that the fiscal year 2021 Program funds are used for public purpose;

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

**SECTION 1.** That the mayor is authorized to accept \$426,303 from the State of Alaska for distribution to eligible communities or for expenditure by the borough on the community's behalf.

**SECTION 2.** That the mayor is authorized to execute any documents deemed necessary to accept and expend the Community Assistance Program funds and to fulfill the intents and purposes of this ordinance.

**SECTION 3.** That state funds in the amount of \$426,303 are appropriated to account 271.94910.21CAP.49999 contract services for fiscal year 2021.

**SECTION 4.** That the mayor is authorized to enter into grant agreements and any other documents necessary with tribal or nonprofit organizations on behalf of the qualified unincorporated communities for public projects that benefit the community as identified in the following chart for fiscal year 2021:

<b>FY2020/2021 Community Assistance Program - Recipients and Projects</b>			
<b>Community</b>	<b>Recipient</b>	<b>Project</b>	<b>Amount</b>
Anchor Point	Anchor Point Food Pantry	Office equipment / transportation	\$5,159.81
	Anchor Point Public Library	General operations	\$5,159.80
	Anchor Point Senior Citizens, Inc.	Office and surveillance equipment	\$5,159.80

Bear Creek	Bear Creek Volunteer Fire & EMS	Preparedness & Education	\$15,479.41
Clam Gulch	Caribou Hills Cabin Hoppers	Parking lot and trail improvements	\$15,479.41
Cohoe	Kasilof Public Library	Personnel costs	\$7,739.70
	Boys & Girls Club of Kenai Peninsula	Personnel costs	\$7,739.71
Cooper Landing	Cooper Landing Community Club, Inc.	Community projects	\$15,479.41
Crown Point	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Diamond Ridge	Kachemak Ski Club, Inc.	General operations	\$4,739.71
	Homer Cycling Club	Trail grooming equipment	\$4,739.70
	Kachemak Nordic Ski Club, Inc.	Trail improvements	\$3,000
	Snomads, Inc.	Trails maintenance	\$3,000
Fritz Creek	Kachemak Nordic Ski Club, Inc.	Trail improvements/equipment	\$7,739.70
	Snomads, Inc.	Trails maintenance	\$7,739.71
Funny River	Funny River Chamber of Commerce and Community Association	General operations	\$15,479.41
Hope	Hope, Inc.	Support community services and programs	\$15,479.41
Kachemak Selo	Village of Kachemak Selo Water Co., Inc.	Village roads lighting	\$15,479.41
Kalifornsky Beach	Love, Inc.	Breakfast program at K-Beach El	\$3,869.85
	Tsalteshi Trails Association, Inc.	Trail maintenance	\$3,869.85
	Bridges Community Resource Network, Inc. on behalf of Peninsula Spay/Neuter Fund	Area Spay/Neuter campaign	\$3,869.86
	Kenai Peninsula Food Bank, Inc.	Food provisions	\$3,869.85
Kasilof	Kasilof-Cohoe Cemetery Assoc.	General operations	\$7,739.70
	Kasilof Regional Historical Assoc.	General operations	\$7,739.71
Lowell Point	Lowell Point Community Council, Inc.	General operations	\$15,479.41
Moose Pass	Moose Pass Chamber of Commerce	Tourism and economic development	\$15,479.41
Nanwalek	Native Village of Nanwalek	General operations	\$15,479.41
Nikiski	Nikiski Senior Citizens, Inc.	Meal programs	\$7,739.71
	North Peninsula Community Council, Inc.	Community park project	\$7,739.70
Ninilchik	Ninilchik Senior Citizens, Inc.	Van transportation costs	\$4,524.81
	Ninilchik Community Library	General operations	\$4,524.81
	Kenai Peninsula Fair Association	General operations	\$4,524.81



	Bridges Community Resource Network, Inc. on behalf of Ninilchik Saturday Lunch Program	Student meals	\$1,904.98
Nikolaevsk	Nikolaevsk, Inc.	General operations	\$15,479.41
Port Graham	Port Graham Village Council	Safety facility expenses	\$15,479.41
Primrose	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Razdolna	Village of Razdolna, Inc.	General operations	\$15,479.41
Salamatof	AK Children's Institute for the Performing Arts, Inc.	General operations	\$15,479.41
Seldovia Village	Seldovia Village Tribe	Fire station expenses	\$15,479.41
Sterling	Sterling Community Club	General operations	\$5,159.80
	Rural Alaska Community Action Program, Inc. dba Sterling Head Start	General operations	\$5,159.81
	Sterling Area Senior Citizens	General operations	\$5,159.80
Tyonek	Boys & Girls Clubs of Southcentral Alaska	Elder and youth program	\$15,479.41
Voznesenka	Voznesenka Community Council, Inc.	General operations	\$15,479.41

**SECTION 5.** That state funds in the amount of \$46,438.23 in account 271.94910.20CAP.49999 contract services are approved for fiscal year 2020 projects in Hope, Nanwalek and Razdolna.

**SECTION 6.** That the mayor is authorized to enter into grant agreements and any other documents necessary with tribal or nonprofit organizations on behalf of the qualified unincorporated communities for public projects that benefit the community as identified in the following chart for fiscal year 2020:

FY2019/2020 Community Assistance Program - Recipients and Projects			
Community	Recipient	Project	Amount
Hope	Hope, Inc.	Support community services and programs	\$15,479.41
Nanwalek	Native Village of Nanwalek	General operations	\$15,479.41
Razdolna	Village of Razdolna, Inc.	General operations	\$15,479.41

**SECTION 7.** That each eligible non-profit or tribal entity, representing an unincorporated community, shall enter into a grant agreement with the borough prior to receipt of any community assistance program funds.

**SECTION 8.** That due to the length and nature of this project, a community shall forfeit any remaining grant distribution at the end of two consecutive fiscal years if the community has not fulfilled the intent and purpose of its grant agreement to be reappropriated by the assembly.

**SECTION 9.** This ordinance shall become effective immediately upon its enactment.

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

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*

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

**DATE:** February 4, 2021

**SUBJECT:** Ordinance 2020-19- 19, Accepting and Appropriating Funding from the State of Alaska in the Amount of \$426,303 for Fiscal Year 2021 and Approving Projects to be Completed for Community Purposes Under the State's 2019/2020 and 2020/2021 Community Assistance Programs (Mayor)

The Alaska Department of Commerce, Community and Economic Development (DCCED) annually releases pass-through funds under the Community Assistance Program from the borough to the qualified 27 unincorporated communities, which is based upon the state's approved fiscal year budget (Program). The Program provides \$15,479.41 to support services and/or projects for a public purpose (\$15,789 less 2.0 percent administrative costs pursuant to KPB Resolution 2013-022). DCCED has indicated that funds may be used for public purposes at the discretion of the local governing body and as allowed by state law and borough code.

This ordinance recognizes three actions: (1) accepting and appropriating the fiscal year 2021 allocation; (2) supports the solution to distribute the fiscal year 2021 funds to the current nonprofits or tribal entities that have a proven history of providing Program services or projects to their respective communities based upon last year's allocations because trying to conduct meetings during the coronavirus pandemic was not an option for a majority of the communities; and, (3) approves the distribution of fiscal years 2020 and 2021 awards to Hope, Nanwalek and Razdolna, which needed to defer and combine award years.

The Community & Fiscal Projects Manager shall oversee the Program.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No. <u>271-94910-20CAP-49999</u>	- \$ <u>46,438.23</u>
Acct. No. <u>271-94910-21CAP-49999</u>	- \$ <u>426,303.00</u>
By: <u><i>PP</i></u>	Date: <u>2/1/2021</u>
FY20 funds have been received FY21 funds have not been received	



THE STATE  
of ALASKA  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

Division of Community and Regional Affairs  
Juneau

P.O. Box 110809  
Juneau, AK 99811-0809  
Main: 907.465.5647  
Toll free: 877.769.4539  
Fax: 907.465.4761

Received 01/04/21

December 30, 2020

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

RE: Fiscal Year 2021 Community Assistance Program Payments

Dear Mr. Pierce:

As you are aware the FY21 Community Assistance Program(CAP) application deadline was extended until November 15, 2020, due to the COVID-19 health emergency disaster. This delayed the CAP payments calculation. The CAP fund balance as of June 30<sup>th</sup> supported the base payments and these were distributed to municipalities and communities meeting all program requirements.

We have now finalized the FY21 CAP payments to include the base and per capita amounts. The municipality/community's total CAP payment is \$739,195.86, this includes a base payment of \$300,000.00 and a per capita amount of \$12,892.86.

For the unincorporated community inside a borough only a base payment is made. The FY21 payment is \$15,789.

If a municipality/community has met all requirements and has received the base payment, the per capita payments will be distributed beginning January 4, 2021. If a municipality/community has not yet provided the require documentation, the total FY21 CAP payment will be dispersed upon submittal.

If you have any questions or concerns, you may contact me by phone at (907) 465-5647 or via email: [jeanine.mason@alaska.gov](mailto:jeanine.mason@alaska.gov).

Regards,

A handwritten signature in blue ink that reads "Jeanine Mason".

Jean Mason  
Grants Administrator II

Introduced by:	Mayor
Date:	11/10/20
Hearing:	12/01/20
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

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

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

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

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

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

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

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

**SECTION 2.** This ordinance takes effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF DECEMBER, 2020.

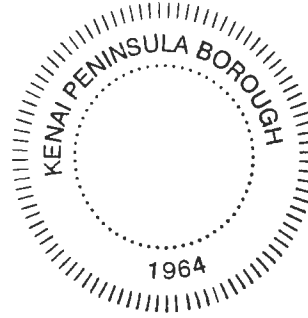


Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



Yes:	Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No:	None
Absent:	None

Introduced by:	Mayor
Date:	03/17/20
Action:	Adopted
Vote:	8 Yes, 0 No, 0 Absent, 1 Abstained

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-018**

**A RESOLUTION APPROVING TWENTY-SEVEN UNINCORPORATED  
COMMUNITIES FOR PARTICIPATION IN THE STATE’S FISCAL YEAR 2021  
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 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,** AS 29.60.865 requires the unincorporated community to have either a native village council or incorporated nonprofit 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 29.60.865(a) requires 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; and

**WHEREAS,** AS 29.60.865(c) requires that at least three of the following services be available to all residents of the unincorporated community: fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue, and that each of the three services, in any combination, be provided by one or more qualifying incorporated nonprofit entity or a native village council, or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough; and

**WHEREAS,** AS 29.60.879(1) requires the unincorporated community to have 25 or more residents residing as a social unit as defined under 3 AAC 180.110;

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

**SECTION 1.** That the assembly hereby determines that the following 27 unincorporated communities and their respective native village council or incorporated nonprofit entity are eligible for funding under the state’s fiscal year 2021 Community Assistance Program:



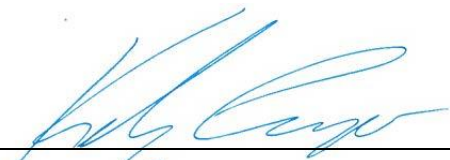
<b><u>Unincorporated Community</u></b>	<b><u>Possible Community Recipient</u></b>
Anchor Point	Anchor Point Cemetery Anchor Point Chamber of Commerce Anchor Point Safewater Corporation Anchor Point Public Library Anchor Point Senior Citizens Anchor Point Volunteer Fire & EMS Kachemak Gun Club Snomads, Inc.
Bear Creek	Bear Creek Volunteer Fire & EMS
Clam Gulch	Caribou Hills Cabin Hoppers
Cohoe	Kasilof Community Library (located in Cohoe) Boys & Girls Club of the Kenai Peninsula
Cooper Landing	Cooper Landing Community Club
Crown Point	Moose Pass Volunteer Fire Co. (Crown Point Unit)
Diamond Ridge	Kachemak Emergency Services Members Association Kachemak Nordic Ski Club Kachemak Ski Club Snomads, Inc.
Fritz Creek	Kachemak Emergency Services Members Association Kachemak Nordic Ski Club McNeil Canyon Elementary School Community Council, Inc. Snomads, Inc.
Funny River	Funny River Chamber of Commerce
Hope	Hope, Inc.
Kachemak Selo Village	Village of Kachemak Selo Water Co., Inc.
Kalifornsky	Cook Inlet Aquaculture Association Kenai Peninsula Food Bank Love, Inc. Peninsula Spay/Neuter Fund Tsalteshi Trails Association
Kasilof	Kasilof Regional Historical Association Kasilof-Cohoe Cemetery Assoc.
Lowell Point	Lowell Point Community Council
Moose Pass	Moose Pass Volunteer Fire Co. Moose Pass Chamber of Commerce & Visitor Bureau Moose Pass Sportsmen's Club
Nanwalek	Nanwalek IRA Council Project GRAD Chugachmiut, Inc.
Nikiski	North Peninsula Community Council Nikiski Senior Citizens, Inc.
Nikolaevsk	Nikolaevsk, Inc.
Ninilchik	Kenai Peninsula Fair Association Ninilchik Emergency Services Ninilchik Community Library



	Ninilchik Senior Citizens
	Ninilchik Chamber of Commerce
Primrose	Moose Pass Volunteer Fire Co. (Primrose Unit)
Port Graham	Port Graham Village Council
Razdolna Village	Village of Razdolna, Inc.
Salamatof	Alaska Children's Institute of the Performing Arts
Seldovia Village	Seldovia Village Tribe
Sterling	Sterling Community Club
	Sterling Area Senior Citizens
	Sterling RuralCAP Headstart Program
Tyonek	Boys & Girls Clubs of Southcentral Alaska
Voznesenka Village	Voznesenka Community Council, Inc.
	Project GRAD

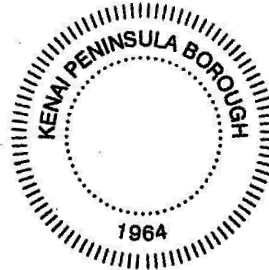
**SECTION 2.** This resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2020.**

  
 Kelly Cooper, Assembly President

ATTEST:

  
 Johni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Smalley, Cooper  
 No: None  
 Absent: None  
 Abstained: Johnson

Introduced by:	Mayor
Date:	03/19/13
Action:	Adopted
Vote:	6 Yes, 0 No, 3 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-022**

**A RESOLUTION MAKING CHANGES TO THE BOROUGH'S COST ALLOCATION  
PLAN FOR CAPITAL PROJECTS**

**WHEREAS,** Resolution 2006-036 established a cost allocation plan using an indirect rate that charge service areas, grants and capital projects a fee for intergovernmental services that were provided by the borough's General Fund; and

**WHEREAS,** the services provided include, but are not limited to: processing of payroll, purchasing, accounts payable, cash receipts, cash disbursements, cash management, grant management, real and personal property valuation, tax billing and collection, miscellaneous billing and collection, legal services, and computer support services; and

**WHEREAS,** the assembly in FY10 eliminated the charge to service areas and the current indirect rate being charged to grants and capital projects is 3.04 percent; and

**WHEREAS,** for large capital projects and capital equipment purchases, the rate being charged can generate cost recovery in excess of the costs that were incurred; and

**WHEREAS,** allowing a reduced indirect rate on capital projects and capital equipment is more reflective of the time and cost incurred for these projects;

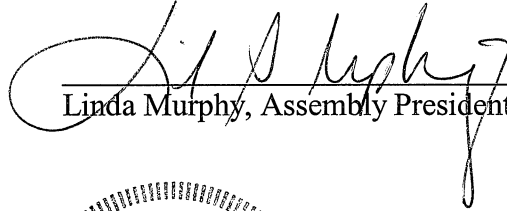
**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The indirect rate for capital projects less than \$500,000 shall be 2 percent of the project budget and the indirect rate for capital projects \$500,000 or greater shall be 1 percent.

**SECTION 2.** The indirect rate for capital equipment purchases less than \$500,000 shall be 1 percent of the project budget and the indirect rate for capital equipment purchases \$500,000 or greater shall be 0.5 percent.

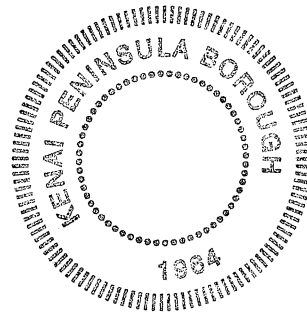
**SECTION 3.** That this resolution takes effect retroactive to January 1, 2013.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF MARCH, 2013.**

  
Linda Murphy, Assembly President

ATTEST:

  
John Blankenship, MMC, Borough Clerk



Yes: Haggerty, Johnson, Pierce, Smith, Wolf, Smalley  
No: None  
Absent: McClure, Murphy, Tauriainen

Introduced by:	Mayor
Date:	12/03/19
Action:	Adopted
Vote:	8 Yes, 0 No, 0 Absent, 1 Abstention

**KENAI PENINSULA BOROUGH  
RESOLUTION 2019-064**

**A RESOLUTION AUTHORIZING COMMUNITY ASSISTANCE PROGRAM  
EXPENDITURES FOR UNINCORPORATED COMMUNITIES**

**WHEREAS,** the Alaska State Legislature has provided funding to municipalities and unincorporated communities through the Community Assistance Program (“Program”); and

**WHEREAS,** AS 29.60.865 and 3 AAC 180.070 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Program eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

**WHEREAS,** the assembly approved the list of 27 unincorporated communities within the Kenai Peninsula Borough that are eligible for participation in the state’s fiscal year 2019 Program by way of resolution 2019-019; and

**WHEREAS,** public community meetings were held throughout the borough as well as direct mail and electronic communications to provide Program information to community residents and eligible nonprofit or tribal entities; and

**WHEREAS,** the assembly approved acceptance of Program funds and appropriated \$426,303 to a project contingency account through enactment of KPB Ordinance 2019-19-12; and

**WHEREAS,** the Program allows funds to be used for any public purpose at the discretion of the local governing body and as allowed by state statutes and borough code; and

**WHEREAS,** the non-profit corporations or tribal entities representing the communities of Anchor Point, Bear Creek, Clam Gulch, Cohoe, Cooper Landing, Crown Point, Diamond Ridge, Fritz Creek, Funny River, Kachemak Selo, Kalifornsky Beach, Kasilof, Lowell Point, Moose Pass, Nikiski, Nikolaevsk, Ninilchik, Port Graham, Primrose, Salamatof, Seldovia, Sterling, Voznesenka and Tyonek have submitted grant requests to fund community projects; and

**WHEREAS,** it is in the best interest of the borough and the communities to approve the proposed projects and to distribute community assistance funds to eligible non-profit or tribal entities;

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

**SECTION 1.** That the mayor is authorized to enter into grant agreements and any other documents necessary with tribal or nonprofit organizations on behalf of the qualified unincorporated communities for public projects that benefit the community as identified in the following chart:

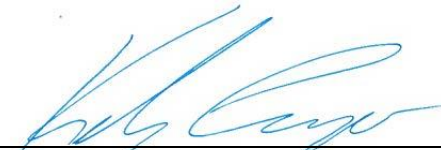
<b>FY19 Community Assistance Program - Recipients and Projects</b>			
<b>Community</b>	<b>Recipient</b>	<b>Project</b>	<b>Amount</b>
Anchor Point	Anchor Point Food Pantry	Office equipment / transportation	\$5,159.81
	Anchor Point Public Library	General operations	\$5,159.80
	Anchor Point Senior Citizens, Inc.	Office and surveillance equipment	\$5,159.80
Bear Creek	Bear Creek Volunteer Fire & EMS	Preparedness & Education	\$15,479.41
Clam Gulch	Caribou Hills Cabin Hoppers	Parking lot and trail improvements	\$15,479.41
Cohoe	Kasilof Public Library	Personnel costs	\$7,739.70
	Boys & Girls Club of Kenai Peninsula	Personnel costs	\$7,739.71
Cooper Landing	Cooper Landing Community Club, Inc.	Community projects	\$15,479.41
Crown Point	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Diamond Ridge	Kachemak Ski Club, Inc.	General operations	\$4,739.71
	Homer Cycling Club	Trail grooming equipment	\$4,739.70
	Kachemak Nordic Ski Club, Inc.	Trail improvements	\$3,000
	Snomads, Inc.	Trails maintenance	\$3,000
Fritz Creek	Kachemak Nordic Ski Club, Inc.	Trail improvements/equipment	\$7,739.70
	Snomads, Inc.	Trails maintenance	\$7,739.71
Funny River	Funny River Chamber of Commerce and Community Association	General operations	\$15,479.41
Kachemak Selo	Village of Kachemak Selo Water Co., Inc.	Village roads lighting	\$15,479.41
Kalifornsky Beach	Love, Inc.	Breakfast program at K-Beach El	\$3,869.85
	Tsalteshi Trails Association, Inc.	Trail maintenance	\$3,869.85
	Bridges Community Resource Network, Inc. on behalf of Peninsula Spay/Neuter Fund	Area Spay/Neuter campaign	\$3,869.86
	Kenai Peninsula Food Bank, Inc.	Food provisions	\$3,869.85

FY19 Community Assistance Program - Recipients and Projects			
Community	Recipient	Project	Amount
Kasilof	Kasilof-Cohoe Cemetery Assoc.	General operations	\$7,739.70
	Kasilof Regional Historical Assoc.	General operations	\$7,739.71
Lowell Point	Lowell Point Community Council, Inc.	General operations	\$15,479.41
Moose Pass	Moose Pass Chamber of Commerce	Tourism and economic development	\$15,479.41
Nikiski	Nikiski Senior Citizens, Inc.	Meal programs	\$7,739.71
	North Peninsula Community Council, Inc.	Community park project	\$7,739.70
Ninilchik	Ninilchik Senior Citizens, Inc.	Van transportation costs	\$3,619.85
	Ninilchik Community Library	General operations	\$3,619.85
	Ninilchik Emergency Services	General operations	\$3,619.85
	Kenai Peninsula Fair Association	General operations	\$3,619.85
	Bridges Community Resource Network, Inc. on behalf of Ninilchik Saturday Lunch Program	Student meals	\$1,000.01
Nikolaevsk	Nikolaevsk, Inc.	General operations	\$15,479.41
Port Graham	Port Graham Village Council	Safety facility expenses	\$15,479.41
Primrose	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Salamatof	AK Children's Institute for the Performing Arts, Inc.	General operations	\$15,479.41
Seldovia Village	Seldovia Village Tribe	Fire station expenses	\$15,479.41
Sterling	Sterling Community Club	General operations	\$5,159.80
	Rural Alaska Community Action Program, Inc. dba Sterling Head Start	General operations	\$5,159.81
	Sterling Area Senior Citizens	General operations	\$5,159.80
Tyonek	Boys & Girls Clubs of Southcentral Alaska	Elder and youth program	\$15,479.41
Voznesenka	Voznesenka Community Council, Inc.	General operations	\$15,479.41


**SECTION 2.** That each eligible non-profit or tribal entity, representing an unincorporated community, shall enter into a grant agreement with the borough prior to receipt of any community assistance program funds.

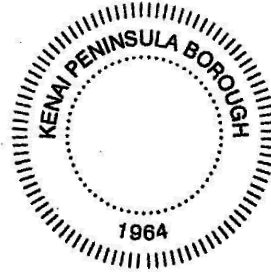
**SECTION 3.** This resolution shall become effective immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF DECEMBER, 2019.**

  
\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

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



Yes:	Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Smalley, Cooper
No:	None
Absent:	None
Abstention:	Johnson

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-20**

**AN ORDINANCE APPROPRIATING \$63,791.65 FROM THE EQUIPMENT  
REPLACEMENT FUND FOR IMAGERY ACQUISITION AND APPROVING A SOLE  
SOURCE AWARD TO EAGLEVIEW™ FOR THE PURCHASE AND  
IMPLEMENTATION OF PICTOMETRY IMAGERY**

- WHEREAS,** aerial imagery serves a multitude of purposes for general government, public safety, and a wide variety of public uses and businesses cases; and
- WHEREAS,** the most recent general capture of imagery was in 2012/13 for the western Kenai Peninsula; and
- WHEREAS,** in conjunction with CARES funding and pursuant to Resolution 2020-51, the KPB Assessing Department was able to acquire and integrate a form of imagery known as pictometry to provide remote assessments while limiting the risk of COVID19 exposure along the eastern peninsula, which translates into savings on personnel costs and worker safety; and
- WHEREAS,** pursuant to Resolution 2003-008 the Assessing Department has established a rotating geographical 5-year canvassing schedule which can best be implemented by a corresponding pictometry imagery acquisition schedule; and
- WHEREAS,** a quote has been secured from EagleView™ for scheduled pictometry imagery acquisition to update imagery along the western Kenai Peninsula and to match the annual assessing canvassing schedule through 2024; and
- WHEREAS,** the quote to capture the western Kenai Peninsula, meeting assessing canvassing method specifications for 2021, is \$338,791.65; and
- WHEREAS,** in FY21 the GIS Division budgeted \$250,000 through the equipment replacement fund for imagery acquisition for general imagery acquisition to update the borough's imagery data resources; and
- WHEREAS,** an additional \$25,000 is available to this project in the equipment replacement due to other borough projects being under budget; and
- WHEREAS,** an appropriation from the equipment replacement fund in the amount of \$63,791.65 would enable this project to proceed meeting coordinated objectives; and



**WHEREAS,** EagleView™ Pictometry is the only oblique imagery product that will integrate with the Thomson Reuters Pro Val CAMA that the Assessing Department uses for property valuation; and

**WHEREAS,** KPB 5.28.280(B) requires assembly approval of purchases without competition costing more than \$40,000; and

**WHEREAS,** the administration requests assembly approval to sole source award a multi-year purchase with EagleView™ for imagery and implementation, contingent on annual appropriation of funds; and

**WHEREAS,** the GIS Division would be responsible for annual budgeting and coordinating contract specifications in cooperation with the Assessing Department; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of \_\_\_\_\_ recommended \_\_\_\_\_;

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

**SECTION 1.** That \$63,791.65 is appropriated from the Equipment Replacement Fund account 705.27910 to account 705.94910.21E09.48525 for imagery acquisition.

**SECTION 2.** That the assembly approves the four-year sole source purchase of imagery from EagleView™ with FY21 approval in the amount of \$338,791.65 and future years are subject to annual appropriation by the assembly.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

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

Yes:

No:

Absent:






# Kenai Peninsula Borough

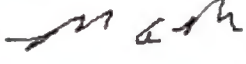
## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor   
Brandi Harbaugh, Finance Director   
John Hedges, Purchasing and Contracting Director   
Adeena Wilcox, Acting Assessing Director   
Melanie Aeschliman, Planning Director 

**FROM:** Marcus A Mueller, GIS Manager 

**DATE:** January 4, 2021

**RE:** Ordinance 2020-19-20, Appropriating \$63,791.65 from the Equipment Replacement Fund for Imagery Acquisition and Approving a Sole Source Award to EagleView™ for the Purchase and Implementation of Pictometry Imagery (Mayor)

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EagleView™ pictometry imagery products integrate with the Pro Val CAMA that the Assessing Department uses for property valuation. The Assessing Department is using pictometry for the eastern peninsula canvas area, which was acquired through CARES funding to limit the risk of COVID19 exposure. This use is resulting in cost savings, along with employee safety, and overall efficiency in accomplishing canvassing requirements.

Funds have been budgeted in FY21 for GIS to update the borough's imagery resources. The borough's current imagery resources for the western Kenai Peninsula are from 2012/13 which is no longer reliable considering wildfire, beetle kill, new road construction, land development and other changes that have occurred. Borough imagery is extremely important to public safety, general government, landowners, and a wide variety of public uses and private business matters. For instance, KPB online viewers are used more than 200K times per year.

GIS and Assessing have come together with a strategy to accomplish the objective of general imagery updating combined with Assessing's specifications for continuing the geographically rotating 5-year canvas schedule.

The attached ordinance would appropriate funds in addition to those already available in the GIS budget to accomplish a spring 2021 imagery capture and would approve a sole source award to EagleView™ for a multi-year purchase of pictometry imagery. The approval is contingent on annual appropriation of

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February 4, 2021  
Re: O2020-19- 20

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funding by the Assembly. The GIS Division will provide internal services to budget for and manage the contract specifications and deliverables.

<b>FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED</b>	
Acct. No. <u>705-94910.21E09-48525</u>	- Amount: <u>\$275,000.00</u>
Acct. No. <u>705-27910</u>	- Amount: <u>\$ 63,791.65</u>
By: <u>PP</u>	Date: <u>2/2/2021</u>

Proposal for: Kenai Peninsula Borough, AK  
 Project Name: AKKENA-2021-Scenario B  
 Quote Number: Q-71994  
 Contract Term: 6 Year(s)  
 Number of Projects: 4

EagleView Rep: Dustin Walters  
 Phone Number:  
 Email: [dustin.walters@eagleview.com](mailto:dustin.walters@eagleview.com)  
 Expiration Date: 7/31/2020  
 Targeted Capture: 2021-b-Spring

## Multi-Project Summary

4 Projects over 6 year(s)

Flight 1 - Spring 2021  
 Total: \$338,791.65

Flight 2 - Spring 2022  
 Total: \$127,700.25

Flight 3 - Spring 2023  
 Total: \$116,088.82

Flight 4 - Spring 2024  
 Total: \$63,989.87





# Budget Proposal

Proposal for: Kenai Peninsula Borough, AK  
 Project Name: AKKENA-2021-Scenario B  
 Contract Term: 6 Year(s)  
 Number of Projects: 4

EagleView Rep: Dustin Walters  
 Expiration Date: 7/31/2020  
 Targeted Capture: 2021-b-Spring

## Flight 1 - Spring 2021

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
251	Reveal Essentials+ Property	\$400.00	5	\$95,380.00
3082	Reveal Essentials+ Community	\$70.00		\$215,740.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
55639	Building Outline Creation; Digital Parcel File Provided	\$0.35		\$19,473.65
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 1 - Spring 2021 TOTAL:</b>				<b>\$338,791.65</b>

## Flight 2 - Spring 2022

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
76	Reveal Essentials+ Property	\$400.00	5	\$28,880.00
1229	Reveal Essentials+ Community	\$70.00		\$86,030.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
11775	Building Outline Creation; Digital Parcel File Provided	\$0.39		\$4,592.25
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 2 - Spring 2022 TOTAL:</b>				<b>\$127,700.25</b>

## Flight 3 - Spring 2023

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
52	Reveal Essentials+ Property	\$400.00	5	\$19,760.00
1173	Reveal Essentials+ Community	\$70.00		\$82,110.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
15438	Building Outline Creation; Digital Parcel File Provided	\$0.39		\$6,020.82
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 3 - Spring 2023 TOTAL:</b>				<b>\$116,088.82</b>

Flight 4 - Spring 2024

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
110	Reveal Essentials+ Property	\$400.00	5	\$41,800.00
110	Reveal Essentials+ Community	\$70.00		\$7,700.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
16133	Building Outline Creation; Digital Parcel File Provided	\$0.39		\$6,291.87
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 4 - Spring 2024 TOTAL:</b>				<b>\$63,989.87</b>

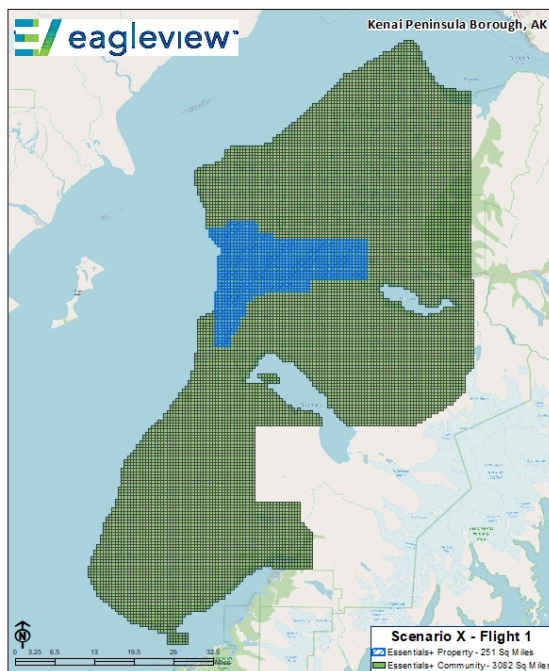
**TOTAL: \$646,570.59**

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



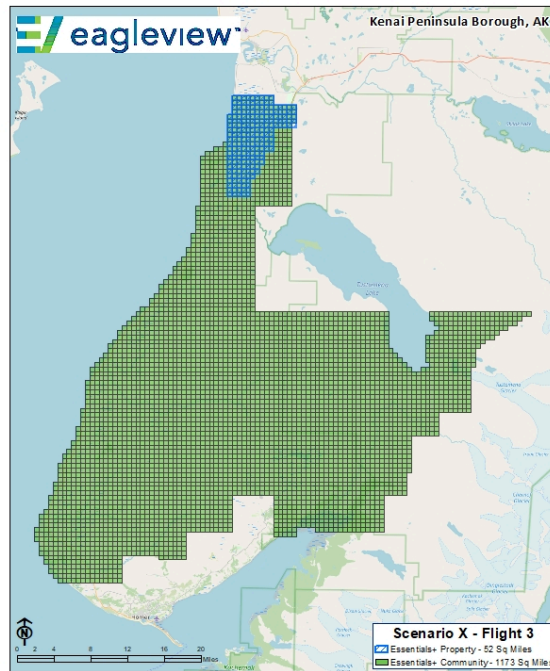
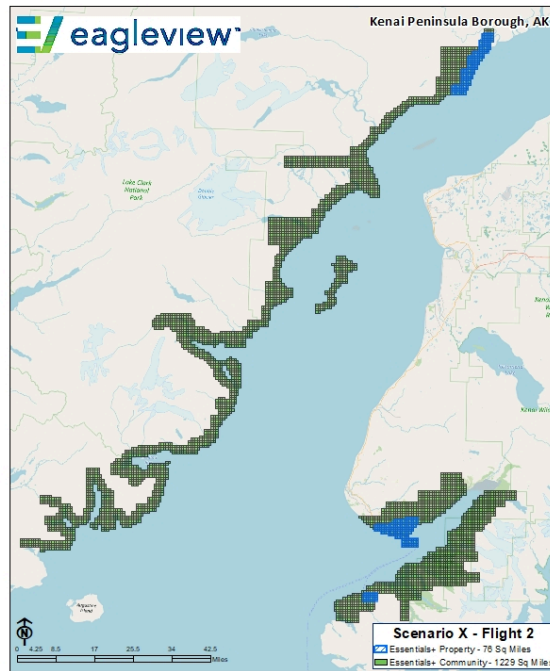
Proposal for: Kenai Peninsula Borough, AK  
 Project Name: AKKENA-2021-Scenario B  
 Contract Term: 6 Year(s)  
 Number of Projects: 4

EagleView Rep: Dustin Walters  
 Expiration Date: 7/31/2020  
 Targeted Capture: 2021-b-Spring

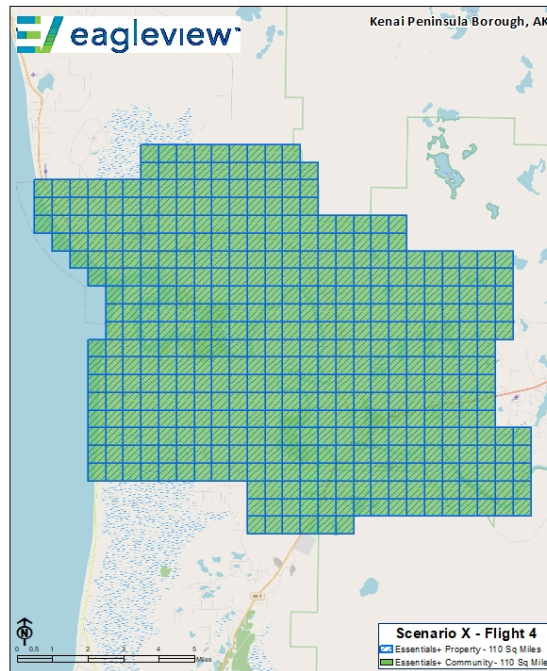


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Introduced by:	Mayor
Date:	08/04/20
Action:	Adopted
Vote:	7 Yes, 1 No, 1 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-051**

**A RESOLUTION APPROVING A SOLE SOURCE AWARD TO EAGLEVIEW™ FOR THE PURCHASE AND IMPLEMENTATION OF PICTOMETRY OBLIQUE IMAGERY**

**WHEREAS,** AS 29.45.150 provides that a systematic reevaluation of taxable real property by the assessor must be completed in the shortest period of time practicable, as fixed by resolution; and

**WHEREAS,** Resolution 2003-008 established the timeframe for systematic reevaluation of real property to be not greater than five years which is not feasible using the current processes; and

**WHEREAS,** implementation of oblique imagery for capturing field inspections will allow for canvass inspections to continue with limited or no contact between property owners and borough staff; and

**WHEREAS,** limiting contact during a public health crisis is in the best interests of both the public and the borough; and

**WHEREAS,** the borough's Assessing Department uses Thomson Reuters ProVal CAMA for real property valuation; and

**WHEREAS,** Eagleview™ is the only oblique imagery product that will integrate with Thomson Reuters for use with ProVal CAMA; and

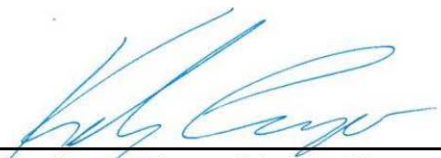
**WHEREAS,** KPB 5.28.280(B) requires assembly approval of purchases without competition costing more than \$40,000;

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

**SECTION 1.** That the assembly approves the sole source purchase of oblique imagery from Eagleview™ in the amount of \$379,852.82.

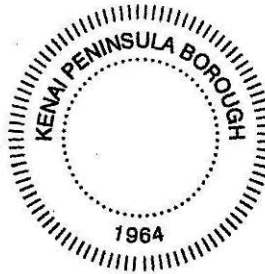
**SECTION 2.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF AUGUST, 2020.**

  
\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

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



Yes: Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: Bjorkman  
Absent: Blakeley

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
01/21/03  
Adopted  
7 Yes, 0 No, 2 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2003-008**

**A RESOLUTION PROVIDING FOR A SYSTEMATIC REEVALUATION OF ALL  
TAXABLE PROPERTY WITHIN THE BOROUGH**

**WHEREAS,** AS 29.45.150 provides that a systematic reevaluation of taxable real and personal property undertaken by the assessor, whether of specific areas in which real property is located or of specific classes of real or personal property to be assessed, shall be made only in accordance with a resolution or other act of the municipality directing a systematic reevaluation of all taxable property in the municipality over the shortest period of time practicable, as fixed in the resolution or act; and

**WHEREAS,** all taxable personal property within the borough is evaluated each year on the basis of returns of property made by owners of such property; and

**WHEREAS,** because of the vast geographic area of the Kenai Peninsula Borough it is impossible to evaluate all taxable real property for ad valorem tax purposes within the borough each year without hiring additional appraisers and staff, significantly increasing administrative costs; and

**WHEREAS,** the assessor has advised the assembly that a three-year cycle for the reevaluation of real property parcels per Resolution 75-6 is no longer practicable, and that a five-year cycle of reevaluation would most efficiently employ available resources; and

**WHEREAS,** the Kenai Peninsula Borough has in the past systematically reevaluated all taxable real property within the borough at six to seven year intervals on a rotating basis; and


**WHEREAS,** a systematic reevaluation of all taxable real property at not greater than five-year intervals on a rotating basis is inherently fair and equitable to taxpayers;

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

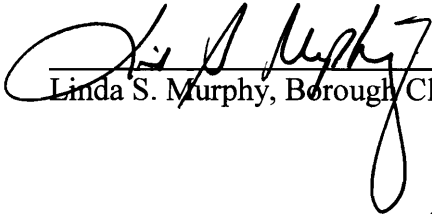
**SECTION 1.** That the Assembly of the Kenai Peninsula Borough, considering the difficulty and expense of hiring enough additional personnel to evaluate all taxable real property annually, and the basic equity of reevaluating all taxable real property on a rotating basis at intervals of not greater than five years, hereby determines and directs that the Assessor of the Kenai Peninsula Borough shall undertake a systematic reevaluation of all taxable real property within the borough on a rotating basis at intervals not greater than five years, which is determined to be the shortest period of time practicable considering the size of the Kenai Peninsula Borough.

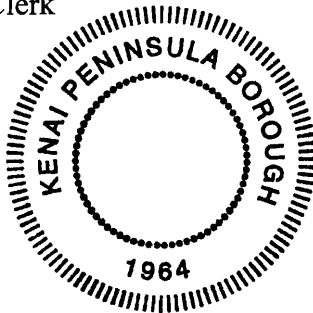
**SECTION 2.** That this resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF JANUARY 2003.**

  
Pete Sprague, Assembly President

ATTEST:

  
Linda S. Murphy, Borough Clerk



Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-21**

**AN ORDINANCE APPROPRIATING GENERAL FUND FUND BALANCE FOR  
DESIGN DEVELOPMENT OF PHASE I OF THE HOMER HIGH SCHOOL ROOF  
REPLACEMENT**

- WHEREAS,** the Homer High School roof was installed in 1983 and has exceeded its useful life; and
- WHEREAS,** regular failures in the roof system have led to increased maintenance costs, interruptions in the programs supported by the facility and degradation of other facility infrastructure; and
- WHEREAS,** approximately 34,000 square feet of the roof is in immediate need of replacement; and
- WHEREAS,** the project is proposed to be funded through the use of \$1,252,552.88 in remaining 2014 school bond funds transferred from the Redoubt Elementary Roof replacement project, interest of \$25,523.17 and a supplemental amount from the general fund of \$521,923.95 for a total estimated project cost of \$1,800,000; and
- WHEREAS,** a resolution will be proposed on February 16, 2021 requesting that the Borough Mayor be authorized to submit a Bond Reimbursement Application to the Alaska Department of Education and Early Development for the approval of additional projects in the bond reimbursement program for bonds sold in 2014; and
- WHEREAS,** design development must start immediately if the project is to be completed this construction season; and
- WHEREAS,** the cost to develop a comprehensive scope of work and complete bid ready documents is estimated to be \$180,000;

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

**SECTION 1.** That funds in the amount of \$180,000 from the General Fund fund balance are appropriated from account 100.27910 to account 401.78050.22SCH.49999 to provide for development of a comprehensive scope of work and bid ready documents for the Homer High School Roof Replacement Phase I project.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



## Kenai Peninsula Borough

### Purchasing & Contracting Department

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#### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*

**FROM:** John Hedges, Purchasing & Contracting Director *JH*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** February 4, 2021

**Subject:** Ordinance 2020-19-21, Appropriating General Fund Fund Balance for Design Development of Phase I of the Homer Roof Replacement (Mayor)

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The Homer High School roof was constructed in 1983 and has exceeded its useful life. Periodic system failures have led to increased maintenance costs, interruptions in the programs supported by the facility and degradation of other facility infrastructure. The dilapidated cedar shingle construction further complicates the borough's ability to initiate repairs without further impacting the integrity of the system.

The entire roof system at the high school is in need of replacement. The approximately 33,700 square foot section covering the gym area and the approximately 1,200 square foot section of flat roof covering the loading dock area have been identified as the areas needing the most immediate attention.

A resolution will be proposed on February 16, 2021 requesting that the Borough Mayor be authorized to submit a Bond Reimbursement Application to the Alaska Department of Education and Early Development for the approval of additional projects in the bond reimbursement program for bonds sold in 2014. Redirected 2014 bond funds from the Redoubt Elementary Roof Replacement will then be supplemented by appropriated funds from the General Fund and interest earned on school bonds to provide funding for the Homer Roof Replacement Phase I project.

It is the intent of this ordinance to appropriate supplemental funds necessary to complete the design development process and produce bid ready

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February 4, 2021  
RE: O2020-19- 21

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documents for Phase I of a phased approach to the replacement and rehabilitation of the Homer High School roof.

The project is proposed to be funded through the use of \$1,252,552.88 in remaining 2014 School Bond funds transferred from the Redoubt Elementary Roof replacement project, interest of \$25,523.17 and a supplemental amount from the general fund of \$521,923.95 for a total estimated project cost of \$1,800,000. This scope will include design and construction that addresses roof system replacement, insulation, storm water system improvements, roof ventilation, and infrastructure repair/replacement as necessary.

Due to the immediate need to advance on the design development, it is necessary to appropriate the initial design cost. That budgeted portion is estimated at \$180,000. This work will include the design development and the administrative requirements for project approval that must be coordinated with the Department of Education and Early Development (DEED).

Once the project has been approved by DEED and a more substantial design scope has been completed, a more accurate project cost will be provided to the assembly for consideration.

Your consideration of this ordinance is appreciated.

<b>FINANCE DEPARTMENT</b>	
<b>ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>100-27910</u>
Amount:	<u>\$ 180,000.00</u>
By: <u>PP</u>	Date: <u>2/4/2021</u>

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-22**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$9,600 FROM THE STATE  
OF ALASKA DIVISION OF FORESTRY TO SUPPLEMENT COSTS TO MANAGE  
THE SLASH DISPOSAL SITE LOCATED IN COOPER LANDING**

**WHEREAS,** the borough provides the Snug Harbor Material Site located in Cooper Landing for the public to dispose of woody debris that includes large materials such as brush and tree stumps; and

**WHEREAS,** the State of Alaska Division of Forestry (“Forestry”) recognized the high use of this site as a result of the statewide burn suspension enacted during the 2020 wildland fire season; and

**WHEREAS,** Forestry supplemented the cost to maintain the site in the amount of \$9,600; and

**WHEREAS,** it is in the best interest of the borough to accept these state funds to help defray costs of providing these services the residents;

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

**SECTION 1.** That the mayor is authorized to accept \$9,600 from the State of Alaska to supplement the cost of maintaining the Snug Harbor Material Site.

**SECTION 2.** That the mayor is authorized to execute any documents deemed necessary to accept and expend the funds and to fulfill the intents and purposes of this ordinance.

**SECTION 3.** That state funds in the amount of \$9,600 are appropriated to account 250.21210.00000.43011.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

## Kenai Peninsula Borough Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Brandi Harbaugh, Finance Director *BH*  
Marcus Mueller, Land Manager *[Signature]*  
Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

**FROM:** Trevor Kauffman, Land Management Agent *TK*

**DATE:** February 4, 2021

**SUBJECT:** Ordinance 2020-19- 22, Accepting and Appropriating \$9,600 from the State of Alaska Division of Forestry to Supplement Costs to Manage the Slash Disposal Site Located in Cooper Landing (Mayor)

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The Kenai Peninsula is currently experiencing widespread spruce mortality due to the increase in spruce bark beetle activity in area forests. Many land managers and private residents have chosen to remove infected trees in order to reduce risk of wildland fire on their property. Typically, the spruce is used for firewood or saw timber after removal, but the limbs, tops and other slash must be disposed in order to avoid stockpiling of fuel, which would create an exposure to fire hazard. Many landowners choose to burn the slash as it is often costly to haul it to solid waste disposal sites.

In Alaska, slash burning is regulated by the Alaska Division of Forestry between the months of April and September to manage the risk of escaped fires which may turn into large, destructive, and costly wildland fires. Slash burning is allowed under permit. However in 2020, the Alaska Division of Forestry suspended all burn permits, large and small, on the Kenai Peninsula for nearly the entire summer season to help mitigate the risk of wildland fire starts. The Division of Forestry anticipated difficulties in mobilizing firefighting resources due to the constraints imposed by the COVID-19 travel restrictions. This generated an increase in slash disposal transported to the solid waste sites.

The borough provides a slash disposal area in Cooper Landing at the Snug Harbor Material Site. The site saw significant use in 2020, and it is understood that this increased use was an indirect product of the State's burn suspension. Furthermore, Division of Forestry staff encouraged area residents to use the slash



Page -2-  
February 4, 2021  
Re: O2020-19-22

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disposal area, as part of a grant-funded initiative to reduce fire risk around residential areas.

The Division of Forestry offered to supplement the borough's increased contractual cost of slash handling at the Snug Harbor Material Site in the amount of \$9,600.00 to burn the slash October 2020, after the State's regulated fire season had ended, and it was safe to do so.

Please consider the attached ordinance, which would accept and appropriate the \$9,600.00 from the Division of Forestry.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>250.00000.00000.34147</u>
Amount	<u>\$9,600.00</u>
By: <u>PP</u>	Date: <u>2/4/2021</u>

**From:** [Gaiser, Mary L \(DNR\)](#)  
**To:** [Ahlberg, Brenda](#); [Kauffman, Trevor](#)  
**Subject:** FW: Cooper Landing Stump Dump grant funding  
**Date:** Wednesday, January 20, 2021 8:29:27 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[RE Backup for reimbursement .msg](#)  
[Copy of Evergreen Invoice to KPB #200.xlsx](#)  
[Invoice Cooper Landing Stump Dump Grant Funding.pdf](#)  
[Evergreen Check #365761.pdf](#)

---

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Brenda/Trevor – regarding Forestry’s reimbursement of \$9,600 to the Kenai Peninsula Borough for the Cooper Landing Landowner grant slash disposal service.

This was not a grant to KPB; but a reimbursement of the costs for the slash disposal services.

Please let me know if you have any other questions!

Take Care, Stay Well, Be Safe!! *Mary*

Mary Gaiser, Accountant III  
Alaska Division of Forestry  
550 W. 7<sup>th</sup> Avenue, Anchorage, AK 99501  
Phone: (907) 269-8450 / Fax: (907) 269-8931  
Email: [mary.gaiser@alaska.gov](mailto:mary.gaiser@alaska.gov)

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-07**

**AN ORDINANCE ACCEPTING EMERGENCY RESPONSE EQUIPMENT FROM THE  
NIKISKI FIREFIGHTERS ASSOCIATION, INC. ON BEHALF OF NIKISKI FIRE  
SERVICE AREA**

**WHEREAS,** Nikiski Firefighters Association, Inc. is a nonprofit (“Nonprofit”) entity that works in collaboration with the Nikiski Fire Service Area to support the preparedness, response and recovering needs of the service area; and

**WHEREAS,** the Nonprofit purchased and granted a transportable monitor system and a hose-nozzle system to the Service Area valued at \$5,046.85; and

**WHEREAS,** at its regularly scheduled meeting held February 10, 2021, the Service Area Board recommended \_\_\_\_\_; and

**WHEREAS,** it is in the best interest of the borough and the service area to accept the equipment grant;

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

**SECTION 1.** That the Mayor is authorized to accept the emergency response equipment valued at \$5,046.85 from the Nikiski Firefighters Association on behalf of the Nikiski Fire Service Area.

**SECTION 2.** This ordinance shall become effective immediately upon its enactment.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

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



Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*  
Bryan Crisp, Nikiski Fire Chief *BC*

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

**DATE:** February 4, 2021

**RE:** Ordinance 2021-07, Accepting Emergency Response Equipment from the Nikiski Firefighters Association, Inc. on Behalf of Nikiski Fire Service Area (Mayor)

The Nikiski Firefighters Association, Inc. ("nonprofit") received a grant from the Marathon Petroleum Foundation to purchase items that support the Nikiski Fire Service Area's (service area) mission. This memo recognizes that the service area has accepted the items from the nonprofit (itemized list below). There is no match requirement.

This matter is scheduled to come before the service area at its regularly scheduled meeting on February 10, 2021. The recommendations of the service area will be submitted to the assembly prior to the February 16 meeting.

ITEM TITLE	VALUE PER ITEM (UNDER \$5,000)
Hemisphere Combination Packages Transportable Monitor System Includes: <ul style="list-style-type: none"> <li>1 - HPM111A Hemisphere Monitor</li> <li>1 - MDA12A Max-Series Tip</li> <li>1 - HPM-A I-BEAM Clamp/2" Hitch Mount</li> </ul>	\$3,620.00
2.5NH 500GPM Master Foam Fixed Gallonage Self-Educting Foam Nozzle With 10' 1.5" Concentrate Hose Coupled 1.5" & 2" Camlock Ends	\$1,426.85

**Crisp, Bryan**

---

**From:** Deveer, Harrison  
**Sent:** Tuesday, January 12, 2021 6:16 PM  
**To:** Crisp, Bryan  
**Subject:** Fwd: <EXTERNAL-SENDER>Your Application Has Been Approved

Sent from Harrison's iPhone

Begin forwarded message:

**From:** "Deveer, Harrison" <[hdeveer@kpb.us](mailto:hdeveer@kpb.us)>  
**Date:** July 17, 2020 at 6:56:58 AM AKDT  
**To:** "Crisp, Bryan" <[BCrisp@kpb.us](mailto:BCrisp@kpb.us)>, Mike A Van De Grift  
<[MAVanDeGrift@marathonpetroleum.com](mailto:MAVanDeGrift@marathonpetroleum.com)>  
**Subject:** Fwd: <EXTERNAL-SENDER>Your Application Has Been Approved

I just received this.

Sent from Harrison's iPhone

Begin forwarded message:

**From:** "premiersupport@foundationsource.com"  
<[premiersupport@foundationsource.com](mailto:premiersupport@foundationsource.com)>  
**Date:** July 17, 2020 at 6:51:44 AM AKDT  
**To:** "Deveer, Harrison" <[hdeveer@kpb.us](mailto:hdeveer@kpb.us)>  
**Cc:** "[stoland@marathonpetroleum.com](mailto:stoland@marathonpetroleum.com)" <[stoland@marathonpetroleum.com](mailto:stoland@marathonpetroleum.com)>  
**Subject:** <EXTERNAL-SENDER>Your Application Has Been Approved

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Dear Mr. Deveer:

The Marathon Petroleum Foundation is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

I am pleased to announce that the Foundation has approved a grant in the amount of \$5,000.00 to support Nikiski Fire Equipment Purchase. You can expect to receive our check and the grant contract in the mail within ten business days.

If you have any questions, please contact Sarah Toland, Adv Administrative Assistant, at (419) 421-3807 or [stoland@marathonpetroleum.com](mailto:stoland@marathonpetroleum.com), who will be

coordinating our support of this grant.

We are proud to support Nikiski Firefighters Association Inc.. Best wishes for continued success.

Sincerely,  
Marathon Petroleum Foundation, Inc.

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 156369

## Quotation

<b>CUSTOMER:</b>	<b>SHIP TO:</b>	<b>QUOTATION NO.</b>	<b>ISSUED DATE</b>	<b>EXPIRATION DATE</b>
Western Refining Company, LP PO Box 599701 San Antonio TX 78259-9701	Marathon Petroleum Company 54741 Tesoro Rd. Kenai AK 99611	156369	06/10/2020	08/09/2020

<b>SALESPERSON</b>	<b>CUSTOMER SERVICE REP</b>
Steve Martin AK <a href="mailto:smartinAK@lncurtis.com">smartinAK@lncurtis.com</a> 209-855-1104	Robert Briggs <a href="mailto:rbriggs@lncurtis.com">rbriggs@lncurtis.com</a> 907-483-0117

<b>REQUISITION NO.</b>	<b>REQUESTING PARTY</b>	<b>CUSTOMER NO.</b>	<b>TERMS</b>	<b>OFFER CLASS</b>
	Mike Van De Grift	C31075	Net 30	FR

<b>F.O.B.</b>	<b>SHIP VIA</b>	<b>DELIVERY REQ. BY</b>
DEST	Best Way	

### NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	HPM-32 TFT	HEMISPHERE COMBINATION PACKAGES TRANSPORTABLE MONITOR INCLUDES: * 1 - HPM111A HEMISPHERE MONITOR * 1 - MDA12A MAX-SERIES TIP * 1 - HPM-A I BEAM CLAMP/2" HITCH MOUNT	\$3,620.00	\$3,620.00

DUNS NUMBER: 009224163  
SIC CODE: 5099  
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 08/09/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163



Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 156369

<b>Subtotal</b>	<b>\$3,620.00</b>
<b>Tax Total</b>	<b>\$0.00</b>
<b>Transportation</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$3,620.00</b>

[View Terms of Sale and Return Policy](#)

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163



Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 156371

## Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Western Refining Company, LP PO Box 599701 San Antonio TX 78259-9701	Marathon Petroleum Company 54741 Tesoro Rd. Kenai AK 99611	156371	06/10/2020	08/09/2020
		SALESPERSON	CUSTOMER SERVICE REP	
		Robert Briggs <a href="mailto:rbriggs@lncurtis.com">rbriggs@lncurtis.com</a> 907-483-0117	Michael Duncan <a href="mailto:mduncan@lncurtis.com">mduncan@lncurtis.com</a> 206-596-7904	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Mike Van De Grift	C31075	Net 30	FR
F.O.B.	SHIP VIA	DELIVERY REQ. BY		
DEST	Best Way			

### NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	ZMF12A TFT	2.5NH 500GPM Master Foam fixed gallongage self-educting foam nozzle with 10' 1.5" concentrate hose coupled 1.5" & 2" Camlock ends	\$1,426.85	\$1,426.85

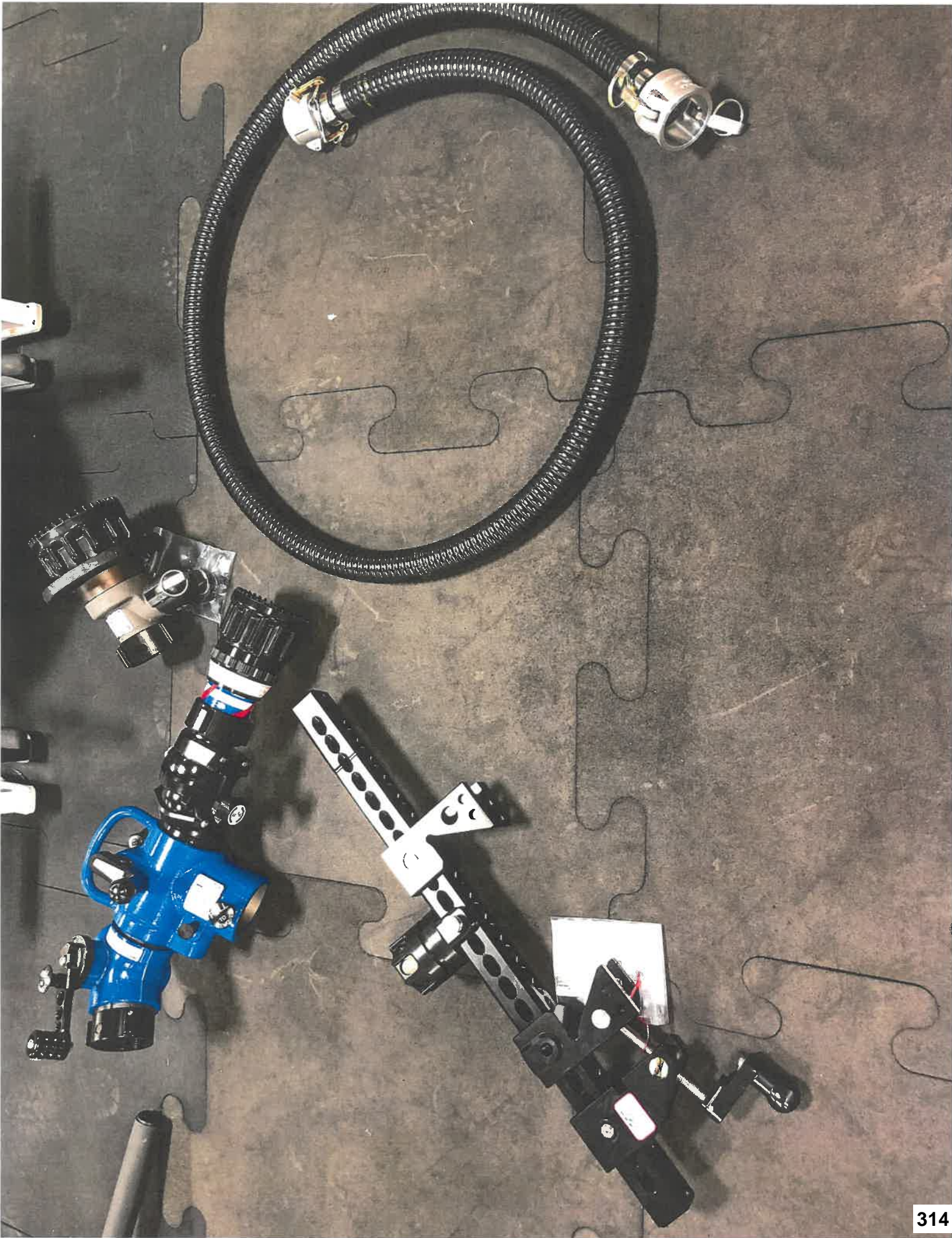
DUNS NUMBER: 009224163  
SIC CODE: 5099  
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 08/09/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$1,426.85
Tax Total	\$0.00
Transportation	\$0.00
<b>Total</b>	<b>\$1,426.85</b>

[View Terms of Sale and Return Policy](#)







Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-08**

**AN ORDINANCE AUTHORIZING LEASES OF SPACE AT THE KENAI RIVER  
CENTER BUILDING WITH THE STATE OF ALASKA DEPARTMENT OF FISH AND  
GAME AND DEPARTMENT OF NATURAL RESOURCES AND REPEALING  
ORDINANCE 2020-30**

- WHEREAS,** federal appropriations were provided for the construction and operation of the borough's Donald E. Gilman Kenai River Center ("Kenai River Center"); and
- WHEREAS,** the Kenai River Center is designed to increase coordination and communication between permitting agencies in order to streamline the permitting process for landowners, improve protection of the Kenai Peninsula's natural resources, and serve as a source of information and education for landowners and others concerned with resource management; and
- WHEREAS,** staff within the borough's planning department, the State of Alaska Department of Fish & Game, and the State of Alaska Department of Natural Resources currently occupy the facility; and
- WHEREAS,** the Kenai Peninsula Borough and the State of Alaska desire to continue to utilize the Kenai River Center for its designed purpose; and
- WHEREAS,** entering into new lease agreements with the State of Alaska would provide for the continued use of space by each agency and would protect the interests of each party; and
- WHEREAS,** this ordinance will also repeal ordinance 2020-30, which approved cooperative leases at the river center, provided that rent shall be \$1.00 per annum, and stated that the cooperative leases shall be subject to a shared services agreement; and
- WHEREAS,** a repeal of ordinance 2020-30 is necessary because following negotiations with state officials there will no longer be a shared services agreement and rent will be greater than \$1.00, and instead the state will pay a monthly rent attributable to the square footage space occupied by the lessee under shared space terms set by the lease; and
- WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of February 22, 2021, recommended \_\_\_\_\_;

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

**SECTION 1.** That Ordinance 2020-30, an ordinance authorizing cooperative leases of space at the Kenai River Center building with the state of Alaska Department of Fish and Game and Department of Natural Resources, is hereby repealed.

**SECTION 2.** That the mayor is hereby authorized, pursuant to KPB 17.10.100(D), to enter into leases, in substantially the form as the ones attached for approval, to the State of Alaska Department of Fish and Game and to the Department of Natural Resources, within the following described real property situated in the Kenai Recording District, Third Judicial District, State of Alaska, described as follows:

Tract 1A, Soldotna Airport Property Funny River Road  
Realignment Addn. Part One, Plat No. 2011-22, located at 514  
Funny River Road, Soldotna, Alaska

**SECTION 3.** That the cooperative leases are authorized pursuant to KPB 17.10.100(D) as leases in cooperation with a government entity, and the provisions of KPB 17.10.140 do not apply to these leases.

**SECTION 4.** The mayor is authorized to negotiate and sign any documents necessary to effectuate this ordinance.

**SECTION 5.** That this ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Melanie Aeschliman, Planning Director *MA*  
Marcus Mueller, Land Management Officer *mm*

**FROM:** Julie Denison, Land Management Technician *JD*

**DATE:** February 4, 2021

**RE:** Ordinance 2021-08, Authorizing Leases of Space at the Kenai River Center Building with the State of Alaska Department of Fish and Game and Department of Natural Resources and Repealing Ordinance 2020-30 (Mayor)

---

Ordinance 2020-30 authorized the mayor to enter into cooperative leases and a share services agreement for multi-agency occupancy and use of space at the Kenai River Center facility. During lease negotiations, the terms and lease package changed from the package authorized in Ordinance 2020-30 to an extent that it seemed necessary to repeal that ordinance and replace it with this ordinance authorizing the lease packages as negotiated.

The leases were re-arranged to a more traditional lease form using a set lease rate. The set rate is substantially similar to contribution amounts calculated under the former shared services agreement. Rents under the lease are subject to adjustment in 5-year intervals.

Your consideration is appreciated.

**KENAI PENINSULA BOROUGH LEASE  
WITH THE ALASKA DEPARTMENT OF ADMINISTRATION**

WHEREAS, the Kenai Peninsula Borough (hereinafter called "KPB") and the State of Alaska, Department of Administration, on behalf of the Department of Natural Resources (hereinafter called "Lessee") are working in partnership to restore and protect the rivers of the Kenai Peninsula by providing multi-agency permitting, information and education at a single location known as the "Kenai River Center Building"; and

WHEREAS, KPB and Lessee have shared space and services in the Kenai River Center Building since it was constructed in 2000 and have operated under a cooperative lease arrangement since 2005; and

WHEREAS, KPB and Lessee desire to continue sharing space at the Kenai River Center Building in a multi-agency environment for the purpose of providing joint permitting, information and educational services to the Kenai Peninsula; and

WHEREAS, KPB owns the Kenai River Center Building and the underlying real property; and

NOW, THEREFORE, KPB and Lessee enter into the following agreement:

**TERMS AND CONDITIONS**

**1. Consideration/Parties/Premises.**

For good and valuable consideration, including the covenants and agreements contained herein, and pursuant to Ordinance 2020-\_\_\_, enacted March \_\_\_, 2021, the KPB, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, grants to Lessee, State of Alaska, Department of Administration, whose address is 550 West 7<sup>th</sup> Avenue, Suite 200, Anchorage, Alaska 99501, on behalf of the Alaska Department of Natural Resources, use of professional office space at the following described real property situated in the Kenai Recording District, Third Judicial District, State of Alaska, and described as follows:

Room 106 within the Kenai River Center Building, located at 514  
Funny River Road, Soldotna, Alaska.

This lease additionally provides full use and enjoyment of proportionately allocated shared use areas upon and within the described premises, along with available staff and visitor parking, with all respective appurtenances unto the Lessee for the duration of the lease.

**2. Lease Term.** This lease is for an initial term of five (5) years and may be renewed for two (2) additional terms in five (5) year increments for a total renewal options of ten (10) years, commencing July 1, 2020 and terminating June 30, 2035. This lease shall automatically renew unless the Lessee notifies KPB in writing of

Lessee's intention not to renew this lease at least 90 days prior to the expiration of the existing term.

3. **Lease Rental.** The lease rental is One Thousand One Hundred Dollars & 00/100 (\$1,100.00) per month for the initial 5-year term of this lease. The lease rental shall be adjusted at each renewal to the then-prevailing market rate.

4. **Definitions.**

- a. For the purpose of this lease the term "Kenai River Center Building" shall mean the entire premises subject to this lease, including the physical structure, the leased office space, shared use areas, storage facilities, parking areas, grounds, and other associated amenities.
- b. For the purpose of this lease the term "Kenai River Center" (KRC) shall mean the collection of agencies and personnel who cooperate to provide permitting, information, and/or education for the protection of the rivers of the Kenai Peninsula, its watersheds, and its fish and wildlife resources.
- c. For the purpose of this lease "shared use areas" include all common areas and facilities such as storage and locker areas, shared parking, conference rooms, and meeting rooms. Shared use areas may also include primary areas for administrative support, education and outreach, temporary, part time part time staff, or volunteers. Lessee and KRC agree that establishment of a primary use of a shared use area shall be reasonably allowed, provided that such primary use of a shared use area is to the benefit of the Kenai River Center's mission and also provided that such primary use does not prevent the reasonable use by another due to conflict with design. Primary work areas and other primary uses within shared use areas may be moved, rearranged, extinguished or otherwise modified to provide maximum efficiency of design, over time, of a shared use area.

5. **Management, Operation and Maintenance.**

- a. Both parties shall use and occupy said premises in a careful and proper manner so that they remain in as good condition as when constructed, except for reasonable wear and tear and/or loss or damage caused by fire, explosions, earthquakes, acts of God, or other casualty during the continuance of this agreement.
- b. Neither party shall use or occupy the premises for any unlawful purpose. Neither party shall use the premises, or allow the same to be used or occupied, for any purpose or business that would present a danger to the premises or its occupants. Both parties shall keep the premises free of structural or mechanical hazards. Both parties shall comply with all Borough ordinances, State and federal statutes and regulations, and case law applicable to their occupation or use of the premises.
- c. KRC and Lessee are individually responsible for carrying property insurance (through self-insurance or otherwise) for their own fixtures and equipment and

individual property interests. Lessee and KPB are individually responsible for carrying liability insurance (through self-insurance or otherwise) covering liability for personal injury and any other loss.

- d. The proposed use of the premises is for a joint Lessee and KPB public permitting center and for related services. Since compatibility between uses must be maintained Lessee shall not change the general framework of occupying agency personnel or the use of said premises, nor any part thereof, without the written consent of the other parties, provided however such consent shall not be unreasonably withheld.
- e. Lessee may, at its sole cost, make minor renovations or modifications which it deems beneficial upon written approval of KPB.
- f. KPB shall have the obligation and responsibility to maintain and repair the premises as described in the paragraphs above, but may subcontract for all or part of the services. The areas of the building used by either party shall be maintained at an equal level. Lessee shall pay to KPB Lessee's share of all reasonable costs incurred by KPB as described above.
- g. KPB shall, in any contracts or agreements with contractors or subcontractors performing maintenance work at the premises after construction, require that all indemnities and waivers of subrogation it obtains and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the Lessee and to add the Lessee as an additional named indemnitee and as additional insured.
- h. Fixtures installed in the premises by Lessee remain the property of Lessee and may be removed by Lessee provided it repairs at Lessee's expense any injury to the premises.
- i. Lessee shall permit KPB staff to enter the premises at all reasonable times to examine the conditions of the same. KPB shall make every effort to not disrupt services and shall provide as much notice as possible prior to entry.

## **6. Dispute resolution.**

- a. Procedures for building management and maintenance decisions and dispute resolution will be jointly developed by the parties and amended as appropriate by agreement of the parties. The parties will jointly develop schedules for periodic maintenance. Charges for these services shall be allocated to each party as in paragraph (e) or (f) of section 5 above.
- b. If disputes cannot be resolved by mutual agreement of the parties, the parties shall undergo mediation with a mediator chosen by mutual agreement of the parties. If disputes are not resolved through mediation, then the parties may submit to binding arbitration.

7. **Assignment.** Lessee may not assign the lease except with written approval by KPB upon a finding by KPB that such assignment is consistent with the KRC's mission and a finding that such assignment is in the best interest of KPB. The assignee should be bound by the terms and conditions of this lease, except, at KPB's benefit and sole option, this agreement may be subject to modification upon assignment provided such assignment is on a form that establishes such modification.
8. **Amendment.** The parties hereto may amend any term of this agreement, by written agreement signed by both parties. If an amendment to this agreement would cause a material effect to any other party of the shared service agreement, a letter of non-objection from that party must be obtained to effectuate such amendment.
9. **Liens and Mortgages.** Lessee shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease.
10. **Violation.** Violation of any of the terms of this lease may expose Lessee to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.
11. **Breach and Remedies**
- By Lessor.** If KPB breaches this agreement by failing to comply with any of the terms and conditions herein and has not cured the breach within sixty (60) days of receipt of written notice thereof from Lessee, Lessee may terminate this lease.
  - By Lessee.** If Lessee breaches this agreement by failing to comply with any of the terms and conditions herein and has not cured the breach within sixty (60) days of receipt of written notice thereof from KPB, KPB may terminate this lease.
12. **Termination**
- Either of the parties hereto may for the following reasons terminate this agreement by giving the other ninety (90) days' prior notice in writing. Grounds for such termination are:
    - A breach of any of the terms and conditions herein contained when such breach is not cured as herein provided; or
    - When and if the Lessee, because of conditions beyond its control, is unable to adequately staff the leased facilities
  - Unless the State Legislature provides otherwise, this lease shall automatically terminate without penalty on June 30 of any year during which the State Legislature fails to appropriate funds sufficient to make lease payments for the following fiscal year.

- c. At any time that this lease is in good standing it may be canceled in whole or in part upon mutual written agreement by Lessee and the KPB Mayor. This lease is subject to cancellation in whole or in part if improperly issued through error in procedure or if a mutual mistake is made with respect to material facts.
13. **Entry or Re-entry.** In the event that the Lease is terminated, canceled or forfeited, or in the event that the demised buildings or any part thereof, should be abandoned by the Lessee during the agreement term, KPB or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said buildings or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the lease.
14. **Notice.** Any notice or demand, which under the terms of this Lease must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on this Lease. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addresser.

All notices shall be sent to both parties as follows:

LESSOR

Kenai Peninsula Borough  
Planning Director  
144 N. Binkley Street  
Soldotna, AK 99669-7199

LESSEE

State of Alaska  
Department of Administration, 11  
550 West 7<sup>th</sup>, Suite 200  
Anchorage, AK 99501

15. **Waiver.** The waiver by a party hereto of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
16. **Jurisdiction.** Any suits filed in connection with the terms and conditions of this lease, and of the rights and duties of the parties, shall be filed and litigated in the trial courts of the State of Alaska, Third Judicial District at Kenai, and shall be governed by Alaska law.
17. **Severability Clause.** Should any provision of this lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this lease or constitute any cause of action in favor of either party as against the other.



18. **Binding Effect.** It is agreed that all covenants, terms and conditions of this lease shall be binding upon the successors, heirs and assigns of the original parties hereto.
19. **Titles of Articles.** The titles of articles in this lease are for ease of reference and are not definitional nor limit the content of the articles.
20. **Full and Final Agreement.** This lease agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This lease may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. Lessee avers and warrants that no representations not contained within this lease have been made with the intention of inducing execution of this agreement.

STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION  
on behalf of the Department of  
Natural Resources

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Rashaad Esters, Contracting Officer III

\_\_\_\_\_  
Charlie Pierce, Mayor

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Sean Kelley,  
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Ashaad Esters, the Contracting Officer III for the State of Alaska Department of Administration, for and on behalf of the State of Alaska, Department of Natural Resources.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: With Office

**KENAI PENINSULA BOROUGH LEASE  
WITH THE ALASKA DEPARTMENT OF ADMINISTRATION**

WHEREAS, the Kenai Peninsula Borough (hereinafter called "KPB") and the State of Alaska, Department of Administration, on behalf of the Department of Fish and Game (hereinafter called "Lessee") are working in partnership to restore and protect the rivers of the Kenai Peninsula by providing multi-agency permitting, information and education at a single location known as the "Kenai River Center Building"; and

WHEREAS, KPB and Lessee have shared space and services in the Kenai River Center Building since it was constructed in 2000 and have operated under a cooperative lease arrangement since 2005; and

WHEREAS, KPB and Lessee desire to continue sharing space at the Kenai River Center Building in a multi-agency environment for the purpose of providing joint permitting, information and educational services to the Kenai Peninsula; and

WHEREAS, KPB owns the Kenai River Center Building and the underlying real property; and

NOW, THEREFORE, KPB and Lessee enter into the following agreement:

**TERMS AND CONDITIONS**

**1. Consideration/Parties/Premises.**

For good and valuable consideration, including the covenants and agreements contained herein, and pursuant to Ordinance 2020-\_\_\_\_, enacted March \_\_\_\_, 2021, the KPB, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, grants to Lessee, State of Alaska, Department of Administration, whose address is 550 West 7<sup>th</sup> Avenue, Suite 200, Anchorage, Alaska 99501, on behalf of the Alaska Department of Fish & Game, use of professional office space at the following described real property situated in the Kenai Recording District, Third Judicial District, State of Alaska, and described as follows:

Room 105 and Room 108 within the Kenai River Center Building,  
located at 514 Funny River Road, Soldotna, Alaska.

This lease additionally provides full use and enjoyment of proportionately allocated shared use areas upon and within the described premises, along with available staff and visitor parking, with all respective appurtenances unto the Lessee for the duration of the lease.

- 2. Lease Term.** This lease is for an initial term of two (2) years and may be renewed for eight (8) additional terms in one (1) year increments for a total renewal options of eight (8) years, commencing July 1, 2020 and terminating June 30, 2030. This lease shall automatically renew unless the Lessee notifies KPB in writing of

Lessee's intention not to renew this lease at least 90 days prior to the expiration of the existing term.

3. **Lease Rental.** The lease rental is Two Thousand Two Hundred Dollars & 00/100 (\$2,200.00) per month for the initial 5-years of this lease. The lease rental shall be adjusted at each renewal to the then-prevailing market rate.

4. **Definitions.**

- a. For the purpose of this lease the term "Kenai River Center Building" shall mean the entire premises subject to this lease, including the physical structure, the leased office space, shared use areas, storage facilities, parking areas, grounds, and other associated amenities.
- b. For the purpose of this lease the term "Kenai River Center" (KRC) shall mean the collection of agencies and personnel who cooperate to provide permitting, information, and/or education for the protection of the rivers of the Kenai Peninsula, its watersheds, and its fish and wildlife resources.
- c. For the purpose of this lease "shared use areas" include all common areas and facilities such as storage and locker areas, shared parking, conference rooms, and meeting rooms. Shared use areas may also include primary areas for administrative support, education and outreach, temporary, part time part time staff, or volunteers. Lessee and KRC agree that establishment of a primary use of a shared use area shall be reasonably allowed, provided that such primary use of a shared use area is to the benefit of the Kenai River Center's mission and also provided that such primary use does not prevent the reasonable use by another due to conflict with design. Primary work areas and other primary uses within shared use areas may be moved, rearranged, extinguished or otherwise modified to provide maximum efficiency of design, over time, of a shared use area.

5. **Management, Operation and Maintenance.**

- a. Both parties shall use and occupy said premises in a careful and proper manner so that they remain in as good condition as when constructed, except for reasonable wear and tear and/or loss or damage caused by fire, explosions, earthquakes, acts of God, or other casualty during the continuance of this agreement.
- b. Neither party shall use or occupy the premises for any unlawful purpose. Neither party shall use the premises, or allow the same to be used or occupied, for any purpose or business that would predict a danger to the premises or its occupants. Both parties shall keep the premises free of structural or mechanical hazards. Both parties shall comply with all Borough ordinances, State and federal statutes and regulations, and case law applicable to their occupation or use of the premises.
- c. KPB and Lessee are individually responsible for carrying property insurance (through self-insurance or otherwise) for their own fixtures and equipment and

individual property interests. Lessee and KPB are individually responsible for carrying liability insurance (through self-insurance or otherwise) covering liability for personal injury and any other loss.

- d. The proposed use of the premises is for a joint Lessee and KPB public permitting center and for related services. Since compatibility between uses must be maintained Lessee shall not change the general framework of occupying agency personnel or the use of said premises, nor any part thereof, without the written consent of the other parties, provided however such consent shall not be unreasonably withheld.
- e. Lessee may, at its sole cost, make minor renovations or modifications which it deems beneficial upon written approval of KPB.
- f. KPB shall have the obligation and responsibility to maintain and repair the premises as described in the paragraphs above, but may subcontract for all or part of the services. The areas of the building used by either party shall be maintained at an equal level. Lessee shall pay to KPB Lessee's share of all reasonable costs incurred by KPB as described above.
- g. KPB shall, in any contracts or agreements with contractors or subcontractors performing maintenance work at the premises after construction, require that all indemnities and waivers of subrogation it obtains and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the Lessee and to add the Lessee as an additional named indemnitee and as additional insured.
- h. Fixtures installed in the premises by Lessee remain the property of Lessee and may be removed by Lessee provided it repairs at Lessee's expense any injury to the premises.
- i. Lessee shall permit KPB staff to enter the premises at all reasonable times to examine the condition of the same. KPB shall make every effort to not disrupt services and shall provide as much notice as possible prior to entry.

## **6. Dispute resolution.**

- a. Procedures for building management and maintenance decisions and dispute resolution will be jointly developed by the parties and amended as appropriate by agreement of the parties. The parties will jointly develop schedules for periodic maintenance. Charges for these services shall be allocated to each party as in paragraph (e) or (f) of section 5 above.
- b. If disputes cannot be resolved by mutual agreement of the parties, the parties shall undergo mediation with a mediator chosen by mutual agreement of the parties. If disputes are not resolved through mediation, then the parties may submit to binding arbitration.

7. **Assignment.** Lessee may not assign the lease except with written approval by KPB upon a finding by KPB that such assignment is consistent with the KRC's mission and a finding that such assignment is in the best interest of KPB. The assignee should be bound by the terms and conditions of this lease, except, at KPB's benefit and sole option, this agreement may be subject to modification upon assignment provided such assignment is on a form that establishes such modification.
8. **Amendment.** The parties hereto may amend any term of this agreement, by written agreement signed by both parties. If an amendment to this agreement would cause a material effect to any other party of the shared service agreement, a letter of non-objection from that party must be obtained to effectuate such amendment.
9. **Liens and Mortgages.** Lessee shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease.
10. **Violation.** Violation of any of the terms of this lease may expose Lessee to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.
11. **Breach and Remedies**
- a. **By Lessor.** If KPB breaches this agreement by failing to comply with any of the terms and conditions herein and has not cured the breach within sixty (60) days of receipt of written notice thereof from Lessee, Lessee may terminate this lease.
  - b. **By Lessee.** If Lessee breaches this agreement by failing to comply with any of the terms and conditions herein and has not cured the breach within sixty (60) days of receipt of written notice thereof from KPB, KPB may terminate this lease.
12. **Termination**
- a. Either of the parties hereto may for the following reasons terminate this agreement by giving the other ninety (90) days' prior notice in writing. Grounds for such termination are:
    - 1. A breach of any of the terms and conditions herein contained when such breach is not cured as herein provided; or
    - 2. When and if the Lessee, because of conditions beyond its control, is unable to adequately staff the leased facilities
  - b. Unless the State Legislature provides otherwise, this lease shall automatically terminate without penalty on June 30 of any year during which the State Legislature fails to appropriate funds sufficient to make lease payments for the following fiscal year.

- c. At any time that this lease is in good standing it may be canceled in whole or in part upon mutual written agreement by Lessee and the KPB Mayor. This lease is subject to cancellation in whole or in part if improperly issued through error in procedure or if a mutual mistake is made with respect to material facts.

13. **Entry or Re-entry.** In the event that the Lease is terminated, canceled or forfeited, or in the event that the demised buildings or any part thereof, should be abandoned by the Lessee during the agreement term, KPB or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said buildings or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the lease.
14. **Notice.** Any notice or demand, which under the terms of this Lease must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on this Lease. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressee.

All notices shall be sent to both parties as follows:

LESSOR

Kenai Peninsula Borough  
Planning Director  
144 N. Binkley Street  
Soldotna, AK 99669-7349

LESSEE

State of Alaska  
Department of Administration, 10  
550 West 7<sup>th</sup>, Suite 200  
Anchorage, AK 99501

15. **Waiver.** The waiver by a party hereto of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
16. **Jurisdiction.** Any suits filed in connection with the terms and conditions of this lease, and of the rights and duties of the parties, shall be filed and litigated in the trial courts of the State of Alaska, Third Judicial District at Kenai, and shall be governed by Alaska law.
17. **Severability Clause.** Should any provision of this lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this lease or constitute any cause of action in favor of either party as against the other.

18. **Binding Effect.** It is agreed that all covenants, terms and conditions of this lease shall be binding upon the successors, heirs and assigns of the original parties hereto.
19. **Titles of Articles.** The titles of articles in this lease are for ease of reference and are not definitional nor limit the content of the articles.
20. **Full and Final Agreement.** This lease agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This lease may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. Lessee avers and warrants that no representations not contained within this lease have been made with the intention of inducing execution of this agreement.

STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION  
on behalf of the Department of  
Fish & Game

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Rashaad Esters, Contracting Officer III

\_\_\_\_\_  
Chane Pierce, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Sean Kelley,  
Deputy Borough Attorney



NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska  
My commission expires: With Office

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Rashad Esters, the Contracting Officer III for the State of Alaska Department of Administration for and on behalf of the State of Alaska, Department of Fish & Game.

Introduced by:	Hibbert, Bjorkman
Date:	04/21/20
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-030**

**A RESOLUTION RECOGNIZING THE SUCCESSFUL EFFORTS OF THE STATE  
LEADERSHIP AND ALASKAN RESIDENTS TO SLOW THE SPREAD OF COVID-19  
AND ENCOURAGING THE GOVERNOR TO PROCURE SUFFICIENT COVID-19  
TESTING SO HE CAN RESCIND OR MODIFY COVID-19 HEALTH MANDATES 003:  
STATE WIDE CLOSURE RESTAURANTS, BARS, ENTERTAINMENT, 009:  
PERSONAL CARE SERVICES AND GATHERINGS AND 012: INTRASTATE  
TRAVEL, AS SOON AS REASONABLY PRACTICAL**

**WHEREAS,** the COVID-19 virus originated in Hubei province in China, with the first confirmed case occurring on November 17, 2019; and,

**WHEREAS,** on January 21, 2020, the United States of America had its first confirmed case of COVID-19; and,

**WHEREAS,** on January 30, 2020 the World Health Organization declared a public health emergency of international concern due the COVID-19 virus; and,

**WHEREAS,** on March 13, 2020, with 2,700 confirmed cases of COVID-19 in the United States, President Donald Trump declared a U.S. national emergency and,

**WHEREAS,** as of April 7, 2020, the United States had 400,335 confirmed cases of COVID-19; and,

**WHEREAS,** on March 2, 2020, the State of Alaska had its first confirmed case of COVID -19; and,

**WHEREAS,** in response to the confirmed presence of COVID-19 in the State of Alaska and to prevent or slow the spread of the Disease Governor Mike Dunleavy issued his first public health mandate on March 13, 2020; and,

**WHEREAS,** between March 16, 2020 and March 27, 2020, Governor Dunleavy issued 11 additional health mandates, all in an effort to "flatten the curve" and reduce the number of confirmed COVID-19 cases to a level that would not overwhelm the health care infrastructure of the State; and

**WHEREAS,** because of the early and aggressive action by the Governor and the cooperation of Alaskan residents, the number of confirmed COVID-19 cases in the state has remained low with 321 cases confirmed as of April 20, 2020; and

**WHEREAS,** the health mandates issued by the Governor are some of the most aggressive measures limiting virus exposure amongst the states: and

**WHEREAS,** the continued closure of businesses is impacting all Alaskans, resulting in a significant loss of jobs, business failures, and the loss of important sales tax revenues to municipalities jeopardizing essential services; and,

**WHEREAS,** reducing intrastate travel limitations and mandatory closure of certain businesses as soon as reasonably practical will allow many businesses to reopen, employees to return to work and residents to receive services; and,

**WHEREAS,** reduction of these limitations can be paired with continued implementation of other health mandates as necessary to continue protecting public health and safety;

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


**SECTION 1.** That the Kenai Peninsula Borough Assembly respectfully encourages the Governor to procure sufficient COVID-19 testing so he can rescind or modify COVID-19 health mandates 003: State wide closure restaurants, bars, entertainment, 009: personal care services and gatherings and 012: intrastate travel, as soon as reasonably practical to allow Alaskan businesses to resume operations, employees to return to work and residents to receive services in a safe manner observing social distancing requirements.

**SECTION 2.** That a copy of this resolution shall be sent to Governor Dunleavy and all Kenai Peninsula Borough legislators.

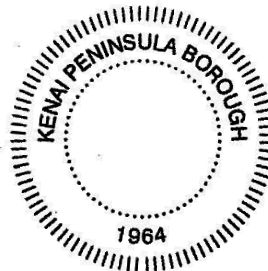
**SECTION 3.** That this resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2020.**

ATTEST:

  
John Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-09**

**AN ORDINANCE AUTHORIZING A COMMUNITY TRAIL MANAGEMENT  
AGREEMENT WITH SNOMADS, INC.**

- WHEREAS,** KPB 17.10.185 provides for the mayor to enter into trail management agreements with appropriate non-profit and community organizations to allow for the management of public trails, trail corridors, and related facilities on borough land under the terms and conditions of the trail management agreement authorized by the assembly upon recommendation of the planning commission; and
- WHEREAS,** Snomads, Inc. (“Snomads”) is a non-profit organization dedicated to promoting individual and family activities through trails; and
- WHEREAS,** Snomads and its predecessor organization has developed snowmachine trails since the 1980’s on borough land which have been formally permitted since 2007 that it maintains through community and grant support to provide for a variety of community uses, events, and related economic benefits; and
- WHEREAS,** Snomads has applied for a Community Trail Management Agreement (“CTMA”) to develop, maintain, and manage a multi-use trail system in the Homer area; and
- WHEREAS,** a CTMA is designed to establish a base agreement with a trail manager that is scoped by a Trail Management Plan which delineates trail improvements and management actions authorized, and additionally provides for amending the Trail Management Plan over time to move, grow, and change through administrative and assembly approval process; and
- WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of February 22, 2021 recommended \_\_\_\_\_;

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

- SECTION 1.** That the mayor is authorized to enter into a CTMA with Snomads, as trail manager, that provides for the development, maintenance, and management of public trails, trail corridors, and related facilities on borough lands.

**SECTION 2.** That the mayor is authorized to approve a Trail Management Plan with the general scope being for trail facilities located in the south Caribou Hills and Homer area, for year-round management, for motorized and non-motorized uses.

**SECTION 3.** That the mayor is authorized, through the CTMA, to provide for the regulation of public uses on the trail facilities to prohibit motorized wheeled vehicles on groomed trails during the winter season.

**SECTION 4.** That the mayor is authorized to enter into a CTMA, substantially in the form of the attached CMTA.

**SECTION 5.** That this ordinance takes effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Melanie Aeschliman, Planning Director *MA*  
Marcus Mueller, Land Management Officer *MM*

**FROM:** Julie Denison, Land Management Technician *JD*

**DATE:** February 4, 2021

**RE:** Ordinance 2021-09, Authorizing a Community Trail Management Agreement with Snomads, Inc. (Mayor)

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Snomads, Inc., a non-profit organization, ("Snomads") develops, maintains and manages snow machine trails on borough land near Homer. Snomads has applied for a Community Trail Management Agreement ("CTMA") to continue its trail management activities into the future.

A CTMA has been prepared that provides a framework and set of management tools that can be used to implement a Trail Management Plan (TMP) in balance with other interests of the Kenai Peninsula Borough.

The trail facilities proposed are year-round, motorized and non-motorized, and human-powered uses which would be groomed in the winter and maintained in the summer. The TMP would allow for administrative amendments where modifications are consistent with the general scope authorized by the assembly. Major amendments that introduce significant changes in location, use, fees, or regulations, would go before the assembly for additional approval.

This proposal considers authorizing the trail manager to implement a trail regulation restricting public use in the form of prohibiting motorized wheeled vehicles on groomed trails during the winter season.

Your consideration is appreciated.

# COMMUNITY TRAIL MANAGEMENT AGREEMENT

CTMA No. 2021-01

## I. PARTIES TO THE AGREEMENT

Landowner: Kenai Peninsula Borough (KPB)  
Trail Manager: Snomads, Inc. (Snomads)

## II. PURPOSE OF THE AGREEMENT

The purpose of this Community Trail Management Agreement (CTMA) is to authorize the Trail Manager to perform management of certain public trail facilities on Kenai Peninsula Borough land.

## III. COMMUNITY TRAIL MANAGEMENT AGREEMENT AUTHORITY

Pursuant to KPB 17.10.185 and Ordinance 2021-XX, enacted \_\_\_\_\_, KPB hereby enters into this CTMA with the Trail Manager for the management of public trails, trail corridors, and related facilities (hereinafter collectively called "Trail Facilities") as described in this agreement through a Trail Management Plan, subject to the terms and conditions of this CTMA.

## IV. LOCATION & CORRIDOR INTENT

This CTMA is applicable only on lands owned by the Kenai Peninsula Borough in the locations shown in the Trail Management Plan. Each trail is considered to have an accompanying management corridor, generally 25-feet on each side of the trail, available for management in ancillary support of the physical trail and trail uses. Purposes of management corridors include vegetation management, views, resting areas, sign locations, and buffering. Management corridors may vary in width in consideration of the nature of trail facilities, adjoining uses, terrain, vegetation types, and property interests. A reasonable effort will be made through the Trail Management Plan to communicate intended corridor areas where different from the general standard for width.

## V. TRAIL MANAGEMENT PLAN

The purpose of the Trail Management Plan is to establish the scope of physical trail facilities and their respective locations, along with the means and methods by which the Trail Manager shall develop, manage, and maintain those trail facilities under this CTMA.

A. The Trail Management Plan shall include the following, as applicable:

1. Written Descriptions of the means, methods and timetables to communicate the active scope of the development, use, and management of trail facilities under this CTMA.
2. Drawings of the Trail Facilities through maps, typical profile diagrams, conceptual site plans, structural drawings, and details as necessary to illustrate the position and relation of existing and proposed Trail Facilities to



land boundaries, terrain features, other land uses, and to communicate the spatial and structural scope of the Trail Facilities under this CTMA.

3. Published Rules & Regulations including major signs to be used to administer the orderly use of Trail Facilities and general the location of such postings.
  4. Fees & Reservation System, including any use fees or service fees, the basis of rates, the method of collection and entry, and the current contact for system administration. If fees are collected, then reporting of fees collected is required in the annual report along with the maintenance and service costs upon which the fees are based.
- B. Amendment or Modification of the Trail Management Plan is by mutual written agreement. The Trail Manager may submit proposed amendments or modifications to the Planning Department for consideration under this CTMA. The Planning Department shall have a minimum of 60 days to review the submittal. The borough may approve, deny, or condition the submittal. Amendments will be considered administratively when the addition is consistent in nature with the standing agreement. Major amendments will require approval by the borough Assembly. Amendments or modifications shall become effective upon written agreement by the parties and shall be incorporated into the Trail Management Plan.

## **VI. OPEN TO THE GENERAL PUBLIC**

Trail Facilities under this CTMA shall be open to the general public.

When applicable, Trail Manager is authorized to coordinate and schedule events among user groups and to schedule Trail Facilities work and maintenance, during which times the Trail Manager may post notice and restrict uses to those events, Trail Facilities work or maintenance.

## **VII. RULES, REGULATIONS, AND SAFETY**

- A. Trail Manager shall promulgate trail use rules and regulations necessary to promote safe and orderly use of Trail Facilities by the general public, subject to review and approval by the KPB under the Trail Management Plan.
- B. Trail Manager shall periodically assess trail conditions and is authorized to restrict or close use if conditions are determined to be unsafe or that use during such conditions would potentially cause damage to Trail Facilities, whether or not explicitly stated in the Trail Management Plan.
- C. Trail Manager shall post signs or signals necessary to guide safe use of the Trail Facilities by the general public.
- D. Pursuant to Ordinance 2021-XX, Trail Facilities under this CTMA are authorized to be regulated by the Trail Manager to prohibit wheeled vehicles on groomed trails

in the winter season, except allowance for authorized maintenance vehicles, emergency vehicles, and motorized vehicle crossings.

- E. Trail manager shall remove trash, litter, and debris on a regular basis, and keep the Trail Facilities in a neat, clean, sanitary, and in a safe condition.

## **VIII. ANNUAL REPORTING REQUIRED**

In performance of this CTMA, the Trail Manager will provide an annual report to KPB summarizing 1) trail facilities development, 2) trail facilities use or availability for use, 3) maintenance activities, 4) management activities, and 5) accounting of fees, if any. The Trail Management Plan shall guide standard reporting metrics. Fees, if any, will include the total amount collected in US dollars, and the number of fee units. *For example: Reporting Period Jan 1 – Dec 31. Total Number of Public Use Cabins: 1, Total Cabin Use Fees Collected- \$3,500, Public Use Cabin Rental Days 100, Daily Fee \$35/Day, Cabin Availability 345 Days available for reservations, Cabin Maintenance 20 Days -volunteers stained exterior, restocked wood pile 10 times (10 cords), cleaned wood stove, and conducted routine maintenance. Maintenance and supply costs \$3,200, Cabin Maintenance Reserve Account Balance \$300.*

Annual reports are due by April 15<sup>th</sup> of each year.

## **IX. TERM**

This CTMA is for an initial term of twenty years commencing April 15, 2021 and may be extended at any time proceeding expiration by mutual written agreement.

## **X. IN SUPPORT OF GRANT OPPORTUNITIES, DURABLE FOR SITE CONTROL**

For the purposes of grant applications made by Trail Manager regarding improvement or maintenance of Trail Facilities under this CTMA and the Trail Management Plan, this agreement is intended to be considered durable site control to the granting agency for the duration of the grant maintenance period. In the event that a grant maintenance period extends beyond the written term of the CTMA, written acknowledgement by KPB in support of the grant application can be considered intent to extend the CTMA through the grant maintenance period as the CTMA pertains to such grant.

## **XI. RESERVATIONS & OTHER PROPERTY INTERESTS RETAINED**

- A. Nothing contained in this CTMA creates or implies any property interests, including easements or rights-of-way beyond the terms and conditions of this CTMA.
- B. KPB reserves the right to withdraw portions of the Trail Facilities from this CTMA as necessary to serve other land uses or resolve conflicts.
- C. KPB reserves the right to require Trail Facilities to be closed, removed, or relocated by and at the expense of the Trail Manager if such trails pose a potential conflict with other land uses.
- D. KPB reserves the right to authorize other land uses on the land.

- E. KPB reserves the right to review, approve, or deny any management actions that affect trail use, land use, or development on the land.
- F. Use of the land shall be subject to all valid existing rights, including leases, permits, easements, rights-of-ways, covenants and restrictions or other interests in the real property. The KPB reserves and retains the right to grant additional easements or rights-of-ways across the property as it deems reasonable and convenient or necessary.
- G. Should circumstances warrant, this CTMA may be modified or suspended in writing by KPB to protect resources, health, safety, or the environment.

## **XII. LIMITATIONS**

- A. This CTMA conveys no interest in the land to the Trail Manager. This CTMA does not convey any exclusive rights, nor any preferential rights to the Trail Manager for the use of the Trail Facilities or the land, different from the Trail Manager's right to secure its authorized property and administer the Trail Facilities provided in the CTMA.
- B. The Trail Manager shall not develop, manage, or maintain beyond what is specified in the Trail Management Plan, unless otherwise approved in writing by the KPB.
- C. This CTMA is not intended to, and does not, give special standing to Trail Facilities or to the Trail Manager beyond the purposes and terms of the agreement.
- D. KPB assumes no obligation to commit funds or other resources for improvements or maintenance associated with the Trail Facilities or their continuation.

## **XIII. ASSUMPTION OF RISKS**

- A. Defense and Indemnification: The Trail Manager shall indemnify, defend, save and hold the KPB, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from the Trail Manager's performance or failure to perform in accord with the terms and conditions of this CTMA in any way whatsoever. The Trail Manager shall be responsible under this clause for any and all claims of any character resulting from the Trail Manager or the Trail Manager's officers, agents, employees, partners, attorneys, suppliers, and subcontractors performance or failure to perform this CTMA in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the KPB or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the Trail Manager shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the KPB, its agents, or employees.
- B. Liability Insurance: The Trail Manager shall purchase at its own expense and maintain in force at all times during the term of this CTMA the following insurance policy:

Commercial General Liability: Policy to include bodily injury, personal injury, and property damage with respect to the property and the activities conducted by the Trail Manager in which the coverage shall not be less than \$1,000,000.00 per occurrence or such higher coverage as specified by the KPB. The policy purchased shall name the Kenai Peninsula Borough as an additional insured with respect to the Trail Manager's activities conducted on the property.

- C. Proof of Insurance: The Trail Manager shall deliver to the KPB a certificate of insurance. This insurance shall be primary and exclusive of any other insurance held by the KPB. Failure to provide the certificate of insurance as required by this section, or a lapse in coverage, is a material breach of this CTMA entitling the KPB to revoke the agreement.

#### **XIV. GENERAL CONDITIONS**

- A. Reference to KPB. 17.10.240. The general conditions contained in KPB 17.10.240 are incorporated by reference.
- B. Responsibility of Location. It shall be the responsibility of the Trail Manager to properly locate its self and its improvements on the land authorized.
- C. Compliance With Laws. The Trail Manager agrees to comply with all applicable federal, state, borough, and local laws and regulations.
- D. Inspections. Agents or representatives of the KPB shall have access to the Trail Facilities at all times.
- H. Waste. The Trail Manager shall not commit waste or injury upon the land.

#### **XV. ENFORCEMENT OF AGREEMENT & TERMINATION**

- A. Termination. Violation of the CTMA subjects the agreement to termination 60-days after delivering notice of violation, when correction is not made to resolve the violation.
- B. Performance of Duties. The Trail Management Plan shall be considered a duty under the CTMA. Failure to materially perform according to the Trail Management Plan may be considered a violation and subject the CTMA to termination in whole or in part.
- C. Unauthorized Uses. Uses of the land other than those authorized under the CTMA may be considered a violation and subject the CTMA to termination in whole or in part.
- D. Breach of Conditions. A breach of any of the conditions of this CTMA will be considered a violation of the agreement.
- E. Suspension. Violation of the CTMA subjects the agreement to immediate suspension by Notice of Suspension for violations that create a significant risk to human safety or that are counter to the public purposes for which this CTMA is intended to serve.

- F. Notice of Violation and Suspension. Notice of violation and notice of suspension shall be in writing and shall serve to identify the violation and the standards under which a correction will be considered to resolve the violation.
- G. Cancellation. At any time that this CTMA is in good standing it may be canceled in whole or in part upon mutual written agreement by the parties.
- H. Jurisdiction. Any suits filed in connection with the terms and conditions of this CTMA, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law.
- I. Savings Clause. Should any provision of this CTMA fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this agreement or constitute any cause of action in favor of either party as against the other.
- J. Binding Effect. It is agreed that all covenants, terms, and conditions of this CTMA shall be binding upon the successors, heirs and assigns of the original parties hereto.
- K. Full and Final Agreement. This CTMA constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This CTMA may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. The Trail Manager avers and warrants that no representations not contained within this CTMA have been made with the intention of inducing execution of this CTMA.
- L. Warranty of Authority. The Trail Manager warrants that the person executing this CTMA is authorized to do so on behalf of the Trail Manager.

#### **XVI. CONDITION OF PROPERTY VACATED**

- A. Removal and Cleanliness. On or before the expiration date of this CTMA, or within 60-days of early termination, the Trail Manager shall leave the land in a neat, clean and sanitary condition, and shall remove all trash, waste, materials, equipment, and other personal property that the Trail Manager has placed on the land.
- B. Final Report. Any previously unstated matters between the parties must be reported in writing to the other party within 60-days of expiration or termination to be considered valid interests under this CTMA or all claims or right to claims shall cease for the purpose of this agreement.

#### **XVII. NOTICES**

All notices shall be sent to both parties as follows:

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

SNOMADS, INC.  
P.O. Box 3646  
Homer, Alaska 99603-3646

Trail Manager shall maintain on file with KPB the name, title, address, email address and telephone number of an individual whom shall be the point of contact for day-to-day and emergency contact, information, and correspondence relative to this CTMA.

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Charlie Pierce, Mayor

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Sean Kelley  
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

SNOMADS, INC.

Dave Mastolier, President

Tessa Kern, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Dave Mastolier, President of Snomads, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Tessa Kern, Secretary of Snomads, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

17.10.240. - General conditions.

A.

Applicability. Each of the following terms and conditions shall, unless inapplicable by its own terms, apply to every sale or lease of land or interest in land by the borough, unless otherwise specifically provided by ordinance of the assembly. The terms and conditions, as well as any others established by the assembly or the land management officer, shall be included in every agreement of sale, lease or other document disposing of land or an interest in borough land in substantially the manner set out in this section.

B.

Assignments. Any purchaser, lessee, or permittee may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected. The assignee shall be subject to and governed by the provisions and regulations applicable thereto.

C.

Breach of Agreement. In the event of a default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, and such default continues thirty days after written notice of the default, the borough may cancel the agreement, lease, or permit or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

D.

Cancellation. A purchase agreement, lease or permit in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by the purchaser, lessee, or permittee and the mayor or land management officer when applicable. A purchase agreement, lease, or permit is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

E.

Conditional Contract. The borough may conditionally lease or issue permits for land it selects under the various state land grants and lands it reasonably believes it will own or will acquire title to prior to the actual receipt of title. An agreement, lease, or permit issued on this conditional basis shall be canceled in whole or in part in the event the borough is denied title to said lands. Payment made by the lessee or permittee on the land to which title is denied the borough shall be refunded in whole or in part to the agreement holder of record and any properly recorded lienholder, if any, jointly. However, the borough shall in no way be liable for any damage that may be done to the land by the lessee or permittee or liable for any claim of any third party, or to any claim that may arise from ownership. In the event the borough does receive title to the land under agreement, the conditional agreement shall then have the same standing, force and effect as non-conditional agreements issued under any regulations of this chapter.

F.

Entry or Re-entry. In the event that the purchase agreement or lease is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the purchaser during the agreement term, the borough or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by the borough shall not be deemed an acceptance of surrender of the contract.

G.

Fire Protection. The purchaser, lessee, or permittee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the land under agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the demised premises are located.

H.

Hazardous Waste. The storage, handling and disposal of hazardous waste shall not be allowed on lands under lease or permit from the borough.

I.

Modification. A purchase, lease or permit agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.

J.

Notice. Any notice or demand, which under the terms of an agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor, and in like manner a notice from the borough to a vendee shall be deemed received by the vendee when such notice arrives at the general or branch post office from which final delivery to the said purchaser, lessee or permittee would normally be accomplished.

K.

Notice of Default. Notice of the default will be in writing as provided in subsection I. of this section. A copy of the notice will be forwarded to all lienholders or others who have properly recorded their interest in the purchase, lease or permit agreement with the borough.

L.

Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.

1.

Improvements owned by a purchaser, lessee, or permittee on borough lands shall, within thirty calendar days after the termination of the agreement, be removed by him; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The retiring purchaser, lessee, or permittee may, with the consent of the mayor or land management officer when applicable, dispose of his improvements to the succeeding purchaser, lessee or permittee.

2.

If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the purchaser, lessee, or permittee under the terminated or canceled contract, be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB [Chapter 5](#). The proceeds of the sale shall inure to the former purchaser, lessee, or permittee who placed such improvements and/or chattels on the lands, or



his successors in interest, after paying to the borough all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of the borough, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

3.

If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in the borough. Upon request, the purchaser, lessee, or permittee shall convey said improvements and/or chattels by appropriate instrument to the borough.

M.

Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the purchaser, lessee, or permittee or placed on the land during his tenure with or without his permission and remaining upon the premises after the termination of the contract shall entitle the borough to charge a reasonable rent therefor.

N.

Resale. In the event that a purchase or lease agreement should be terminated, canceled, forfeited or abandoned, the borough may offer said lands for sale, lease or other appropriate disposal pursuant to the provisions of this chapter or other applicable regulations. If said land is not immediately disposed of then said land shall return to the Land Bank.

O.

Responsibility of Location. It shall be the responsibility of the purchaser, lessee, or permittee to properly locate himself and his improvements on the purchased, leased, or permitted lands.

P.

Rights of Mortgage or Lienholder. In the event of cancellation or forfeiture of a lease or sale agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease or sale agreement for the unexpired term thereof, subject to the same terms and conditions as in the original instrument. Any party acquiring an agricultural purchase or lease agreement must meet the same requirements as the original purchaser or lessee.

Q.

Rights-of-way. All trails or roads in existence at the time the land is sold may be considered to be an easement for public use. Nothing herein contained shall prevent the mayor or land management officer when applicable from specifically reserving such additional easements and rights-of-way across borough lands as deemed reasonable and necessary prior to the sale thereof.

R.

Sale Documents. All sales of borough lands shall be on approved borough forms suitable for recording and may consist of a warranty deed, deed of trust, agreement to purchase, promissory note and any other required documents.

S.

Sanitation. The purchaser, lessee, or permittee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The premises under purchase or lease agreement, or permit shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

T.

Shore Land Public Access Easement. As established by AS 38.05, borough lands sold or leased may be subject to a minimum 50 foot public access easement landward from the ordinary high water mark or mean high water mark.

U.

Subleasing. No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

V.

Violation. Violation of any provision of this chapter or of the terms of the agreement of sale, lease or permit may expose the purchaser, lessee, or permittee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of his interest in accordance with state law.

W.

Written Waiver. The receipt of payment by the borough, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of the borough to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of the borough to enforce the same in the event of any subsequent breach or default. The receipt by the borough of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

(Ord. No. 92-57, § 1(part), 1993)

# TRAIL MANAGEMENT PLAN FOR PUBLIC TRAILS ON BOROUGH LAND

CTMA No. 2021-01

## Trail Management for the Caribou Hills South (CHS) Trail System

### TRAIL MANAGER:

SNOMADS, Inc.

PO Box 3646

Homer AK 99603

[snomads@gmail.com](mailto:snomads@gmail.com)

[www.snomadsonline.org](http://www.snomadsonline.org)

### SUMMARY OF PROPOSED ACTIVITIES (Check All That Apply)

#### SEASONS OF TRAIL MANAGEMENT

☐ Winter ☐ Summer ☒ Year Round

#### TRAIL WIDTH (Typical)

☐ Under 5 Feet

☐ 5-10 Feet

☒ 10-20 Feet

#### TRAIL MAINTENANCE ACTIVITIES

☒ Periodic Brushing/Clearing

☒ Grading

☒ Snow Grooming

☒ Erosion Controls

#### TRAIL IMPROVEMENTS

☒ Trailheads

☒ Parking Area

☒ Loading/Unloading Area

☒ Signs

☐ Sanitation (Trash/Outhouse)

☒ Picnic Area

☒ Shelters

☒ Culverts

☒ Bridges

☐ Stairs

☒ Gates & Bollards

☒ Hardening

☒ New Trails

#### TRAIL ADMINISTRATION

☒ Competitions/Sponsored Events

☒ Grants

☒ Signage

☒ Equipment Storage Facilities

#### TRAIL ACTIVITIES

##### **Motorized:**

☒ ATV

☒ Snow Machines

##### **Non-Motorized:**

☒ Dog Sleds

☒ Skiing

☒ Snowshoeing

☒ Skijoring

☒ Sledding

☒ Hiking

☒ Biking

☒ Walking/Running

☐ Biathlon

☒ Horses

☒ Pet Friendly

☒ Other:

##### **Water Access**

☐ Landing Area

**Narrative description of the activities, operations, and scope:**

Snomads Inc. works to guarantee Backcountry Access and protect existing Alaska recreational trails within the Kenai Peninsula Borough (KPB) Caribou Hills South (CHS) Trail System Area by establishing and maintaining legal public access for all, and for generations to come. Further, to responsibly develop and maintain and groom these trails to a sustainable level so that they can be used year round by the public. The Snomads Vision is to protect our CHS Trail System recreational trails with legally established easements and with permits/agreements acquired from all landowners. CHS Trail System groomed trails shall be uniformly marked, under one coordinated management authority, and, where appropriate, maintained by local clubs or organizations. See attachment B for a map of the CHS Trail System and where trails transit KPB lands. Snomads currently has LMD 08-02 and 07-03 Trail Management Agreements with the KPB.

**History of the organization, membership size, accomplishments:**

The origin of Snomads Inc. started in the mid 1980's when the organization was founded as the Homer Snow Roamers, as a group of dedicated Winter Snowmachine enthusiasts. The Club was incorporated in March 1992, and the name was changed to Snomads 23 Feb 2002 as a Non-Profit 501c4. Snomads has grown over the years and now has 450 Members, with 335 voting Members comprised of individuals and businesses. Snomads has been active over the years to establish, rehabilitate and maintain CHS Trails, including the building of roads to access trail heads, and has been granted trail easements (Boardwalk Trail). We typically organize, host and support seasonal activities like: The Snomads Fun Run, Group Trail Rides, an area Search & Rescue, Children's Snowmachine Safety Events, as well as supporting events like the Tustumena 200 Dog Sled Race and the Homer Epic (bike, ski, run) Race. Snomads Inc. is a primarily an advocate organization for Public Access to the Alaskan Backcountry, for all user groups, including Hunters and Fishermen.

**Summary of proposed activities:**

Snomads intends to continue its operations with the KPB CHS Trail System by rehabilitating, maintaining, marking and grooming our trails and trailheads and parking lots for year round use. We have an aggressive trails management agenda in the coming years, raising funds with grants and private funding sources to secure trail permits and easements, construct trail reroutes around native lands, and harden our trails from to a USDA Forest Service Tier 1 to a Tier 3 trail level. We accomplish our activities with a balance of both contracted services and volunteer work. Typical Sources of funding for our operations come from Snomads Gaming, KPB CAP Grants, ORTAB Grants, SnowTRAC Grooming Grants, Pittman-Robertson Grants, Membership Dues, and Event Fundraising.

**Means and methods for maintenance, erosion control, and trash pick-up:**

All trail clearing and trail maintenance work that the Snomads undertake are performed to written standard. Work is supervised by a Snomads assigned Committee Chairman, and task completion reports are captured in monthly Board of Director or Membership Meeting Minutes.

Weather conditions largely dictate when trail maintenance tasks can be performed throughout the year. Trail clearing with heavy construction equipment will be employed only when the ground is firm enough to support the weight of the equipment used. This is typically in the Fall or Spring, when the ground is frozen, but also in the summer when there are dry periods that will support the weight of the equipment without significantly degrading subsurface soils and vegetation. Winter Snow Grooming operations will be undertaken when snow conditions permit.

**Measures of performance, timeframes, ownership of improvements & reclamation:**

Trail Markers, Trail Kiosks, Signage, bridges and any “moveable” objects or structures placed on KPB lands by Snomads Inc are the sole property of Snomads. Parking Lots, access drives and other “immoveable” improvements would remain upon termination of the Agreement for any reason. Reclamation of “moveable” objects or structures would be undertaken by Snomads if this agreement were to be terminated. Although none are present to date, Snomads reserves the right to place Public Outhouses on KPB Lands at Trailheads or along Trail Corridors.

**Estimated value of proposed structures and facilities:**

Not applicable

**Any short-term and long-range goals:**

Snomads intends to execute the construction of a reroute of the Watermelon Trail around CIRI lands within 1 to 2 years (as funding permits). The Watermelon Reroute traverses ADNR Parcels that are known to be ‘KPB Select’ parcels (16523008, 16523009). See attachment B.

Long range goals:

- a. Expanding the Watermelon Trailhead Parking Lot to accommodate additional traffic, once the trail is fully cleared, and the reroute constructed.
- b. Harden the trail surface on the Dry Hole Trail near the Anchor River crossing.

**Conceptual Site Plan:** See attachment B for KPB CHS Trail System Traversing KPB Lands

**Location of trail improvements and buffers:** None as of the initial agreement

**Property lines, right-of-ways, easement, access:** No known conflicts, See attachments A & B

**Location of wetlands, water bodies, anadromous stream crossing and major topography:**

See attachment A

**Detailed Plans:**

Snomads is including a detailed survey for the construction of the Watermelon Trail ‘CIRI Reroute’ as attachment A. Trail Construction standards as detailed below will adhered to, and a completion report will be forwarded to KPB when accomplished.

**Plans for specific improvement including architectural or engineering designs, when**

**Applicable:**

Snomads will contact KPB Lands Management for any improvements that are planned, and where applicable, will obtain requisite approval in the planning stages.

**Grant proposals, when applicable:**

Snomads intends to execute an existing \$40K Pittman-Robertson Grant, managed by ADF&G to Homer Soil & Water (HS&W) for the construction of the Watermelon Trail 'CIRI Reroute', within 2021 and 2022. This will be under a separate agreement between Snomads and HS&W.

**Trail Usage Restrictions:**

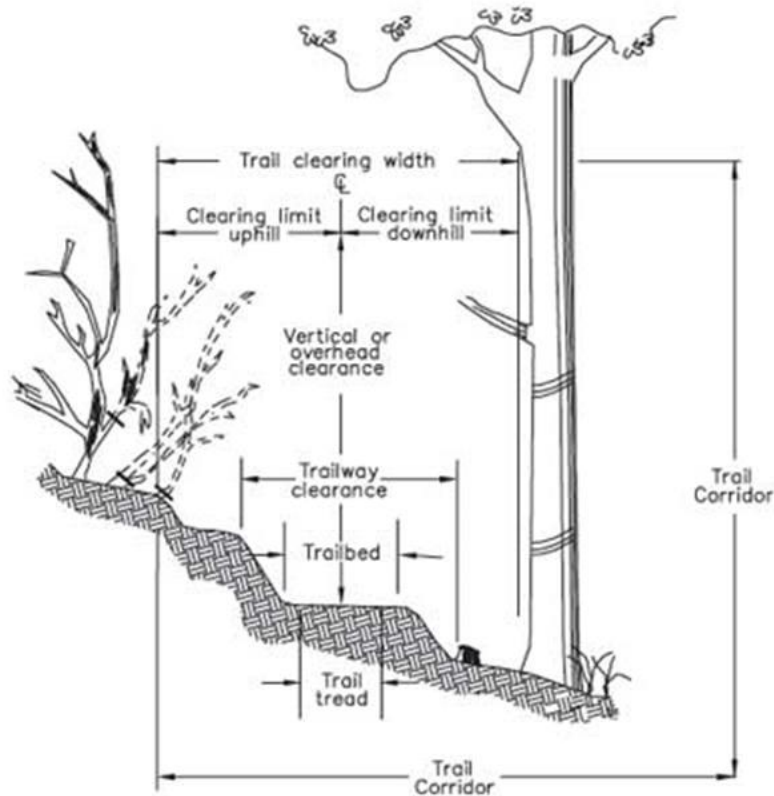
Wheeled ATV/UTV or any motorized Off Road Recreational Vehicle (ORRV) are not authorized on groomed Snomads Managed CHS trails during the Winter Months. Fat Tire bikes are permitted on CHS groomed Trails.

**List of KPB CHS Trail System Trails that traverse KPB Parcels: See Attachment B**

***Note: Designation of 'Winter Groomed' may not denote that the entire trail is groomed***

- a. **Watermelon Trailhead and Parking Lot:** KPB Parcel ID: 17113141
- b. **Watermelon Trail/Ohlson Mtn Trail (Winter Groomed):** KPB Parcel ID's: 17113141, 17113106, 17113133, 17113102, 17110117, 17112015, 17109028, (Borough Select 16523008 & 16523009)
- c. **North Fork Hills Trail and deviations\*\*(Winter Groomed):** KPB Parcel ID's: \*\*16521013, \*\*16521006, \*\*16512005, \*\*16513003, 16513005, 16513007, 16505006, 16505007, 18515017, 18515046
- d. **Garcia Hill Trail:** KPB Parcel ID: 16513007
- e. **McNeil Power Line Trail (Winter Groomed):** KPB Parcel ID's: 17231166 (added to LMD 08-02), 17205213, 18515046, 18515017
- f. **Dry Hole Trail (Winter Groomed):** KPB Parcel ID's: 18515046, 16515006
- g. **Blue Trail (Winter Groomed):** KPB Parcel ID's: 18515046, 18515017, 18515018
- h. **McNeil Canyon Trail (Winter Groomed):** 17201726, 18521055, 18521056
- i. **Matthews Hill Trail (Winter Groomed):** KPB Parcel ID's: 18521053, 18515046, 18515018
- j. **Hidden Hills Trail:** KPB Parcel ID's: 17104022, 17104018, 17137114, 1652002, 16513003, 16513007
- k. **Eagle Lake Trail (Winter Groomed):** KPB Parcel ID's: 18521050, 18521053
- l. **Moosehorn Lake Trail:** KPB Parcel ID: 18515018
- m. **Dimond Ridge Connector Trail:** KPB Parcel ID's: 17110201 17106038, 17110117 (added to LMD 08-02)

## Trail Construction, Rehabilitation, Maintenance Standards:



**Trail Corridor Width:** 60 ft

**Trail Clearing Width:** 24 ft (restricted to 12" above soil surface in Critical Habitat Areas)

**Trail Clearing Limit (generally flat terrain):** 20 ft vertical

**Trail Clearing Limit Uphill/Downhill:** 35 ft vertical

**Trail Tread:** 5 ft (hardened Trail Surface)



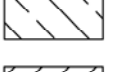
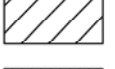


**Trail Bed:** 8 ft generally (except where 3/1 ratio of taper required for proper drainage)

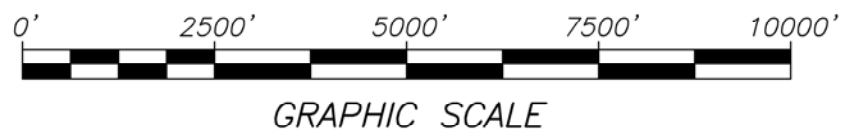
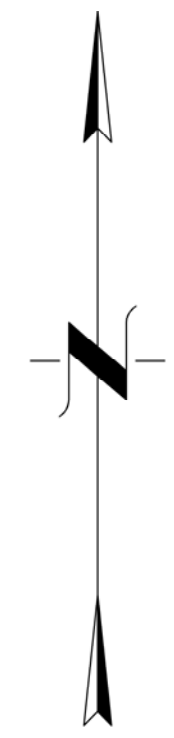
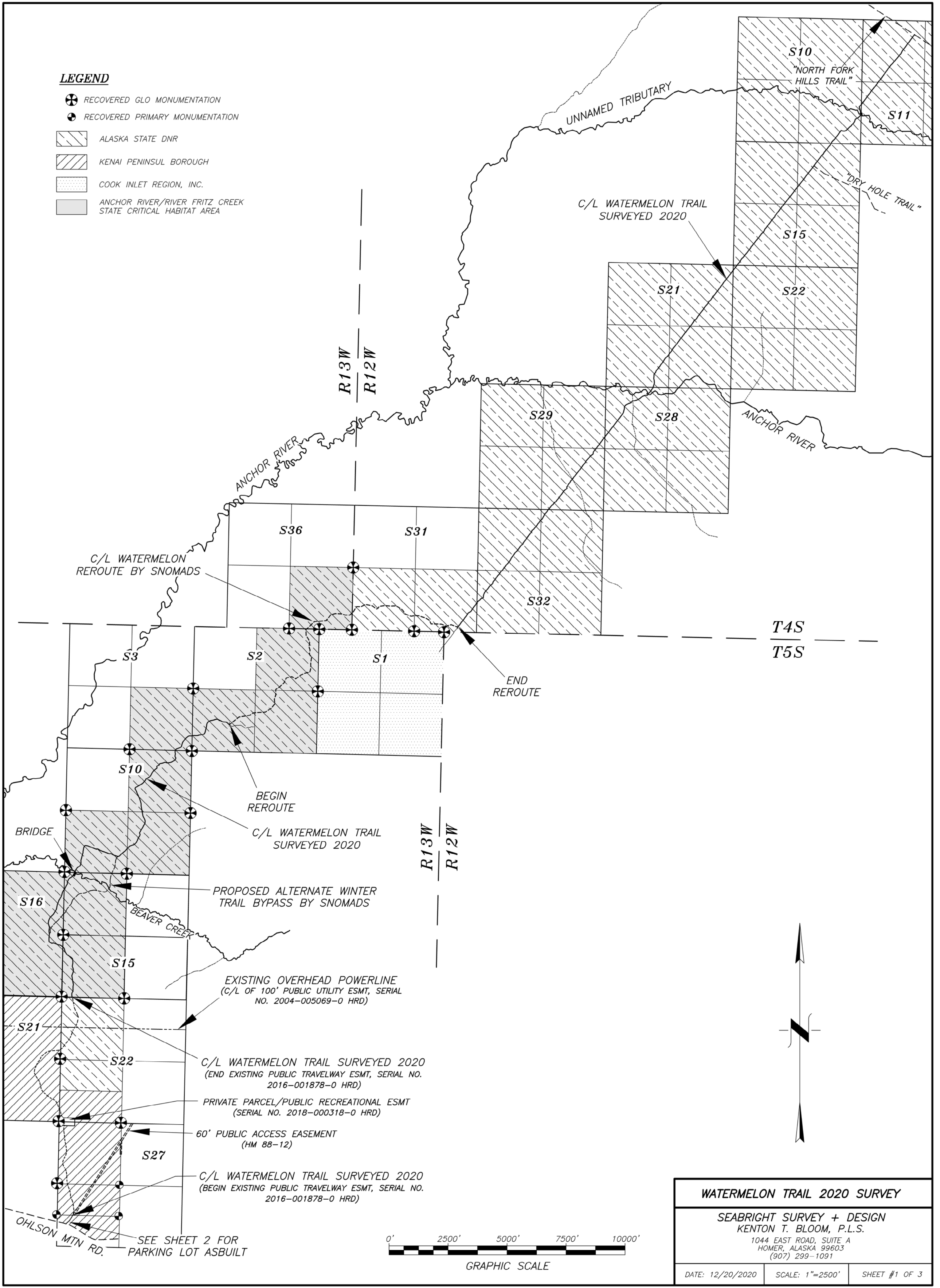
**Trailway Clearance & Trail Grooming Width (Winter):** 18 ft maximum to soil surface

Ground disturbances and erosion control measures have been, or may be required. Trails can be groomed with as little as six inches of snow depth. Major trails (those within SnowTRAC Grooming Pool) are groomed to a width of 18 ft. Minor Trails may be groomed to 18 ft in width or less, if terrain and funding permits.



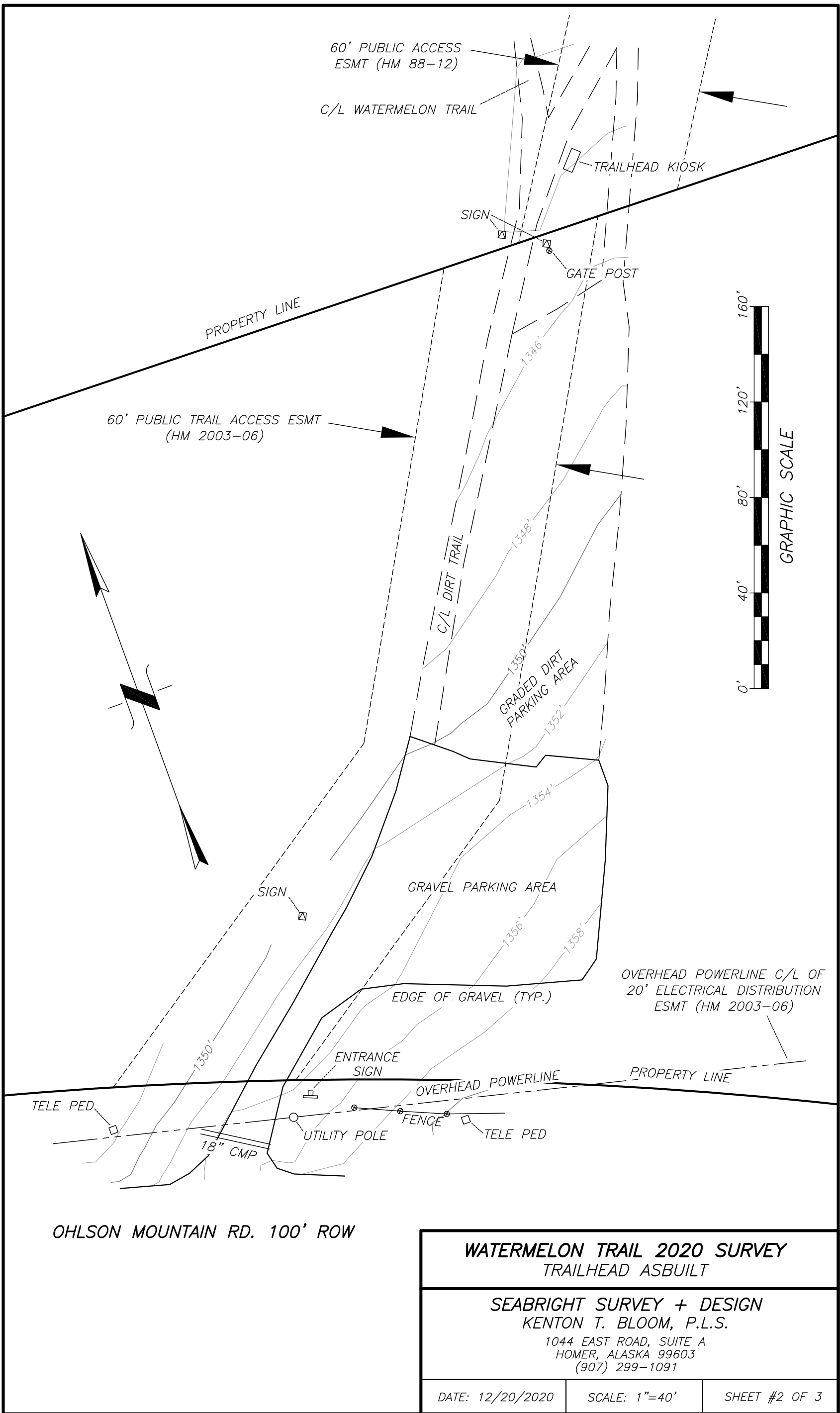
**LEGEND**

-  RECOVERED GLO MONUMENTATION
-  RECOVERED PRIMARY MONUMENTATION
-  ALASKA STATE DNR
-  KENAI PENINSUL BOROUGH
-  COOK INLET REGION, INC.
-  ANCHOR RIVER/RIVER FRITZ CREEK  
STATE CRITICAL HABITAT AREA



WATERMELON TRAIL 2020 SURVEY		
SEABRIGHT SURVEY + DESIGN KENTON T. BLOOM, P.L.S. 1044 EAST ROAD, SUITE A HOMER, ALASKA 99603 (907) 299-1091		
DATE: 12/20/2020	SCALE: 1"=2500'	SHEET #1 OF 3





**WATERMELON TRAIL 2020 SURVEY**  
TRAILHEAD ASBUILT

**SEABRIGHT SURVEY + DESIGN**  
KENTON T. BLOOM, P.L.S.

1044 EAST ROAD, SUITE A  
HOMER, ALASKA 99603  
(907) 299-1091

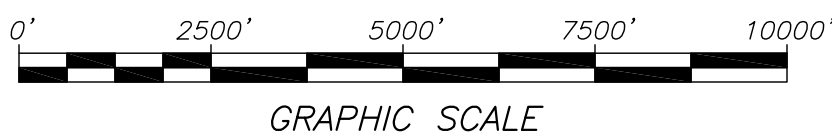
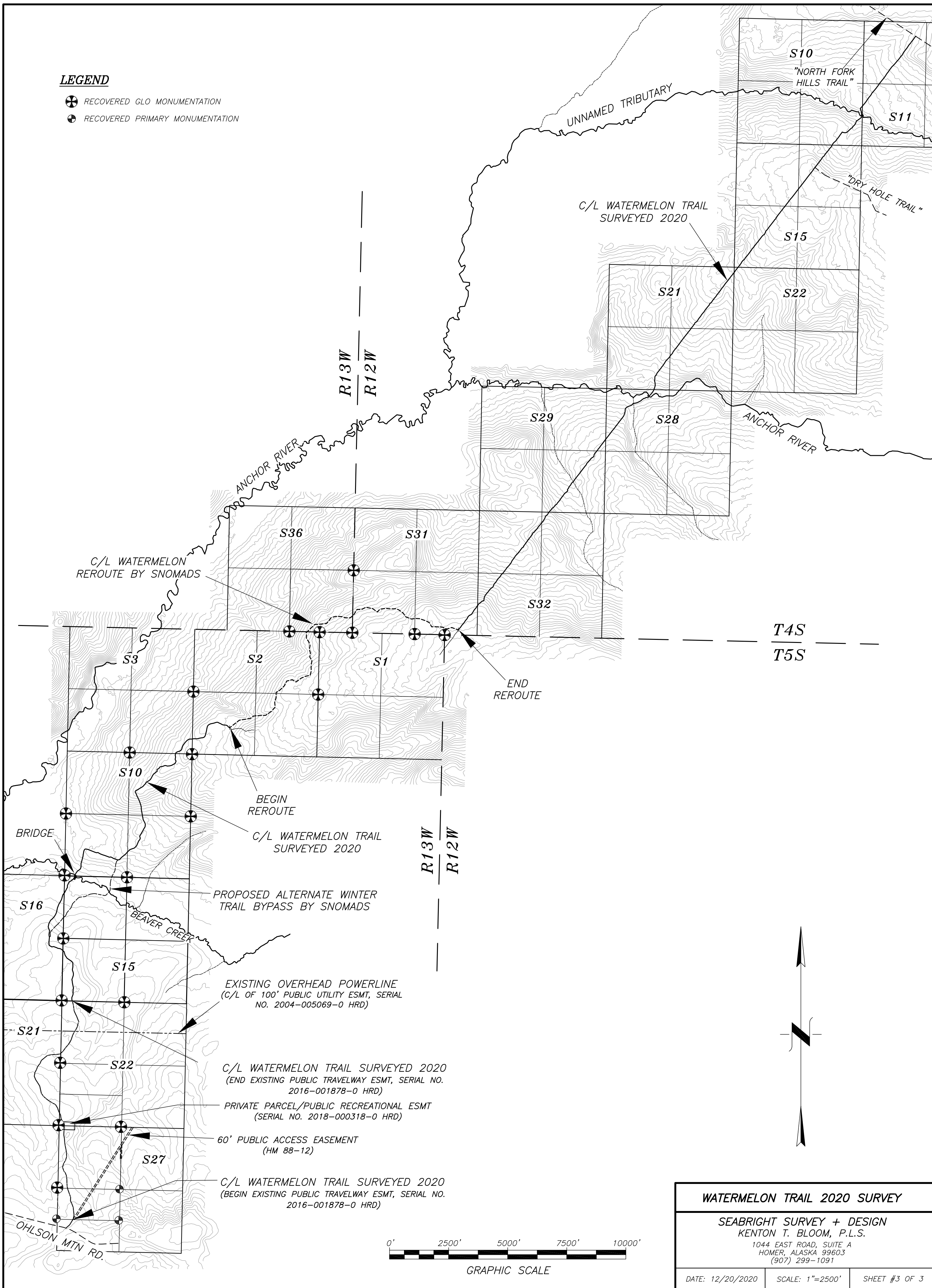
DATE: 12/20/2020

SCALE: 1"=40'

SHEET #2 OF 3

**LEGEND**

- ⊕ RECOVERED GLO MONUMENTATION
- ⊙ RECOVERED PRIMARY MONUMENTATION

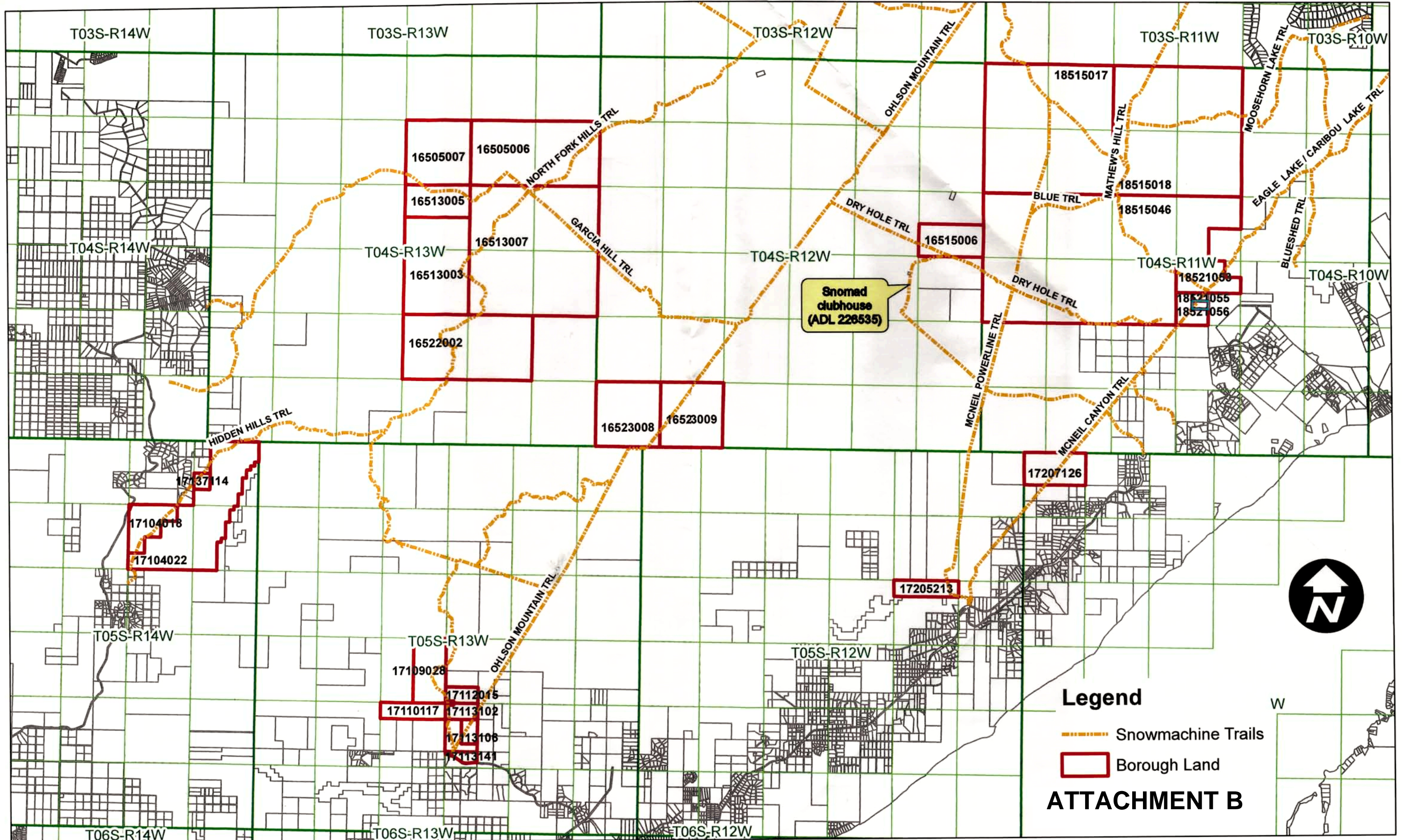


**WATERMELON TRAIL 2020 SURVEY**

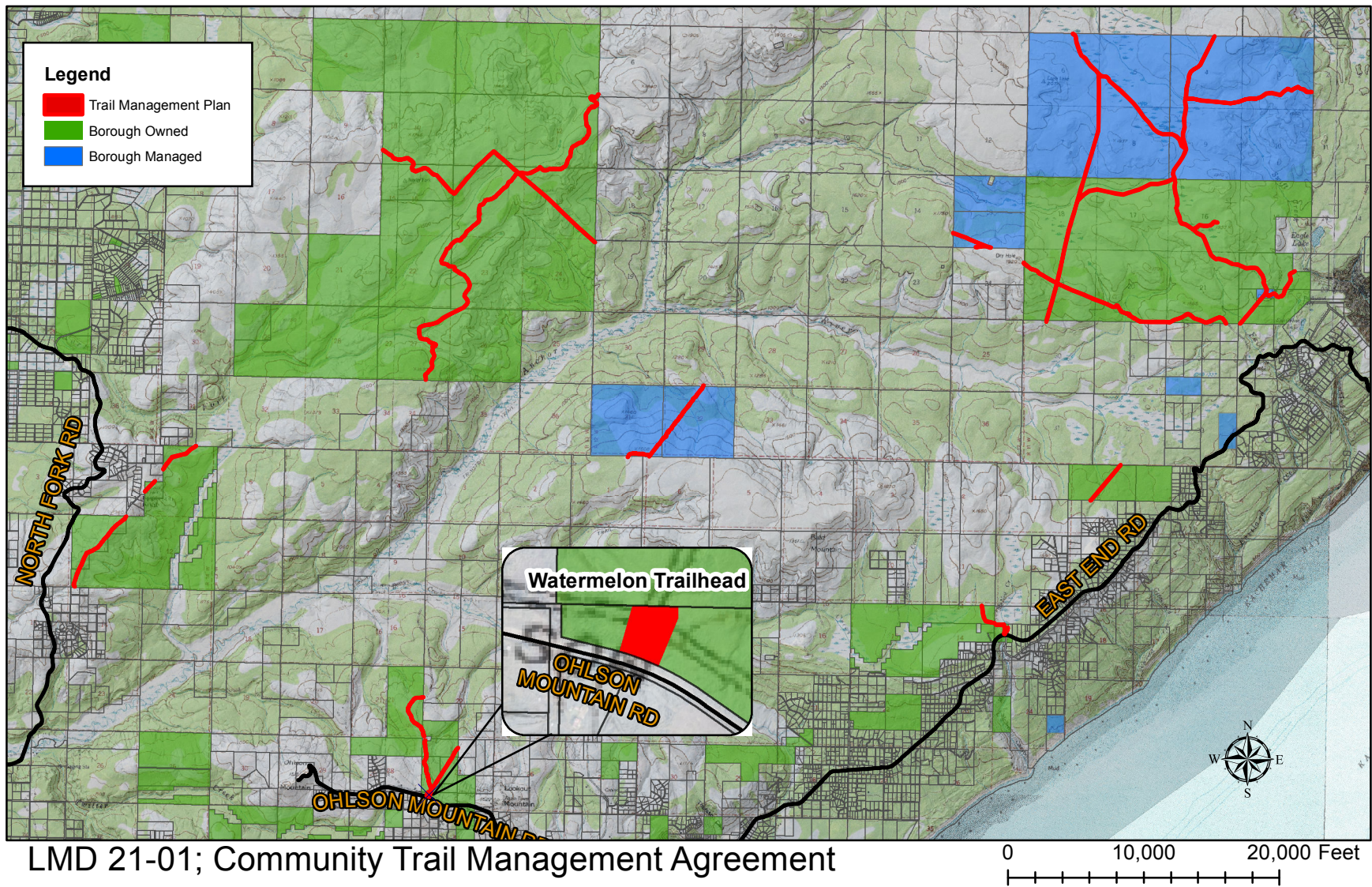
SEABRIGHT SURVEY + DESIGN  
KENTON T. BLOOM, P.L.S.  
1044 EAST ROAD, SUITE A  
HOMER, ALASKA 99603  
(907) 299-1091

DATE: 12/20/2020 SCALE: 1"=2500' SHEET #3 OF 3









LMD 21-01; Community Trail Management Agreement

Applicant: Snomads, Inc.


# Kenai Peninsula Borough

## Planning Department

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### MEMORANDUM

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

**FROM:** Melanie Aeschliman, Planning Director 

**DATE:** January 29, 2021

**RE:** Vacate a segment of a 100' right of way adjoining the east boundary of Lot 1 Block 6 and the west boundary of Lot 7 Block 3 Caribou Island Amended (Plat SW-37)

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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 January 25, 2021 the Kenai Peninsula Borough Planning Commission granted approval the vacation of a segment of a 100' right of way adjoining the east boundary of Lot 1 Block 6 and the west boundary of Lot 7 Block 3 Caribou Island Amended (Plat SW-37).

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

January 25, 2021 Planning Commission Draft Meeting Minutes  
January 25, 2021 Agenda Item E2 Meeting Packet Materials



**STAFF RECOMMENDS:**

- **GRANT APPROVAL OF THE PRELIMINARY PLAT SUBJECT TO ABOVE RECOMMENDATIONS, AND**
- **COMPLIANCE WITH KPB 20.25.070 (FORM AND CONTENTS), KPB 20.25.080 (PETITION REQUIRED), KPB 20.30 (DESIGN REQUIREMENTS); AND KPB 20.40 (WASTEWATER DISPOSAL), AND**
- **COMPLIANCE WITH KPB 20.60 TO ENSURE ADMINISTRATIVE APPROVAL OF THE FINAL PLAT.**

**NOTE: 20.25.120. - REVIEW AND APPEAL.**

**A PARTY OF RECORD MAY REQUEST THAT A DECISION OF THE PLAT COMMITTEE BE REVIEWED BY THE PLANNING COMMISSION BY FILING A WRITTEN REQUEST WITHIN 10 DAYS OF NOTIFICATION OF THE DECISION IN ACCORDANCE WITH KPB 2.40.080.**

**A DECISION OF THE PLANNING COMMISSION MAY BE APPEALED TO THE HEARING OFFICER BY A PARTY OF RECORD WITHIN 15 DAYS OF THE DATE OF NOTICE OF DECISION IN ACCORDANCE WITH KPB 21.20.250.**

**END OF STAFF REPORT**

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

**MOTION:** Commissioner Gillham moved, seconded by Commissioner Venuti to grant preliminary approval to Moose Range Ridge Estates Oehler Replat based on staff recommendations and compliance to borough code.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

**MOTION PASSED BY UNANIMOUS VOTE:**

Yes	11	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				

**AGENDA ITEM E. NEW BUSINESS**

2. Vacate a segment of a 100' right of way adjoining the east boundary of Lot 1 Block 6 and the west boundary of Lot 7 Block 3 Caribou Island Amended (Plat SW-37)

Staff report given by Scott Huff.

Purpose as stated in petition:

Our reason for requesting to vacate a portion of the 100' wide access right of way is to reclaim back and repair the damaged eroding lake bank of that portion (50' or more) of our property that is mistakenly used as the "assumed location" of the 100' right of way by past and present property owners.

We would like to vacate the remaining area and offer an alternate 30' right of way on the east boundary of our Lot 7 Block 3 Caribou Island, plat SW-37. There are no 60' right of ways that have been platted or dedicated so we would like to match the 2 other 30' right of ways to the east. Mostly though, we hope to leave enough square footage to build a cabin for family and friends. If a 60' right way is dedicated, then add 2-20' building setbacks as per code 20.30.240(A), then add a 50' anadromous habitat protection as per code 20.30.290, this would not leave much left. We however, will have to do the same when we have the final plat, but would have more footage by just dedicating a 30'.



And the final reason we want to dedicate only a 30' width rather than a 60' width, is that no vehicles other than four-wheelers will ever be used on the right of ways and on our south side of the island, there are 2-30' right of ways and 2-100' right of ways, the latter being an air strip reservation that amongst the property owners, will never be constructed as the popular travel method is by airplane (float plane), boat, (or snow machine in the winter). The right of ways on the south half of the island have 5 access points than the north side of the island which there is only 1 access point.

The foot traffic, boats, barge parking and the loading/unloading of materials has deteriorated the bank and forest floor of our property, mostly on the south boundary of Lot 1 Block 6, which we would like to repair and regrow as part of our combining the lots with the final plat. Current "real" widths throughout the rights of way vary from a hiking trail to a four-wheeler size width. Amongst most of the property owners on the island agree, there is no real need to develop the right of ways any wider, everyone enjoys hiking and on occasion 4-wheel.

We have owned property here since 2004 and have acquired adjoining lots throughout the years, we plan to retire and have the property for our family to enjoy for generations. As of today, we have a total of 5 lots with 3 lots adjoining the 100' and 30' right of ways.

We have a good personal relationship with many of the property owners within the entire island and with our nearby neighbors. We have spoken to a few of them about our vacation idea. We have prepared (and traversed it easily by four-wheeler) the area for the new 30' right of way for land owners to use instead if approved.

Petitioners: Michael R. and Peggy Clements, Sterling AK

Notification: Public notice appeared in the January 13, 2021 issue of the Seward Journal as a separate ad. The public hearing notice was published in the January 21, 2021 issue of the Seward Journal as part of the Commission's tentative agenda.

7 certified mailings were sent to owners of property within 300 feet of the proposed vacation. Two receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to 19 owners within 600 feet of the proposed vacation.

15 public hearing notice were mailed to agencies and interested parties as show below:

State of Alaska Department of Fish & Game  
State of Alaska Department of Transportation  
Alaska Communication Systems (ACS)  
General Communications Inc. (GCI)

State of Alaska Department of Natural Resources  
Kenai Peninsula Borough Office – Seward  
ENSTAR Natural Gas  
Homer Electric Association (HEA)

Public hearing notices were made available to 5 KPB staff/Departments (Addressing, Code Compliance, Planner, Roads Dept., River Center) via a shared database.

Notices were mailed to the Sterling and Cooper Landing Post Offices and Seward Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ACS: Comments not received when the staff report was prepared.

ENSTAR: No comments, recommendations, or objections.

Homer Electric Association: No comments.

KPB Addressing: Comments not received when the staff report was prepared.

KPB Planning: Comments not received when the staff report was prepared.

KPB River Center: Not within a flood hazard area. It is totally or partially within the Anadromous Waters Habitat Protection District.

KPB Roads Department: Within jurisdiction, no comments

State Parks: No comments.

Staff Discussion:

A petition to vacate was received to vacate a portion of Essick REM NW. The right of way is considered remote. It is located on Caribou Island that is located in Skilak Lake. The island is along the southern portion of Skilak Lake and is between the Skilak Lake Lower and Upper boat launches. The right of way was dedicated on the Caribou Island Amended Plat, SW 37. The plat was recorded in 1965 and the right of ways were unnamed. Resolution SN 2007-01 named the dedicated right of ways on the island.

The island was subdivided into 223 lots within twelve blocks. A 200 foot air strip with 100 foot dedications on each end was reserved. This reservation and public access runs the width of the island. A 100 foot wide right of way was dedicated that runs north - south, the entire length of the island. 30 foot wide right of way dedications were granted that provide a continuous loop around the island with several internal 30 foot right of ways to provide access to each lot.

As mentioned by the applicants' letter there are several access points from the lake around the island. The northern portion of the island has a 100 foot right of way for lake access. The east and west sides of the island have 100 foot lake access right of ways located at the end of the 200 foot airstrip. The southern side of the island has the 100 foot lake access right of way proposed to be vacated as well as two additional 30 foot lake access right of ways.

The applicant is proposing to vacate approximately 248 feet of the 100 foot wide Essick REM NW. They currently own Lots 1 through 3 of Block 6, Lot 7 Block 3, and Lot 12 Block 4. The applicant claims that their property is being used for lake access as the location of the 100 foot road reservation is not easily located. This is resulting in erosion and deterioration of the bank within their property. If approved the applicant intends on placing proper signage that alerts to private property as well as directing people to the new 30 foot dedicated lake access.

If the proposed vacation is approved, 50 feet will go to Lot 1 Block 6 and 50 feet to Lot 7 Block 3. The owners wish to replat Lots 1 through 3 of Block 6 and Lot 7 Block 3 into one parcel. They will also dedicate a 30 foot right of way along the east boundary of Lot 7 Block 3. They feel that a 30 foot right of way will still provide access in line with the other dedications on that side of the island and will allow for them to limit the access on their property that will slow erosion. Per conversations with the applicant, they have walked their property to find the most logical and usable lake access location.

Use of the right of ways is by foot traffic and ATV traffic. Although allowed, vehicular access does not occur due to the remote nature of the subdivision.

Lot 3 Block 6 does contain some low wet areas. The terrain in the area is gently rolling with no steep slopes. A contour map is provided in the packet.

If approved, the vacation will need to be finalized by plat. A plat has not been submitted at this time. Staff notes the subject platting action will require an exception to right-of-way width (KPB 20.30.120).

**KPB 20.70 – Vacation Requirements.**

Platting staff comments: Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:

- C. In areas where right-of-way is being vacated due to excessive topographic features, a contour map or centerline profile and/or right-of-way cross sectional view may be required by the commission to



substantiate the unusable right-of-way and show alternate and dedicated routes to insure ingress and egress to adjacent lands.

*Platting Staff Comments: A contour map is included in the packet.*

20.70.130. Vacation plat—Preparation, approval and recording. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, 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 in KPB 20.70.110.

*Platting Staff Comments:*

**Staff recommendation:** *Comply with 20.70.130.*

20.70.150. Title to vacated area.

- A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

*Platting Staff Comments: If approved the right of way area will be attached to the lots fronting the vacation. The applicant owns lots on both sides of the requested vacation.*

**Staff recommendation:** *Comply with 20.70.150.*

20.70.160. Partial vacation allowed. Where the planning commission finds that a right-of-way must be preserved, but determines there is excessive width for all intended uses within the right-of-way, the commission may approve a partial vacation of a right-of-way such that the width is reduced to the maximum necessary for the intended use. Such vacation shall conform to this title for the class of right-of-way involved except where the right-of-way is not intended to be used for vehicular purposes.

*Platting Staff Comments: The existing right of way is 100 feet in width and wider than KPB requirements. The right of way within the subdivision has not been used for vehicular purposes and currently is used as a pedestrian access or ATV access.*

20.70.170. Vehicular Access. The planning commission shall not approve the vacation of a right-of-way unless an equal or superior right-of-way for vehicular access exists or will be provided in exchange. Where two or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider density, use, projected development, and maintain sufficient rights-of-way to serve potential use.

*Platting Staff Comments: The area proposed to be vacated is remote. The current use of the right of ways is pedestrian or ATV access.*

**Staff recommendation:** *Concur that the vacation of Essick REM right of way will not inhibit vehicular access as no vehicles use the right of ways on the island.*

20.70.180. Other access. Other lawful uses that exist or are feasible for the right-of-way shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation request, unless it can be demonstrated that equal or superior access is or will be available. The planning commission shall consider whether alternate uses present public safety issues which support approval of the vacation.

*Platting Staff Comments: The current use of the right of ways is pedestrian or ATV access. The applicant will dedicate a 30 foot right of way that will provide equal or superior access for pedestrian use or ATV use. The proposed right of way dedication is not affected by low wet areas. The proposed right of way dedication, although sloping, does not contain steep slopes that would prevent ATV or pedestrian access.*

**Staff recommendation:** *Concur that other lawful uses, such as pedestrian access and ATV access, that are allowed within the vacated portion of Essick REM right of way will be feasible in the proposed 30 foot lake access dedication on the east side of Lot 7. This will provide legal access from the lake to Gene Smart REM NW, to Essick REM NW.*



20.70.190. Utility provisions. All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public 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 public utility easement be granted in place of the right-of-way.

*Platting Staff Comments: ENSTAR and HEA provided a review of no comments / no concerns. There are no utilities installed on Caribou Island. Land owners must supply their own utilities.*

**Staff recommendation:** Work to the utility providers to grant any necessary utility easements that may be requested.

20.70.200. Waterfront access provisions. A right-of-way which serves to provide access to public waters shall not be vacated unless such a right-of-way is wholly impractical to all modes of transport including pedestrian or the use of such right-of-way causes damage to the right-of-way, adjacent properties, the waterbody or the watercourse, or threatens public safety which cannot otherwise be corrected and where such continued damage or threat would be contrary to the public interest.

*Platting Staff Comments: The applicant has stated that the current location of the access is causing erosion issues along with trespass and damage issues with their property. They are willing to provide another access location that will protect their property and mitigation efforts. They feel the other location will provide adequate access.*

**Staff recommendation:** Concur that the proposed 30 foot lake access will provide equal or better access compared to Essick REM NW.

**STAFF RECOMMENDATION:** Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff comments, staff recommends approval of the vacations as petitioned, subject to:

1. Providing a 30 foot wide right of way dedication on the east side of Lot 7 to provide a lake access to Gene Smart right of way and continuing to Essick right of way.
2. Consent by KPB Assembly.
3. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
4. Grant utility easements requested by the utility providers.
5. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

**KPB 20.70.110:**

**A vacation of a street right-of-way, public area, or public easement within the borough outside of the limits of cities may not be made without the consent of the borough assembly.**

**The assembly shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received by the planning director within the specified period, the borough shall be considered to have given consent to the vacation.**

**KPB 20.70.120:**

- A. **Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.**
- B. **Upon denial by the planning commission, 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.**

**KPB 20.70.130:**

**THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.**

Mr. Huff noted a comment had been received on 1/25/21 from Nancy DiNapoli informing the commission she believed that the 100' right-of-way being vacated is the only wind-sheltered public beach on the south shore of Caribou Island.



## END OF STAFF REPORT

Chair Martin open the item for public comment.

Michael & Peggy Clements, Petitioners; 38260 Panoramic Dr., Sterling, AK 99672: Ms. Clements informed the commission that she and Michael were available to answer any questions.

Ernie Alvarez; P.O. Box 467, Sterling, AK 99672: Mr. Alvarez stated that he has been a resident of the island since 2003. He had just recently received notice on the proposed vacation and did not have much time to review the request or talk about it with other landowners on the island. The only concern he really has is when the winds come up from the southeast this right-of-way is the only wind-sheltered access on the southeast side of the island. Mr. Alvarez owns Lot 10, Block 2 and has an easement, Coppock REM NW, next to his lot, which is east of the Essick REM NW. When the southeast winds are up he cannot use Coppock to access his property, he has to go around and use Essick to land. He is concerned new the proposed new easement is not sheltered from the easterly winds like the Essick easement. If he were not able to use the Essick during windy conditions, he would have to go around to the west end of the island in order to access his property. Mr. Alvarez agrees the damage to the bank area needs to be addressed and he is willing to work with the Clements to fix the issue. He believes vacating the Essick access will make it more difficult for island landowners to access their properties when the winds are blowing. Commissioner Ruffner stated he understands Mr. Alvarez's concerns with the winds. He noted it appears the proposed right-of-way has the same orientation as Essick and would have the same wind aspects. The new right-of-way is being moved to the east and he wonders if the move will really make a difference to the landing zone. Mr. Alvarez replied when the winds above 20 miles per hour it is difficult to use many of the east or southeast easements to access the island. There are only a few easements that can be used during windy conditions and Essick is one of them. Mr. Alvarez then stated he did not received any official notification regarding this vacation, he just heard about this from one of the other island landowners. He wondered if other island landowners would have the same concerns that he does. He also stated understands the Clements' concerns about the bank. He agrees the Essick access needs to be properly marked so that folks know what is or is not private property.

Daniel Moose, 37030 Cannery Rd., Kenai, AK 99611: Mr. Moose stated he owns Lot 2, Block 3. He has owned this property for six years. He agrees with much of what Mr. Alvarez has said. When he purchased his property, he felt like he purchased two things. One being the narrow shoreline on the property and the other, the existing right-of-ways. The 100' right-of-way had been crucial to him allowing for landing his boat and staging of building supplies as he built his cabin. It has been crucial for safety, allowing him to land his boat as well as mooring off shore. This area is very important as it is used as a staging area for folks on that side of the island. He agrees that the easement needs to be marked so that folks know exactly where the 100' easement is. He would ask the commission to keep the 100' easement so that he can continue to utilize his property, in the way he intended, when it was purchased. Commissioner Gillham asked Mr. Moose if it would be possible to safely land a boat in a reduced area of the right-of-way instead of the whole 100'. Mr. Moose replied it might be possible but he also noted the area is used for staging and it is beneficial to have the whole 100' area. He stated it is important for folks to respect the Clements' property and it would be very helpful if the 100' easement were marked.

Michael & Peggy Clements, Petitioners; 38260 Panoramic Dr., Sterling, AK 99672: Mr. Clements stated he and his wife will continue to respect their neighbors and are willing to assist them in getting materials to their cabins. It is also their desire that their neighbors to continue to be able to safely access their properties. He noted there is a misconception as to where the 100' easement is located. Most folks think that where they are landing is on the easement but actually, the easement is located to the east of where everyone is landing. What they are proposing is the easement be moved 70 feet east from where it is now. Currently folks are pulling up, offloading, and staging their materials on their property. Ms. Clements stated that for years they did not know exactly where the easement was located. It was when they had their property surveyed that they realized that the trail was not located within the easement. They had their property surveyed twice, once by Jerry Johnson and then again by Roy Whitford. They now know where their pins are located. Where the 100' easement is located is covered with brush and is not developed so it is not being used as an access. She stated the 30-foot easement they are proposing is similar in size to many of the other easements on the island and can accommodate ATVs and foot traffic. The land in that location is dry and suitable for development for an access point. It has a pebble beach and is flat and is somewhat constructed, they personally have taken their 4-wheeler on it. If any of their neighbors require a safe haven



to land, they would not deny them. Mr. Clements stated in the past they have not really been bothered too much by folks using the existing landing. He is concerned as interest in land on the island grows, and more folks start coming out, the increase of traffic will increase the damage to their property. The bank is becoming more damaged and needs to be repaired. Commissioner Martin asked if the proposed easement is superior to the 100' easement. Ms. Clements stated what they are proposing in exchange would actually provide better access than the 100' easement which is undeveloped.

Commissioner Ecklund asked the Clements which lots they currently own. Ms. Clements replied that they own Lots, 1, 2 & 3 in Block Six, Lot 7 in Block Three and Lot 12 in Block Four.

Commissioner Morgan referred to map on page 94 of the meeting packet showing the area being vacated using red hatch marks and the proposed new easement using blue hatch marks. She then referred to the photo from Nancy DiNapoli in the desk packet where she drew arrows showing where she believed the 100' easement was located. She asked the Clements if she was correct in her understanding that what Ms. DiNapoli believes is the 100' access easement is actually Lot 1 of their property. Mr. Clements replied she was correct. Commissioner Morgan then stated the existing right-of-way and the one the Clements are proposing are on the same beach on the south side of the island. She noted people are currently going to the east of the 100' easement to use the existing access point.

Commissioner Venuti asked the Clements if their property lines were marked. Ms. Clements replied yes they are marked. The recently had a record of survey done by Mr. Whitford and the lines were marked. Commissioner Venuti then asked if their property was marked why was there so much confusion regarding the location of the existing easement? Ms. Clements replied that when they first purchased their property, they believed the existing access point was within the easement. When they had their property surveyed, it came to their attention that the existing access was not within the 100' easement.

Commissioner Carluccio asked the Clements was it Lot 1 or Lot 7 that folks were using as a landing. Ms. Clements replied that it was the southeast portion of Lot 1. Commissioner Carluccio then referred to the contour map in the packet and noted that the area the Clements are proposing for the new right-of-way is steeper than the 100-foot easement. She noted the proposed new right-of-way is about a 20-24 foot drop while the existing right-of-way has a much gentler slope. She then asked how the proposed right-of-way would be better than the existing right-of-way. Ms. Clements replied the proposed new right-of-way is somewhat developed. They have taken their four-wheeler across the area. The 100' easement is not developed. She also stated while the proposed right-of-way is steeper it is not wet, while much of 100' easement is wet. She also stated it is their plan to improve the new right-of-way so that it will access Gene Smart Rd.

Commissioner Martin referred to page 94 of the packet and noted it appears that there is a well-established trail on the east side of Lot 1 adjacent to the 100-foot easement. Are folks using this trail thinking it is within the 100-foot easement? Mr. Clements replied yes.

Commissioner Ecklund noted that on page 94 of the packet within the red hatched area of the area to be vacated it appears there is something in the easement and asked the Clements was some kind of structure built in the easement. Ms. Clements replied at one time, their neighbors stored their airboat there and it had been covered in a blue tarp but it has been removed.

Commissioner Chesser referred to the photo on page 94 of the packet. He asked the Clements if the area where the barge is located is where folks are landing and then taking the trail up through their property instead of using the existing easement. Mr. Clements stated yes that is the area being used by the public for access.

Commissioner Brantley asked the Clements if would be will to expand their proposed right-of-way to 60' if it became a sticking point. He noted that what they were proposing was to exchange a 100' easement for a 30' easement. Ms. Clements stated they were flexible but she also noted that most of the right-of-ways on the island were 30' and were used mostly by ATVs and people walking. Initially they thought about dedicating a full 60' right-of-way but there are not any 60' right-of-way on the island and so they chose to dedicate 30' to match the other existing right-of-ways.

Seeing and hearing no one else from the public wishing to comment, Chair Martin closed public comment



and opened discussion among the Commission.

**MOTION:** Commissioner Morgan moved, seconded by Commissioner Brantley to approve the vacation as petition based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

Commissioner Morgan stated using the map from page 94 of the packet; it appears to her that the existing 100' easement is not what is being used for access. That the beach and the trail that has been used is actually on Lot 1 and not the easement. She noted the proposed new area seems to be a good location to have a 30' right-of-way. She understands that people do not want to lose the access that they have been using, but that access is on private property and not within the 100' easement. She feels that what is being proposed is a good alternative.

Commissioner Carluccio noted the petitioners indicated they would enhance the trail that has already been started on the proposed new easement. Her question for staff is can the commission make this a condition if they grant the vacation. Mr. Huff replied he does not believe that it can be made a condition for approval. He has never seen it done in the past and it would be difficult for staff to determine that the condition has been met.

Commissioner Ecklund noted the map on page 94 does not show any improvements within the 100' easement, all the improvements are on Lot 1, which is private property. She does not know how the commission can ask the petitioners to improve the new access, as a condition of approval, when there are no improvements on the existing 100' easement. The Clements have offered to improve the proposed new access, which is very neighborly of them. She believes that the Clements have been very good neighbors for a long time, allowing folks to use the existing access on their property. She understands why the Clements want to stop the damage to their shoreline, which has occurred over the years of use.

Commissioner Brantley stated the only sticking point for him is the loss of the staging area that the 100' easement offers. He is not sure how he feels about exchanging a 100' easement for a 30' easement. While 30' is good enough to ride your ATVs on, it might not be wide enough to stage supplies on when building a cabin.

Commissioner Ruffner asked staff if they had heard from the owner of Lot 6 on Block Three. Mr. Huff replied the owner of Lot 6 is James Jones and they had not received any comments from him. Commissioner Ruffner noted what is being discussed is right next door to a developed lot and would directly affect this landowner. For instance if this person is living full time on the island it might be difficult for him to receive mail in a timely fashion. He is sure staff followed the guidelines for public notice but given the remote nature of this area, it might be difficult to get a hold of people. Mr. Huff replied standard procedures were followed, within 600' feet by regular mail and 300' by certified mail.

Commissioner Ecklund noted if this section of the 100' easement were vacated, there are still three other 100' easements that go to the shore that could be used as staging areas.

Commissioner Carluccio noted according to staff a certified letter should have gone to the landowner of Lot 6. She asked if staff could verify the notice had been received. Mr. Huff replied staff had sent out seven certified letters and had received five return receipts back. They had not received a return receipt from Mr. Jones and could not verify the letter had been received.

Commissioner Martin asked the petitioners who owns Lot 2, Block Six. Ms. Clements replied they owned that lot. Commissioner Martin then stated he understood why the neighbors desired a landing area with a wind protection. He asked the petitioners if they had given any thought to providing an easement between Lots 1 & 2 instead. Mr. Clements replied no, they have a sauna house with a shower in that location and for privacy reasons they do not want a trail to go through there. Commissioner Martin then asked if the petitioner understood why he asked the question; that an easement between lot 1 and 2 might be more desirable instead of putting a road right by your neighbor on Lot 6. Mr. Clements replied they have a good relationship with the owner of Lot 6, Jim Jones. They have spoken to him about their plans on numerous occasions and he told them he had no problem with their plans. Mr. Clements wished Mr. Jones had attended tonight to speak to his support of this vacation. He then stated Mr. Jones had told him he likes the idea of having the right-of-way there because it would mean that no one could build on it. It would give



him a buffer and give him access to bring supplies right up to his property. Commissioner Martin stated it look like it could be a win-win situation for the neighbor, with the Clements providing the whole 30' feet of the right-of-way and Mr. Jones getting better access to his property. Ms. Clements stated they did consider using Lot 3 for the new easement but it is very swampy and would make it difficult to build and use. The area they are proposing for the new easement is on higher and dry ground.

Hearing no objection or further discussion, the motion was carried by the following vote:

**MOTION PASSED BY MAJORITY VOTE:**

Yes	8	No	3	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Martin, Morgan				
No	Gillham, Ruffner, Venuti				

**AGENDA ITEM E. NEW BUSINESS**

3. Ordinance 2021-03: Amending KPB 21.06.040, Administration and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes

Staff report given by Samantha Lopez.

Floodplain management within the borough is a critical service that the borough provides dating back to 1988. Per guidance issued by the Federal Emergency Management Agency (FEMA), small or minor projects that do not involve filling, grading, or excavating may not be considered "development" for purposes of floodplain management regulations. Such projects do not increase the natural grade, do not obstruct floodwaters, and do not increase flood stages. FEMA has thus determined that minor projects may not meet the definition of "development", and are too small to warrant a full hydrologic and hydraulic (H&H) analysis, commonly referred to as a No-Rise Certification.

By amending the definition of "development", the code will align with FEMA's requirements, while also allowing the floodplain administrator to more objectively determine which projects do not meet the definition of development because it is a minor project. Should this code change fail, then moving forward all developments, even minor projects, in the floodway will require H&H analysis.

This ordinance will also amend borough code to clarify that the borough's planning department, as delegated to the borough's floodplain administrator, is responsible for issuing a final written determination as to whether or not a proposed project falls within the definition of development and therefore requires a permit for purposes of KPB 21.06 Floodplain Management.

**END OF STAFF REPORT**

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

**MOTION:** Commissioner Carluccio moved, seconded by Commissioner Ecklund to forward to the Assembly a recommendation to adopt Ordinance 2021-03, Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" definition, for floodplain management purposes.

Commissioner Carluccio stated that she heard the proposed definition of development and asked staff for an example of a small development. Ms. Lopez replied it would be projects like a simple garden box or removal of six inches of overburden to be replaced with topsoil for a garden, project like these would not require a permit. The current definition defines any manmade changes as development and requires a permit. The new definition would make it easier for constituents to do small low impact projects within the floodplain without having to get a permit

Commissioner Bentz

Commissioner Ruffner



# **Planning Commission**

## **Meeting Packet**

**January 25, 2021  
7:30 p.m.**

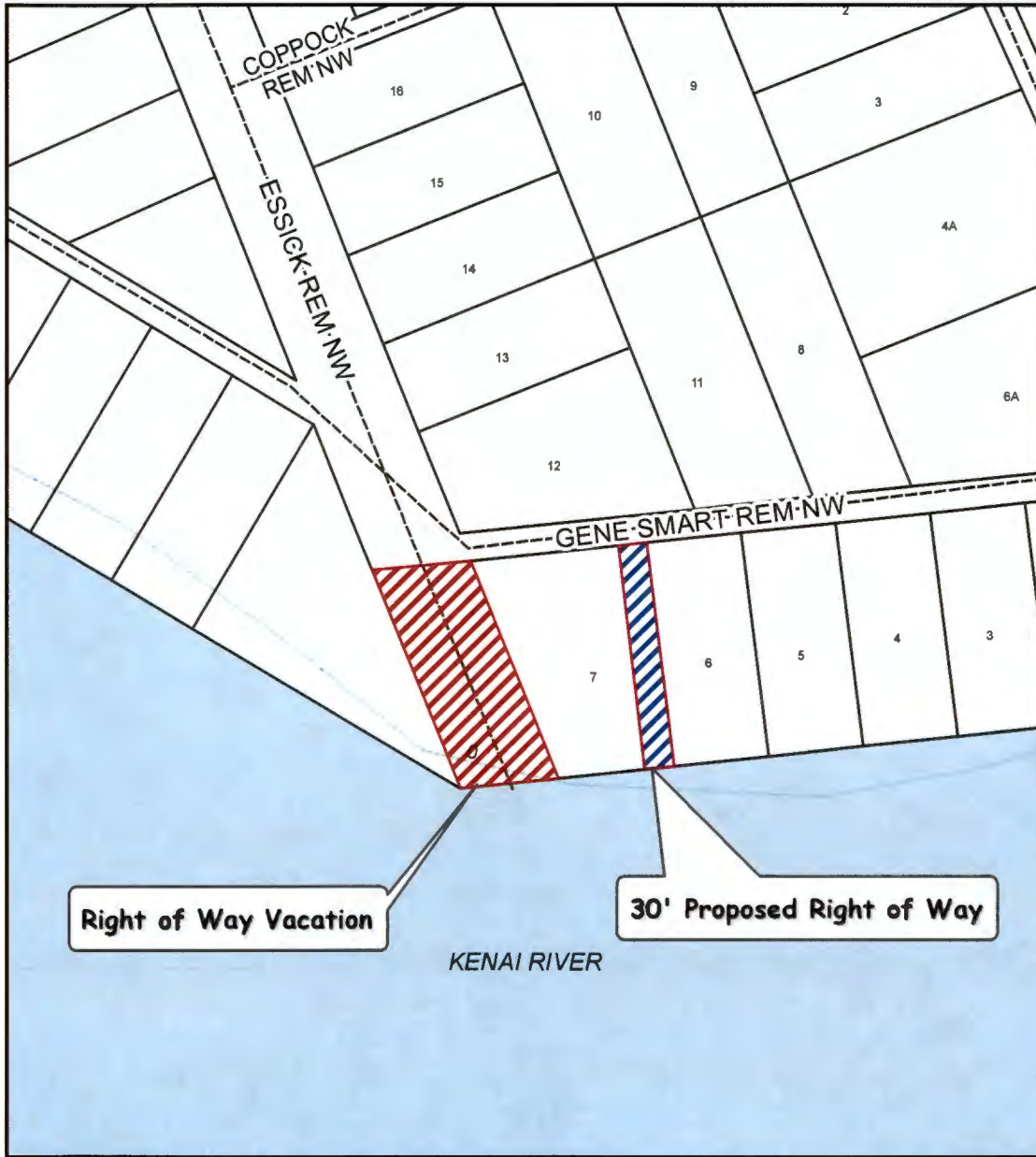
**KENAI PENINSULA BOROUGH  
ASSEMBLY CHAMBERS  
144 NORTH BINKLEY ST.  
SOLDOTNA, ALASKA 99669**

## **E. NEW BUSINESS**

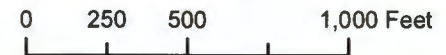
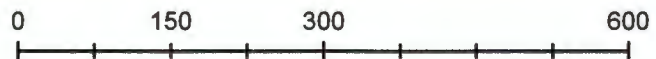
### **2. Right-Of-Way Vacation – Essick Remote NW**

**Location and request: Vacate Essick Remote NW right of way south of intersection with Gene Smart Remote NW as dedicated on Caribou Island Amended, Plat SW-37. The right-of-way being vacated is 100 feet in width, unconstructed, and located within the North 1/2 of Section 25, Township 4 North, Range 7 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough; KPB File 2020-154V; Petitioners: Michael & Peggy Clements**





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.



**Caribou**  
**S25 T04N R07W**  
**SEWARD**

Date: 12/16/2020  
 Caribou Island





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.

### Aerial View



Right of Way Vacation

Date: 12/18/2020  
Imagery FixedWing 2012-2013



I, THE UNDERSIGNED REGISTERED LAND SURVEYOR,  
HEREBY CERTIFY THAT A SURVEY HAS BEEN COMPLETED  
AND THAT MARKERS AND MONUMENTS HAVE BEEN LOCATED  
AND ESTABLISHED AND THAT THE DIMENSIONS SHOWN  
HEREON ARE TRUE AND CORRECT.

*[Signature]*  
SURVEYOR



WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE AUTHORIZED TO SIGN THIS PLAT AS OFFICERS OF THE CARIBOU ISLAND, INC., AND THAT UNDER THIS AUTHORITY, WE ACCEPT AND APPROVE THIS AMENDED PLAT.

DATE \_\_\_\_\_

KPB 2020-154V

Earl Mays  
Ernest A. Strand  
100' ROWV

### RESTRICTIONS & COVENANTS

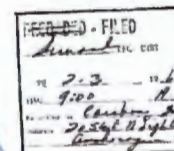
1. Lots will be restricted to residential use
2. No further subdivision of lots without a majority agreement of the property owners
3. All garbage will be disposed of by burial
4. Buildings will be of a permanent nature and of rustic appearance to blend with the surrounding
5. Buildings will be maintained in a good state of repair and appearance
6. Outhouses will be so located as to prevent them from becoming a public nuisance
7. The installation and maintenance of the air strip and other facilities shall be the obligation of the property owners

## SURVEY NOTES

- 1 The broken line shown around the  
subdivision is a meander line only.  
The true property line is the low tide  
shore or high water mark as  
conveyed in the original patent.  
2 Point "A" is on rock (O.L.O. Survey)  
Point "B" is on rock (O.L.O. Survey)  
"A" to "B" N. 55.30 E. 6.64 Survey  
"B" to "C" N. 55.30 W. This Survey

Plot # 129  
37

SEWARD 45-86



AMENDED PLAT OF	
CARIBOU	ISLAND
SUBDIVISION	
LOCATED IN SAILAR LAKE, ALASKA	
U.S. G.L.O. SURVEY NUMBER 2243	
SURVEYED FOR	
CARIBOU	CONFECTION
120 E. 8TH AVENUE ANCHORAGE, ALASKA	
ACRES	159.24
DATE	1 AUG. 1963
SCALE	1" = 100'
SHEET	1 OF 1
SURVEYED BY	
F. M. LINDEE	
REGISTERED	
NO. 620-5	
BOOK 1-04	
SPERARD	
PL. FA 2-1-66	

**AGENDA ITEM E.    NEW BUSINESS**

2.        Vacate a segment of a 100' right of way adjoining the east boundary of Lot 1 Block 6 and the west boundary of Lot 7 Block 3 Caribou Island Amended (Plat SW-37)

**STAFF REPORT**

PC Meeting: January 25, 2021

**Purpose as stated in petition:**

Our reason for requesting to vacate a portion of the 100' wide access right of way is to reclaim back and repair the damaged eroding lake bank of that portion (50' or more) of our property that is mistakenly used as the "assumed location" of the 100' right of way by past and present property owners.

We would like to vacate the remaining area and offer an alternate 30' right of way on the east boundary of our Lot 7 Block 3 Caribou Island, plat SW-37. There are no 60' right of ways that have been platted or dedicated so we would like to match the 2 other 30' right of ways to the east. Mostly though, we hope to leave enough square footage to build a cabin for family and friends. If a 60' right way is dedicated, then add 2-20' building setbacks as per code 20.30.240(A), then add a 50' anadromous habitat protection as per code 20.30.290, this would not leave much left. We however, will have to do the same when we have the final plat, but would have more footage by just dedicating a 30'.

And the final reason we want to dedicate only a 30' width rather than a 60' width, is that no vehicles other than four-wheelers will ever be used on the right of ways and on our south side of the island, there are 2-30' right of ways and 2-100' right of ways, the latter being an air strip reservation that amongst the property owners, will never be constructed as the popular travel method is by airplane (float plane), boat, (or snow machine in the winter). The right of ways on the south half of the island have 5 access points than the north side of the island which there is only 1 access point.

The foot traffic, boats, barge parking and the loading/unloading of materials has deteriorated the bank and forest floor of our property, mostly on the south boundary of Lot 1 Block 6, which we would like to repair and regrow as part of our combining the lots with the final plat. Current "real" widths throughout the rights of way vary from a hiking trail to a four-wheeler size width. Amongst most of the property owners on the island agree, there is no real need to develop the right of ways any wider, everyone enjoys hiking and on occasion 4-wheel.

We have owned property here since 2004 and have acquired adjoining lots throughout the years, we plan to retire and have the property for our family to enjoy for generations. As of today, we have a total of 5 lots with 3 lots adjoining the 100' and 30' right of ways.

We have a good personal relationship with many of the property owners within the entire island and with our nearby neighbors. We have spoken to a few of them about our vacation idea. We have prepared (and traversed it easily by four-wheeler) the area for the new 30' right of way for land owners to use instead if approved.

**Petitioners:** Michael R. and Peggy Clements, Sterling AK

**Notification:** Public notice appeared in the January 13, 2021 issue of the Seward Journal as a separate ad. The public hearing notice was published in the January 21, 2021 issue of the Seward Journal as part of the Commission's tentative agenda.

7 certified mailings were sent to owners of property within 300 feet of the proposed vacation. Two receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to 19 owners within 600 feet of the proposed vacation.

15 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  
Kenai Peninsula Borough Office - Seward

Alaska Communication Systems (ACS)  
ENSTAR Natural Gas  
General Communications Inc, (GCI)  
Homer Electric Association (HEA)

Public hearing notices were made available to 5 KPB staff/Departments (Addressing, Code Compliance, Planner, Roads Dept., River Center) via a shared database.

Notices were mailed to the Sterling and Cooper Landing Post Offices and Seward Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

#### Comments Received:

ACS: Comments not received when the staff report was prepared.

ENSTAR: No comments, recommendations, or objections.

Homer Electric Association: No comments.

KPB Addressing: Comments not received when the staff report was prepared.

KPB Planning: Comments not received when the staff report was prepared.

KPB River Center: Not within a flood hazard area. It is totally or partially within the Anadromous Waters Habitat Protection District.

KPB Roads Department: Within jurisdiction, no comments

State Parks: No comments.

#### Staff Discussion:

A petition to vacate was received to vacate a portion of Essick REM NW. The right of way is considered remote. It is located on Caribou Island that is located in Skilak Lake. The island is along the southern portion of Skilak Lake and is between the Skilak Lake Lower and Upper boat launches. The right of way was dedicated on the Caribou Island Amended Plat, SW 37. The plat was recorded in 1965 and the right of ways were unnamed. Resolution SN 2007-01 named the dedicated right of ways on the island.

The island was subdivided into 223 lots within twelve blocks. A 200 foot air strip with 100 foot dedications on each end was reserved. This reservation and public access runs the width of the island. A 100 foot wide right of way was dedicated that runs north - south, the entire length of the island. 30 foot wide right of way dedications were granted that provide a continuous loop around the island with several internal 30 foot right of ways to provide access to each lot.

As mentioned by the applicants' letter there are several access points from the lake around the island. The northern portion of the island has a 100 foot right of way for lake access. The east and west sides of the island have 100 foot lake access right of ways located at the end of the 200 foot airstrip. The southern side of the island has the 100 foot lake access right of way proposed to be vacated as well as two additional 30 foot lake access right of ways.



The applicant is proposing to vacate approximately 248 feet of the 100 foot wide Essick REM NW. They currently own Lots 1 through 3 of Block 6, Lot 7 Block 3, and Lot 12 Block 4. The applicant claims that their property is being used for lake access as the location of the 100 feet road reservation is not easily located. This is resulting in erosion and deterioration of the bank within their property. If approved the applicant intends on placing proper signage that alerts to private property as well as directing people to the new 30 foot dedicated lake access.

If the proposed vacation is approved, 50 feet will go to Lot 1 Block 6 and 50 feet to Lot 7 Block 3. The owners wish to replat Lots 1 through 3 of Block 6 and Lot 7 Block 3 into one parcel. They will also dedicate a 30 foot right of way along the east boundary of Lot 7 Block 3. They feel that a 30 foot right of way will still provide access in line with the other dedications on that side of the island and will allow for them to limit the access on their property that will slow erosion. Per conversations with the applicant, they have walked their property to find the most logical and usable lake access location.

Use of the right of ways is by foot traffic and ATV traffic. Although allowed, vehicular access does not occur due to the remote nature of the subdivision.

Lot 3 Block 6 does contain some low wet areas. The terrain in the area is gently rolling with no steep slopes. A contour map is provided in the packet.

If approved, the vacation will need to be finalized by plat. A plat has not been submitted at this time. Staff notes the subject platting action will require an exception to right-of-way width (KPB 20.30.120).

**KPB 20.70 – Vacation Requirements.**

Platting staff comments: Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:

- C. In areas where right-of-way is being vacated due to excessive topographic features, a contour map or centerline profile and/or right-of-way cross sectional view may be required by the commission to substantiate the unusable right-of-way and show alternate and dedicated routes to insure ingress and egress to adjacent lands.

*Platting Staff Comments:* A contour map is included in the packet.

20.70.130. Vacation plat—Preparation, approval and recording. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, 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 in KPB 20.70.110.

*Platting Staff Comments:*

**Staff recommendation:** Comply with 20.70.130.

**20.70.150. Title to vacated area.**

- A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

*Platting Staff Comments:* If approved the right of way area will be attached to the lots fronting the vacation. The applicant owns lots on both sides of the requested vacation.

**Staff recommendation:** Comply with 20.70.150.

20.70.160. Partial vacation allowed. Where the planning commission finds that a right-of-way must be preserved, but determines there is excessive width for all intended uses within the right-of-way, the commission may approve a partial vacation of a right-of-way such that the width is reduced to the maximum necessary for the intended use. Such vacation shall conform to this title for the class of right-of-way involved except where the right-of-way is not intended to be used for vehicular purposes.

*Platting Staff Comments: The existing right of way is 100 feet in width and wider than KPB requirements. The right of way within the subdivision has not been used for vehicular purposes and currently is used as a pedestrian access or ATV access.*

20.70.170. Vehicular Access. The planning commission shall not approve the vacation of a right-of-way unless an equal or superior right-of-way for vehicular access exists or will be provided in exchange. Where two or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider density, use, projected development, and maintain sufficient rights-of-way to serve potential use.

*Platting Staff Comments: The area proposed to be vacated is remote. The current use of the right of ways is pedestrian or ATV access.*

**Staff recommendation:** Concur that the vacation of Essick REM right of way will not inhibit vehicular access as no vehicles use the right of ways on the island.

20.70.180. Other access. Other lawful uses that exist or are feasible for the right-of-way shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation request, unless it can be demonstrated that equal or superior access is or will be available. The planning commission shall consider whether alternate uses present public safety issues which support approval of the vacation.

*Platting Staff Comments: The current use of the right of ways is pedestrian or ATV access. The applicant will dedicate a 30 foot right of way that will provide equal or superior access for pedestrian use or ATV use. The proposed right of way dedication is not affected by low wet areas. The proposed right of way dedication, although sloping, does not contain steep slopes that would prevent ATV or pedestrian access.*

**Staff recommendation:** Concur that other lawful uses, such as pedestrian access and ATV access, that are allowed within the vacated portion of Essick REM right of way will be feasible in the proposed 30 foot lake access dedication on the east side of Lot 7. This will provide legal access from the lake to Gene Smart REM NW, to Essick REM NW.

20.70.190. Utility provisions. All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public 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 public utility easement be granted in place of the right-of-way.

*Platting Staff Comments: ENSTAR and HEA provided a review of no comments / no concerns. There are no utilities installed on Caribou Island. Land owners must supply their own utilities.*

**Staff recommendation:** Work to the utility providers to grant any necessary utility easements that may be requested.

20.70.200. Waterfront access provisions. A right-of-way which serves to provide access to public waters shall not be vacated unless such a right-of-way is wholly impractical to all modes of transport including pedestrian or the use of such right-of-way causes damage to the right-of-way, adjacent properties, the waterbody or the watercourse, or threatens public safety which cannot otherwise be corrected and where such continued damage or threat would be contrary to the public interest.

*Platting Staff Comments: The applicant has stated that the current location of the access is causing erosion issues along with trespass and damage issues with their property. They are willing to provide another access location that will protect their property and mitigation efforts. They feel the other location will provide adequate access.*

**Staff recommendation:** Concur that the proposed 30 foot lake access will provide equal or better access compared to Essick REM NW.

STAFF RECOMMENDATION: Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff comments, staff recommends approval of the vacations as petitioned, subject to:

1. Providing a 30 foot wide right of way dedication on the east side of Lot 7 to provide a lake access to Gene Smart right of way and continuing to Essick right of way.
2. Consent by KPB Assembly.
3. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
4. Grant utility easements requested by the utility providers.
5. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

**KPB 20.70.110:**

**A vacation of a street right-of-way, public area, or public easement within the borough outside of the limits of cities may not be made without the consent of the borough assembly.**

**The assembly shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received by the planning director within the specified period, the borough shall be considered to have given consent to the vacation.**

**KPB 20.70.120:**

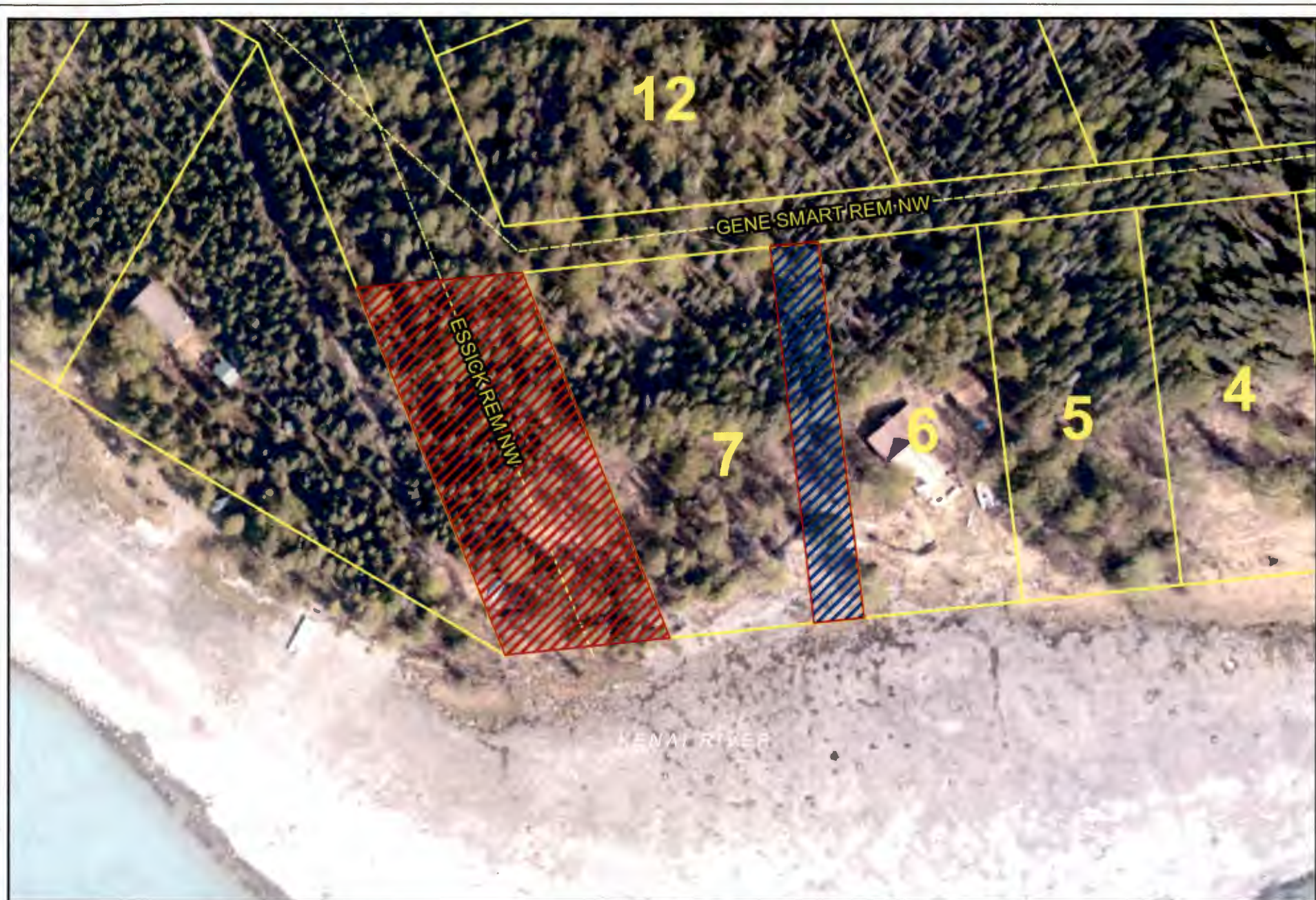
- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.
- B. Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.

**KPB 20.70.130:**

**THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.**

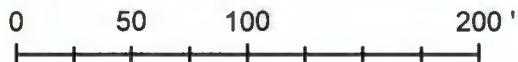
END OF STAFF REPORT





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.

### Aerial View

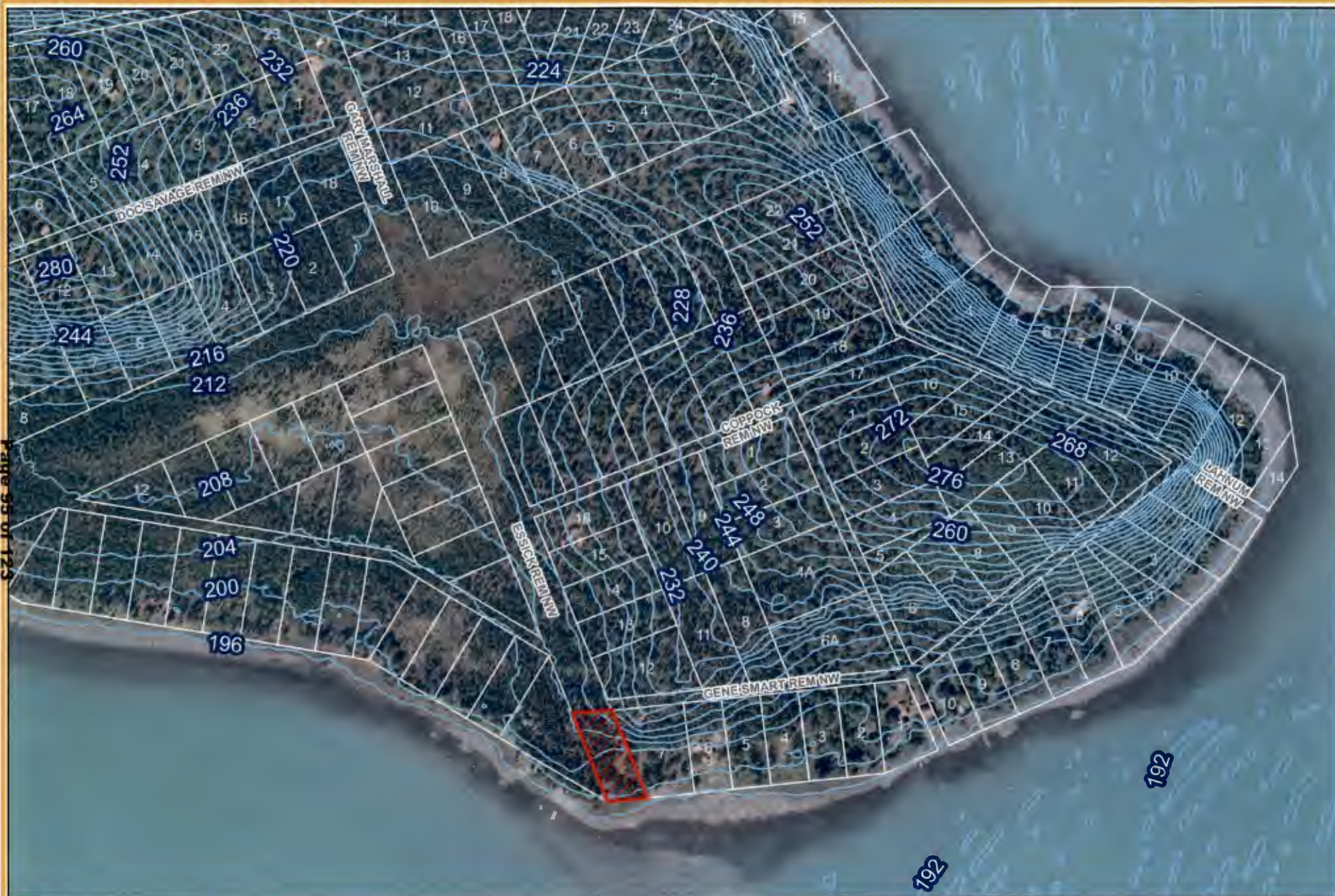


Proposed Rerouted Right of Way

Right of Way Vacation

Caribou Island  
Date: 12/16/2020  
Imagery Anadromous 2014





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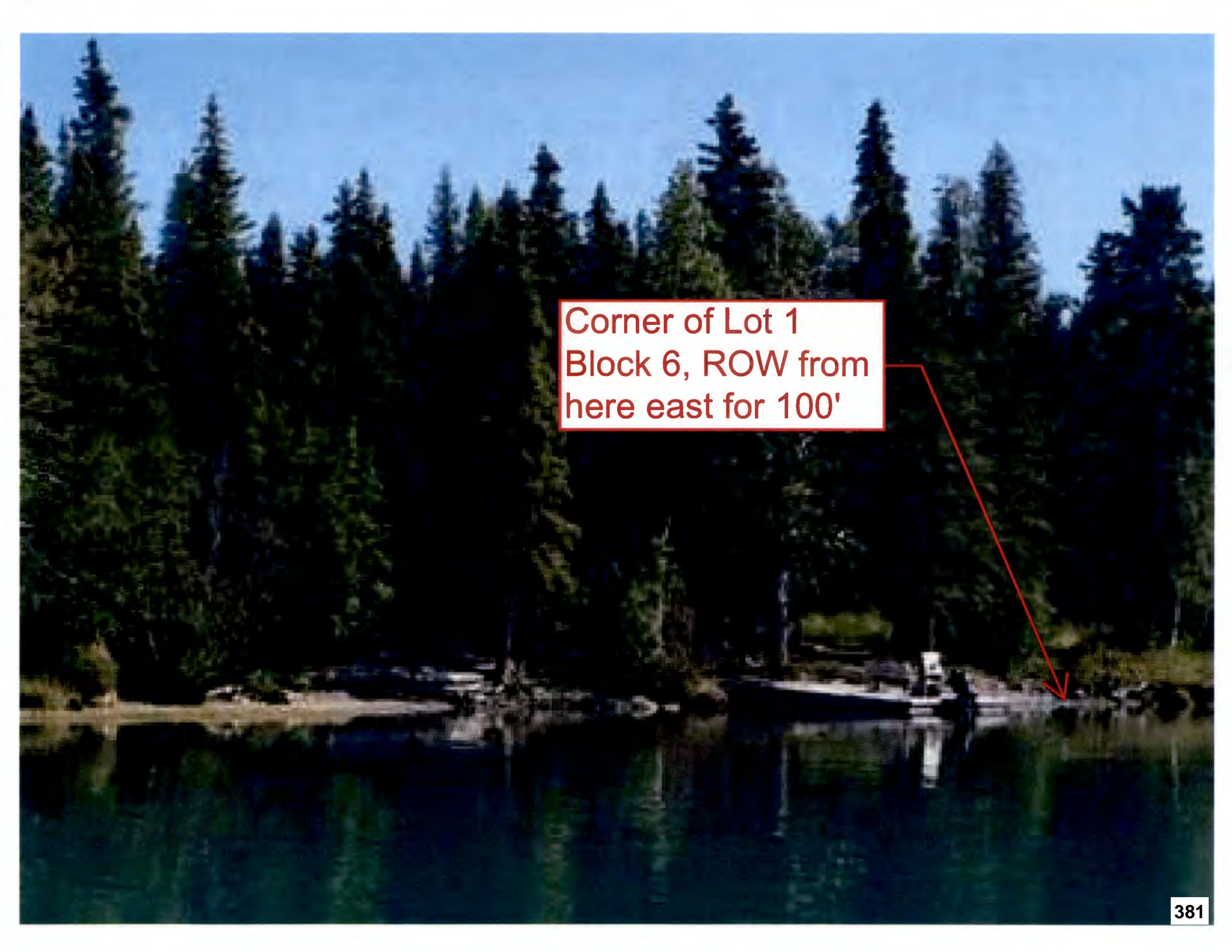
0 250 500 1,000 Feet

AERIAL IMAGERY - 2012  
4 FOOT CONTOUR INTERVAL



Date: 1/11/2021  
S. Huff, KPB





Corner of Lot 1  
Block 6, ROW from  
here east for 100'





Lot 1 Block 6 used  
as ROW





## RESTRICTIONS &amp; COVENANTS

1. Lots will be restricted to residential use.
2. No further subdivision of lots without the majority agreement of the property owners.
3. All garbage will be disposed of by burial.
4. Buildings will be of a permanent nature and of rustic appearance to blend with the surroundings.
5. Buildings will be maintained in a good state of repair and appearance.
6. Outhouses will be so located as to prevent them from becoming a public nuisance.
7. The installation and maintenance of the air strip and other facilities shall be the obligation of the property owners.

## SURVEY NOTES

1. The broken line shown around the subdivision is a meander line only. The true property line is the lake shore or high water mark as conveyed in the original patent.
2. Point 'A' X in rock (G.L.O. Survey)
- Point 'B' X in rock (G.L.O. Survey)
- Point 'C' N 55° 30' E G.L.O. Survey
- Point 'D' N 5° 30' W This Survey

## CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY HAS BEEN COMPLETED AND THAT MARKERS AND MONUMENTS HAVE BEEN LOCATED AND ESTABLISHED AND THAT THE DIMENSIONS SHOWN HEREON ARE TRUE AND CORRECT.

14 Nov 1960  
DATE

*F. M. Lindert*  
SURVEYOR



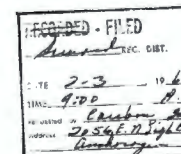
## CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE AUTHORIZED TO SIGN THIS PLAT AS OFFICERS OF THE CARIBOU ISLAND, INC., AND THAT UNDER THIS AUTHORITY, WE ACCEPT AND APPROVE THIS AMENDED PLAT.

DATE

*Earl Hays*  
*Ernest A. Strand*

SEWARD  
Cord No. 65-84



AMENDED PLAT OF	
CARIBOU ISLAND	SUBDIVISION
LOCATED IN SKILAK LAKE, ALASKA	
U.S. G.L.O. SURVEY NUMBER 2095	
SURVEYED FOR	
CARIBOU ISLAND CORPORATION	120 E. 5TH AVENUE ANCHORAGE, ALASKA
ACRES 159.24	SURVEYED BY
DATE 1 AUG. 1960	F. M. LINDERT
SCALE 1" = 100'	REGISTERED SURV. NO. 6304-S
SHEET 1 OF 1	BOX 4-031
	SPENARD, ALASKA
	PL. PA 21544

# **Kenai Peninsula Borough**

## **PLANNING COMMISSION DESK PACKET**

**January 25, 2021  
7:30 p.m.**

**From:** [Hindman, Julie](#)  
**To:** [Shimberg, Ann](#)  
**Cc:** [Huff, Scott](#)  
**Subject:** FW: <EXTERNAL-SENDER>Public comment on ROW vacation proposal 2020-154V  
**Date:** Monday, January 25, 2021 8:24:36 AM  
**Attachments:** [image001.png](#)

---

Desk Packet item.

*Julie Hindman*

Platting Specialist  
Ph: (907) 714-2210  
Fx: (907) 714-2378

KENAI PENINSULA BOROUGH  
144 North Binkley Street  
Soldotna, Alaska 99669



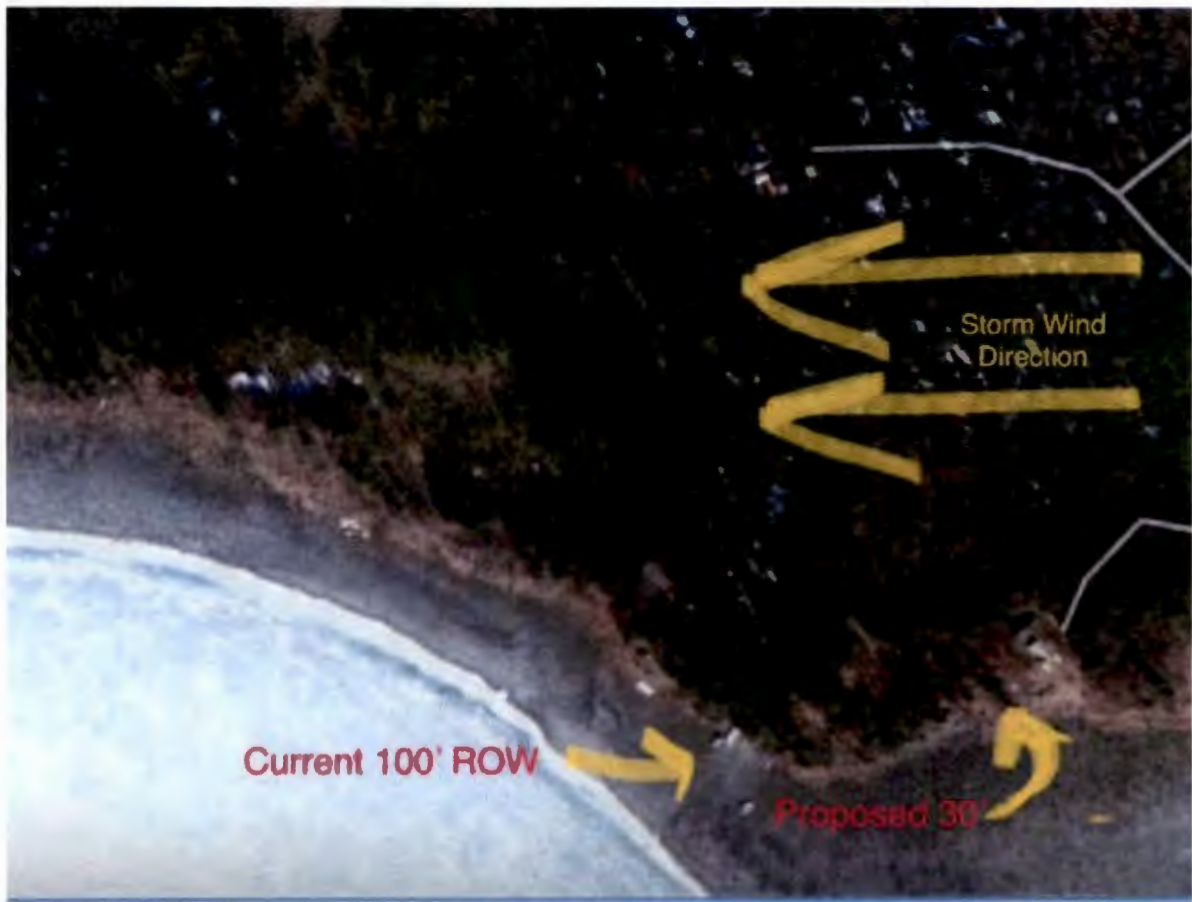
**From:** Nancy DiNapoli [mailto:[nan3d@yahoo.com](mailto:nan3d@yahoo.com)]  
**Sent:** Sunday, January 24, 2021 11:20 AM  
**To:** Hindman, Julie <[jhindman@kpb.us](mailto:jhindman@kpb.us)>  
**Subject:** <EXTERNAL-SENDER>Public comment on ROW vacation proposal 2020-154V

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Regarding the exchange of platted 100' ROW for new 30' ROW. Please consider the following aerial photo, the platted ROW is the only wind-sheltered public beach on the south shore of Caribou Island. I have beached my boat there overnight to safely walk back to my Caribou Island cabin.

Thank you,  
Nancy DiNapoli





\*\*\*



## **Broyles, Randi**

---

**From:** Blankenship, Johni  
**Sent:** Tuesday, February 2, 2021 9:28 AM  
**To:** Broyles, Randi  
**Subject:** FW: <EXTERNAL-SENDER>KPB Planning Commission Decision to Vacate Essick Remote ROW  
**Attachments:** Caribou Island ROW 2.1.2921.odt; 2021 Notice of Public Hearing.pdf; Kenai Borough Planning Commission Notice of Decision !2521.pdf

**From:** Ernie Alvarez <easkilak@gmail.com>  
**Sent:** Monday, February 1, 2021 3:26 PM  
**To:** Hibbert, Brent <bhibbert@kpb.us>; Derkevorkian, Richard <rderkevorkian@kpb.us>; Bjorkman, Jesse <JBjorkman@kpb.us>; ysoncox@kpb.us; Elam, Bill <belam@kpb.us>; Carpenter, Kenn <KCarpenter@kpb.us>; Johnson, Brent <bjohnson@kpb.us>; ichesley@kpb.us; Dunne, Willy <WDunne@kpb.us>; Blankenship, Johni <JBlankenship@kpb.us>  
**Subject:** <EXTERNAL-SENDER>KPB Planning Commission Decision to Vacate Essick Remote ROW

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

TO KPB Assembly Members,  
Attached is my letter opposing the KPB Planning Commissions decision to vacate Essick Remote 100 ft ROW on Caribou Island in Skilak Lake. Also find the KPB Notice of Public Hearing of 1/25/2021 and the KPB Notice of Decision regarding that hearing.  
Thank You  
Ernie Alvarez

As a property owner on the South East side of Caribou Island, I respectfully request that Assembly Members reject KPB Planning Commission's decision to vacate the Essick Remote NW 100 ft. Right of Way (ROW).

This Right of Way (ROW) has been used by Caribou Island property owners for over 60 years. The two most used and accessible ROW's on Caribou Island is the Essick South East 100 ROW and the opposite 100 ft. ROW on the NW side of Caribou. Other ROW's referred to in the Petition are seldom, if ever used and inaccessible due to terrain (marshland, rocks, boulders) and cannot be approached by boats in moderate to high winds. Additional reasons I oppose this decision to vacate Essick 100 ft. ROW are as follows:

1. I believe the Petitioner's request can be addressed **without** requiring the 100 ft ROW be vacated. Erosion of the lake shoreline is due to wave action that all lake shore owners experience. A small portion of Petitioner's particular problem on Lot 1 Block 6 is due to an interior property owner parking their barge (10' x 20') on and off for the past ten years on the east end of the Petitioner's lot. This could have been terminated at the petitioners request. In addition I believe the barge owner would gladly assist as would I and other property owners to repair any damage that may have occurred due to the barge or any other reason. Lot 1 Block 6 is a **uniquely** pie shaped lot with the east side adjacent to the present 100 ft. easement and is where the barge has been parked, impacting a small area of the Petitioner's lot. Vacating an established 60+ year 100 ft of ROW in exchange for an **undeveloped** 30 ft. ROW (resulting in a loss of 70 ft. of lake shore access) on the **Petitioner's** furthest east side of their other Lot 7 Block 3 is an excessively unreasonable remedy and **inequitable** to other property owners.
2. The proposed 30 ft. ROW on Lot 7 Block 3 is undeveloped, difficult to access due to its shallowness, rocks, boulders, and moderate to high winds make it impossible to beach a boat in that area. In addition, this proposed ROW goes up a steep hill making it difficult to drive an ATV with building materials or supplies on a trailer.
3. The decision to vacate the 100 ft. ROW in exchange for a 30 ft. ROW effects ALL Caribou Island property owners directly or indirectly. Only 5 to 6 property owners were notified of the Public Hearing held on January 25, 2021. I believe all Caribou Island property owners should have been notified and given a chance to give their approval or disapproval before resorting to such a drastic decision that affects present and future access to island properties. This decision to vacate the current ROW may have an impact on future building sites and ownership due to the difficulty of access and may affect land values.

I respectfully request that this decision to vacate Essick Remote NW ROW be denied by KPB Assembly Members. I also request to be notified of any other opportunities to address this matter with ASSEMBLY MEMBERS in the future. I may be contacted at 907-830-8507 or email: [easkilak@gmail.com](mailto:easkilak@gmail.com)

Ernie Alvarez





## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce  
Borough Mayor

### SEWARD JOURNAL

## KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Public notice is hereby given that a petition was received on 12/18/2020 to vacate a public right-of-way in the Seward Recording District, Remote area. Area under consideration is described as follows:

- A. Location and request: Vacate Essick Remote NW right of way south of intersection with Gene Smart Remote NW as dedicated on Caribou Island Amended, Plat SW-37. The right-of-way being vacated is 100 feet in width, unconstructed, and located within the North 1/2 of Section 25, Township 4 North, Range 7 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-154V.
- B. Purpose as stated in petition: Our reason for requesting to vacate a portion of the 100' wide access right of way is to reclaim back and repair the damaged eroding lake bank of that portion (50' or more) of our property that is mistakenly used as the "assumed location" of the 100' right of way by past and present property owners. We would like to vacate the remaining area and offer an alternate 30' right of way on the east boundary of our lot 7 block 3 Caribou Island, plat SW-37. There are no 60' right of ways that have been platted or dedicated so we would like to match the 2 other 30' right of ways to the east. Mostly though, we hope to leave enough square footage to build a cabin for family and friends. (If a 60' right way is dedicated, then add 2-20' building setbacks as per code 20.30.240(A), then add a 50' anadromous habitat protection as per code 20.30.290, this would not leave much left. We however, will have to do the same when we have the final plat, but would have more footage by just dedicating a 30'. And the final reason we want to dedicate only a 30' width rather than a 60' width, is that no vehicles other than four-wheelers will ever be used on the right of ways and on our south side of the island, there are 2-30' right of ways and 2-100' right of ways, the latter being an air strip reservation that amongst the property owners, will never be constructed as the popular travel method is by airplane and boat. The right of ways on the south half of the island have 5 access points than the north side of the island which there is only 1 access point. The foot traffic, boats, barge parking and the loading/unloading of materials has deteriorated the bank and forest floor of our property, mostly on the south boundary of lot 1 block 6, which we would like to repair and regrow as part of our combining the lots with the final plat. Current "real" widths throughout the rights of way vary from a hiking trail to a four-wheeler size width. Amongst most of the property owners on the island agree, there is no real need to develop the right of ways any wider, everyone enjoys hiking and on occasion 4-wheel. We have owned property here since 2004 and have acquired adjoining lots throughout the years, we plan to retire and have the property for our family to enjoy for generations. As of today, we have a total of 5 lots with 3 lots adjoining the 100' and 30' right of ways. We have a good personal relationship with many of the property owners within the entire island and with our nearby neighbors. We have spoken to a few of them about our vacation idea.





## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce  
Borough Mayor

### SEWARD JOURNAL

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## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce  
Borough Mayor

We have prepared (and traversed it easily by four-wheeler)  
the area for the new 30' right of way for land owners to use instead if approved.

C. Petitioner(s): Michael R. Clements and Peggy Clements of Sterling, AK.

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, January 25, 2021**, commencing at **7:30 p.m.**, or as soon thereafter as business permits.

Please be aware that due to the recent COVID-19 pandemic and based on CDC guidelines, the meeting will not be physically open to the public. Instructions are as follows:

The meeting will remain open to the public. The Planning Commissioners, along with staff members, will be attending via teleconferencing. The public will be able to listen or participate with the same methods. The meeting will be held through Zoom. To join the meeting from a computer visit <https://zoom.us/j/2084259541>. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247. When calling in you will need the Meeting ID of 208 425 9541. If you connect by computer and do not have speakers or a microphone, if wishing to comment, connect online and then select phone for audio. A box will come up with toll free numbers, requesting the Meeting ID, and your participant number. Detailed instructions will be posted on the Planning Commission's webpage prior to the meeting: <https://www.kpb.us/planning-dept/planning-commission>.

If you have questions or experience technical difficulties, please contact the Planning Department at (907) 714-2200.

Meeting materials may be found at <https://www.kpb.us/planning-dept/planning-commission> as well as any updates to meeting procedures.

Anyone wishing to testify, but cannot attend the zoom meeting, may come to the above meeting to give testimony or may submit a written statement to the attention of Julie Hindman, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. The Planning Department recommends that written comments be received by **1:00 PM, Friday, January 22, 2021**. [Written comments may also be sent by email to the addresses below or by Fax to 907-714-2378].

If the Planning Commission approves the vacation, the Borough Assembly has thirty days from that decision in which they may veto the Planning Commission approval. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.

For additional information contact Julie Hindman ([jhindman@kpb.us](mailto:jhindman@kpb.us)), Planning Department, 714-2200 (1-800-478-4441 toll free within Kenai Peninsula Borough) or email [planning@kpb.us](mailto:planning@kpb.us).



# SKILAK

# LAKE

# SKILAK LAKE

- 1. Lots will be restricted to residential use.
- 2. No further subdivision of lots is allowed without majority agreement of the property owners.
- 3. All garbage will be removed by owner.
- 4. Structures will be of a permanent nature and built of masonry materials and shall not be less than 10 feet high.
- 5. Buildings will be maintained in a good state of repair and appearance.
- 6. Distances will be shown on all maps.
- 7. The installation and maintenance of the air strip and other facilities shall be the obligation of the property owners.

## SURVEY NOTES

- 1. The quarter has been around the island in a clockwise direction.
- 2. The road corners are 100' wide.
- 3. The air strip is 100' wide.
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**CERTIFICATE OF SURVEY**  
I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY HAS BEEN COMPLETED AND THAT MARKERS AND MONUMENTS HAVE BEEN LOCATED AND ESTABLISHED AND THAT THE DIMENSIONS SHOWN HEREON ARE TRUE AND CORRECT.

DATE: \_\_\_\_\_ SURVEYOR: \_\_\_\_\_



**CERTIFICATE OF OWNERSHIP**  
WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE AUTHORIZED TO SIGN THIS PLAT AS OFFICERS OF THE CARIBOU ISLAND, INC., AND THAT UNDER THIS AUTHORITY, WE ACCEPT AND APPROVE THIS AMENDED PLAT.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**KPB 2020-154V**

100' ROWV

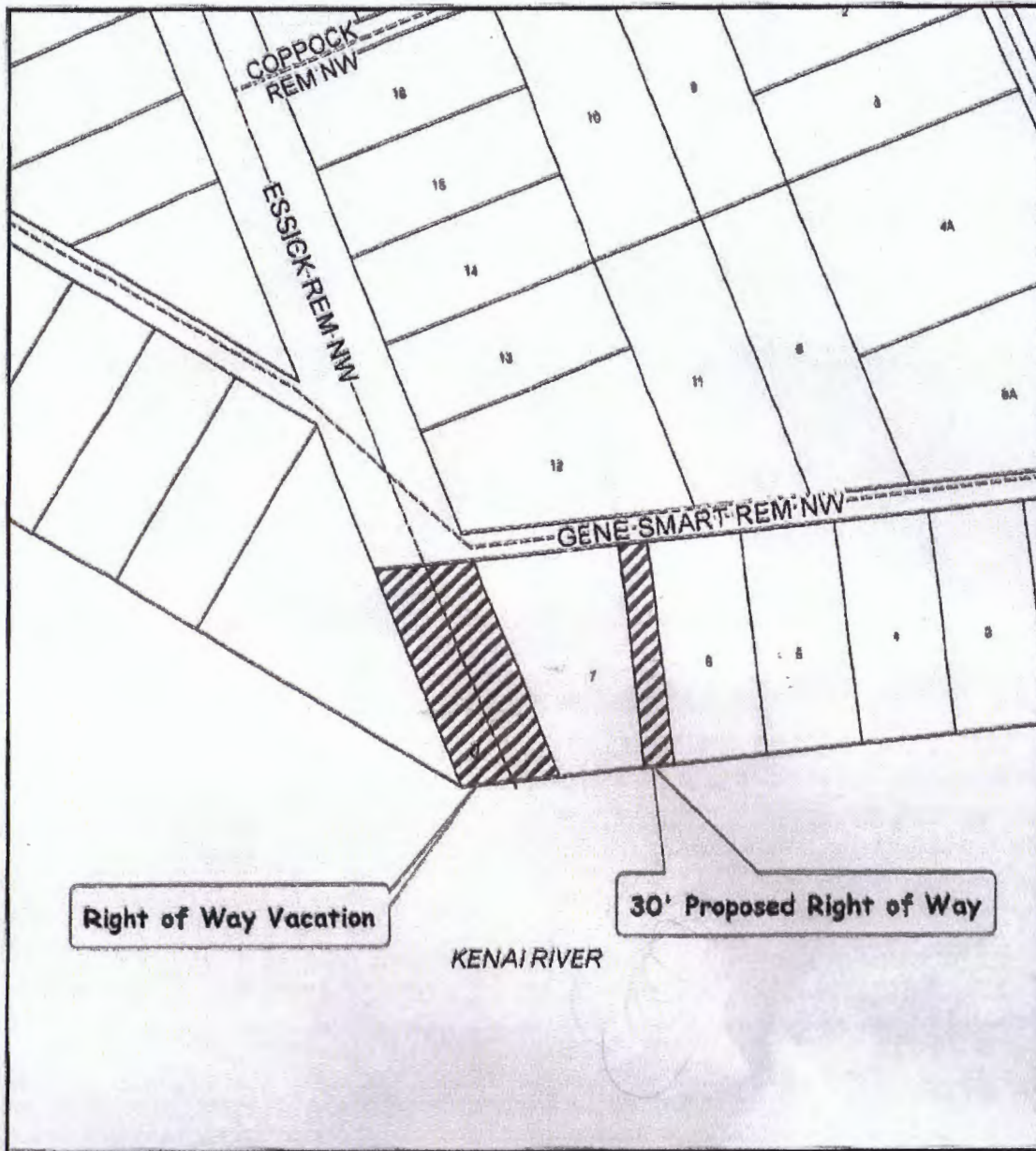
30' ROW Deducting

SEWARD

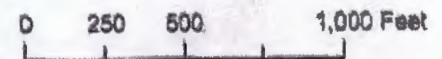
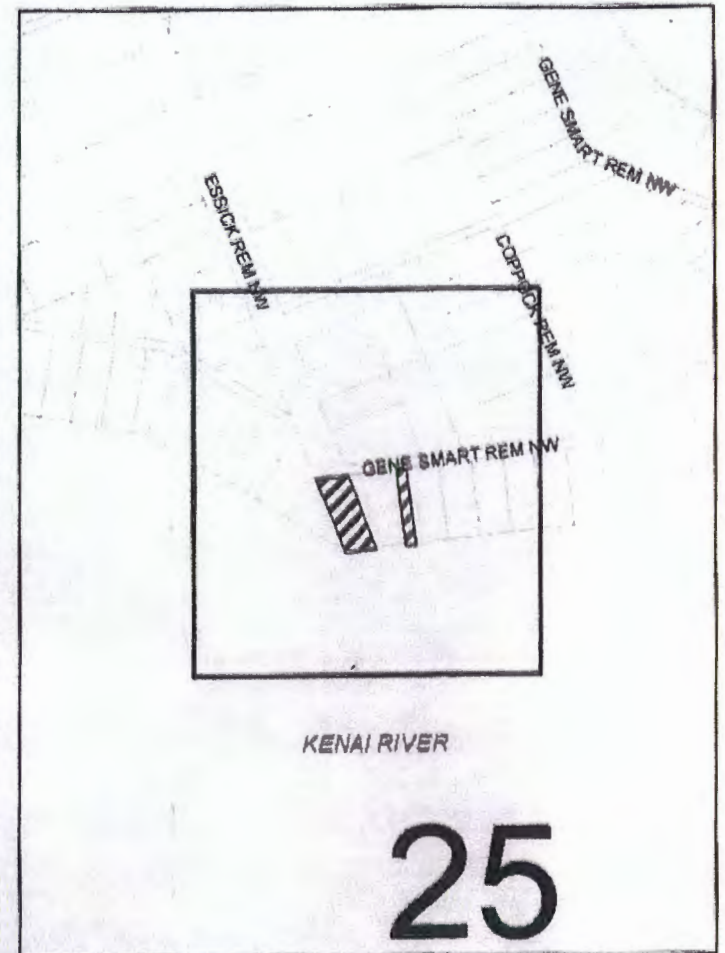
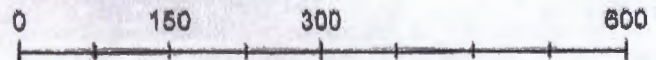
FILED  
JUL 10 1980  
ALASKA  
SHEETS 1 OF 1

AMENDED PLAT OF	
<b>CARIBOU ISLAND</b>	
SUBDIVISION	
LOCATED IN SKILAK LAKE, ALASKA	
U.S. G.L.O. SURVEY NUMBER 2020	
SURVEYED FOR	
<b>CARIBOU ISLAND COINTEGRATION</b>	
120 E. 5TH AVENUE ANCHORAGE, ALASKA	
ACRES 159.24	SURVEYED BY
DATE 1 AUG. 1980	R.M. LINLEY
SCALE 1" = 100'	REGISTERED
SHEET 1 OF 1	NO. 401
	PERMITS
	PH. FA. PING





The information depicted herein is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Caribou  
S25 T04N R07W  
SEWARD

Date: 12/16/2020  
Caribou Island





## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce  
Borough Mayor

January 26, 2021

### **KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF DECISION**

#### **MEETING OF JANUARY 25, 2021**

RE: Vacate Essick Remote NW right of way south of intersection with Gene Smart Remote NW as dedicated on Caribou Island Amended, Plat SW-37. The right-of-way being vacated is 100 feet in width, unconstructed, and located within the North 1/2 of Section 25, Township 4 North, Range 7 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-154V. Petitioner: Michael R. Clements and Peggy Clements of Sterling, AK.

During their regularly scheduled meeting of January 25, 2021, the Kenai Peninsula Borough Planning Commission granted approval of the referenced right of way vacation based on the means of evaluating public necessity established by KPB 20.70.

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. The proposed vacation will be forwarded to the Borough Assembly. The Assembly shall have 30 calendar days from the date of approval January 25, 2021 in which to veto the Planning Commission decision. If the Planning Director receives no veto within the specified period, the Assembly shall be considered to have given consent to the vacation.

The approval is subject to:

1. Providing a 30 foot wide right of way dedication on the east side of Lot 7 to provide a lake access to Gene Smart right of way and continuing to Essick right of way.
2. Consent by KPB Assembly.
3. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
4. Grant utility easements requested by the utility providers.
5. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

Please contact the Borough Clerk's office (907-714-2160 or 1-800-478-4441 toll-free within the borough) for additional information.

Please contact the Kenai Peninsula Borough's Planning Department at (907) 714-2200 if you have any questions.

## Broyles, Randi

---

**From:** Blankenship, Johni  
**Sent:** Monday, February 1, 2021 8:34 AM  
**To:** Broyles, Randi  
**Subject:** Fwd: <EXTERNAL-SENDER>KPB 20-70-130, Planning Board - Caribou Island Subd  
**Attachments:** image001.png; image0.jpeg

Is this vacation on tomorrow's agenda?

Johni

Sent from my iPhone

Begin forwarded message:

**From:** "Hindman, Julie" <jhindman@kpb.us>  
**Date:** February 1, 2021 at 8:32:29 AM AKST  
**To:** "Blankenship, Johni" <JBlankenship@kpb.us>  
**Subject:** FW: <EXTERNAL-SENDER>KPB 20-70-130, Planning Board - Caribou Island Subd

I received this today along with Assembly members.

*Julie Hindman*

Platting Specialist  
Ph: (907) 714-2210  
Fx: (907) 714-2378



---

**From:** Nancy DiNapoli [mailto:nan3d@yahoo.com]  
**Sent:** Monday, February 1, 2021 8:30 AM  
**To:** Hindman, Julie <jhindman@kpb.us>  
**Cc:** Derkevorkian, Richard <rderkevorkian@kpb.us>; Bjorkman, Jesse <JBjorkman@kpb.us>; ysoncox@kpb.us; Elam, Bill <belam@kpb.us>; Carpenter, Kenn <KCarpenter@kpb.us>; Johnson, Brent <bjohnson@kpb.us>; Chesley, Lane <lchesley@kpb.us>; Dunne, Willy <WDunne@kpb.us>  
**Subject:** <EXTERNAL-SENDER>KPB 20-70-130, Planning Board - Caribou Island Subd

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

To the Kenai Peninsula Borough Assembly and the Kenai Borough Mayor,

Regarding KPB Planning Board recommendation on Caribou Island - Skilak Lake, the exchange of platted 100'

ROW for new 30' ROW.

Skilak lake is subject to strong storm winds. The original Caribou Island plat reserved only two wind-sheltered boat landings for use by all the island's owners. This existing 100' ROW is the only wind sheltered public beach on the south shore. Additionally, the existing 100' ROW is improved in that an eight foot wide tractor trail with a packed gravel surface has been in place for about ten years.

On Google Maps the existing protected beach is clearly shown with boats up on the gravel and scuffed gravel from human use. Also visible is the tractor trail. My graphic illustrates the proposed 30' wind exposed beach with a long shallow approach. I have needed to haul my boat up on the existing ROW and walk back to my cabin.

If the petitioners need more land, the other property owners could agree to give up a portion of the existing ROW, but the wind sheltered beach landing should be preserved for public use. It's a matter of public safety.

I thank you for this belated consideration,

Nancy DiNapoli

Owner, Caribou Island Subdivision

Bk 2, L1 and Bk 1, L12,13,14



\*\*\*





## **Broyles, Randi**

---

**From:** Blankenship, Johni  
**Sent:** Friday, February 5, 2021 10:35 AM  
**To:** Broyles, Randi  
**Subject:** FW: <EXTERNAL-SENDER>Vacation for Essick REM Caribou Island

**From:** Dean Denlinger <dnrdenlinger2@gmail.com>  
**Sent:** Thursday, February 4, 2021 7:20 PM  
**To:** G\_Notify\_AssemblyClerk <G\_Notify\_AssemblyClerk@kpb.us>  
**Subject:** <EXTERNAL-SENDER>Vacation for Essick REM Caribou Island

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

To whom it may concern,

This email is in regards to the proposed right-of-way vacation for Essick REM Caribou Island. I believe it will be of great benefit for the integrity of the island. The current 100 foot easement goes across an environmentally sensitive area. With that wide of an easement for anyone to use, it could cause damage and riparian concerns. On the other hand, a 30 foot easement with a well marked out trail would greatly help to reduce those issues.

As the island becomes more popular and more people will need access to their properties, I believe the 30 foot right of way will be crucial.

Thank you for considering my thoughts,

Dean Denlinger  
Property owner on the island

## Greetings Assembly Members

My name is Daniel Moose. My family is (and has been) building a cabin on Section 3 Lot 2 on Caribou Island, 500' from the existing ROW. I was one of the few cabin owners notified (there are 18 active cabin owners on the island) regarding the Planning Commission's hearing to consider vacating the 100' foot right-of way. This ROW I use and rely on for the ongoing construction of my cabin and as a safe harbor for myself and family when the Skilak Lake winds pick up (Winds, as the assembly knows, that without safe harbor can have tragic consequences).

I am requesting that the Assembly step in and reject the Planning Commission's vote to approve vacating a crucial 100' publicly owned Right-of-Way and re-locating it to a useless and reduced (now 30') ROW and giving the newly created premium lot and 70' of shoreline to the petitioners, one of whom is a Planning Commission employee.

I attended the meeting and was given one brief opportunity to express my opposition to the proposal. My comments echoed those of the 2 other neighbors (who were not contacted by the Planning Commission) but were fortunate to have found out about the meeting and were able to comment. All were in unanimity in opposition to the proposal and none were in support and all made these same factual points:

1. Safety: The existing location provides safe harbor for landing when the wind comes up off the glacier. Which it can do rapidly. The 100' right-of-way allows for several boats to land and maneuver at all seasonal lake levels. The proposed 30' offers no cover from the winds, nor space to land or anchor more than a single boat, nor adequate depth of water for any loaded boat. It is a gravel bed leading to a steep incline.
2. Logistics: The existing location provides a safe landing for dropping off necessary supplies while offering an adequate staging area for multiple uses including transferring needed construction materials. The combination of: protection from the wind, adequate water depth, wide and flat area for staging, mitigates the chance of capsizing while loading and unloading. The proposed 30' area does not provide any of these advantages. For us on the southeast shore of the island, the 30' provides what we already have: a shallow, rocky wind-swept shoreline leading to a hill.
3. The existing location offers a perfect gradual slope for transferring loads to either Gene Smart or Essick Rights-of-way. The proposed 30' right-of-way is nothing more than a steep rocky trail leading down to a gravel bar and a spit. The Planning Commissions flat plot does not reveal these things.

A review of any topological map with the necessary resolution would clearly demonstrate that the gravel bed off lot 7 makes the 30' ROW useless for landing...the fact of the existence of the gravel bed is a contributing factor that helps make the existing ROW the safe landing and loading area that it is.

A review of the topography would also point out the gradual slope from waterline to the Essick and Gene Smart ROWs intersection. This contrasts greatly to the proposed 30' ROW which is steep and impractical. Yes, a 4-wheeler can transverse it but not a LOADED one, or one trying to tow materials.

A review of the topography would also show that the island is divided by terrain. Marsh land to the west, ridge and valley to the east. The Southern shoreline paralleling the Gene Smart ROW is low and exposed. Materials coming into the Southeast shoreline have only the 100' ROW that can be used



safely and reliably. No other alternative works. There is a 30' ROW 100' from my property that is useless...used by no-one...exposed to the winds and dangerously shoal for landing.

The Assembly need also consider other aspects of any Planning Commissions vote:

#### Fairness and Precedence

The Planning Commission has voted to take away from every taxpayer on the island, every person in the Borough, an access that has always provided a safe alternate landing spot and a useful and much needed utility area and have voted to give it to a single petitioner for their private use... this over the unanimous objection of all who were fortunate enough to speak. The Commission voted to take mutually owned, prime waterfront property, equal in area to 70% of the average lot size owned on the island, and has given it away for free to a petitioner. This clearly is wrong. When I purchased my lot, I also purchased my right to use this ROW.

The ROW I am using to build my cabin is in the process of being given away to a single petitioner right in the middle of my construction. This is wrong. Mine and all others' property rights have been abridged not for the public good but for the sole benefit of one family.

The ROW that I and my family, and all other's use for safe harbor and landing when the Skilak Lake wind rises is being given to a single petitioner. That is wrong. Mine and all others' safety is compromised, not for the public good but for the sole benefit of one family.

Not notifying everyone on the Island was wrong...it may have been within the Planning Commissions' guidelines but that does not make it in anyway right, it is an ISLAND after all...the whole community deserved notification, not just 6 lot holders.

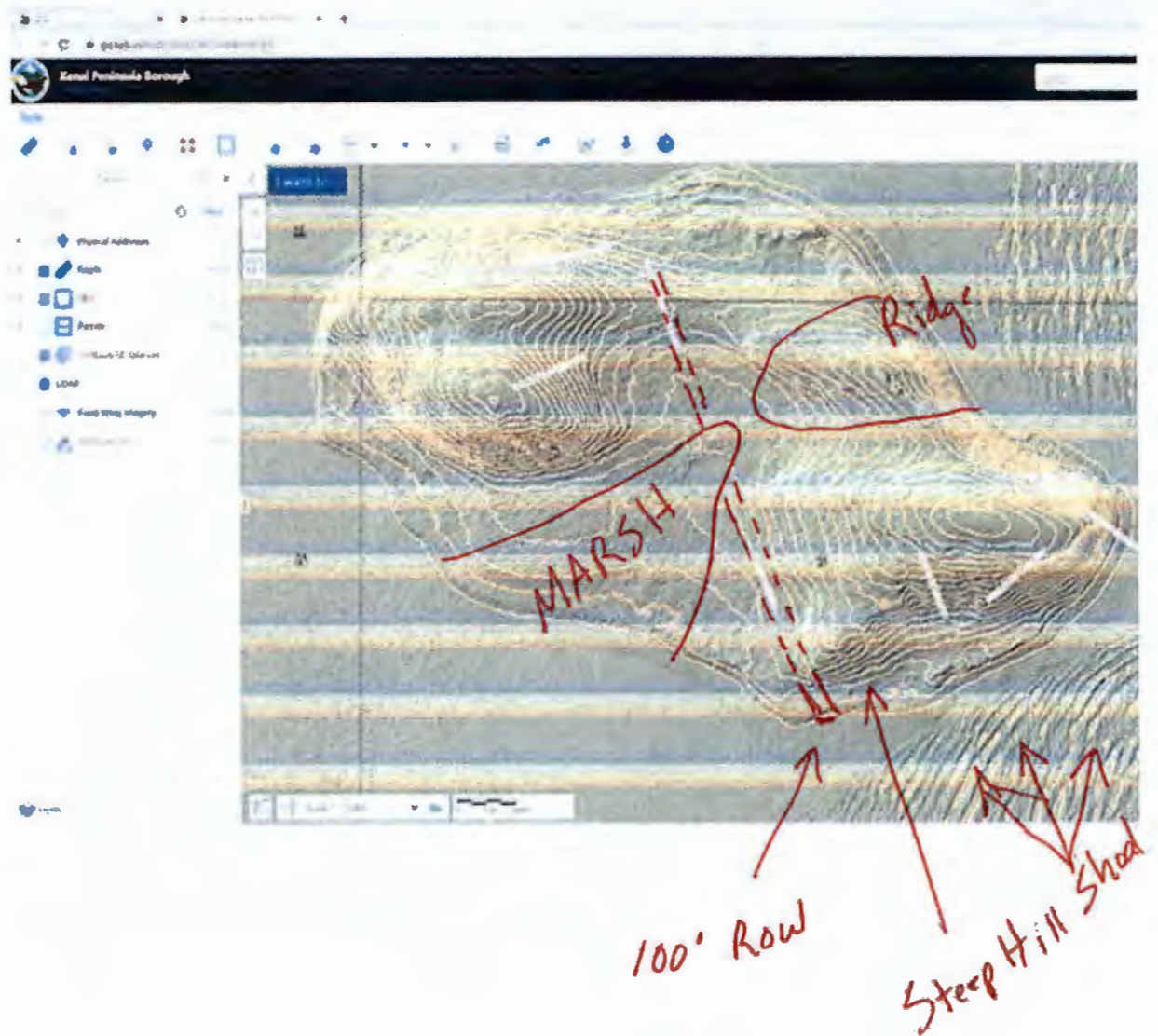
It was also wrong after testifying, that I was not sent the Letter of Decision as at least one other attendee did. The Letter of Decision was important since it included appeal information. Strange not to have received one.

During the Planning Commission hearing in which I was permitted to listen but make no further comment, several of the Commission members seemed to be fishing for a justification to approve. Trespassing seemed to be the foundation for their common cause to vote approval. Transcripts of the hearing will make that clear.

Instead of recommending the petitioner's put up a sign and properly demark their boundary, the Commission decided to deprive all Property Owners on the island access to property they already mutually owned...it was hard to listen to how even the people who built the road and landing of the ROW did not know where the ROW is...insulting...as an excuse to take it away from them. The Planning Commission seemed to take the view that we on the island were to ignorant to find a 100' ROW we've been using for years...but are smart enough to find a new 30' one. Strange logic.

When I bought my property I, like all others on the island, purchased not only my lot but also the right to access and use this and all ROWs on the island. I now ask the assembly to restore my own and every Borough citizens' right of access to the existing 100' ROW. Please do not lock up the Southeast shore of the island. Thanks.





\* Note that the island is divided in half by terrain.



## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

SEWARD JOURNAL

*Only 6 Islanders  
were notified!* Charlie Pierce  
Borough Mayor

### KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Public notice is hereby given that a petition was received on 12/18/2020 to vacate a public right-of-way in the Seward Recording District, Remote area. Area under consideration is described as follows:

- A. Location and request: Vacate Essick Remote NW right of way south of intersection with Gene Smart Remote NW as dedicated on Caribou Island Amended, Plat SW-37. The right-of-way being vacated is 100 feet in width, unconstructed, and located within the North 1/2 of Section 25, Township 4 North, Range 7 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-154V.
- B. Purpose as stated in petition: Our reason for requesting to vacate a portion of the 100' wide access right of way is to reclaim back and repair the damaged eroding lake bank of that portion (50' or more) of our property that is mistakenly used as the "assumed location" of the 100' right of way by past and present property owners. We would like to vacate the remaining area and offer an alternate 30' right of way on the east boundary of our lot 7 block 3 Caribou Island, plat SW-37. There are no 60' right of ways that have been platted or dedicated so we would like to match the 2 other 30' right of ways to the east. Mostly though, we hope to leave enough square footage to build a cabin for family and friends. If a 60' right way is dedicated, then add 2-20' building setbacks as per code 20.30.240(A), then add a 50' anadromous habitat protection as per code 20.30.290, this would not leave much left. We however, will have to do the same when we have the final plat, but would have more footage by just dedicating a 30'. And the final reason we want to dedicate only a 30' width rather than a 60' width, is that no vehicles other than four-wheelers will ever be used on the right of ways and on our south side of the island, there are 2-30' right of ways and 2-100' right of ways, the latter being an air strip reservation that amongst the property owners, will never be constructed as the popular travel method is by airplane and boat. The right of ways on the south half of the island have 5 access points than the north side of the island which there is only 1 access point. The foot traffic, boats, barge parking and the loading/unloading of materials has deteriorated the bank and forest floor of our property, mostly on the south boundary of lot 1 block 6, which we would like to repair and regrow as part of our combining the lots with the final plat. Current "real" widths throughout the rights of way vary from a hiking trail to a four-wheeler size width. Amongst most of the property owners on the island agree, there is no real need to develop the right of ways any wider, everyone enjoys hiking and on occasion 4-wheel. We have owned property here since 2004 and have acquired adjoining lots throughout the years, we plan to retire and have the property for our family to enjoy for generations. As of today, we have a total of 5 lots with 3 lots adjoining the 100' and 30' right of ways. We have a good personal relationship with many of the property owners within the entire island and with our nearby neighbors. We have spoken to a few of them about our vacation idea.





## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce  
Borough Mayor

We have prepared (and traversed it easily by four-wheeler)  
the area for the new 30' right of way for land owners to use instead if approved.

C. Petitioner(s): Michael R. Clements and Peggy Clements of Sterling , AK.

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, January 25, 2021**, commencing at **7:30 p.m.**, or as soon thereafter as business permits. .

Please be aware that due to the recent COVID-19 pandemic and based on CDC guidelines, the meeting will not be physically open to the public. Instructions are as follows:

The meeting will remain open to the public. The Planning Commissioners, along with staff members, will be attending via teleconferencing. The public will be able to listen or participate with the same methods. The meeting will be held through Zoom. To join the meeting from a computer visit <https://zoom.us/j/2084259541>. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247. When calling in you will need the Meeting ID of 208 425 9541. If you connect by computer and do not have speakers or a microphone, if wishing to comment, connect online and then select phone for audio. A box will come up with toll free numbers, requesting the Meeting ID, and your participant number. Detailed instructions will be posted on the Planning Commission's webpage prior to the meeting: <https://www.kpb.us/planning-dept/planning-commission>.

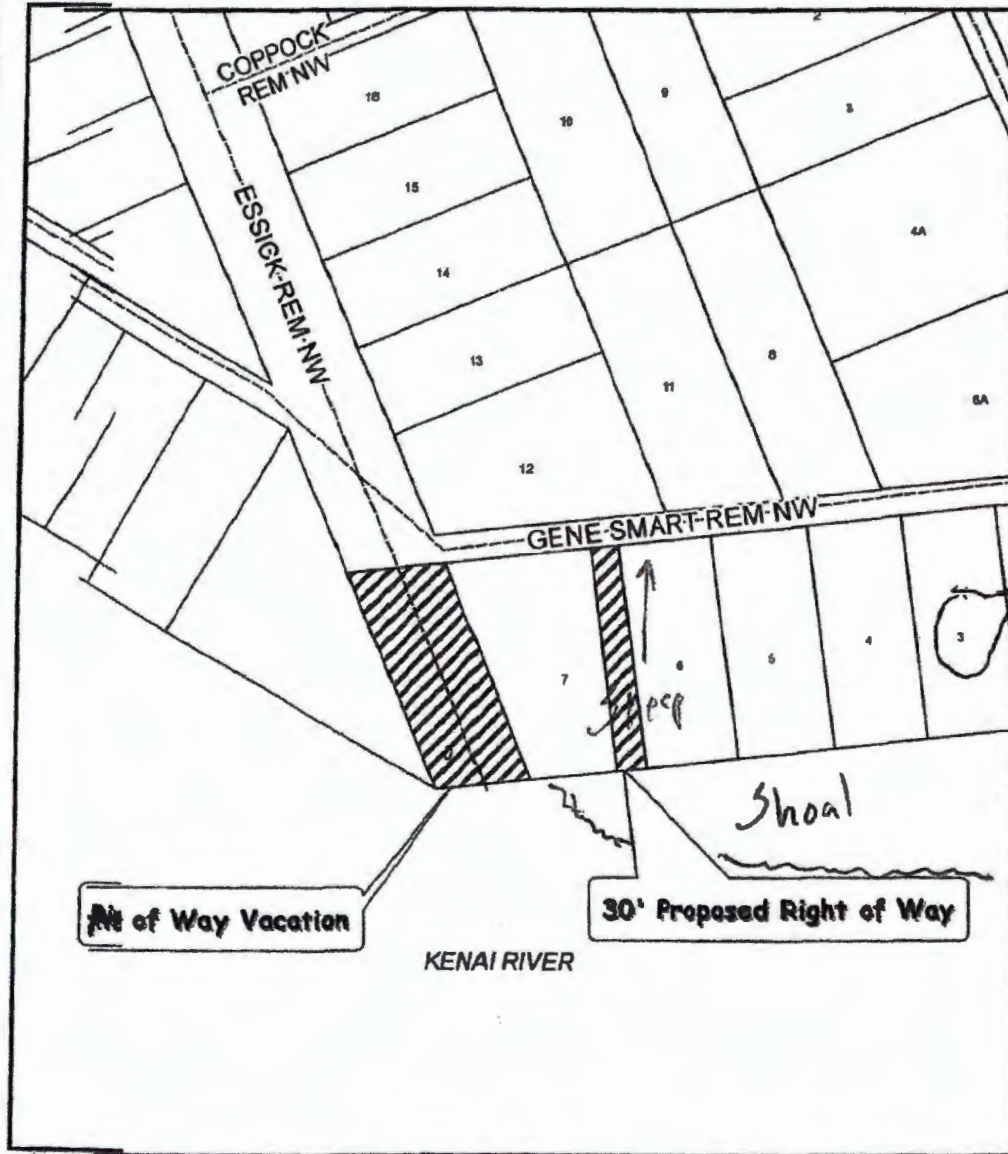
If you have questions or experience technical difficulties, please contact the Planning Department at (907) 714-2200.

Meeting materials may be found at <https://www.kpb.us/planning-dept/planning-commission> as well as any updates to meeting procedures.

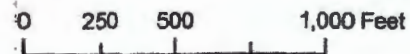
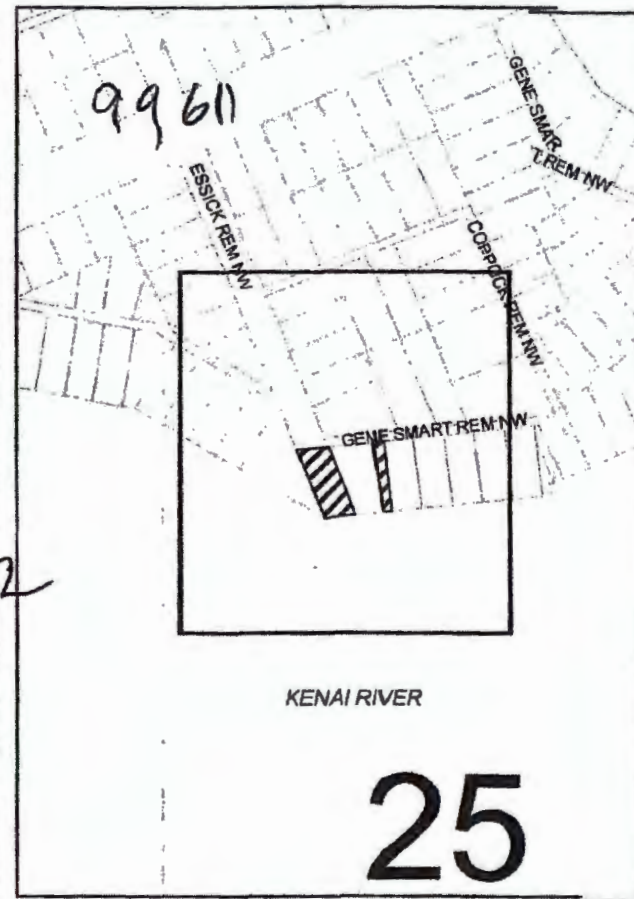
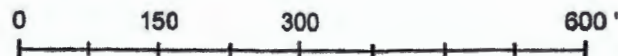
Anyone wishing to testify, but cannot attend the zoom meeting, may come to the above meeting to give testimony or may submit a written statement to the attention of Julie Hindman, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. The Planning Department recommends that written comments be received by **1:00 PM, Friday, January 22, 2021**. [Written comments may also be sent by email to the addresses below or by Fax to 907-714-2378].

If the Planning Commission approves the vacation, the Borough Assembly has thirty days from that decision in which they may veto the Planning Commission approval. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.

For additional information contact Julie Hindman ([jhindman@kpb.us](mailto:jhindman@kpb.us)), Planning Department, 714-2200 (1-800-478-4441 toll free within Kenai Peninsula Borough) or email [planning@kpb.us](mailto:planning@kpb.us).



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.



Caribou  
S25 T04N R07W  
SEWARD

Date: 12/16/2020  
Caribou Island



SKIA T LAKE

AIR STRIP

WATER

ROAD

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

100.0 125.0 150.0 175.0 200.0 225.0 250.0 275.0 300.0 325.0 350.0 375.0 400.0 425.0 450.0 475.0 500.0 525.0 550.0 575.0 600.0 625.0 650.0 675.0 700.0 725.0 750.0 775.0 800.0 825.0 850.0 875.0 900.0 925.0 950.0 975.0 1000.0

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR,  
HEREBY CERTIFY THAT A SURVEY HAS BEEN COMPLETED  
AND THAT MARKERS AND MONUMENTS HAVE BEEN LOCATED

1. Lots will be restricted to residential use.
2. No further subdivision of lots without a majority agreement of the property owners.
3. All garbage will be disposed of by owner.
4. Buildings will be of a permanent nature and of rustic appearance to blend with the landscape.
5. Buildings will be maintained in a good state of repair and appearance.
6. Repairs will be so located as to prevent them from becoming a visual distraction.
7. The installation and maintenance of a fire strip and other facilities shall be the obligation of the property owners.

1 The broken line shows around the  
substation a meander line only.  
The true property line is the line  
above or high water mark or  
conveyed. A the original intent.  
2 Point A in rack (GLO Survey)  
Point B in rack (GLO Survey)  
" to " N55-30E GLO Survey  
" to " N55-30W GLO Survey

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR,  
HEREBY CERTIFY THAT A SURVEY HAS BEEN COMPLETED  
AND THAT MARKERS AND MONUMENTS HAVE BEEN LOCATED  
AND ESTABLISHED AND THAT THE DIMENSIONS SHOWN  
HEREON ARE TRUE AND CORRECT.

~~SURVEYOR~~



WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE AUTHORIZED TO SIGN THIS PLAY AS OFFICERS OF THE CARIBOU ISLAND, INC., AND THAT UNDER THIS AUTHORITY, WE ACCEPT AND APPROVE THIS AMENDED PLAY.

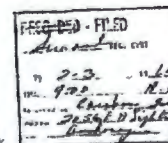
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


































KPB 2020-154V

Carl Wapner  
Ernest A. Strand

100' ROWIN

SEWARD  
Ct. No. 65-812



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## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce  
Borough Mayor

January 26, 2021

### **KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF DECISION**

#### **MEETING OF JANUARY 25, 2021**

RE: Vacate Essick Remote NW right of way south of intersection with Gene Smart Remote NW as dedicated on Caribou Island Amended, Plat SW-37. The right-of-way being vacated is 100 feet in width, unconstructed, and located within the North 1/2 of Section 25, Township 4 North, Range 7 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-154V. Petitioner: Michael R. Clements and Peggy Clements of Sterling, AK.

During their regularly scheduled meeting of January 25, 2021, the Kenai Peninsula Borough Planning Commission granted approval of the referenced right of way vacation based on the means of evaluating public necessity established by KPB 20.70.

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. The proposed vacation will be forwarded to the Borough Assembly. The Assembly shall have 30 calendar days from the date of approval January 25, 2021 in which to veto the Planning Commission decision. If the Planning Director receives no veto within the specified period, the Assembly shall be considered to have given consent to the vacation.

The approval is subject to:

1. Providing a 30 foot wide right of way dedication on the east side of Lot 7 to provide a lake access to Gene Smart right of way and continuing to Essick right of way.
2. Consent by KPB Assembly.
3. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
4. Grant utility easements requested by the utility providers.
5. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

Please contact the Borough Clerk's office (907-714-2160 or 1-800-478-4441 toll-free within the borough) for additional information.

Please contact the Kenai Peninsula Borough's Planning Department at (907) 714-2200 if you have any questions.

## Broyles, Randi

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**From:** Blankenship, Johni  
**Sent:** Thursday, February 4, 2021 7:02 AM  
**To:** Broyles, Randi  
**Subject:** Fwd: <EXTERNAL-SENDER>Caribou Island Easement Vacation request by Michael R. Clements and Peggy Clements

Sent from my iPhone

Begin forwarded message:

**From:** kmsb@gci.net  
**Date:** February 3, 2021 at 11:30:46 PM AKST  
**To:** "Blankenship, Johni" <JBlankenship@kpb.us>  
**Cc:** "Bjorkman, Jesse" <JBjorkman@kpb.us>, "Cox, Tyson" <tysoncox@kpb.us>, "Elam, Bill" <belam@kpb.us>, "Carpenter, Kenn" <KCarpenter@kpb.us>, "Hibbert, Brent" <bhibbert@kpb.us>, "Derkevorkian, Richard" <rderkevorkian@kpb.us>, "Johnson, Brent" <bjohnson@kpb.us>, "Chesley, Lane" <lchesley@kpb.us>, "Dunne, Willy" <WDunne@kpb.us>  
**Subject:** <EXTERNAL-SENDER>Caribou Island Easement Vacation request by Michael R. Clements and Peggy Clements

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Please enter the following into Public Comments

To: Kenai Peninsula Borough Assembly Members

This letter is written to voice my objection to the Caribou Island Easement Vacation approved by the Planning Commission on January 25, 2021. This decision appears to have been made by the Planning Commission with very limited notification and input from the majority of landowners who will be impacted. Many of us learned about this action only by word of mouth after the commission approved it; if all Caribou Island landowners had been notified, there would have certainly been more response and objections voiced. The Assembly should reverse this decision.

The 100' easement on either side of Caribou Island is the main approach to interior lots. There are special considerations that require larger easements and this is one. Easement access is imperative for everyday access and personal use, including boat mooring, transporting materials, food & water--all necessities for living must travel through these easements. If you review the plat and look at the number of interior lots, a 100' easement on both sides of the island along with the additional 30' easements is both realistic and reasonable. Boats require significant space to moor— easements represent the only space for interior lot owners to moor. This easement vacation benefits only the petitioners; it will make reaching interior lots difficult for many. Can you



imagine moving beams and other building materials over a rocky, steep and undeveloped access, then being required to make two 90 degree turns before reconnecting to the 100 foot easement up the hill? Property owners hiking in and carrying their belongings would also find this change difficult. It should be noted that the petitioners have only asked for the access point to be vacated, not the entire easement; again, this appears to be a way to add to and connect their personal property rather than a benefit to islanders as a whole. If encroachment onto their property at the access point is an issue, simply marking their corners and asking people to use the actual easement is an easy solution. Islanders are respectful of one another's property.

I have owned property on Caribou Island since 1978--to my knowledge the plat has not changed during this time. We all knew when we purchased our lots where our property lines were and where the easements were--the lines have been there for decades. My family has also purchased additional lots over the years and ours will be passed to future generations. We built an addition to our cabin, but we planned and kept it within our lot lines respecting the required setbacks. High water, waves and erosion have taken land from all of us on the waterfront; this does not mean we should be able to claim easements as our own. We do not have the right to make decisions this important and impactful for present and future interior lot owners. All of us use easements on the island at some point. This approval sets a dangerous precedence and must be reversed.

Caribou Island is a unique property and decisions regarding easements cannot be treated as they would be in the city or even most rural areas. Easements are vital access and connection points. The desires of the petitioners should not outweigh the needs of many present and future property owners. As Assembly Members, you can and should correct this action by not allowing the Planning Commission's decision to stand.

Sincerely,  
Sandra K. Bowen

## **Broyles, Randi**

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**From:** Blankenship, Johni  
**Sent:** Sunday, February 7, 2021 3:07 PM  
**To:** Broyles, Randi  
**Subject:** Fwd: <EXTERNAL-SENDER>Caribou Island easement change

Sent from my iPhone

Begin forwarded message:

**From:** Nile Ersland <nileersland@gmail.com>  
**Date:** February 7, 2021 at 12:13:49 PM AKST  
**To:** "Blankenship, Johni" <JBlankenship@kpb.us>  
**Subject:** <EXTERNAL-SENDER>**Caribou Island easement change**

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Dear assembly members.

My name is Nile Ersland. My wife Chris and I have been property owners on Caribou Island for 40 years.

We are both very opposed to any easement change on the island.

This particular change would be very harmful to any land owner of the interior lots.

The proposed easement would make boat landing and moorage dangerous for both boats and especially people. Anyone who has actually seen this location will know that it is very shallow and rocky. Access from there to the interior of the island would be up a very steep grade. Likely unusable by 4 wheelers. Transporting material inland would be extremely difficult, and again dangerous.

It is definitely in the best interest and safety of island property owners to dismiss this easement change.

Regards, Nile Ersland

--

Nile Ersland, DDS

----- Forwarded message -----

From: **Curt Smith** <[arncas@gmail.com](mailto:arncas@gmail.com)>

Date: Tue, Feb 2, 2021 at 1:54 PM

Subject: Vacated Easement on Caribou Island, Skilak Lake

To: <[assembly@kpb.us](mailto:assembly@kpb.us)>

I am forwarding this to the above address so it can be a part of the public record..

Curt Smith

Distinguished Planning Board members;

I hesitate to stick my nose into this affair given that the Clements are great folks and have been kind to me but unfortunately I do not agree with the proposed change as it will adversely affect many landowners on Caribou Island.

At first glance the proposal to relocate the existing 100' easement and reduce it to 30' wide seems somewhat reasonable other than trading 30' of beach front for 100' of beach front. I understand the owners desire to unite their two lots and add 70' of contiguous shoreline in exchange for 30 ' of shoreline to their property BUT the proposal is missing a key piece of information not apparent from the idealized platt map submitted.

Over 1/2 of the shoreline on Caribou Island Skilak Lake is too rocky for boats or float planes to safely come and go. The proposed new location besides being very narrow is in a place where a boat or float plane cannot safely land. Given that it is not allowed by the Kenai River authority to dredge the lake bottom or remove any rocks there is no way to make the proposed site suitable even if it were 100' wide like the current easement.



A shallow boulder strewn shelf extends over 100' out from the mean high water line (see photo and map). It is unsafe to land a boat or float plane along this shore which is why the current easement was placed where it is now located.

The shoreline cabin owners in this area seldom land a boat in front of their lots...they cannot. Only at very high water is it possible. Even then there are many large boulders under the water and many unsuspecting boaters have their lower units to these boulders.

At best high water is from July 15 to September 1st. Some years less. Most of the season the beachfront owners also use the easement not to mention all of the interior lot owners who have no other way to access their cabins except through the 100' easement. Moving the easement from its current location to the proposed unusable location and reducing its width will cut off access to their property for a great number of people and benefit only the owners requesting the change.

I wish I could offer an alternative suggestion. I know the shoreline quite well. I walk it daily when the water is low. There just is not a better place for it than where it is already located.

With respect,

Curt Smith  
Caribou Island LLC  
22974 Andy Anderson Way  
Caribou Island, Skilak Lake



## **Broyles, Randi**

---

**From:** Blankenship, Johni  
**Sent:** Saturday, February 6, 2021 6:19 PM  
**To:** Broyles, Randi  
**Subject:** Fwd: <EXTERNAL-SENDER>FW: Protest to vacation of 100 foot easement on Caribou Island, Skilak Lake

Sent from my iPhone

Begin forwarded message:

**From:** Russell Nogg <rnogg@gci.net>  
**Date:** February 6, 2021 at 12:33:49 PM AKST  
**To:** "Blankenship, Johni" <JBlankenship@kpb.us>  
**Subject:** <EXTERNAL-SENDER>FW: Protest to vacation of 100 foot easement on Caribou Island, Skilak Lake

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

**From:** Russell Nogg [mailto:rnogg@gci.net]  
**Sent:** Monday, February 1, 2021 7:55 PM  
**To:** 'tysoncox@kpb.us'  
**Subject:** FW: Protest to vacation of 100 foot easement on Caribou Island, Skilak Lake

**From:** Russell Nogg [<mailto:rnogg@gci.net>]  
**Sent:** Monday, February 1, 2021 5:49 PM  
**To:** 'bhibbert@kpb.us'; 'rderkevorkian@kpb.us'; 'jbjorkman@kpb.us'; 'ysoncox@kpb.us'; 'belam@kpb.us'; 'kcarpenter@kpb.us'; 'bjohnson@kpb.us'; 'lchesley@kpb.us'; 'wdunne@kpb.us'  
**Subject:** Protest to vacation of 100 foot easement on Caribou Island, Skilak Lake

Dear Assembly:

My wife, Jean Nogg, and I are over 41 year owners of land and cabins on Caribou Island, Skilak Lake.

We are respectfully requesting you veto the Borough Planning Commission's 1/25/21 decision granting the vacation of a portion of a 100 foot easement abutting the Lake's shore and replacing it with a 30' easement at the far east side of a lot situated east of the current right of way.

The current right of way historically has been used by Islanders like me and my wife as 1 of the 2 -100' easements in order to safely land a boat in rough weather, to tie up a boat in order to visit neighbors, to start a recreational hike or walk, or to use an ATV and/ or trailer for hauling items.

The proposed 30' easement is 70' narrower than the current 100' easement and provides space for only 3 boats at most, with a beach that can't be safely accessed unlike the current easement.

The proposed 30' easement is steep and dangerous to ATV riding, unlike the current easement. In the event of the need to evacuate someone from that part of the Island, it would in my opinion, put the evacuee and responders in greater peril.

A number of we Islanders are senior citizens and rely on safe access and egress.

I would like to suggest that this matter could be revisited after many of us are able to travel to the Island this period of Covid (and which is currently not possible because the Lake is not passable). We are unable to take pictures for the Planning Commission of the current easement and proposed easement until spring or when access by snow machine is safely possible. In any event it is unjust and inequitable to replace a 100' easement with a 30' easement that has inferior landing area and safe access.

The value of various lots because of marginal accessibility could adversely affect land values and Borough tax revenue and set a dangerous precedence.

A number of us just found out about the petition and hearing and therefore were not able to meaningfully participate to voice our concerns and objections.

Again we are respectfully requesting your veto of the Planning Commission's decision of 1/25/21.

Russell A. Nogg



## **Broyles, Randi**

---

**From:** Blankenship, Johni  
**Sent:** Saturday, February 6, 2021 6:18 PM  
**To:** Broyles, Randi  
**Subject:** Fwd: <EXTERNAL-SENDER>Caribou Island Vacate of ROW

Sent from my iPhone

Begin forwarded message:

**From:** Robert Klotz <taterskilak@gmail.com>  
**Date:** February 6, 2021 at 12:13:57 PM AKST  
**To:** "Blankenship, Johni" <JBlankenship@kpb.us>  
**Subject:** <EXTERNAL-SENDER>**Caribou Island Vacate of ROW**

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Dear Assembly Members,

I am a property owner on Caribou Island. I strongly object to the Planning Commission's decision to vacate a 100' easement and replace it with a 30' easement in a much less desirable place. My first reason is the new 30' easement is not large enough to accommodate the amount of boat parking. 3 boats maximum could be parked at one time. The easement provides access to dozens of lots. Secondly the quality of the beach is horrible for parking a boat unless the Kenai River is at almost flood stage. Thirdly the 30' easement goes up a very steep hill impossible for an ATV to navigate. Finally trading 100' of easement for 30' at face value seems unfair to the other property owners. How about giving us the original 100'?

Robert "Tater" Klotz Jr.

I own Lot 1, Block 12.

Additional information about this vacation. A new trail will have to be built on the new easement. I am not sure you can build a trail there. I know the lot well I sold Lot 7 Blk 3 to the current owners. The current trail was built by myself and one other person. We have put hundreds of man hours in developing this easement to assure there is plenty of room for people to park their 4-wheelers and have a turn around trail so that hauling supplies is easier.

## **Broyles, Randi**

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**From:** Blankenship, Johni  
**Sent:** Monday, February 8, 2021 7:31 AM  
**To:** Broyles, Randi  
**Subject:** Fwd: <EXTERNAL-SENDER>Proposed Easement Changes Caribou Island-Skilak Lake

Sent from my iPhone

Begin forwarded message:

**From:** jimbo@alaska.net  
**Date:** February 8, 2021 at 6:31:14 AM AKST  
**To:** G\_Notify\_AssemblyClerk <G\_Notify\_AssemblyClerk@kpb.us>  
**Subject:** <EXTERNAL-SENDER>Proposed Easement Changes Caribou Island-Skilak Lake

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Good Morning,

We, James and Lorraine Jones, own property immediately adjacent to easement changes proposed on Caribou Island by property owners Mike and Peggy Clements. We purchased our property five years ago and spent the majority of the 2019 and 2020 summer seasons on the island using boat moorings established by the previous owner along with moorings we personally installed. In that timeframe, we have not witnessed other property owners using said moorings nor observed freight and gear hauling activities along the existing easement. The scenic view frequently brings individuals walking the existing trails and shoreline (beach) during periods of low water. This area is situated on the windward side of the island affording no protection from heavy winds therefore, we do not feel easement location changes will bring increased traffic to the immediate area. We feel we would experience no negative impact should the KPB approve easement changes. Thank you.

James and Lorraine Jones

Dear Borough Assembly,

We have been residents of Caribou Island since 2004.

We are asking that you veto the Planning Commission decision made on January 25 regarding the below petition from Michael R. Clements and Peggy Clements:

**RE: Vacate Essick Remote NW right of way south of intersection with Gena Smart Remote NW as dedicated on Caribou Island Amended, Plat SW-37. The right-of-way being vacated is 100 feet in width, unconstructed, and located within the North 1/2 of Section 25, Township 4 North, Range 7 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-154V. Petitioner: Michael R. Clements and Peggy Clements of Sterling, AK.**

The Planning commission made the following decision:

*During their regularly scheduled meeting of January 25, 2021, the Kenai Peninsula Borough Planning Commission granted approval of the referenced right of way vacation based on the means of evaluating public necessity established by KPB 20.70.*

Our reasons for asking you to veto are the following:

1. The Clements state in their petition they want to move the right-of-way because residents of the island 'mistakenly use' part of their property when they use the right-of-way. This is something that happens all over the island, and other property owners have simply erected barriers that keep it from happening, rather than asking for property lines to change.
2. The Clements own several lots on the island. It appears they want to move the right-of-way so all their lots are together; this isn't a legitimate reason to do something that will affect everyone who accesses that right-of-way.
3. If the right-of-way is moved, who is going to be responsible to cut down trees and lessen the steep grade of the new trail to make it accessible?
4. The area of the beach of the proposed right-of-way is very shallow and rocky, making it impossible to anchor boats.
5. The Clements claim they have talked to other people on the island regarding their petition, but no one I've talked to had heard anything about this petition. We were not sent any notice of this before the Planning Commission met on 1/25.
6. The Clements want to vacate a 100-foot right-of-way between two of their lots, and move it to the other side of one of their lots, but only make it a 30-foot right-of-way, which means they gain 70 feet of lake front property and pay nothing for it. They even say in their petition that they want to leave enough room to build another cabin for family and friends.
7. The Clements claim there are five right-of-ways on the south side of the island. There are actually only 3 on the south side, and the one they want to move is the only right-of-way with established trails. There are a total of six right-of-ways on the island, but only two with

established trails, one on the north and the one in question on the south. Without established trails, island residents cannot move their gear from their boats to their cabins by four-wheeler.

8. The lots we own are in the middle of the island and we access our lots from the right-of-way on the north side, so this doesn't really affect us, but if the Planning Commission's decision stands, they have now set a precedent that says island residents can petition to change right-of-ways to benefit only themselves, and more residents will start petitioning to do so.

Again, we would ask you to veto the Planning Commission's decision to grant the Clements' petition.

I think it's also important that you know that the residents of the island are aware that Peggy Clement actually works FOR the Planning Department as Platting Technician, which seems to us a drastic conflict of interest. I called the Planning Commission office and was transferred TO Peggy. I'm not going to talk to her about her own petition. That's very bad public relations on the part of the Planning Department.

If you would like to further discuss this, you can reach us at 805-801-8055.

Respectfully submitted,

Gary and Jill Leiter



Mike Clements  
38260 Panoramic Drive  
Sterling, AK 99672

Owner/Petitioner Essick REM Right of Way Vacation  
Lots 1,2,3 Block 6, Lot 7 Block 3 and Lot 12 Block 4, Caribou Island Sub Amended  
SW-37.

Dear Assembly;

I'd like to start by thanking the assembly for listening to my concerns and proposals for the vacation.

I have attached our record of survey, please look at the record of survey that we have provided for you. Notice on our west line between lots one and two we have lost 92.25 feet, due to natural and man-made erosion.

On the East End of our property we have lost 89.65 feet of length do mainly to the misconception of where the easement actually is, plus if you add the 50 foot habitat protection zone that starts at the open high water (OHW) that even decreases the allowable area for building to almost a point where we can't.

If you look at the picture that we supplied, you'll see that the easement which it's hard to see the orange surveyors tape that I have placed on the easement boundaries, and that the shoreline is inaccessible due to a vertical step up of 2 feet. So that makes the people using the easement want to come around to the area that has been destroyed on my property and utilize that due to convenience.

I've had many instances where people are trespassing on the entire length of my property and two instances stand out Mr. Moose who has recently purchased lake front property to the east of us and is five parcels down the lake from me. Dan Moose had instructed some of his guests to moor their boat on my moorings and trespass through my property on multiple occasions without my notification or permission.

My neighbor next to me confronted them and told them that they were on private property and private moorings.

They said they were instructed to do so by Mr. Moose. I contacted Mr. Moose and told him, I didn't appreciate people that I don't know parking their boat and moving through my property.

His response too that was, "he considered them trustworthy".

So the next thing I asked Mr. Moose was, what if I come in on my boat and they're on my moorings preventing me from a safe landing?

His response to me was, "well just walk on down to my property get someone and we'll move our boat".

That was not the answer I was looking for, I think what he should've said was, I'm sorry and it won't happen again.

Another instance that happened a realtor came and installed a for sale sign in the center of our lot three on the west end, that sign was screwed to one of our manicured trees and they could clearly see that the area has been cleaned up, grass mowed and visible to be private property.

The Donald E. Gillman River Center prohibits the use of permanent private property signage in the habitat protection zone to establish where our property corners are. When you look at that picture of the barge, you'll see that it's pulled up to our back property line and our property boundaries encompass the entire barge which I do not own.

The barge sits there all year long and sometimes cannot be moved until late in July when the water is high enough for it to float again, people have a misconception of where the easement is.

I'd also like to add that I am an Alaska State Certified Erosion and Sediment Control Lead for nine years and I see what kind of damage can happen when we have erosion and sediment discharges into United States Waters.

It is my duty to try and install the best management practices to stop this from happening, this is why we payed particular attention to where our proposed area would be and the best solution for access, so not to cause additional erosion and sediment discharges.

I discussed it extensively with our neighbor, Jim and Lori Jones, were the proposed 30 foot easement was going to be located adjacent to their property and they both agreed that was the best possible solution.

There is no step up in the embankment, it has a smooth gravel transition into the vegetative area and a trail is already established there.

In conclusion I would like to say that I wish the people of the island if they were concerned about what was going on, they should've contacted me, and I would've been happy to produce my record of survey and show them exactly where those property lines are so it becomes clear that everybody is trespassing.

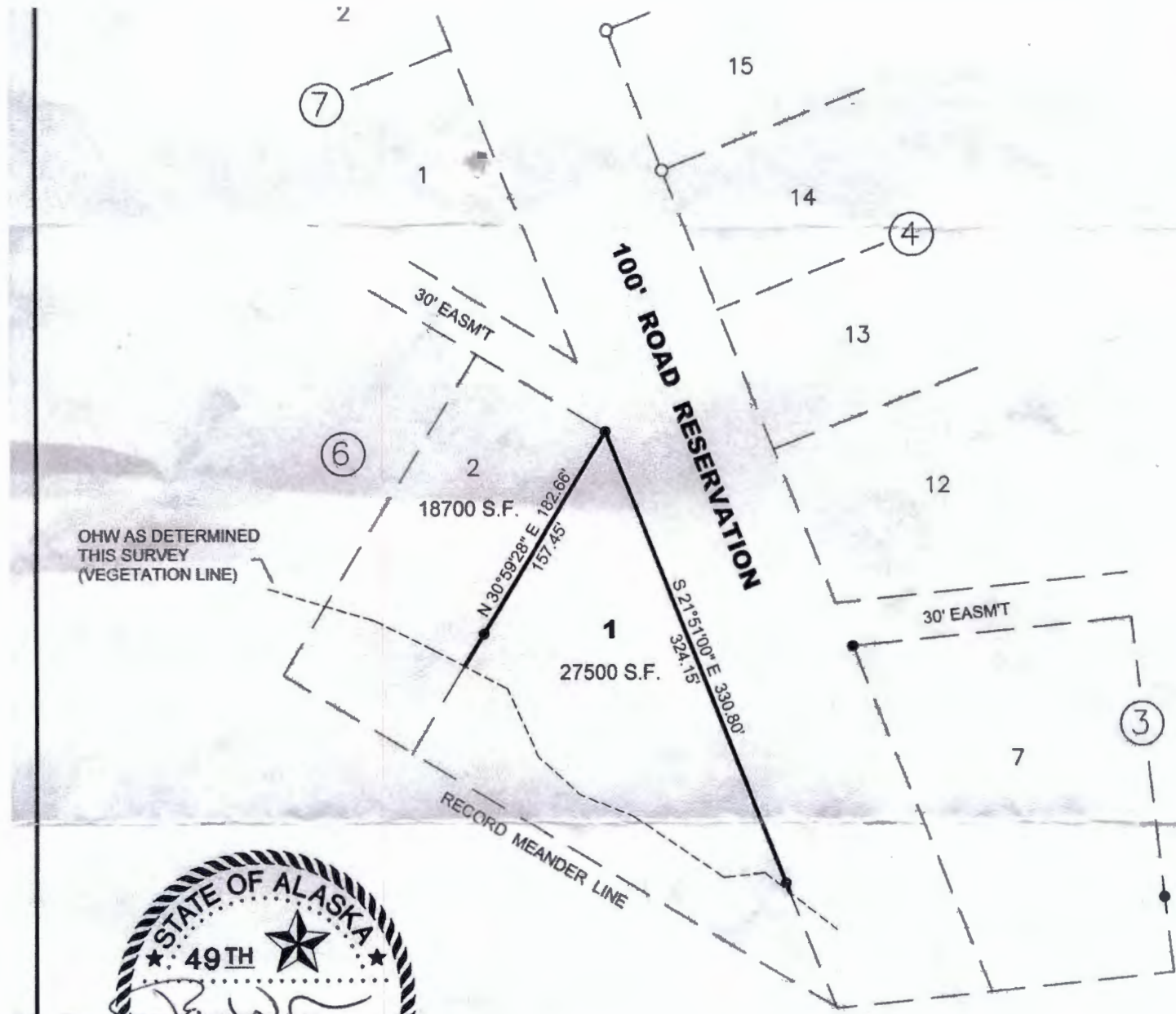
And causing extensive damage to my property that will surely cost a lot in labor to rebuild.

Respectfully submitted,

Mike Clements







This is a survey of Lot 1, Block 6 - Caribou Island Subdivision. This does not constitute a subdivision as defined by A.S. 40.15.190(2).

## RECORD OF SURVEY

LOT 1, BLOCK 6 - CARIBOU ISLAND  
SUBDIVISION. ( SW 0000037 )

SECTION 25, T4N, R7W, SM, AK

- FD 1/2" REBAR/CAP
- FD 1/2" REBAR
- ⊙ FD 5/8" REBAR/CAP



Scale: 1" = 100'

Job No.: 16Caribo

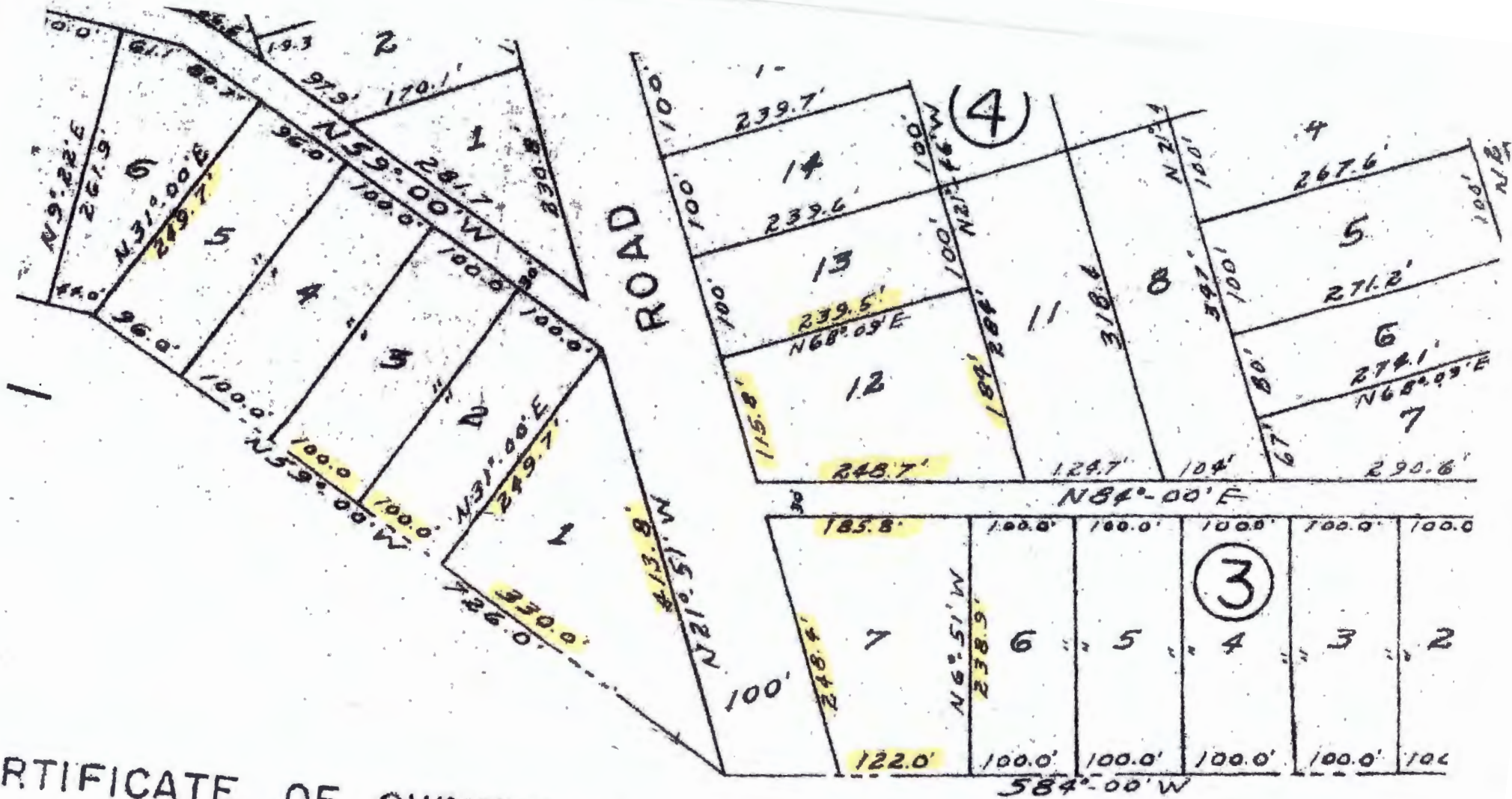
Date: 11/14/2014

Revised:

WHITFORD SURVEYING

PO Box 4032  
Soldotna, AK 99669  
(907) 308 6705



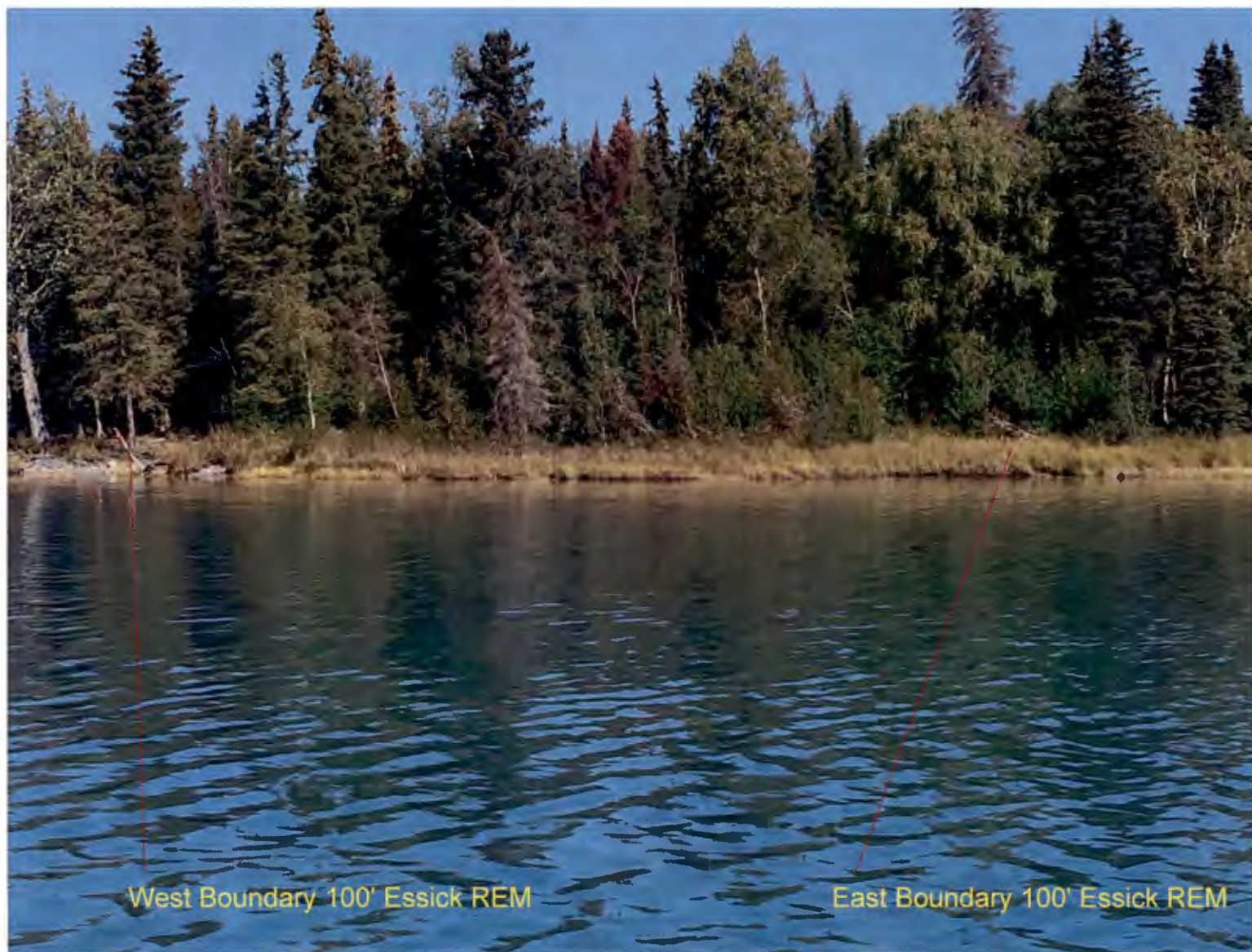


**CERTIFICATE OF OWNERSHIP**  
 SIGNED, HEREBY CERTIFY THAT WE ARE AUTHORIZED  
 PLAT AS OFFICERS OF THE CARIBOU ISLAND, INC.,  
 UNDER THIS AUTHORITY, WE ACCEPT AND APPROVE THIS

**SEWARD**  
 Serial No. 65-8

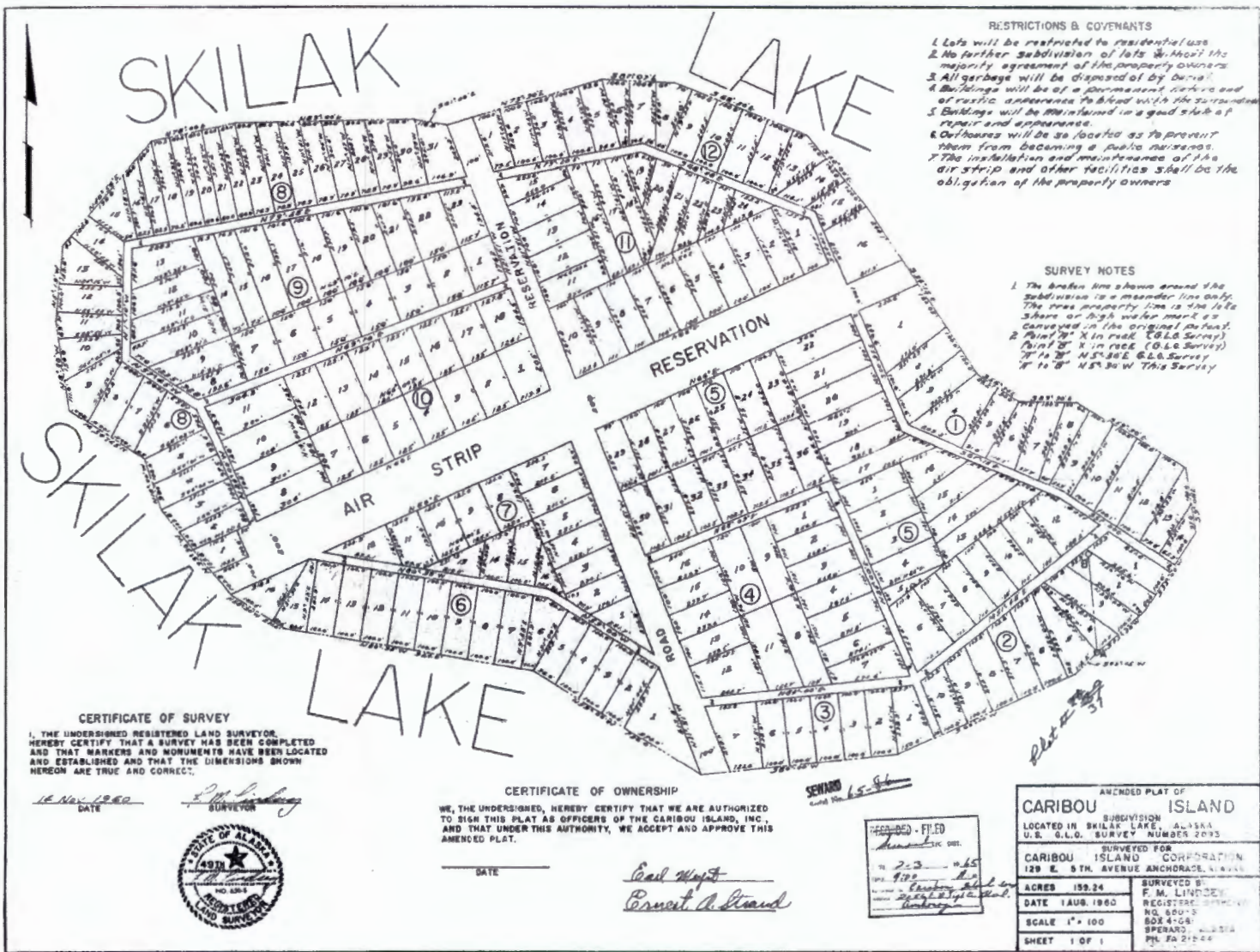












- RESTRICTIONS & COVENANTS
1. Lots will be restricted to residential use.
  2. No further subdivision of lots without the majority agreement of the property owners.
  3. All garbage will be disposed of by burial.
  4. Buildings will be of a permanent nature and of rustic appearance to blend with the surrounding area.
  5. Buildings will be maintained in a good state of repair and appearance.
  6. Outhouses will be so located as to prevent them from becoming a public nuisance.
  7. The installation and maintenance of the air strip and other facilities shall be the obligation of the property owners.

- SURVEY NOTES
1. The broken line shown around the subdivision is a meander line only. The true property line is the 1/2 mile shore or high water mark as conveyed in the original patent.
  2. Point 11' in red (G.L.S. Survey).
  3. Point 11' in red (G.L.S. Survey).
  4. 7' to 8' N 5° 36' E G.L.S. Survey.
  5. 7' to 8' N 5° 36' W This Survey.

CERTIFICATE OF SURVEY  
I, THE UNDERSIGNED REGISTERED LAND SURVEYOR,  
HEREBY CERTIFY THAT A SURVEY HAS BEEN COMPLETED  
AND THAT MARKERS AND MONUMENTS HAVE BEEN LOCATED  
AND ESTABLISHED AND THAT THE DIMENSIONS SHOWN  
HEREON ARE TRUE AND CORRECT.

16 Nov 1960  
DATE  
F. M. Lindzey  
SURVEYOR



CERTIFICATE OF OWNERSHIP  
WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE AUTHORIZED  
TO SIGN THIS PLAT AS OFFICERS OF THE CARIBOU ISLAND, INC.,  
AND THAT UNDER THIS AUTHORITY, WE ACCEPT AND APPROVE THIS  
ANNEXED PLAT.

DATE  
Earl M. Mott  
President, Caribou Island, Inc.  
Ernest A. Strand

SEWARD  
Circuit No. 65-86

RECORDED - FILED  
JAN 10 1961  
FBI  
Alaska  
Seward  
Circuit No. 65-86

ANNEXED PLAT OF	
CARIBOU ISLAND	
LOCATED IN SKILAK LAKE, ALASKA	
U.S. G.L.S. SURVEY NUMBER 2093	
SURVEYED FOR	
CARIBOU ISLAND CORPORATION	
129 E. 9TH AVENUE ANCHORAGE, ALASKA	
ACRES 159.24	SURVEYED BY
DATE 1 AUG. 1960	F. M. LINDZEY
SCALE 1" = 100'	REGISTERED PROFESSIONAL
SHEET 1 OF 1	NO. 600-2
	BOX 4-C-2
	SPEARHEAD, ALASKA
	PL. 24 212-44



Peggy Clements  
38260 Panoramic Drive  
Sterling, AK 99672

Owner/Petitioner Essick REM Right of Way Vacation  
Lots 1,2,3 Block 6, Lot 7 Block 3 and Lot 12 Block 4, Caribou Island Sub Amended  
SW-37.

Dear Assembly;

Thank you for your time and opportunity to comment in regards to our vacation request.

We had received approval from the Planning Commission on their January 25, 2021 meeting, 8 yaks and 3 nays.

The commission asked questions of us as well as the two land owners that were present (both owners of lakefront lots and next to a 30' right of way). I feel the commissioners were very thorough in the 45 minutes the meeting lasted.

Our comment to you for approving the Planning Commissions decision as follows;

Before we decided to petition for this right of way vacation, we discussed it for months as well as walking our property for the best location for a better dedicated right of way area for public to use.

We contacted our nearest neighbors and discussed with them what we have planned. We are not wanting to disrupt their normal ways of accessing their lots (and it was understood that this will prevent future interior property owners from trampling our private property shoreline and creating further erosion). We requested The Donald E. Gilman River Center to prepare a letter (attached hereto) so we know of the restoration process and if anyone wants to develop the newly dedicated 30' right of way any further, that we could inform them of this information so not to destroy the habitat protection area, as well for our own knowledge as we do want to develop the right of way more at the north boundary (not within the habitat protection area, but more to widen the sloping area there).

We did not contact the entire island as we felt the majority lot owners have access to their lakefront lots as well as 3 100' right of ways and 2 30' right of ways and would not be concerned with our reroute plans.

We determined our lot 7 block 3 was perfect. We cleaned up the area and see that the whole 30' we want to dedicate is cleared and easily accessible for others wanting to use it. We have rode our ATV all the way to connect with Gene Smart REM NW. We plan on this spring (if not veto'd) to develop the right of way more at the north boundary of our lot 7 so that if hauling a trailer, a turn onto Gene Smart REM NW would be an easy maneuver.

We have been made aware from other lot owners that they have been called and asked to go against our plans as we only want to obtain the remaining vacated right away so we can build on this and sell it for financial gain.

This was surprising to us, why would lakefront lot owners that have access to their lots and that have never used the Essick REM NW right away have negative comments?

They never called us to ask for our thoughts before making a rash decision assuming we are greedy individuals.

To point out to the assembly, we have not heard from anyone making negative comments that live in the interior of the island.

We have owned here since 2004 and to hear untrue comments from lakefront owners is truly disheartening and ask, how would the vacation affect them?

We feel they have no concern of the habitat protection area or our private property being destroyed and the need to restore and prevent further erosion and misuse.

We love our property and never plan to sell it, in fact we enjoy seeing the moose swim over to the island every May to birth calves, watch the rock nesting birds as well as waterfowl, we have seen seals in the lake chasing the salmon that come up the Kenai River to spawn here. We want these properties to stay with our family for generations to inherit and enjoy.

To answer the question for safe haven, we will never deny anyone safe haven but with that said, Skilak Lake and the glacier there creates its own weather pattern and storms can kick up at any moment and the winds can blow from any direction. We have had to seek safe haven and moved our boat to the west side of the island for safety from the shallow area creating waves in front of our property when the wind blows.

Respectfully submitted,

Peggy Clements





## Donald E. Gilman River Center

514 Funny River Road, Soldotna, Alaska 99669 • (907) 714-2460 • (907) 260-5992 Fax

*A Division of the Planning Department*

Charlie Pierce  
Borough Mayor

February 4, 2021

Michael and Peggy Clements  
PO Box 4133  
Soldotna, AK 99669

### **RE: Lots 1 & 2 Block 6, and Lot 7 Block 3 Caribou Island Subdivision Amended**

Dear Mr. and Mrs. Clements:

The River Center was asked to provide comment regarding permitting requirements for proposed bank restoration projects on the above-referenced parcels, located on Caribou Island. Caribou Island is located in Skilak Lake, which lies within the flowing waters of the Kenai River. These waters are managed and permitted through several agencies at the River Center: Kenai Peninsula Borough (KPB), Alaska Division of Natural Resources (DNR), and the Alaska Department of Fish and Game (ADFG).

KPB Chapter 21.18 regulates certain activities on all lands within 50 feet of Ordinary High Water (OHW), which is determined by measuring landward from the existing vegetation line. This area is referred to as the Habitat Protection District (HPD), and this letter outlines requirements within the HPD.

#### **General Requirements:**

KPB 21.18.065(A): Natural vegetation on land abutting lakes and streams protects scenic beauty, controls erosion, provides fish and wildlife habitat, moderates temperature, stabilizes the banks, and reduces the flow of effluents and nutrients from the shoreland into the water. Vegetation removal and land disturbing activities within the HPD are prohibited.

- Activities within the HPD not requiring a permit include: routine maintenance of prior existing ornamental landscape features, pruning, weeding, planting of native vegetation, removal of **downed** trees, pruning up to 25% of the living grown of trees and woody shrub.
- A Minor Vegetation Permit (MVP) is required for the removal of any tree within the HPD. Property owners are required to plant two (2) native trees/shrubs within the HPD for every one (1) tree removed.
- A Multi-Agency Permit (MAP) is required for the placement of any material (gravel) and or structures (platforms) within the HPD.

**Proposed Development Requirements:**

**Lot 1 Block 6 - KPB Parcel #135-042-14**

- No permit would be required to restore a prior-existing access pathway that has eroded along the shoreline.

**Lot 7, Block 3 – KPB Parcel #135-055-01**

- A MAP would be required to widen the existing access path or install a new access path along the proposed easement, and an MVP would be required for the removal of any trees.

**Existing 100-foot platted easement (Essick Rem.)**

- A MAP would be required to create an access path through the existing easement between Lots 1 and 7, and an MVP would be required for the removal of any trees.

Please contact the River Center if you have any questions regarding these requirements. I can be reached at (907) 714-2468 or [slopez@kpb.us](mailto:slopez@kpb.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'Samantha Lopez', with a stylized flourish at the end.

Samantha Lopez, CFM  
Acting River Center Manager  
Donald E. Gilman River Center  
Kenai Peninsula Borough  
907-714-2468

## **Broyles, Randi**

---

**From:** Blankenship, Johni  
**Sent:** Monday, February 8, 2021 1:22 PM  
**To:** Broyles, Randi  
**Subject:** FW: <EXTERNAL-SENDER>2-8-21 KPB Public Record and Assembly Members"Vacated Easement on Caribou Island, Skilak Lake 2521" - VETO

-----Original Message-----

From: bigwavedave@alaska.net <bigwavedave@alaska.net>  
Sent: Monday, February 8, 2021 1:01 PM  
To: Blankenship, Johni <JBlankenship@kpb.us>; G\_Notify\_AssemblyClerk <G\_Notify\_AssemblyClerk@kpb.us>  
Cc: David Merrigan <bigwavedave@alaska.net>  
Subject: <EXTERNAL-SENDER>2-8-21 KPB Public Record and Assembly Members"Vacated Easement on Caribou Island, Skilak Lake 2521" - VETO

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

To be submitted to the KPB Public Record and each and all KPB Assembly Members.

Please read the two updated documents below as they both contain separate and important details and information pertaining to KPB Planning Commission's Decision to "Vacated Easement on Caribou Island, Skilak Lake 2521 "

1st note !

Dear Assembly Member

VETO "Vacated Easement on Caribou Island, Skilak Lake 2521"

>

> I am a 20 year plus property owner on Caribou Island on Skilak Lake.

> I am very disappointed to here of the Planning Commission's decision to vacate a The Traditional 100' easement and replace it with a 30' easement in a questionable location.

> I also question the fairness of having 100 ft of easement land taken away from all land owners and only 30 ft replaced as fair compensation for the interests of one land owner.

> I am very familiar with the areas in question.

> The new Proposed 30 ft site, simply put, is not safely approachable by boat. It is shallow and has many large rocks making access near impossible. The proposed new 30 ft easement will traverse thru a muddy low lying area terminating at the base of a steep embankment leading abruptly up 10-15 ft in elevation to the required easement currently carved precariously into the hillside above. The hillside then continues sharply up and into private property above the projected easements intersection. This may make for an extremely difficult transition to transport goods and materials, especially to those with lower physical capabilities and the elderly.

> While the proposed 30 ft site may seem in close proximity to the existing Traditional 100 ft Easement on Caribou Island, given the potential severity of weather and varying lake bottom terrain, even a mere 20 ft of distance on the waterfront can make a drastic difference in the ability and safety of land owners to navigate a boat to the shoreline on much of Caribou Island.



> All Caribou Island land owners share in the ownership of all the island easements, this is extremely important when you consider that these easements are vital to all landowners and their FUTURE GENERATIONS capability to safely access the island and easily transport goods, materials, families and friends to their properties safely.

> The existing Traditional 100 ft Easement assures us as landowners that we and our future generations will have these same capabilities.

> As all easements are communal properties of all Caribou Island property owners we all own an interest this easement property, putting all island property owners inside the boroughs required contact boundary regions for this action, however I am aware of only six attempts to contact all of the easement property owners.

> This may explain why islands property owners I have been contacted by have expressed the feeling of being blindsided.

> The reality of our situation is that back in the day (1960) this undeveloped island was plated out with paper and pencil on some remote desktop without the benefit of being onsite or the knowledge of the true lay of the land.

> Of all their platted easements leading to the lake for intended boat access, only both ends of this Traditional 100 ft Easement in question would in reality prove to provide the safe access for all land owners and emergency services which may be required to safely access the island with a boat.

> Unfortunately the lay of the land and lake bottom prohibit the other dedicated lake access easements from from functioning as intended.

I am sure this was not their intention, but it is the result we must live with on Caribou Island.

>

This proposal has come to our attention only after the planning committee had already approved it and with less than the 30 day time limit remaining, for the possibility of a veto.

> Given the severe restrictions that Covid has put on all of us (especially the elderly owners) along with the the fact that the Skilak Lake is not passable this time of year, prohibits prudent on site inspection of the situation.

> For the health and safety of the land owners of Caribou Islands young, old and future generations, I am forced to ask you to VETO this action.

>

> We should revisit this situation in the early summer with Mike and Peggy Clements of Sterling AK, giving them an opportunity to voice their concerns, when we can truly see the ground in question in advance of any action taken, an opportunity which was not afforded the countless families which will be impacted by this action if not vetoed by you in a timely fashion.

Please contact me if I can help you in any way.

>

> I truly believe there is a better solution, VETO this action and give

> all impacted the chance to walk our ground to review this situation.

>

> Thank you

> David Merrigan

> 907 382 0007

> bigwavedave@alaska.net

2nd note, new information !

Dear Assemble Member

> VETO - Vacated Easement on Caribou Island, Skilak Lake 2521

>

> I took it upon myself to initiate contact with Mike and Peggy Clements.

> I felt compelled to try and end the unhealthy lack of communication surrounding this proposal process.

>

> I reached out to Mike and he did phone me back.

> I ask him to explain what the proposal to vacate the 100 ft easement was all about.



> I listened to him carefully for over 40 minutes and I ask many questions.

> In the end I felt we had a friendly conversation which is exactly what I expected from the Mike Clements I have come to know and like over the years.

Mike told me that the 100 ft easement was on his property and that he has lost land.

I could not grasp were Mike was trying to explain this 100 ft easement encroachment on his property has taken place.

> Mike spoke of a high water marker he has installed and about vegetation growing up through the lake in front of his properties. Mike also made referenced to some spot on the back of one of the lots.

He said he was unhappy about a new open moose hunting season bringing boats and hunters to the far shore of the lake across from his properties and the increased lake traffic in general.

Mike also told me of an incident in which a crew, working on a cabin east of him tied up to his boat mooring in the lake in front of his cabin, a lot or two west of the 100 ft easement with out his consent then used his property to access to the island.

Mike also told me he has already given verbal consent to (Mike Kerr) the the owner of an 8 ft. Wide barge, presently parked partially in front of the 100 ft easement, and partially in front of Lot 1 Block 6 owned by Mike and Peggy Clements, permission to remain parked in perpetuity, after Mike and Peggy acquire the 100 ft easement.

Mike told me he is prepared to put this agreement in a written document for Mr. Kerr after their Vacate Proposal passes approval and they acquire the area.

Mike also told me that he has offered a similar proposal of continued usage to (Jim Jones) the owner of the property (Lot 6 Block 3) adjoining the east side of the proposed new 30 ft easement.

I must admit that I came away from our conversation with no true understanding of where the easement could actually be on his property or just how it has caused land loss.

>

> I had knowledge of a land survey which was done by the previous owner and Mike and Peggy Clements when the Clements purchased the parcel of land (Lot 7 Block 3) containing the proposed 30 ft section and I believe the survey included the Traditional 100 ft Easement at the location in question.

> I phoned the previous land owner. He said he was on site at the time the actual survey took place and the easement was fine.

> I phoned him after talking to Mike and made sure my reckoning was correct.

>

> I know the area very well having used the 100 ft easement at this location many times (hundreds and more through out the years before and during my 20 years of ownership) to visit the previous owner at his cabin on one of his three waterfront lots, one abutting the east boundary of the 100 ft easement and two continuing east along the waterfront (all 3 lots are low, wet and muddy through out the year).

> Many times I walked gingerly through the exact lot containing the proposed 30 ft area to access his cabin, because boat access to the beaches in front of this area east of the 100 ft easement was not a viable option.

> With all this experience in mind I racked my brain into a restless sleep in an attempt to decipher what may have been happening to Mike and Peggy's land.

>

>The next day after more contemplation, it hit me like a ton of bricks.

I believe Mike was referring to some land (now under water) shown on the original plat map (1 Aug 1960) of Caribou Island in front of his properties and in front of the 100 ft easement, which the Lake and Mother Nature have reclaimed over these many years. Leaving only rocks and sparse vegetation remaining, partially under water along the shoreline of the lake.

The date on the original plat map is difficult to read and a lot of time has passed since then.-1 Aug 1960 -.

>

I also own shoreline on the lake which varies from that shown on the original plat map, as does every other waterfront landowner on the Island that I have ever talked to.

If this is the issue with Mike and Peggy, all Caribou Island waterfront owners share their frustration of this naturally accruing situation.

> While it may not be a positive part of waterfront ownership, it should be accepted with grace and humility, as it is the potential price we all must pay for living on Alaska's Amazing Wild Waters.

>

> Traditionally this location on the 100 ft easement has provided Island owners with abilities to safely bring their families, goods and the building materials necessary to sustain life and safety to their island.

> It is certainly is not fair to expect All Landowners to sacrifice their interests in this Traditional 100 ft Easement, in exchange for a much narrower 30 ft of unproven ground and shoreline, for the expressed interests of only one land owner, because they may be unable to accept what Mother Nature has been doing, and will continue to do, since the beginning of time.

>

> This is not the first time I have witnessed this frustration lead to unreasonable expectations.

> Usually when given time and understanding, acceptance of this reality is achieved.

>

> Please VETO Vacated Easement on Caribou Island, Skilak Lake 2521

>

> Thank you

> David Merrigan

> bigwavedave@alaska.net

> 907 382 0007

> Please feel free to contact me if I can provide any further clarity or information.

To - Kenai Borough Assembly

Dear Sirs or Madame

I am writing in opposition to the proposed vacating of the long standing 100 foot public ROW access on Caribou Island in exchange for a small 30 foot right of way on unsuitable ground.

1. The proposal has no merit as it only benefits one person at the detriment of all other property owners on Caribou Island.
2. Every inland lot holder on Caribou Island has only 2 workable access points to land and moor their boats. At present the North Western access is often at or above capacity and in-holders have had to rely on the generosity of lakefront owners to land and store their boats. The South Eastern access (in question ) also has congestion issues with moored boats but has the benefit of a flat lakefront that can be used to hold multiple boats on shore. The proposal would destroy those benefits and limit the ability for all non-lakefront owners to use and enjoy their property.
3. By reducing the eastern access by 70% the borough would be limiting the use/enjoyment of all interior lot owners and in particular those on the eastern half. All other public access points on the Eastern side are essentially unusable due to terrain . The financial impact on the landowners would be significant and the responsibility of the Borough if approved. The Borough would also be converting the value of 70% of a waterfront lot from the Island Community to an individual.
4. The very concept of a 30 foot easement to support access for 30 or 40 lots is incredulous, while the island does not currently house many in-holders the 100 foot easement is barely adequate presently and future use would become a nightmare.
5. The borough would also be creating a safety issue. With such a small access point, one has only to imagine a 20 foot boat trying to land on a 30 foot piece of lakefront in 50 MPH winds and 4 ft waves (which are common on Skilak). Said boat would block to entire landing and preclude any other boats from seeking shelter.
6. People affected by the proposed change where not notified. Often only adjacent lot owners are affected and need to be notified, however that is not the case in this instance, the current proposal affects every lot owner on the Island and to proceed each and every one should be notified and have input on the proposed change before proceeding.
7. The arguments regarding set backs and erosion are without merit, a person is responsible for knowing the limitations of each lot prior to purchase and everyone has the same erosion problems with storms and other boats.

In summary

There is no valid economic, ecologic or social reason for the proposed change, it serves to benefit one at the expense and safety of all others, it amounts to conversion of public assets to private ownership, it must be rejected.

Sincerely

Craig Walcott  
35555 Spur Hwy #140  
Soldotna AK 99669

eComment  
Petition to Vacate – Caribou Island

**Jill Leiter**

Location:

Submitted At: 12:17pm 02-13-21

Dear Borough Assembly,

We have been residents of Caribou Island since 2004.

We are asking that you veto the Planning Commission decision made on January 25 regarding the below petition from Michael R. Clements and Peggy Clements:

The Planning commission made the following decision:

Our reasons for asking you to veto are the following:

1. The Clements state in their petition they want to move the right-of-way because residents of the island 'mistakenly use' part of their property when they use the right-of-way. This is something that happens all over the island, and other property owners have simply erected barriers that keep it from happening, rather than asking for property lines to change.
  2. The Clements own several lots on the island. It appears they want to move the right-of-way so all their lots are together; this isn't a legitimate reason to do something that will affect everyone who accesses that right-of-way.
  3. If the right-of-way is moved, who is going to be responsible to cut down trees and lessen the steep grade of the new trail to make it accessible?
  4. The area of the beach of the proposed right-of-way is very shallow and rocky, making it impossible to anchor boats.
  5. The Clements claim they have talked to other people on the island regarding their petition, but no one I've talked to had heard anything about this petition. We were not sent any notice of this before the Planning Commission met on 1/25.
  6. The Clements want to vacate a 100-foot right-of-way between two of their lots, and move it to the other side of one of their lots, but only make it a 30-foot right-of-way, which means they gain 70 feet of lake front property and pay nothing for it. They even say in their petition that they want to leave enough room to build another cabin for family and friends.
  7. The Clements claim there are five right-of-ways on the south side of the island. There are actually only 3 on the south side, and the one they want to move is the only right-of-way with established trails. There are a total of six right-of-ways on the island, but only two with established trails, one on the north and the one in question on the south. Without established trails, island residents cannot move their gear from their boats to their cabins by fourwheeler.
  8. The lots we own are in the middle of the island and we access our lots from the right-of-way on the north side, so this doesn't really affect us, but if the Planning Commission's decision stands, they have now set a precedent that says island residents can petition to change right-of-ways to benefit only themselves, and more residents will start petitioning to do so.
- Again, we would ask you to veto the Planning Commission's decision to grant the Clements' petition.

I think it's also important that you know that the residents of the island are aware that Peggy Clement actually works FOR the Planning Department as Platting Technician, which seems to us a drastic conflict of interest. I called the Planning Commission office and was transferred TO Peggy. I'm not going to talk to her about her own petition. That's very bad public relations on the part of the Planning Department.


If you would like to further discuss this, you can reach us at 805-801-8055.

Respectfully submitted,  
Gary and Jill Leiter

Kenai Peninsula Borough  
Office of the Borough Mayor

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**MAYOR'S REPORT TO THE ASSEMBLY**

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly  
**FROM:** Charlie Pierce, Kenai Peninsula Borough Mayor   
**DATE:** February 16, 2021

---

Assembly Request / Response

None

Agreements and Contracts

- a. Sole Source: Laerdal Medical Corporation SimJunior Patient Simulator

Other

- a. Capital Project Reports – December 31, 2020



# Kenai Peninsula Borough

## Nikiski Fire Department

### MEMORANDUM

**TO:** Charlie Pierce, Borough Mayor

**THRU:** John D. Hedges, Purchasing & Contracting *JH*

**THRU:** Bryan Crisp, NFSA Chief *JBC*

**FROM:** Harrison Deveer, Senior Captain, EMS *HD*

**DATE:** February 1, 2021

**RE:** Laerdal SimJunior Patient Simulator

Pediatric emergencies are amongst the most stressful and challenging calls for EMS providers across the all EMS agencies. Pediatric emergencies are classified as low-frequency, high-acuity emergencies and as such the best way to prepare for these emergencies is by frequent training to ensure that our EMS providers are ready and prepared to handle these low frequency emergencies.

The SimJunior® is an interactive pediatric simulator, designed by Laerdal with the American Academy of Pediatrics to meet the education and training needs of our EMS providers. The SimJunior will also allow our providers to focus on a broad range of pediatric skills in order to gain exposure and practical experience of life-threatening pediatric problems.

Laerdal Medical Corporation as far as I am aware of is the sole manufacturer of the SimJunior patient simulator, associated accessories, warranties and services.

The total cost including free shipping is \$15,999. Please see the attached quote. Thanks

Approved: \_\_\_\_\_

*CP*  
Charlie Pierce  
Mayor

2/1/2021

\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>206.5110.0000.48515</u>	
Amount <u>\$15,999.00</u>	
By: <u>PP</u> <u>BA</u>	Date: <u>2/1/2021</u>
NOTES: Free Shipping if ordered before February 28 <sup>th</sup> .	
FINANCE NOTES:	



**Laerdal®**  
helping save lives

Laerdal Medical Corporation  
167 Myers Corners Road  
Wappingers Falls, NY 12590  
Phone Order To: 877-LAERDAL  
Fax Order To: (800) 227-1143  
customerservice@laerdal.com

**CLIENT EXECUTIVE**  
Clint Bodily  
clint.bodily@laerdal.com

*To prevent any delays in processing your purchase, please include your quote # when ordering.*

**DATE:** 1/20/2021  
**ATTN:** Harrison Deveer  
+19077766407  
hdeveer@kpb.us

**QUOTE NUMBER:** Q-412291  
**CREDIT TERMS:** 30 days  
**EXPIRATION DATE:** 2/28/2021

**BILL TO:** 00104236  
NIKISKI FIRE DEPARTMENT  
P O BOX 8508  
NIKISKI AK 99635

**DISCOUNTS AND FREE SHIPPING VALID IF PURCHASED BY FEBRUARY 28, 2021.**

**SimJunior**

QTY	PRODUCT	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	232-05050	SimJunior Light Includes SimJunior Manikin, Blood Pressure Cuff, Consumables, Clothing, Carry Case, 1 Year Manufacturer's Warranty.	\$15,650.00	\$14,106.16	\$14,106.16
1	400-09201	Tablet For use as an Instructor Computer with LLEAP software, or a LLEAP, SimPad or SimPad Plus Patient Monitor	\$2,100.00	\$1,892.84	\$1,892.84
<b>SimJunior TOTAL:</b>					<b>\$15,999.00</b>

ITEM TOTAL : \$15,999.00  
SHIPPING/HANDLING : \$0.00  
TAX : \$0.00  
ADDITIONAL CHARGE/CREDIT : \$0.00  
TOTAL : \$15,999.00

There are various payment options; please see bottom of your quote for further clarification.  
Appropriate Sales Tax will be added to invoice – Pricing and Availability are subject to change  
Shipping/Handling costs will be added to invoice

**By Accepting this Quote, the following terms are hereby incorporated into customer's order:**

**Products:**

Products that are currently on contract will be removed immediately if manufacturing or distribution of the product is discontinued.

**Payment:**

Net 30 Days for approved open accounts; CIA; Credit Cards accepted. Financing options now available – sample leasing payment terms follow. For additional information, ask your Account Manager listed above.

Lease term 24 months: USD 666.63 \*

Lease term 36 months: USD 444.42 \*

Lease term 48 months: USD 333.31 \*

\* Quoted payments do not include Interest, Taxes, Maintenance, Cancellation fees or Insurance. Quotes are subject to credit approval and may change without notice.

**Warranty:**

One(1) year warranty on manufactured products and 90 day warranty on refurbished products

Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products

**Delivery:**

Delivery of product to a specific location within your building, if requested is at an additional charge and not included in this quote

**Training:**

Training will be scheduled within a year of the customer's agreed upon due date.

CANCELLATION or RESCHEDULING of EDUCATIONAL or TECHNICAL SERVICES WILL RESULT IN CANCELLATION/RESCHEDULING FEES.

7 DAYS OR LESS: 100% of Course / Service Cost

8 DAYS to 2 WEEKS: 75% of Course / Service Cost

15 DAYS to 20 DAYS: 50% of Course / Service Cost

3 WEEKS or MORE: NO FEE

Customer will be required to submit a new PO to reschedule a cancelled course / service.

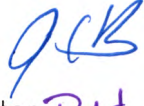
# Kenai Peninsula Borough


## Finance Department


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### MEMORANDUM

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

**THRU:** Charlie Pierce, Borough Mayor 

**THRU:** Brandi Harbaugh, Finance Director 

**FROM:** Sarah Hostetter, Payroll Accountant 

**DATE:** February 3, 2021

**RE:** Capital Project Reports – December 31, 2020

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Attached are the quarterly project reports for the Borough's capital project funds:

Fund 400 - Borough and Grant Funded School Capital Projects Fund  
Fund 401 - Bond Funded Capital Projects Fund  
Fund 407 - General Government Capital Projects Fund  
Fund 411 - Solid Waste Capital Projects Fund  
Fund 434 - Road Service Area Capital Projects Fund  
Fund 441 - Nikiski Fire Service Area Capital Projects Fund  
Fund 442 - Bear Creek Service Area Capital Projects Fund  
Fund 443 - CES Service Area Capital Projects Fund  
Fund 444 - Anchor Point Service Area Capital Projects Fund  
Fund 446 - Kachemak Emergency Service Area Capital Projects Fund  
Fund 455 - Communication Center 911 Capital Projects Fund  
Fund 459 - North Peninsula Recreation Service Area Capital Projects Fund  
Fund 490 - Central Peninsula Hospital Capital Projects Fund  
Fund 491 - South Peninsula Hospital Capital Projects Fund

## School Revenue Projects - Fund 400

Balances through December 31, 2020

Sch	Project	Year	Site	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Sch	13DSG	2013	78050	A/W Design Improvements	\$ 200,000	\$ 147,565	\$ -	\$ 52,435	\$ 147,565
Sch	13FLR	2013	19010	Admin Building Flooring	35,000	5,109	-	29,891	5,109
	14000	2014	78050	A/W Auditorium Lighting Upgrades	75,000	9,322	430	66,108	8,892
	16855	2016	78050	A/W Locker Replacement	125,000	12,164	-	112,836	12,164
	17714	2017	78050	A/W Window/Siding Replacement	275,000	34,399	-	240,601	34,399
	17727	2017	78050	A/W Bleacher Replacement	100,000	22,675	-	77,325	22,675
	17780	2017	78050	A/W Playground Upgrades	75,000	16,716	9,295	67,579	7,421
	17782	2017	78050	A/W ADA Upgrades	75,000	3,256	-	71,744	3,256
	17802	2017	78050	A/W Asphalt/Sidewalk Repair	75,000	734	-	74,266	734
	17860	2017	78050	A/W Generator/Hardware	100,000	5,546	-	94,454	5,546
	18728	2018	78050	A/W Doors/Entries	100,000	727	-	99,273	727
	18759	2018	78050	A/W Water Quality Improvements	125,000	42,487	17,908	100,421	24,579
	18802	2018	78050	A/W Asphalt/Sidewalk Repair	150,000	97,876	-	52,124	97,876
	18851	2018	78010	A/W Portables/Outbuildings	75,000	2,750	438	72,688	2,312
	18860	2018	78050	A/W Generator/Hardware	75,000	17,144	-	57,856	17,144
	19714	2019	78050	A/W Window/Siding Replacement	150,000	126,309	4,736	28,427	121,573
	19758	2019	78050	A/W Electrical/Lighting	150,000	4,831	4,831	150,000	0
	19782	2019	78050	A/W ADA Upgrades	75,000	19,341	-	55,659	19,341
	19802	2019	78050	A/W Asphalt/Sidewalk Repair	150,000	150,000	-	-	150,000
	19803	2019	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	19856	2019	78050	A/W Security/Safety	300,000	68,350	62,642	294,292	5,708
	19860	2019	78050	A/W Generator/Hardware	50,000	50,000	-	-	50,000
	19801	2019	72010	Homer High Boiler Replacement	425,000	21,926	16,359	419,433	5,567
	KSELO	2019	71065	KSELO New School Construction	10,010,000	10,010,000	-	-	10,010,000
	20728	2020	78050	A/W Doors/Entries	100,000	90,134	45,096	54,961	45,039
	20755	2020	78050	A/W Flooring Upgrades	125,000	15,161	9,691	119,530	5,470
	20756	2020	78050	A/W Asbestos Removal/Repair	75,000	75,000	31,325	31,325	43,675
	20758	2020	78050	A/W Electrical/Lighting	125,000	33,773	31,733	122,960	2,040
	20759	2020	78050	A/W Water Quality Improvements	100,000	100,000	53,348	53,348	46,652
	20780	2020	78050	A/W Playground Upgrades	75,000	75,000	-	-	75,000
	20782	2020	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
	20801	2020	78050	A/W HVAC/DDC/Boiler Upgrades	1,225,000	1,022,974	289,671	491,697	733,303
	20803	2020	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	20855	2020	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
	20856	2020	78050	A/W Security/Safety	100,000	100,000	-	-	100,000
	20860	2020	78050	A/W Generator/Hardware	50,000	48,415	-	1,585	48,415
	20PRP	2020	730(30/20)	Kenai Intensive Needs Remodel	410,000	18,092	10,834	402,742	7,258
	20CON	2020	7(1/2)010	Chapman Remodel/Homer HS DDC	1,000,000	999,480	661,662	662,181	337,819
Sch	20FLR	2021	73040	Kaleidoscope Floor Replacement	110,000	110,000	84,738	84,738	25,262
	21714	2021	78050	A/W Window/Siding Replacement	100,000	100,000	-	-	100,000
	21755	2021	78050	A/W Flooring Upgrades	175,000	175,000	-	-	175,000
	21756	2021	78050	A/W Asbestos Removal/Repair	75,000	75,000	-	-	75,000
	21758	2021	78050	A/W Electrical/Lighting	125,000	125,000	18,418	18,418	106,582
	21759	2021	78050	A/W Water Quality Improvements	50,000	50,000	-	-	50,000
	21801	2021	78050	A/W HVAC/DDC/Boiler Upgrades	75,000	75,000	-	-	75,000
	21802	2021	78050	A/W Asphalt/Sidewalk Repair	100,000	100,000	-	-	100,000
	21803	2021	78050	A/W Elevator Upgrades	75,000	75,000	-	-	75,000
	21851	2021	78010	A/W Portables/Outbuildings	75,000	75,000	19,633	19,633	55,367
	21855	2021	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
	21856	2021	78050	A/W Security/Safety	100,000	100,000	-	-	100,000
	21860	2021	78050	A/W Generator/Hardware	50,000	50,000	-	-	50,000
	21ADA	2021	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
	21DRS	2021	78050	A/W Doors/Entries	100,000	100,000	-	-	100,000

Project Totals \$ 17,965,000 \$ 15,057,257 \$ 1,372,787 \$ 4,280,530 \$ 13,684,470

Beginning Fund Balance 7/1/20 \$ 3,537,309

### Funds Provided:

	FY21 Transfer from General Fund	\$ 1,250,000
13DSG	Local Contribution - KPBSD Design	147,565
13FLR	Local Contribution - KPBSD Admin Bldg Floor	5,109
20FLR	Local Contribution - Kaleidoscope Flooring	110,000
KESLO	AK Dept of Education & Early Development	10,010,000
	Miscellaneous Revenue	2,529
	Total Funds Provided	11,525,203

Funds applied - current year expenditures (1,372,787)

Funds obligated to existing projects (13,684,470)

Projects completed, cancelled or other funding source identified -

Funds available for appropriation and for future capital expansion plans \$ 5,256

## Bond Projects - Fund 401

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
11SCH	2011	KPBSD Roof Replacements	\$ 16,894,646	\$ 25,523	\$ -	\$ 16,869,123	\$ 25,523
14SCH	2014	FY14 School Roofs/Homer Field	61	61	-	-	61
20SCH	2020	FY20 School Roof Replacements	2,477,302	2,385,278	1,131,974	1,223,999	1,253,303
21SCH	2021	FY21 School Bond Refinance	15,000	15,000	12,653	12,653	2,347

Project Totals			<u>\$ 19,387,009</u>	<u>\$ 2,425,861</u>	<u>\$ 1,144,627</u>	<u>\$ 18,105,775</u>	<u>\$ 1,281,234</u>
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Beginning Fund Balance 7/1/20							\$ 2,606,524
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### Funds Provided:

FY21 School Bond (FY14 issued) Interest			\$ 200	
FY21 Bond Proceeds			15,000	
Total Funds Provided				15,200

Funds applied - current year expenditures				(1,144,627)
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Funds obligated to existing projects				(1,281,234)
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Projects completed or cancelled				-
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Funds available for appropriation and for future capital expansion plans				<u>\$ 195,863</u>
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### Fund Balance:

School Bond interest prior to FY2011				44,831
School Bond FY11				217
School Bond FY14				150,815
Ending Fund Balance				<u>\$ 195,863</u>



## General Government Projects - Fund 407

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
14MAN	2014	Manatron Software Upgrade	\$ 75,000	\$ 73,800	\$ -	\$ 1,200	\$ 73,800
15SOF	2015	Software Upgrade	75,000	64,364	-	10,636	64,364
16KRC	2016	River Center Bldg Repairs	49,000	12,395	-	36,605	12,395
19407	2019	Card Entry Security System	150,000	31,411	2,072	120,660	29,340
Project Totals			<u>\$ 349,000</u>	<u>\$ 181,970</u>	<u>\$ 2,072</u>	<u>\$ 169,101</u>	<u>\$ 179,899</u>
Beginning Fund Balance 7/1/20							\$ 735,481
Funds Provided:							
FY21 Transfer from General Fund						\$ 250,000	
Total Funds Provided							250,000
Funds applied - current year expenditures							(2,072)
Funds obligated to existing projects							(179,899)
Projects completed or cancelled							-
Funds available for appropriation and for future capital expansion plans							<u>\$ 803,511</u>

# Solid Waste Projects - Fund 411

Balances through December 31, 2020

	Project	Year Appropriated	Project Description	Authorized Amount†	FY21 Budget†	Expend FY21	Total LTD Expenditures	Unexpended Balance
Bond	17SWB	2017	SW CPL Equip/Plan/Design/Construction	\$ 5,999,365	\$ 497,442	\$ -	\$ 5,501,923	\$ 497,442
	18CDE	2018	FY18 C&D Cell Expansion	350,000	88,762	85,235	346,473	3,527
	18GAS	2018	Landfill Gas to Energy Project	100,000	29,400	-	70,600	29,400
	19CDE	2019	FY19 C&D Cell Expansion	50,000	50,000	45,896	45,896	4,104
	19HLC	2019	FY19 SW-Homer Landfill Closure - Phase 2	2,702,000	2,503,754	12,843	211,088	2,490,912
	20FUN	2020	Funny River Transfer Site Expansion	670,525	486,185	222,948	407,288	263,237
	21DMP	2021	Dumpster Replacement	100,000	100,000	-	-	100,000
	21HMR	2021	Excavator Hammer/Breaker	38,000	38,000	38,000	38,000	-
	21TRN	2021	Loader Transmission	85,000	85,000	65,685	65,685	19,315
	21UNC	2021	Excavator Undercarriage	56,000	56,000	-	-	56,000
Project Totals				\$ 10,150,890	\$ 3,934,543	\$ 470,607	\$ 6,686,954	\$ 3,463,937

	Capt Proj Fund	Closure/Post	17SWB Bond	Total
Beginning Fund Balance 7/1/20	\$ 1,222,187	\$ 9,513,992	\$ 608,401	\$ 11,344,580
Funds Provided:				
FY21 Transfer from Operating Fund	250,000			
FY21 Interest Earnings	34,227			
FY21 Transfer for Closure/Post		947,940		
FY21 Interest Earnings on 17SWB Bond Proceeds			55	1,232,222
Funds applied - current year expenditures	(457,764)	(52,771)	-	(510,536)
Funds obligated to existing projects	(475,583)	(2,490,912)	(497,442)	(3,463,937)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital expansion plans	\$ 573,067			573,067
Closure/post closure liability		\$ 7,918,249		7,918,249
Funds restricted for SWD bond			\$ 111,013	111,013
Ending fund balance				\$ 8,602,329

## Road Service Area Projects - Fund 434

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
2014 DCCED for Borough Wide Road Grant (\$100,000)							
14JAC	2014	Jacobs Ladder Repair	\$ 100,000	\$ 32,613	\$ -	\$ 67,387	\$ 32,613
2016-17 North Road Extension							
16NRD	2016	North Road Extension	7,123,591	2,443,594	929,177	5,609,174	1,514,417
2019 Road CIP Projects (\$2,428,000)							
19CIP	2019	Borough Wide FY19 Local Funds	542,806	542,806	-	-	542,806
C2DIA	2017	Diane St/Glacier Ave	10,000	10,000	-	-	10,000
S7TRA	2017	Tracy Ave	10,000	10,000	-	-	10,000
W7IGL	2017	Divine Estates/Igloo-Dana Bayes	10,000	10,000	-	-	10,000
S5BDR	2019	Flintlock Ln/Bidarki Dr/Bridger Rd	383,450	46,505	13,738	350,683	32,767
S7GLE	2019	Glenn Rd/Kipling Cir	482,933	42,507	5,780	446,206	36,727
S7HLR	2019	Hulter Road	606,486	587,519	12,386	31,352	575,134
W4TIM	2019	Tim Ave/Muir St/Creek View Rd	302,940	15,741	1,459	288,659	14,281
W6TER	2019	Tern Cir/Jacnjil Cir/Jitney Cir	79,385	79,385	-	-	79,385
			2,428,000				
2020 Road CIP Projects (\$2,519,000)							
20CIP	2020	Borough Wide FY20 Local Funds	63,626	63,626	-	-	63,626
20GRV	2020	FY20 Borough Gravel Projects	130,544	3,438	-	127,106	3,438
20WRT	2020	Warranty Funds	20,000	20,000	-	-	20,000
S7WAL	2020	Walters St/Wilderness Ln	1,006,500	948,017	9,136	67,618	938,882
S8BSG	2020	Basargin Rd	1,155,000	1,068,340	754,682	841,342	313,658
W6ROC	2020	Roosevelt Cir	143,330	132,855	126,181	136,656	6,674
			2,519,000				
20431	2020	Inspector Vehicle	39,175	6,792	6,499	38,882	293
2021 Road CIP Projects (\$2,347,400)							
21GRV	2021	FY21 Borough Gravel Projects	300,000	300,000	-	-	300,000
C2MRR	2021	Moose River Dr/River Ridge Rd	150,000	150,000	-	-	150,000
E2FER	2021	Ferrin Road	253,500	253,500	222	222	253,278
S7MAN	2021	Mansfield Ave	627,700	627,700	-	-	627,700
S8BGN	2021	Basargin Road	871,200	871,200	-	-	871,200
W2CRE	2021	Creary Circle	145,000	145,000	-	-	145,000
			2,347,400				
Project Totals			\$ 14,557,166	\$ 8,411,137	\$ 1,859,261	\$ 8,005,290	\$ 6,551,877
Beginning Fund Balance 7/1/20							\$ 8,791,267
Funds Provided:							
		FY21 Transfer from Operating Fund			\$ 2,300,000		
		FY21 Interest Earnings			33,114		
14JAC		DCCED Boro Wide Improvement			32,613		
16NRD		US Dept. of Transportation			2,443,594		
		Total Funds Provided					4,809,322
Funds applied - current year expenditures							(1,859,261)
Funds obligated to existing projects							(6,551,877)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							\$ 5,189,452

# Nikiski Fire Projects - Fund 441

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
16412	2016	Roadway Emergency Signs	\$ 75,000	\$ 5,568	\$ -	\$ 69,432	\$ 5,568
18411	2018	ST 1 Repairs/Maintenance	157,500	90,672	71,368	138,195	19,305
18412	2018	ST 1 Exhaust Removal System	100,000	97,910	235	2,325	97,675
19411	2019	NFSA Fire ST 3 New Construction	4,719,000	2,905,782	2,414,097	4,227,316	491,685
19412	2019	Parking Lot Repairs ST 1 & 2	100,000	7,750	-	92,250	7,750
19413	2019	Fire Station Alerting Systems	102,833	1,501	-	101,332	1,501
19GEN	2019	Emergency Generator/Parts	92,000	2,096	808	90,712	1,288
20412	2020	Emergency Response Vehicle	75,000	7,843	4,623	71,780	3,220
20413	2020	Enclosed Conex Carport	150,000	141,953	-	8,047	141,953
SCBA3	2020	NFSA SCBA Equipment	186,182	60,608	-	125,574	60,608
21411	2021	NFSA Emerg Response Truck & Plow	75,000	75,000	-	-	75,000
21412	2021	NFSA Station 2 Lighting	40,000	40,000	217	217	39,783
21413	2021	NFSA Air Pack Compressor	150,000	150,000	65,302	65,302	84,698
Project Totals			<u>\$ 6,022,515</u>	<u>\$ 3,586,683</u>	<u>\$ 2,556,651</u>	<u>\$ 4,992,482</u>	<u>\$ 1,030,032</u>

	Beginning Fund Balance 7/1/20		\$	3,823,657
	Funds Provided:			
	FY21 Transfer from Operating Fund	\$	400,000	
	FY21 Interest Earnings		11,506	
SCBA3	FEMA Assistance Program		60,608	
	Total Funds Provided			472,114
	Funds applied - current year expenditures			(2,556,651)
	Funds obligated to existing projects			(1,030,032)
	Projects completed or cancelled by Service Area Board Action			-
	Funds available for appropriation and for future capital expansion plans	\$	709,088	

## Bear Creek Fire Service Area Projects - Fund 442

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
14421	2014	Dispatch/Communication Equip	\$ 25,000	\$ 2,547	\$ 1,204	\$ 23,658	\$ 1,342
19422	2019	SCBA Bottle Replacement	20,786	20,786	-	-	20,786
20421	2020	Turnout Gear	10,820	10,820	-	-	10,820
21421	2021	Heavy Rescue Engine	400,000	400,000	-	-	400,000
Project Totals			<u>\$ 456,606</u>	<u>\$ 434,153</u>	<u>\$ 1,204</u>	<u>\$ 23,658</u>	<u>\$ 432,948</u>
Beginning Fund Balance 7/1/20							\$ 486,496
Funds Provided:							
FY21 Transfer from Operating Fund						\$ 100,000	
FY21 Interest Earnings						<u>1,945</u>	
Total Funds Provided							101,945
Funds applied - current year expenditures							(1,204)
Funds obligated to existing projects							(432,948)
Projects completed or cancelled by Service Area Board Action							<u>-</u>
Funds available for appropriation and for future capital expansion plans							<u>\$ 154,288</u>

## Central Emergency Services Projects - Fund 443

Balances through December 31, 2020

	Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
	12469	2012	Training Facility Relocation	\$ 339,950	\$ 53,291	\$ 1,113	\$ 287,772	\$ 52,178 *
Bond	16CES	2016	Emergency Response Vehicles	2,785,629	35,241	868	2,751,257	34,373
	18461	2018	Fire Station Alerting System	400,000	50,953	22,201	371,249	28,751
	19461	2019	SCBA Compressor	450,000	170,511	-	279,489	170,511
	19465	2019	Mobile Data Terminals	35,000	26,668	16,234	24,567	10,433
	19469	2019	Training Site Phase 2 Expansion	150,000	150,000	-	-	150,000
Grant	19TKR	2019	CES Pumper/Tanker	666,550	36,279	32,869	663,139	3,411
	20461	2020	CES Station 1 Land Acquisition	900,000	900,000	10,103	10,103	889,897
	20462	2020	CES Ambulance	262,235	218,286	213,636	257,585	4,650
Bond	20CES	2020	Emergency Response Vehicles	1,611,196	215,113	213,636	1,609,719	1,477
	20FTK	2020	FY20 CES Fire Truck	750,000	3,888	-	746,112	3,888
	SCBA1	2020	FY20 CES SCBA Equipment	686,546	223,492	-	463,054	223,492
	21461	2021	CES Staff Vehicle	60,000	60,000	-	-	60,000
	21462	2021	Hose Replacement	50,000	50,000	10,751	10,751	39,249
Project Totals				\$ 9,147,105	\$ 2,193,721	\$ 521,411	\$ 7,474,796	\$ 1,672,309

	Capt Proj Fund	16CES Bond	20CES Bond	Total
Beginning Fund Balance 7/1/20	\$ 1,912,589	\$ 50,649	\$ 215,113	\$ 2,178,351
Funds Provided:				
FY21 Transfer from Operating Fund	600,000			
FY21 Interest Earnings	6,751			
19TKR State of AK Dept CCED	17,149			
SCBA1 FEMA Assistance Program	223,492			
FY21 Interest Earnings on 16CES Bond Proceeds		21		847,413
Funds applied - current year expenditures	(306,907)	(868)	(213,636)	(521,411)
Funds obligated to existing projects	(1,636,460)	(34,373)	(1,477)	(1,672,309)
Projects completed or cancelled by Service Area Board Action	52,178	-	-	52,178 *
Funds avail. for approp. and for future capital expansion plans	\$ 868,792			868,792
Funds restricted for 16CES bond		\$ 15,429		15,429
Funds restricted for 20CES bond			\$ -	-
Ending fund balance				\$ 884,221



## Anchor Point Fire Service Area Projects - Fund 444

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
11TNK	2011	Water Storage Tank Installation	\$ 50,000	\$ 16,438	\$ -	\$ 33,562	\$ 16,438
18441	2018	Emergency Water Fill Site FY18	100,000	9,665	542	90,878	9,122
19441	2019	Emergency Water Fill Site FY19	100,000	68,511	11,791	43,281	56,719
20441	2020	Command Vehicle	60,000	3,473	2,525	59,052	948
21441	2021	Emergency Water Fill Site FY21	125,000	125,000	-	-	125,000
Project Totals			\$ 435,000	\$ 223,086	\$ 14,858	\$ 226,772	\$ 208,228

Beginning Fund Balance 7/1/20	\$ 239,514
Funds Provided:	
FY21 Transfer from Operating Fund	\$ 100,000
FY21 Interest Earnings	1,031
Total Funds Provided	101,031
Funds applied - current year expenditures	(14,858)
Funds obligated to existing projects	(208,228)
Projects completed or cancelled by Service Area Board Action	-
Funds available for appropriation and for future capital expansion plans	\$ 117,459

## Kachemak Service Area Projects - Fund 446

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
17482	2017	ST 2 Water Tank/Generator	\$ 25,000	\$ 6,962	\$ -	\$ 18,038	\$ 6,962
21482	2021	ST 2 Generator	35,000	35,000	-	-	35,000
21483	2021	Command Vehicle	80,000	80,000	-	-	80,000
21484	2021	Repeater Upgrade	40,000	40,000	-	-	40,000
21485	2021	ST 1 Well Replacement/Paving	35,000	35,000	-	-	35,000
Project Totals			<u>\$ 215,000</u>	<u>\$ 196,962</u>	<u>\$ -</u>	<u>\$ 18,038</u>	<u>\$ 196,962</u>

Beginning Fund Balance 7/1/20	\$ 127,852
Funds Provided:	
FY21 Transfer from Operating Fund	\$ 100,000
FY21 Interest Earnings	653
Total Funds Provided	<u>100,653</u>
Funds applied - current year expenditures	-
Funds obligated to existing projects	(196,962)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 31,543</u>

# Communication Center 911 Projects - Fund 455

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Totals			\$ -	\$ -	\$ -	\$ -	\$ -
		Beginning Fund Balance 7/1/20					\$ 10,889
		Funds applied - current year expenditures					-
		Funds obligated to existing projects					-
		Projects completed or cancelled					-
		Funds available for appropriation and for future capital expansion plans					\$ 10,889

## North Peninsula Recreation Projects - Fund 459

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
19451	2019	Community Center Remodel	\$ 29,315	\$ 2,895	\$ -	\$ 26,420	\$ 2,895
20455	2020	Pool Boiler/HVAC Replacements	578,400	395,201	378,398	561,597	16,803
21451	2021	Pool Admin Roof Replacement	757,285	757,285	17,350	17,350	739,935
21455	2021	Pool HVAC/BAS System	187,000	187,000	2,495	2,495	184,505
Project Totals			<u>\$ 1,552,000</u>	<u>\$ 1,342,381</u>	<u>\$ 398,243</u>	<u>\$ 607,862</u>	<u>\$ 944,138</u>

Beginning Fund Balance 7/1/20		\$ 1,406,278
Funds Provided:		
FY21 Transfer from Operating Fund	\$ 200,000	
FY21 Interest Earnings	4,993	
Total Funds Provided		204,993
Funds applied - current year expenditures		(398,243)
Funds obligated to existing projects		(944,138)
Projects completed or cancelled by Service Area Board Action		-
Funds available for appropriation and for future capital expansion plans		<u>\$ 268,891</u>

## Central Peninsula Hospital Projects - Fund 490

Balances through December 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Provided by Bond Proceeds							
14CPH	2014	CPH Specialty Clinic Bld	\$ 41,249,563	\$ 93,027	\$ -	\$ 41,156,536	\$ 93,027
18CPH	2018	CPH OB/Cath Lab	29,140,645	142,278	17,500	29,015,867	124,778
Funds Provided by Hospital Plant Replacement Fund							
15IMG	2015	CPH Imaging Dept Project	8,153,785	75,622	-	8,078,163	75,622
17OBL	2017	CPH OB/Cardiac Cath Lab	10,215,000	979,999	65,247	9,300,247	914,753
20D1R	2020	FY20 COVID-19 CPGH	400,000	400,000	-	-	400,000
Total Funds Provided by Hospital Plant Replacement Fund			18,768,785	1,455,621	65,247	17,378,411	1,390,374
Project Totals			\$ 89,158,993	\$ 1,690,926	\$ 82,747	\$ 87,550,813	\$ 1,608,180

	Capl Proj Fund	KHCTR	CPH Bonds	Total
Beginning Fund Balance 7/1/20	\$ 783,707	\$ 789,483	\$ 1,060,014	\$ 2,633,203
Funds Provided:				
15IMG CPH Local Contribution - CPH Imaging Center	75,622			
17OBL CPH OB / Card Cath Lab	979,999			
20D1R CPH Local Contribution - COVID-19	400,000			
FY21 Interest Earnings	10,241			
State Contributions KHCTR		12,712		
Local Contributions KHCTR		7,791		
FY21 Interest Earnings KHCTR		2,721		
FY21 Interest Earnings on CPH Bond Proceeds			96	1,489,181
Funds applied - current year expenditures	(65,247)	-	(17,500)	(82,747)
Funds obligated to existing projects	(1,390,374)	-	(217,806)	(1,608,180)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital projects	\$ 793,948			793,948
Funds restricted For Kenai Health Center Maintenance		\$ 812,706		812,706
Funds restricted for CPH bonds			\$ 824,804	824,804
Ending fund balance				\$ 2,431,458

## South Peninsula Hospital Projects - Fund 491

Balances through December 31, 2020

	Year	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Project	Appropriated						
Funds Provided by Local Funds							
Bond 17SPH	2017	HVAC System	\$ 1,789,767	\$ 12,896	\$ 12,896	\$ 1,789,767	\$ -
Bond 17SPM	2017	Homer Medical Center	3,008,128	37,880	11,552	2,981,800	26,328
18SHF	2018	Patient Monitoring System Upgrades	122,800	122,800	-	-	122,800
18SHJ	2018	Elevator Upgrade	83,000	55,317	-	27,684	55,317
19SHE	2019	Access Control/Security Cameras	95,000	24,556	813	71,256	23,744
20SHC	2020	CT Scanner	2,145,314	2,061,757	1,258,320	1,341,877	803,437
20SHD	2020	HIS Server Replacement	114,894	1,841	-	113,053	1,841
20SHE	2020	Steris 1E	111,737	57,529	-	54,208	57,529
20SHF	2020	Fire Alarm Upgrade	105,000	50,190	11,970	66,780	38,220
20SHG	2020	Micro Analyzer	86,670	16,670	-	70,000	16,670
20SHL	2020	Virtual Server Replacement	25,200	584	-	24,616	584
20SHN	2020	Glidescope	19,433	4,338	-	15,095	4,338
20SHP	2020	Bladderscan	15,375	5,055	-	10,320	5,055
20SHU	2020	Blood Plasma Thawer	4,915	99	-	4,816	99
20DTK	2020	Deaerator Tank	470,000	451,124	410,439	429,315	40,685
20STB	2020	Steris Orthovision Table	25,800	4,001	-	21,799	4,001
21SHC	2021	SPH Roof Replacement	325,000	325,000	40,005	40,005	284,995
21SHD	2021	Nuclear Medicine System	303,673	303,673	-	-	303,673
21SHE	2021	Staff Locator Badge System	225,000	225,000	-	-	225,000
21SHF	2021	X-Ray Machine Specialty Clinic	190,637	190,637	-	-	190,637
21SHG	2021	SPH Wi-Fi System	172,500	172,500	119,605	119,605	52,895
21SHH	2021	C-Arm Imaging Equipment	133,000	133,000	-	-	133,000
21SHI	2021	Innovian Software Upgrade	126,838	126,838	-	-	126,838
21SHJ	2021	EKG Storage System	122,156	122,156	90,134	90,134	32,022
21SHK	2021	Long-Term Care Beds	78,595	78,595	-	-	78,595
21SHL	2021	Apollo Anesthesia Machines	64,454	64,454	-	-	64,454
21SHM	2021	Phaco Machine	63,500	63,500	63,398	63,398	102
21SHN	2021	Birthing Beds	59,280	59,280	58,156	58,156	1,124
21SHO	2021	Timekeeper/HR Software	55,000	55,000	27,282	27,282	27,718
21SHP	2021	EKG Cart - Muse Compatible	41,247	41,247	1,010	1,010	40,237
21SHQ	2021	Uninterruptible Power Source	39,300	39,300	29,559	29,559	9,741
21SHR	2021	Holter Monitor System	39,298	39,298	-	-	39,298
21SHS	2021	Video Bronchoscope	35,784	35,784	-	-	35,784
21SHU	2021	Homer Medical Clinic Lobby Remodel	30,500	30,500	-	-	30,500
21SHV	2021	Fees Swallowing System	27,290	27,290	-	-	27,290
21SHW	2021	Virtual Server	24,616	24,616	24,366	24,366	250
21SHX	2021	Panda iRes Bedded Warmer	21,086	21,086	-	-	21,086
21SHY	2021	Ultrasound Machines/Probes	72,975	72,975	31,514	31,514	41,461
21SHZ	2021	Various Minor Hospital Equip/Software	150,882	150,882	84,730	84,730	66,152
Total Funds Provided by Local Funds			10,625,643	5,309,249	2,275,748	7,592,142	3,033,501
Funds Provided by Hospital Plant Replacement Fund							
19MON	2019	Patient Monitors	756,000	80,050	-	675,950	80,050
21MRF	2021	Homer Medical Clinic Roof	360,000	360,000	306	306	359,694
21SHA	2021	Nuclear Medicine Renovations	606,000	606,000	-	-	606,000
21SHB	2021	Remodel Kachemak Prof Building	500,000	500,000	-	-	500,000
Total Funds Provided by Hospital Plant Replacement Fund			2,222,000	1,546,050	306	676,256	1,545,744
Project Totals			\$ 12,847,643	\$ 6,855,299	\$ 2,276,054	\$ 8,268,398	\$ 4,579,245

	Capt Proj Fund	17SPH/M Bond	Total
Beginning Fund Balance 7/1/20	\$ 3,764,346	\$ 72,544	\$ 3,836,890
Funds Provided:			
FY21 Transfer from Operating Fund	1,700,000		
FY21 Interest Earnings	13,874		
19MON SPH Local Contribution - Patient Monitors	80,050		
21MRF SPH Local Contribution - Homer Medical Clinic Roof	360,000		
21SHA SPH Local Contribution - Nuclear Medicine Reno	606,000		
21SHB SPH Local Contribution - Kachemak Prof Bldg Reno	500,000		
FY20 Interest Earnings on 17SPH/M Bond Proceeds		6	3,259,930
Funds applied - current year expenditures	(2,251,606)	(24,448)	(2,276,054)
Funds obligated to existing projects	(4,552,917)	(26,328)	(4,579,245)
Projects completed or cancelled	-	-	-
Funds available for approp. and future capital expansion plans	\$ 219,748		219,748
Funds restricted for 17SPH Bond		\$ 21,774	21,774
Ending fund balance			\$ 241,521



Introduced by:	Mayor
Date:	02/02/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-06**

**AN ORDINANCE AMENDING KPB 16.04 – ESTABLISHMENT OF SERVICE AREAS  
TO ESTABLISH RESIDENCY REQUIREMENTS FOR APPOINTED SERVICE AREA  
BOARD MEMBERS**

**WHEREAS,** several provisions of KPB 4.30 place residency requirements on elected officials;  
and

**WHEREAS,** specifically, KPB 4.30.010(A) places a one-year Kenai Peninsula Borough  
residency requirement before a person is qualified to become a candidate for mayor;  
and

**WHEREAS,** KPB 4.30.010(B) places a one-year residency requirement in the district from which  
the candidate seeks election for borough assembly candidates; and

**WHEREAS,** KPB 4.30.010(D) places a one-year residency requirement for those service area  
board members who are elected into office; and

**WHEREAS,** there is no similar residency requirement for service area board members who are  
appointed; and

**WHEREAS,** the duties and responsibilities of service area board members are important to the  
borough and the importance of one service area board over another does not change  
simply because one was elected or appointed; and

**WHEREAS,** amending KPB 16.04 would make residency a requirement for both elected and  
appointed service area board members, emphasizing that both types of boards are  
valued by the borough and that neither method is preferable, but are instead  
reflections of local community preferences; and

**WHEREAS,** by having the language that allows for exception to the residency requirement,  
boards such as the Eastern Peninsula Highway Emergency Service Area which  
includes no residents, can be created with the criteria for board members outlined so  
as to reflect the purpose and need for the advisory board;

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

**SECTION 1.** That KPB 16.04, Establishment of Service Areas, is hereby amended by enacting KPB 16.04.064 and KPB 16.04.068 as follows:

**16.04.064. Appointment of Board Members.**

- A.     All service areas shall have a service area board, composed of either elected or appointed board members, as provided in the code provisions applicable to each service area board.
- B.     Members of appointed boards shall be appointed by the mayor and confirmed by the assembly.
- C.     Members of elected boards shall be elected in accordance with KPB 16.04.065 and the procedures set out in Title 4 of the Kenai Peninsula Borough Code of Ordinances.

**16.04.068 Residency Requirement.**

Unless otherwise stated, all candidates, whether elected or appointed, for a service area board position must be:

- 1.     A qualified voter of the State of Alaska; and
- 2.     A resident of the Kenai Peninsula Borough; and
- 3.     A resident of the service area for a minimum of one (1) year immediately preceding filing.

**SECTION 2** That this ordinance shall become effective immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

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

Yes:

No:



Absent:


Kenai Peninsula Borough  
Legal Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor   
Colette Thompson, Borough Attorney 

**FROM:** Patty Burley, Deputy Borough Attorney 

**DATE:** January 21, 2021

**RE:** Ordinance 2021- 06, Amending KPB 16.04 - Establishment of Service Areas to Establish Residency Requirements for Appointed Service Area Board Members (Mayor)

---

Several provisions in Chapter 4.30 of the Kenai Peninsula Borough Code of Ordinances (Borough Code) place a residency requirement on elected officials; candidates for mayor; candidates for School District Board seats; and candidates for those service area board positions which are elected. However, there is no residency requirement for appointed service area board positions.

While the newer Western Emergency Service Area section of Borough Code places a requirement that two service area members be from the Anchor Point Area and two from the Ninilchik area, there is no length of residence requirement as there is with elected service area board positions.

In order to provide consistency and uniformity throughout the Borough Code and among processes at the borough, amendments to KPB 16.04, Establishment of Service Areas are being proposed which would make the requirements for all positions the same, regardless of whether they are elected or appointed while still allowing flexibility when needed.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	09/15/20
Hearing:	10/13/20
Action:	Postponed as Amended to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	Tabled as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-07**

**AN ORDINANCE APPROPRIATING REFINANCED 2013 BEAR CREEK FIRE  
SERVICE AREA GENERAL OBLIGATION BOND PROCEEDS FOR THE PURPOSE  
OF PAYING BOND REFINANCING ISSUANCE COSTS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the “Borough”), to finance certain capital improvements in the Bear Creek Fire Service Area, issued and sold its Bear Creek Fire Service Area General Obligation Bonds, Series 2013, dated March 12, 2013, in the original principal amount of \$1,215,000 (the “2013 Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by Resolution No. 2012-091 of the Borough adopted on December 4, 2012 (the “Bond Resolution”), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of March 1, 2013 (the “Loan Agreement”); and

**WHEREAS,** the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2013 Series One (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

**WHEREAS,** Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS,** through Resolution 2020-044, the assembly approved the Borough’s participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank anticipates a refinancing closing date following October 1, 2020;

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

**SECTION 1.** That 2013 refinanced Bear Creek Fire Service Area bond proceeds in the amount of up to \$6,860 are appropriated to the Bear Creek Fire Service Area Capital Project Fund, account number 442.51210.21BND.49999 to pay costs related to the issuance.

**SECTION 2.** 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 3.** That eligible costs incurred prior to the appropriation date will be charged to the project.

**SECTION 4.** This ordinance takes effect immediately upon its enactment.

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

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

10/13/20 Vote on motion to postpone as amended to 12/01/20:

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

No: None

Absent: None

12/01/20 Vote on motion to table:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None



Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *CP*

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

**DATE:** September 3, 2020

**SUBJECT:** Ordinance 2020-19- 07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

---

In May 2020, the Kenai Peninsula Borough Assembly approved Resolution 2020-044, authorizing the Borough's participation in the refinancing of select series for the 2013 Bear Creek Fire Service Area general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2013 Bear Creek Fire Service Area bonds could be refinanced, with potential savings to borough residents of approximately \$50,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

**FINANCE DEPARTMENT  
ACCOUNT / FUNDS VERIFIED**

Acct. No. 442.00000.21BND.39010

Amount: \$6,860.00

By: *PP* Date: 9/2/2020

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*

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

**DATE:** November 19, 2020

**SUBJECT:** Request to Table Ordinance 2020-19-07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling.

The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are looking to postpone the refinancing of the 2013 Bear Creek Service Area General Obligation Bonds until calendar year 2021.

Therefore, we are requesting to table this ordinance until early 2021, providing more time for analysis and review of the market

Your consideration is appreciated.

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor CP

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

**DATE:** October 1, 2020

**SUBJECT:** Amendment to Ordinance 2020-19-07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the Bear Creek Fire Service Area General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the December 1, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend the last whereas clause, as follows:

**WHEREAS,** the Bond Bank anticipates a refinancing closing date  
**[of September 2020] following October 1, 2020;**

Your consideration is appreciated.

Introduced by:	Mayor
Date:	06/16/20
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-044**

**A RESOLUTION APPROVING THE KENAI PENINSULA BOROUGH'S PARTICIPATION IN A PROPOSED REFINANCING BY THE ALASKA MUNICIPAL BOND BANK OF ITS GENERAL OBLIGATION BONDS THAT PROVIDED FUNDS TO PURCHASE THE BEAR CREEK FIRE SERVICE AREA GENERAL OBLIGATION BONDS, SERIES 2013 OF THE KENAI PENINSULA BOROUGH, UNDER A LOAN AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE ALASKA MUNICIPAL BOND BANK; AND AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR OR DESIGNEE TO APPROVE A REVISED SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS ON THE KENAI PENINSULA BOROUGH'S 2013 BOND, IN ACCORDANCE WITH THE LOAN AGREEMENT, IF THE ALASKA MUNICIPAL BOND BANK SUCCESSFULLY REFINANCES ITS BONDS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the "Borough"), to finance certain capital improvements in the Bear Creek Fire Service Area, issued and sold its Bear Creek Fire Service Area General Obligation Bonds, Series 2013, dated March 12, 2013, in the original principal amount of \$1,215,000 (the "2013 Bond") to the Alaska Municipal Bond Bank (the "Bond Bank"), as authorized by Resolution No. 2012-091 of the Borough adopted on December 4, 2012 (the "Bond Resolution"), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of March 1, 2013 (the "Loan Agreement"); and

**WHEREAS,** the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2013 Series One (the "Bond Bank Bonds"), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

**WHEREAS,** Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank now intends to issue a series of its general obligation refunding bonds (the "Bond Bank Refunding Bonds") for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS,** the Assembly wishes to approve the Borough's participation in this refinancing and to authorize the Borough Mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds;

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

**SECTION 1. Approval of Refinancing.** The Assembly hereby approves the Borough's participation in the Bond Bank's refinancing of the Bond Bank Bonds and authorizes the Borough Mayor or his designee to approve a revised schedule of principal payment amounts and interest rates for the 2013 Bond, in accordance with Section 6 of the Loan Agreement, so long as the revised debt service schedule is financially advantageous to the Borough. The revised schedule of debt service on the 2013 Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement (the "Amendatory Loan Agreement") and a refunding bond (the "2020 Refunding Bond") to be issued in exchange for the 2013 Bond. Notwithstanding, if only a portion of the outstanding principal amount of the 2013 Bond is refinanced, the 2013 Bond shall be exchanged for a bond reflecting the unrefunded portion of the 2013 Bond (the "Exchanged 2013 Bond"). The Borough Mayor or Finance Director is hereby authorized to execute and deliver the Amendatory Loan Agreement on behalf of the Borough and to deliver the 2020 Refunding Bond and Exchanged 2013 Bond, as the case may be, executed in accordance with the provisions of the Bond Resolution and this resolution, to the Bond Bank in exchange for the 2013 Bond. The Borough Mayor, Finance Director and other appropriate officers and employees of Borough are also hereby authorized to provide financial information about the Borough that the Bond Bank may require for the official statement for the Bond Bank Refunding Bonds.

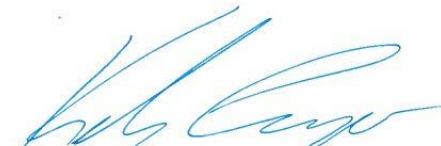
**SECTION 2. Tax Matters.** The 2013 Bond was issued as a tax-exempt obligation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to applicable law, the 2020 Refunding Bond may be issued on a tax-exempt or taxable basis, as determined by the Mayor or Finance Director. The Exchanged 2013 Bond shall retain its original tax treatment under the Code.

**SECTION 3. General Authorization.** The Mayor, Finance Director, Borough Clerk, Borough Attorney, and any other appropriate officers, agents, attorneys and employees of the Borough are each hereby authorized and directed to cooperate with the Bond Bank and to take such steps, do such other acts and things, and execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this Resolution.


**SECTION 4. Prior Acts.** Any and all acts heretofore taken by officers, agents, attorneys and employees of the Borough in connection with refinancing the 2013 Bond are hereby ratified and confirmed.**SECTION 5. Recitals.** The recitals to this resolution are hereby incorporated into this resolution as if fully set forth herein.

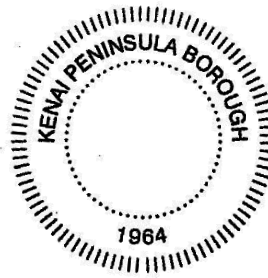
**SECTION 6. Effective Date.** This resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2020.**

  
\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

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



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None




## CERTIFICATE

I, the undersigned, Clerk of the Kenai Peninsula Borough, Alaska (the "Borough"), Do  
HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020-044 (the "Resolution") of the Borough as approved at a regular meeting of the Assembly of the Kenai Peninsula Borough, Alaska (the "Assembly") held on the 16th day of June, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the approval of the Resolution; that all other requirements and proceedings incident to the proper approval of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 2020.

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

Introduced by:	Mayor
Date:	12/04/12
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-091**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL  
OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE  
AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION  
FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) TO PAY THE COSTS  
OF CAPITAL IMPROVEMENTS IN THE BEAR CREEK FIRE SERVICE  
AREA, FIXING CERTAIN DETAIL OF SUCH BONDS, AND PLEDGING THE  
FULL FAITH AND CREDIT OF THE BEAR CREEK FIRE SERVICE AREA TO  
THE PAYMENT THEREOF**

**WHEREAS**, pursuant to Ordinance 2007-24 of the Kenai Peninsula Borough (the "Borough") passed and approved on August 7, 2007, and as further clarified by the assembly on August 21, 2007, the following question, referred to at the election held on October 2, 2007, as Proposition No. 4, ("Proposition 4") was passed and approved:

**PROPOSITION NO. 4**  
**BEAR CREEK FIRE SERVICE AREA CAPITAL IMPROVEMENT PROJECT AND**  
**ISSUANCE OF GENERAL OBLIGATION BONDS**

Shall the Kenai Peninsula Borough spend \$3,500,000 for capital improvements related to the Bear Creek Fire Service Area and issue up to \$1,400,000 of general obligation bonds to provide funding for the project?

The bond proceeds of \$1,400,000 will be used to pay the costs of planning, designing, acquiring property for, site preparation, financing, constructing, acquiring, renovating, expanding, installing and equipping the Bear Creek Fire Service Area facility located within the Bear Creek Fire Service Area. Issuance of the bonds is subject to availability of grant funds for the remaining costs of the project; if the grant funding is not received the bonds will not be issued.

The general obligation bond debt will be paid from operating revenues generated by the Bear Creek Fire Service Area and from ad valorem taxes on all taxable property levied and collected in the Bear Creek Fire Service Area. The Bear Creek Fire Service Area will pledge its full faith and credit for payment of the general obligation bond debt.

Voter approval of this bond proposition authorizes for each \$100,000 of assessed real and personal property value in the Bear Creek Fire Service Area (based on the estimated 2007 tax year assessed valuation) an annual tax of approximately \$100.00 (an amount equal to approximately 1.0 mill) to retire the proposed general obligation bond debt.

YES [A Yes vote approves the sale of the bonds and construction of a new fire and emergency services facility – based on receiving \$2,100,000 of additional grant funding.]

NO [A No vote prohibits the issuance of the bonds and the construction project.]

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

**WHEREAS,** it is necessary and in the best interest of the Borough and its residents that the Borough proceed to plan, design, do site preparation for, construct, acquire, renovate, install, and equip the capital improvements within the Borough described in Proposition 4 (the "Project"), and issue not to exceed \$1,400,000 principal amount of the general obligation bonds referred to in Proposition 4, constituting all of the unsold general obligation bonds referred to therein, to pay a portion of costs of the Project; and

**WHEREAS,** a Loan Agreement would be entered into between the Alaska Municipal Bond Bank and the Borough, which provides for the Alaska Municipal Bond Bank to purchase the Bonds on the terms and conditions set forth therein and in this resolution, and it is in the best interest of the Borough that it sell the bonds to the Alaska Municipal Bond Bank under such terms and conditions;

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

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

- (a) "Acquired Obligations" means and includes any of the following securities, if and to the extent the same are at the time legal for investment of funds of the Borough: any noncallable bonds or other noncallable obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America.

- (b) "Assembly" means the Assembly of the Borough, as the general legislative authority of the Borough, as the same shall be duly and regularly constituted from time to time.
- (c) "Bond" or "Bonds" means any of the Bonds of the Borough, the issuance and sale of which are authorized herein as the evidence of the indebtedness referred to in Proposition 4.
- (d) "Bond Bank" means the Alaska Municipal Bond Bank.
- (e) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the owners or nominees of the Registered Owners of the Bonds.
- (f) "Borough" means the Kenai Peninsula Borough, a municipal corporation of the State of Alaska, organized as a second class borough under Title 29 of the Alaska Statutes.
- (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- (h) "Cost" or "Costs" means the cost of planning, designing, site preparation, constructing, acquiring, renovating, installing, and equipping the Project, including interest on the Bonds during the period of planning, designing, site preparation, constructing, acquiring, renovating, installing, and equipping the Project, the cost whether incurred by the Borough, the Service Area, or by another of field surveys and advance planning undertaken in connection with the Project properly allocable to the Project, the cost of acquisition of any land or interest therein required as the site or sites of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses whether incurred by the Borough, the Service Area, or by another in connection with the Project prior to or during construction thereof, and allocation of portions of direct costs of the Borough or the Service Area, legal fees, costs of issuance of the Bonds by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors, and consultants in connection therewith, the cost of any bond insurance premium, the cost of audits, the cost of all machinery, apparatus, and equipment, cost of engineering, architectural services, designs, plans, specifications, and surveys, estimates of cost, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incidental to the acquisition and

development of the Project, the financing thereof and the putting of the same in use and operation.

- (i) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank, dated as of the first day of the month in which the Bonds are delivered.
- (j) "Registered Owner" means the person named as the registered owner of a Bond in Bond Register.
- (k) "Registrar" means the Finance Director of the Borough, or any successor that the Borough may appoint by resolution.
- (l) "Service Area" means the Bear Creek Fire Service Area located within the Borough.

**SECTION 2.** Authorization of Bonds and Purpose of Issuance. For the purpose of providing the funds required to pay a portion of the Costs of the Project, to provide for original issue premium or discount, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the Borough hereby authorizes and determines to issue and to sell the Bonds in the aggregate principal amount of not to exceed \$1,400,000. The Bonds shall be designated "Kenai Peninsula Borough, Alaska Bear Creek Fire Service Area General Obligation Bonds."

The Borough has ascertained and hereby determines that each and every matter and thing as to which provision is made in this resolution is necessary in order to carry out and effectuate the purpose of the Borough in accordance with the Constitution and the statutes of the State of Alaska and to incur the indebtedness and issue the Bonds as referred to in Proposition 4.

**SECTION 3.** Obligation of Bonds. The Bonds shall be direct and general obligations of the Service Area and the full faith and credit of the Service Area are hereby pledged to the payment of the principal of and interest on the Bonds. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Service Area without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

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

The Bonds shall bear interest from the date thereof, payable and semiannually on such dates as may be determined by the Mayor or Finance Director. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The Mayor or Finance Director is authorized to fix and determine the maturity dates and the rate of interest on each principal installment of the Bonds, provided that (i) no rate of interest on a principal installment shall exceed the rate of interest on the corresponding maturity of the bonds of the Bond Bank issued to provide funds to purchase the Bonds; (ii) the true interest cost of the Bonds shall not exceed 6.0% unless approved by resolution of the Assembly; and (iii) all of the Bonds shall mature on or before December 31, 2033.

**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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. 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 owned by the Alaska Municipal Bond Bank, payments of principal and interest on the Bonds will be made by check or draft mailed by first class mail to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on or before the payment date, provided that the final installment of principal and interest on the Bonds will be payable upon presentation and surrender of the Bonds by the Registered Owner at the principal office of the Registrar.

**SECTION 6.** Optional Redemption. The Bonds may be subject to redemption, at the Borough's option, as provided in the Loan Agreement.

**SECTION 7.** Form of Bond. Each Bond shall be in substantially the following form, subject to the provisions of the Loan Agreement:

UNITED STATES OF AMERICA  
STATE OF ALASKA

KENAI PENINSULA BOROUGH  
(A Municipal Corporation of the State of Alaska)

NO. \_\_\_\_\_ \$ \_\_\_\_\_

KENAI PENINSULA BOROUGH, ALASKA BEAR CREEK FIRE  
SERVICE AREA GENERAL OBLIGATION BONDS

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, the Principal Amount indicated above in the following installments on \_\_\_\_ 1 of each of the following years, and to pay interest on such installments from the date hereof, payable on [\_\_\_\_ 1, 20\_\_] and semiannually thereafter on the first days of June and December of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
_____	_____	_____

For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bank and the Borough (the "Loan Agreement"). In the event that this Bond is no longer owned by the 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 on or before the payment date, provided that the final installment of principal and interest on this Bond will be payable at the office of the Borough 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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the Bear Creek Fire Service Area General Obligation Bonds of like tenor and effect except as to interest rate, serial number, and maturity, aggregating \$\_\_\_\_\_ in principal amount, and constituting bonds authorized for the purpose of paying the cost of the educational capital improvements in the Borough, and is issued under Resolution 2012-091 of the Borough entitled:

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) TO PAY THE COSTS OF CAPITAL IMPROVEMENTS IN THE BEAR CREEK FIRE SERVICE AREA, FIXING CERTAIN DETAIL OF SUCH BONDS, AND PLEDGING THE FULL FAITH AND CREDIT OF THE BEAR CREEK FIRE SERVICE AREA TO THE PAYMENT THEREOF

(herein called the "Resolution").

The Bonds will be subject to redemption at the option of the Borough as described in the Loan Agreement.

This Bond is transferable as provided in the Resolution, (i) only upon the bond register of the Borough, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the registered owner or the duly authorized attorney of the registered owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and

maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of charges, if any, as therein prescribed. The Borough may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

The full faith and credit of the Bear Creek Fire Service Area are pledged for the payment of the principal of and interest on the Bond as the same shall become due.

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

IN WITNESS WHEREOF, THE KENAI PENINSULA BOROUGH, ALASKA, has caused this Bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

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Mike Navarre, Mayor

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

**SECTION 8. Execution.** The Bonds shall be executed in the name of the Borough by the Mayor, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the Borough Clerk. 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, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

**SECTION 9. Registration.**

- (a) The Bonds shall be issued only in registered form as to both principal and interest. The Borough designates the Borough Finance Director as Registrar for the Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the Borough.
- (b) The Borough, in its discretion, may deem and treat the Registered Owner of 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, 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) 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 canceled by the Registrar. The Registrar shall not be required to transfer or exchange any Bond after the Bond has been called for redemption.
- (d) The Borough covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

**SECTION 10.** Mutilated, Destroyed, Stolen, or Lost Bonds. Upon surrender to the Registrar of 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 identification 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 in connection therewith. 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.

**SECTION 11.** Disposition of the Sale Proceeds of the Bonds. The sale proceeds of the Bonds representing accrued interest on the Bonds may be applied to pay a portion of the interest due on the Bonds on the first interest payment date. The remainder of the sale proceeds of the Bonds shall be applied to pay Costs. The sale proceeds of the Bonds shall be deposited in the appropriate funds or accounts of the Borough for such purposes.

**SECTION 12.** Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that

such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds which will cause the Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The Borough covenants that it will not take or permit any action that would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code.

**SECTION 13.** Sale of the Bonds; Loan Agreement. The sale of for not to exceed \$1,400,000 aggregate principal amount of the Bonds, as provided in the Loan Agreement and this resolution, is hereby authorized and approved. The Mayor or Borough Finance Director is hereby authorized to execute and deliver the Loan Agreement, and a Continuing Disclosure Certificate and such other documents as may be necessary to effectuate issuances of the Bonds on behalf of the Borough.

**SECTION 14.** Authority of Officers. The Mayor, the Borough Finance Director, the Borough Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this resolution, or to be determined by a subsequent ordinance or resolution, to the end that the Borough may carry out its obligations under the Bonds and this resolution.

**SECTION 15.** Defeasance. In the event that money and/or non-callable Acquired Obligations maturing at such 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 trust account to effect such redemption or retirement and such moneys and the principal of and interest on such Acquired Obligations are irrevocably set aside and pledged for such purpose, then no further payments need to be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

**SECTION 16.** Amendatory and Supplemental Resolutions.

- (a) The Assembly from time to time and at any time may adopt 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:
  - (i) To add to the covenants and agreements of the Borough in this resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Borough.
  - (ii) 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 Registered Owner of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Registered Owner of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.

- (b) With the consent of a bond insurer, if any, or the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Assembly may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this resolution or of any supplemental resolution; provided, however that no such supplemental resolution shall:

- (i) extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, 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 owners of each Bond so affected; or

- (ii) reduce the aforesaid percentage of owners of Bonds required to approve any such supplemental resolution without the consent of the owners of all the Bonds then outstanding.

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

- (c) Upon the adoption of any supplemental resolution under this section, this resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Borough and all Registered Owners of outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this resolution for any and all purposes.

- (d) Bonds executed and delivered after the execution of any supplemental resolution adopted under this section may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, new Bonds modified so as to conform, in the opinion of the Borough, to any modification of this resolution contained in any such supplemental resolution may be prepared by the Borough and delivered without cost to the Registered Owner of the Bonds then

outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

**SECTION 17. Miscellaneous.**

- (a) All payments made by the Borough of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.
- (b) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this resolution against any member of the Assembly or officer of the Borough or any person executing the Bonds. The Bonds are a debt only of the Service Area and are not and shall not be in any way a debt or liability of the Borough, the State of Alaska or of any political subdivision thereof, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of the Borough, the State or of any political subdivision thereof.

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

**SECTION 19. Effective date.** This resolution shall take effect immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 4TH DAY OF DECEMBER, 2012.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy  
No: None  
Absent: None



Introduced by:	Mayor
Date:	09/15/20
Hearing:	10/13/20
Action:	Postponed as Amended to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	Tabled as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-08**

**AN ORDINANCE APPROPRIATING REFINANCED 2013 SCHOOL GENERAL  
OBLIGATION BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND  
REFINANCING ISSUANCE COSTS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the “Borough”), to finance certain educational capital improvements, issued and sold its Education Capital Improvement General Obligation Bond, Series 2013, dated November 14, 2013, in the original principal amount of \$20,860,000 (the “2013 Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by Resolution No. 2013-071 of the Borough adopted on October 8, 2013 (the “Bond Resolution”), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of November 1, 2013 (the “Loan Agreement”); and

**WHEREAS,** the Bond Bank issued and sold its General Obligation Bonds, 2013 Series Three (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

**WHEREAS,** Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS,** through Resolution 2020-042, the assembly approved the Borough’s participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank anticipates a refinancing closing date following October 1, 2020;

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

**SECTION 1.** That 2013 refinanced school bond proceeds in the amount of up to \$6,860.00 are appropriated to the School Bond Capital Project Fund, account number 401.78050.21BND.49999 to pay costs related to the issuance.

**SECTION 2.** 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 3.** That eligible costs incurred prior to the appropriation date will be charged to the project.

**SECTION 4.** This ordinance takes effect immediately upon its enactment.

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

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

10/13/20 Vote on motion to postpone as amended to 12/01/20:

Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None

12/01/20 Vote on motion to table as amended:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: None  
Absent: None

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *CP*

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

**DATE:** September 3, 2020

**SUBJECT:** Ordinance 2020-19 08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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In May 2020, the Kenai Peninsula Borough approved Resolution 2020-042, authorizing the Borough's participation in the refinancing of select series for the 2013 school general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2013 school bonds could be refinanced, with potential savings to borough residents of approximately \$670,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

**FINANCE DEPARTMENT  
ACCOUNT / FUNDS VERIFIED**

Acct. No. 401.00000.21BND.39010

Amount: \$6,860.00

By: *PP* Date: 9/2/2020

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor CP

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

**DATE:** November 19, 2020

**SUBJECT:** Request to Table Ordinance 2020-19-08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling.

The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are looking to postpone the refinancing of the 2013 School General Obligation Bonds until calendar year 2021.

Therefore, we are requesting to table this ordinance until early 2021, providing more time for analysis and review of the market

Your consideration is appreciated.

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor CP

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

**DATE:** October 1, 2020

**SUBJECT:** Amendment to Ordinance 2020-19-08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the 2013 School General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the November 10, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

- Amend the last whereas clause, as follows:

**WHEREAS,** the Bond Bank anticipates a refinancing closing date ~~[of September 2020]~~ following October 1, 2020;

Your consideration is appreciated.

Introduced by:	Mayor
Date:	10/08/13
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-071**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL  
OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE  
AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,987,000 TO PAY THE  
COSTS OF EDUCATIONAL CAPITAL IMPROVEMENTS IN THE BOROUGH,  
FIXING CERTAIN DETAILS OF SUCH BONDS, AND PLEDGING THE FULL FAITH  
AND CREDIT OF THE BOROUGH TO THE PAYMENT THEREOF**

**WHEREAS**, pursuant to Ordinance 2013-28 of the Kenai Peninsula Borough (the "Borough") enacted on August 6, 2013, the following question, referred to at the election held on October 1, 2013 as Proposition No. 2 ("Proposition 2"), was passed and approved:

**PROPOSITION NO. 2**

*Shall the Kenai Peninsula Borough borrow up to \$22,987,000 through the issuance of general obligation bonds?*

The general obligation bond proceeds will be used to pay costs of planning, designing, site preparation, constructing, acquiring, renovating, installing and equipping educational capital improvement projects consisting of a new Homer High School field and roof replacements at Tustumena Elementary School, Skyview School, Soldotna Middle School, Homer Junior High School, Paul Banks School, Kenai Central High School, Soldotna High School, Kenai Middle School, Kenai Alternative School, and Ninilchik School, and similar education capital improvements in the Borough.

The debt will be paid from ad valorem taxes on all taxable property levied and collected areawide in the Borough. The Borough will also pledge its full faith and credit for payment of the debt. The approximate annual amount of taxes on \$100,000 of assessed real or personal property value (based on the Borough's FY2014 taxable assessed valuation) to retire the debt is \$6.77, assuming 70 percent debt service reimbursement from the State of Alaska.

No bonds will be issued, unless and until the project qualifies for at least 70 percent debt service reimbursement from the State of Alaska under existing or new legislation. Receipt of State reimbursement is subject to annual legislative appropriations.



FISCAL NOTE: it is estimated that the annual debt service for the school bonds would be approximately \$1,574,500 of which \$1,102,150 would be received from the State of Alaska under the 70% debt reimbursement program, resulting in a net cost to the Borough of \$472,350; an amount equal to \$6.77 per \$100,000 of assessed real or personal property (based upon the Borough's FY2014 taxable assessed valuation).

*Shall the Kenai Peninsula Borough borrow up to \$22,987,000 through the issuance of general obligation bonds?*

Yes [A "Yes" vote approves the sale of bonds only if, and to the extent that, such project qualifies for at least 70% debt reimbursement from the State of Alaska.]

No [A "No" vote opposes the sale of bonds.]

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

**WHEREAS,** the Borough received formal notification from the Alaska Department of Education and Early Development ("DEED") that the Project herein is eligible for debt reimbursement at a rate of 70 percent; and

**WHEREAS,** it is necessary and in the best interest of the Borough and its residents that the Borough proceed to plan, design, do site preparation for, construct, acquire, renovate, install and equip the capital improvements within the Borough described in Proposition 2 (the "Project"), and issue the general obligation bonds referred to in Proposition 2 in the principal amount not to exceed \$22,987,000, constituting all of the unsold general obligation bonds referred to therein, to pay costs of the Project; and

**WHEREAS,** it is in the best interest of the Borough to enter into a Loan Agreement between the Alaska Municipal Bond Bank and the Borough, which provides for the Alaska Municipal Bond Bank to purchase the Bonds on the terms and conditions set forth therein and in this resolution;

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

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

- (a) "Assembly" means the Assembly of the Borough, as the general legislative authority of the Borough, as the same shall be duly and regularly constituted from time to time.
- (b) "Bond" or "Bonds" means any of the Bonds of the Borough, the issuance and sale of which are authorized herein as the evidence of the indebtedness referred to in Proposition 2.
- (c) "Bond Bank" means the Alaska Municipal Bond Bank.
- (d) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the owners or nominees of the Registered Owners of the Bonds.
- (e) "Borough" means the Kenai Peninsula Borough, a municipal corporation of the State of Alaska, organized as a second class borough under Title 29 of the Alaska Statutes.
- (f) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- (g) "Continuing Disclosure Certificate" means the certificate dated as of the date of the Bonds, described in Section 18 of this resolution.
- (h) "Cost" or "Costs" means the cost of planning, designing, acquiring property for, site preparation, constructing, acquiring, renovating, installing and equipping the Project, including interest on the Bonds during the period of planning, designing, acquiring property for, site preparation, constructing, acquiring, renovating, installing, and equipping the Project, the cost whether incurred by the Borough or by another of field surveys and advance planning undertaken in connection with the Project properly allocable to the Project, the cost of acquisition of any land or interest therein required as the site or sites of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses whether incurred by the Borough or by another in connection with the Project prior to or during construction thereof and allocable portions of direct costs of the Borough, legal fees, costs of issuance of the Bonds by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, the cost of any bond insurance premium, the cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, architectural services, designs, plans, specifications and surveys, estimates of cost, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to

determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the acquisition and development of the Project, the financing thereof and the putting of the same in use and operation.

- (i) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank.
- (j) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.
- (k) "Registrar" means the Finance Director of the Borough, or any successor that the Borough may appoint through resolution.

**SECTION 2.** Authorization of Bonds and Purpose of Issuance. For the purpose of providing the funds required to pay the Costs of the Project, to provide for original issue discount or premium, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the Borough hereby authorizes and determines to issue and sell the Bonds in the aggregate principal amount of not to exceed \$22,987,000. The Bonds shall be designated "Kenai Peninsula Borough, Alaska General Obligation School Bonds."

The Borough has ascertained and hereby determines that each and every matter and thing as to which provision is made in this resolution is necessary in order to carry out and effectuate the purpose of the Borough in accordance with the Constitution and the statutes of the State of Alaska and to incur the indebtedness and issue the Bonds as referred to in Proposition 2.

**SECTION 3.** Obligation of Bonds. The Bonds shall be direct and general obligations of the Borough, and the full faith and credit of the Borough are hereby pledged to the payment of the principal of and interest on the Bonds. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Borough without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

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

The Bonds shall bear interest from the date thereof, payable on May 15, 2014, and semiannually thereafter on November 15 and May 15 of each year or such other dates as may be determined by the Mayor or Finance Director. Interest

shall be computed on the basis of a 360-day year composed of twelve 30-day months. The Mayor or Finance Director is authorized to fix and determine the maturity dates and the rate of interest on each principal installment of the Bonds, provided that (i) no rate of interest on a principal installment shall exceed the rate of interest on the corresponding maturity of the bonds of the Bond Bank issued to provide funds to purchase the Bonds; (ii) the true interest cost of the Bonds shall not exceed 6.0 percent unless approved by resolution of the Assembly; and (iii) all of the Bonds shall mature on or before November, 2034.

**SECTION 5.** Payment of Principal and Interest. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. 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 owned by the Bond Bank, payments of principal and interest on the Bonds will be made by check or draft mailed by first class mail to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal and interest on the Bonds will be payable at the principal office of the Registrar upon surrender of the Bond.

**SECTION 6.** Defeasance. In the event money and/or non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America, maturing at such 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 trust account to effect such redemption or retirement and such moneys and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

**SECTION 7.** Redemption. The Bonds, if any, subject to optional redemption by the Borough, the times when such Bonds are subject to optional redemption, the terms upon which such Bonds may be redeemed, and the redemption price or prices for such Bonds, shall be determined at the time of sale of the Bonds by the Mayor or Finance Director. For so long as the Bonds are held by the Bond Bank, redemption shall be in accordance with the provisions of the Loan Agreement.

**SECTION 8.** Form of Bond. Each Bond shall be in substantially the following form, subject to the provisions of the Loan Agreement:

UNITED STATES OF AMERICA  
STATE OF ALASKA

KENAI PENINSULA BOROUGH  
(A Municipal Corporation of the State of Alaska)

NO. \_\_\_\_\_

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

GENERAL OBLIGATION SCHOOL BONDS 20\_\_\_\_

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, the Principal Amount indicated above in the following installments on \_\_\_\_\_ 1 of each of the following years, and to pay interest on such installments from the date hereof, payable on \_\_\_\_\_ 1, 2014 and semiannually thereafter on the first days of \_\_\_\_\_ and \_\_\_\_\_ of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bank and the Borough (the "Loan Agreement"). In the event that this Bond is no longer owned by the 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 on the 15th day of the month preceding the payment date, provided that the final installment of principal and interest on this Bond will be payable at the office of the Borough 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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the General Obligation School Bonds, 20\_\_\_\_ of the Kenai Peninsula Borough, Alaska of like tenor and effect except as to interest rate, serial number and maturity, aggregating \$\_\_\_\_\_ in principal amount, and constituting bonds authorized

for the purpose of paying the cost of the educational capital improvements in the Borough, and is issued under Resolution 2013-071 of the Borough entitled:

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,987,000 TO PAY THE COSTS OF EDUCATIONAL CAPITAL IMPROVEMENTS IN THE BOROUGH, FIXING CERTAIN DETAILS OF SUCH BONDS, AND PLEDGING THE FULL FAITH AND CREDIT OF THE BOROUGH TO THE PAYMENT THEREOF

(herein called the "Resolution").

The Bonds will be subject to redemption at the option of the Borough as described in the Loan Agreement.

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

This Bond is a general obligation of the Kenai Peninsula Borough, and the full faith and credit of the Borough is pledged for the payment of the principal of and interest on the Bond as the same shall become due.

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

IN WITNESS WHEREOF, THE KENAI PENINSULA BOROUGH, ALASKA, has caused this Bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MIKE NAVARRE  
Borough Mayor



ATTEST:

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JOHNI BLANKENSHIP, MMC, Borough Clerk

**SECTION 9.** Execution. The Bonds shall be executed in the name of the Borough by the Mayor, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the Borough Clerk. 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, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

**SECTION 10.** Registration. (a) The Bonds shall be issued only in registered form as to both principal and interest. The Borough designates the Borough Finance Director as Registrar for the Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the Borough.

- (b) The Borough, in its discretion, may deem and treat the Registered Owner of 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, 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) 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 canceled by the Registrar. The Registrar shall not be required to transfer or exchange any Bond after the Bond has been called for redemption.
- (d) The Borough covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

- SECTION 11.** 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 identification 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 in connection therewith. 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.
- SECTION 12.** Disposition of the Sale Proceeds of the Bonds. The sale proceeds of the Bonds representing accrued interest on the Bonds, if any, shall be applied to pay a portion of the interest due on the Bonds on the first interest payment date for the Bonds. The remainder of the sale proceeds of the Bonds shall be applied to pay Costs. The sale proceeds of the Bonds shall be deposited in the appropriate funds or accounts of the Borough for such purposes as may be determined by the Finance Director.
- SECTION 13.** Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds which will cause the Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The Borough covenants that it will not take or permit any action that would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code.
- SECTION 14.** Sale of the Bonds; Loan Agreement. The sale of not to exceed \$22,987,000 aggregate principal amount of the Bonds, as provided in the Loan Agreement and this resolution, is hereby authorized and approved. The Mayor and the Finance Director are each hereby authorized to execute and deliver the Loan Agreement, a Continuing Disclosure Certificate and such other documents as may be necessary to effectuate issuance of the Bonds on behalf of the Borough.
- SECTION 15.** Authority of Officers. The Mayor, the Borough Finance Director, and the Borough Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this resolution, or to be determined by a subsequent ordinance or resolution, to the end that the Borough may carry out its obligations under the Bonds and this resolution.

**SECTION 16. Amendatory and Supplemental Resolutions.** (a) The Assembly from time to time and at any time may adopt 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:

- (i) To add to the covenants and agreements of the Borough in this resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Borough.
- (ii) 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 Registered Owner of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Registered Owners of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.

- (b) With the consent of a bond insurer, if any, or the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Assembly may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this resolution or of any supplemental resolution; provided, however that no such supplemental resolution shall:
  - (i) extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, 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 owners of each Bond so affected; or
  - (ii) reduce the aforesaid percentage of owners of Bonds required to approve any such supplemental resolution without the consent of the owners of all the Bonds then outstanding.

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

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

**SECTION 17. Miscellaneous.** (a) All payments made by the Borough of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.

- (b) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this resolution against any member of the Assembly or officer of the Borough or any person executing the Bonds. The Bonds are not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the Borough, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said State or of any political subdivision thereof, except the Borough.

**SECTION 18. Continuing Disclosure.** The Borough acknowledges that now or in the future the Borough may be an "obligated person" under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). In accordance with the Rule, the Borough agrees to comply with and carry out continuing disclosure obligations required under Rule 15c2-12 and the Loan Agreement. Notwithstanding any other provision of this Resolution, failure of the Borough to comply with the Continuing Disclosure Certificate shall not be considered a default of the Borough's obligations under this Resolution, the Loan Agreement or the Bonds; however the beneficial owner of any Bond may bring an action for specific performance, to cause the Borough to comply with its continuing disclosure obligations.

**SECTION 19. Severability.** If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

**SECTION 20. Effective date.** This resolution shall take effect immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 8TH DAY OF OCTOBER, 2013.**

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Linda Murphy, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy  
No: None  
Absent: None

Introduced by:	Mayor
Date:	06/16/20
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-042**

**A RESOLUTION APPROVING THE KENAI PENINSULA BOROUGH'S PARTICIPATION IN A PROPOSED REFINANCING BY THE ALASKA MUNICIPAL BOND BANK OF ITS GENERAL OBLIGATION BONDS THAT PROVIDED FUNDS TO PURCHASE THE EDUCATION CAPITAL IMPROVEMENT GENERAL OBLIGATION BOND, SERIES 2013 OF THE KENAI PENINSULA BOROUGH, UNDER A LOAN AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE ALASKA MUNICIPAL BOND BANK; AND AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR OR DESIGNEE TO APPROVE A REVISED SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS ON THE KENAI PENINSULA BOROUGH'S 2013 BOND, IN ACCORDANCE WITH THE LOAN AGREEMENT, IF THE ALASKA MUNICIPAL BOND BANK SUCCESSFULLY REFINANCES ITS BONDS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the "Borough"), to finance certain educational capital improvements, issued and sold its Education Capital Improvement General Obligation Bond, Series 2013, dated November 14, 2013, in the original principal amount of \$20,860,000 (the "2013 Bond") to the Alaska Municipal Bond Bank (the "Bond Bank"), as authorized by Resolution No. 2013-071 of the Borough adopted on October 8, 2013 (the "Bond Resolution"), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of November 1, 2013 (the "Loan Agreement"); and

**WHEREAS,** the Bond Bank issued and sold its General Obligation Bonds, 2013 Series Three (the "Bond Bank Bonds"), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

**WHEREAS,** Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank now intends to issue a series of its general obligation refunding bonds (the "Bond Bank Refunding Bonds") for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and



**WHEREAS,** the Assembly wishes to approve the Borough's participation in this refinancing and to authorize the Borough Mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds;

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

**SECTION 1. Approval of Refinancing.** The Assembly hereby approves the Borough's participation in the Bond Bank's refinancing of the Bond Bank Bonds and authorizes the Borough Mayor or his designee to approve a revised schedule of principal payment amounts and interest rates for the 2013 Bond, in accordance with Section 6 of the Loan Agreement, so long as the revised debt service schedule is financially advantageous to the Borough. The revised schedule of debt service on the 2013 Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement (the "Amendatory Loan Agreement") and a refunding bond (the "2020 Refunding Bond") to be issued in exchange for the 2013 Bond. Notwithstanding, if only a portion of the outstanding principal amount of the 2013 Bond is refinanced, the 2013 Bond shall be exchanged for a bond reflecting the unrefunded portion of the 2013 Bond (the "Exchanged 2013 Bond"). The Borough Mayor or Finance Director is hereby authorized to execute and deliver the Amendatory Loan Agreement on behalf of the Borough and to deliver the 2020 Refunding Bond and Exchanged 2013 Bond, as the case may be, executed in accordance with the provisions of the Bond Resolution and this resolution, to the Bond Bank in exchange for the 2013 Bond. The Borough Mayor, Finance Director and other appropriate officers and employees of Borough are also hereby authorized to provide financial information about the Borough that the Bond Bank may require for the official statement for the Bond Bank Refunding Bonds.

**SECTION 2. Tax Matters.** The 2013 Bond was issued as a tax-exempt obligation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to applicable law, the 2020 Refunding Bond may be issued on a tax-exempt or taxable basis as determined by the Mayor or Finance Director. The Exchanged 2013 Bond shall retain its original tax treatment under the Code.

**SECTION 3. General Authorization.** The Mayor, Finance Director, Borough Clerk, Borough Attorney, and any other appropriate officers, agents, attorneys and employees of the Borough are each hereby authorized and directed to cooperate with the Bond Bank and to take such steps, do such other acts and things, and execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this Resolution.


**SECTION 4. Prior Acts.** Any and all acts heretofore taken by officers, agents, attorneys and employees of the Borough in connection with refinancing the 2013 Bond are hereby ratified and confirmed.


**SECTION 5. Recitals.** The recitals to this resolution are hereby incorporated into this resolution as if fully set forth herein.

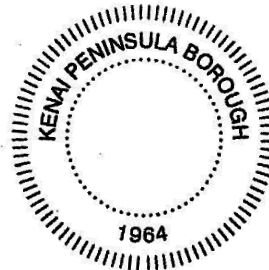
**SECTION 6. Effective Date.** This resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2020.**

ATTEST:

  
Johni Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None


## CERTIFICATE

I, the undersigned, Clerk of the Kenai Peninsula Borough, Alaska (the "Borough"), Do  
HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020-042 (the "Resolution") of the Borough as approved at a regular meeting of the Assembly of the Kenai Peninsula Borough, Alaska (the "Assembly") held on the 16th day of June, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the approval of the Resolution; that all other requirements and proceedings incident to the proper approval of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 2020.

  
John Blankenship, MMC, Borough Clerk  
Kenai Peninsula Borough

Introduced by:	Mayor
Date:	09/15/20
Hearing:	10/13/20
Action:	Postponed as Amended to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	Tabled as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-09**

**AN ORDINANCE APPROPRIATING REFINANCED 2011 HOSPITAL GENERAL  
OBLIGATION BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND  
REFINANCING ISSUANCE COSTS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the “Borough”), refunded its Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003, dated December 18, 2003, with proceeds of its Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011, in the original principal amount of \$27,905,000 (the “2011 Bond”); and

**WHEREAS,** the 2011 Bond was issued pursuant to Borough Resolution 2011-073, adopted by the Assembly on July 5, 2011 (the “Bond Resolution”) and purchased by the Alaska Municipal Bond Bank (the “Bond Bank”), based on the terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of September 15, 2011 (the “Loan Agreement”); and

**WHEREAS,** the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2011 Series Three (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2011 Bond, as provided in the Loan Agreement; and

**WHEREAS,** Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2011 Bond may be adjusted to reduce debt service on the 2011 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS,** through Resolution 2020-043, the assembly approved the Borough’s participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2011 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank anticipates a refinancing closing date following October 1, 2020;

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

**SECTION 1.** That 2011 refinanced hospital bond proceeds in the amount of up to \$6,860 are appropriated to the Central Peninsula Hospital Capital Project Fund, account number 490.81110.21BND.49999 to pay costs related to the issuance.

**SECTION 2.** 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 3.** That eligible costs incurred prior to the appropriation date will be charged to the project.

**SECTION 4.** This ordinance takes effect immediately upon its enactment.

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

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

10/13/20 Vote on motion to postpone as amended to 12/01/20:

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

No: None

Absent: None

12/01/20 Vote on motion to table as amended:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *CP*

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

**DATE:** September 3, 2020

**SUBJECT:** Ordinance 2020- 19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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In May 2020, the Kenai Peninsula Borough Assembly approved Resolution 2020-043, authorizing the Borough's participation in the refinancing of select series for the 2011 hospital general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2011 hospital bonds could be refinanced, with potential savings to borough residents of approximately \$200,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>490.00000.21BND.39010</u>
Amount:	<u>\$6,860.00</u>
By: <u><i>PP</i></u>	Date: <u>9/2/2020</u>



# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*

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

**DATE:** November 19, 2020

**SUBJECT:** Request to Table Ordinance 2020-19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling.

The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are looking to postpone the refinancing of the 2011 Central Peninsula Hospital General Obligation Bonds until calendar year 2021.

Therefore, we are requesting to table this ordinance until early 2021, providing more time for analysis and review of the market

Your consideration is appreciated.

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor CP

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

**DATE:** October 1, 2020

**SUBJECT:** Amendment to Ordinance 2020-19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the 2011 CPGH Hospital General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the November 10, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

- Amend the last whereas clause, as follows:

**WHEREAS,** the Bond Bank anticipates a refinancing closing date  
**[of September 2020] following October 1, 2020;**

Your consideration is appreciated.

Introduced by:	Mayor
Date:	07/05/11
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2011-073**

**A RESOLUTION AUTHORIZING THE ISSUE OF CENTRAL KENAI PENINSULA  
HOSPITAL SERVICE AREA GENERAL OBLIGATION REFUNDING BONDS, 2011 IN  
ONE OR MORE SERIES IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED  
\$33,965,000 TO REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION  
BONDS OF THE SERVICE AREA, FIXING CERTAIN DETAILS OF SUCH BONDS  
AND AUTHORIZING THEIR SALE AND REPEALING RESOLUTION 2010-091**

**WHEREAS,** there are now outstanding \$35,990,000 of the Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003 of the Borough maturing on or after February 1, 2012 issued under Resolution 2003-121 of the Borough (the "2003 Bonds"); and

**WHEREAS,** the Assembly finds that it is in the best interest of the Borough to provide for the refunding, including payment of principal of, premium, if any, and interest on, those maturities of the 2003 Bonds (the "Refunded Bonds") whose refunding the Borough Mayor or Borough Finance Director determines will produce the debt service savings described in this resolution, by the issuance of Service Area general obligation refunding bonds in the aggregate principal amount of not to exceed \$33,965,000; and

**WHEREAS,** to effect such refunding in the most economical manner, part of the sale proceeds of the bonds authorized herein (the "Bonds") may be invested in obligations to be authorized and approved by the Borough Mayor or Borough Finance Director, maturing in such amounts and at such times as are required to pay interest on the Refunded Bonds prior to the date of their redemption and to redeem the Refunded Bonds on the earliest date on which the Refunded Bonds may be called for redemption; and

**WHEREAS,** Section 29.47.320 of the Alaska Statutes provides that general obligation refunding bonds may be issued without an election and that their issuance may be authorized by resolution, and Section 29.47.410 of the Alaska Statutes provides that the Assembly by resolution or resolution may provide for the form and manner of sale of bonds and notes; and

**WHEREAS,** the Assembly finds that it is necessary and appropriate to delegate to each of the Borough Mayor and Borough Finance Director authority to determine the maturity amounts, interest rates and other details of the Bonds, the amount of Bond proceeds and the obligations necessary to effect the refunding of the Refunded Bonds, and to determine other matters that are not provided for in this

resolution;

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

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

- (a) "Assembly" means the Assembly of the Kenai Peninsula Borough, as the general legislative authority of the Kenai Peninsula Borough, as the same shall be duly and regularly constituted from time to time.
- (b) "Bond" or "Bonds" means any of the "Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011" of the Kenai Peninsula Borough, in one or more series, the issuance and sale of which are authorized herein.
- (c) "Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska.
- (d) "Bond Bank Bonds" means the General Obligation and Refunding Bonds, 2011 Series Three of the Bond Bank.
- (e) "Bond Register" means the registration books maintained by the Paying Agent as Bond registrar, which include the names and addresses of the owners or nominee of the owners of the Bonds.
- (f) "Borough" means the Kenai Peninsula Borough, a municipal corporation of the State of Alaska, incorporated January 1, 1964 as a second class borough under the laws of the State of Alaska.
- (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- (h) "Cost" or "Costs" means allocable portions of direct costs of the Borough, legal fees, fees and expenses of the Paying Agent, costs of issuance of the Bonds by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, and all other expenses necessary or incidental thereto.
- (i) "Escrow Agent" means The Bank of New York Trust Company, N.A., and its successors.
- (j) "Escrow Agreement" means the Escrow Agreement between the Escrow Agent and the Borough, under which the Escrow Obligations will be deposited, together with other moneys, if necessary, to pay the interest on and the redemption price of the Refunded Bonds.

- (k) "Escrow Obligations" means. non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America or an agency or instrumentality of the United States of America.
- (l) "Letter of Representations" means the blanket letter of representations from the Borough to DTC, dated as of October 23, 2003.
- (m) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank to be entered into in conjunction with issuing the Bonds.
- (n) "2003 Bonds" means the \$47,985,000 of Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003 of the Borough.
- (o) "Refunded Bonds" means the maturities and sinking fund installments of the 2003 Bonds whose refunding is approved by the Borough Mayor or Borough Finance Director under Section 13 hereof.
- (p) "Refunding Account" means the special account established under Section 7(C) hereof and designated as the "Service Area General Obligation Bond Refunding Account," for the purpose of holding moneys, including Bond proceeds, to be used to pay the interest on and the redemption price of the Refunded Bonds.
- (q) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.
- (r) "Registrar" means the Borough Finance Director.
- (s) "Resolution" means this Resolution 2011-\_\_ of the Borough.
- (t) "Service Area" means the Central Kenai Peninsula Hospital Service Area.

**SECTION 2. Authorization of Bonds and Purpose of Issuance.** For the purpose of providing part of the funds required to pay the Costs, providing the funds required to purchase Escrow Obligations and to provide beginning cash to effect the refunding of the Refunded Bonds in the manner and at the times hereinafter set forth, to provide for original issue discount, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the Borough hereby authorizes and determines to issue and sell the Bonds in the aggregate principal amount of not to exceed \$33,965,000.

**SECTION 3. Obligation of Bonds.** The Bonds shall be direct and general obligations of the Service Area and the full faith and credit of the Service Area are hereby pledged to the payment of the principal of and interest on the Bonds. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Service Area without limitation as to rate or amount,

in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

**SECTION 4.** Designation, Maturities, Interest Rates, and Other Details of Bonds. The Bonds shall be designated the "Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011." The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be numbered separately in the manner and with such additional designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

The dated date, the principal and interest payment dates, the aggregate principal amount, the principal amount of each maturity, and the interest rates on the Bonds shall be determined at the time of execution of the Loan Agreement under Section 13.

**SECTION 5.** Redemption. The bonds are subject to redemption as provided in the Loan Agreement.

**SECTION 6.** Form of Bond. Each Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Resolution:

UNITED STATES OF AMERICA  
STATE OF ALASKA

KENAI PENINSULA BOROUGH  
(A Municipal Corporation of the State of Alaska)

NO. \_\_\_\_\_ \$ \_\_\_\_\_

CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA  
GENERAL OBLIGATION REFUNDING BONDS, 2011

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, the Principal Amount indicated above in the following installments on [\_\_\_\_\_] 1] of each of the following years, and to pay interest on such installments from the date hereof, payable on [\_\_\_\_\_] 1, 20\_\_] and semiannually thereafter on the first days of \_\_\_\_\_ and \_\_\_\_\_ of each year, at the rates per annum as follows:



<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bank and the Borough dated as of \_\_\_\_\_, 2011 (the "Loan Agreement"). In the event that this Bond is no longer owned by the Bank, installments of principal of and interest on this Bond shall be made by check or draft mailed by first class mail to the registered owner as of the close of business on the fifteenth day of the month preceding each installment payment date; provided that the final installment of principal and interest on this Bond will be payable upon presentation and surrender of this Bond by the Registered Owner at the office of the Registrar. 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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the Central Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011 of the Kenai Peninsula Borough, Alaska of like tenor and effect except as to interest rate, serial number and maturity, aggregating \$\_\_\_\_\_ in principal amount, and constituting bonds authorized for the purpose of refunding certain general obligation bonds issued by the Borough, and is issued under Resolution 2011-\_\_ of the Borough entitled:

A RESOLUTION AUTHORIZING THE ISSUE OF CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA GENERAL OBLIGATION REFUNDING BONDS, 2011 IN ONE OR MORE SERIES IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$\_\_\_\_\_ TO REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE SERVICE AREA, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING THEIR SALE AND REPEALING RESOLUTION 2010-091.

(herein called the "Resolution").

The Bond is subject to redemption prior to maturity as described in the Loan Agreement.

This Bond is transferable as provided in the Resolution, (i) only upon the bond register of the Borough, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the registered owner or the duly authorized attorney of the registered owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and

upon the payment of charges, if any, as therein prescribed. The Borough may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

This Bond is a general obligation of the Central Peninsula Hospital Service Area, and the full faith and credit of the Service Area are pledged for the payment of the principal of and interest on the Bond as the same shall become due.

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

IN WITNESS WHEREOF, THE KENAI PENINSULA BOROUGH, ALASKA, has caused this Bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
David R. Carey, Mayor

ATTEST:

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

**SECTION 7. Disposition of the Sale Proceeds of the Bonds.**

- (A) The sale proceeds of the Bonds representing accrued interest on the Bonds, if any, shall be applied to pay a portion of the interest due on the Bonds on the first interest payment date for the Bonds.
- (B) Sale proceeds of a principal amount of Bonds to be determined by the Borough Mayor or the Borough Finance Director shall be applied to pay Costs allocated to such Bonds, and shall be deposited in the appropriate funds or accounts of the Borough for such purposes.
- (C) Sale proceeds of a principal amount of Bonds to be determined by the Borough Mayor or the Borough Finance Director shall be deposited in the "Service Area General Obligation Bond Refunding Account" (the "Refunding Account") which is hereby created, and used, together with such other moneys as may be transferred to said account, to deposit cash and to purchase Escrow

Obligations maturing as to principal and interest in such amounts and at such times as necessary to provide for the payment of the interest on and the redemption price of the Refunded Bonds. Such money and escrow obligations shall be deposited in trust with the Escrow Agent pursuant to the Escrow Agreement, the terms of which shall be subject to approval by the Borough Finance Director. Such money and obligations are hereby pledged to be held and applied solely for the purpose set forth herein. When all of the Refunded Bonds shall have been redeemed and retired, the Borough may cause to be transferred to the Borough from the Refunding Account free of trust all moneys remaining therein.

**SECTION 8. Designation of Refunded Bonds.** The Borough Mayor and the Borough Finance Director each is authorized to designate which, if any, maturities of the 2003 Bonds, authorized to be refunded in this Resolution shall be refunded, provided that the refunding of the bonds so designated shall realize a debt service savings, net of all issuance costs and underwriting discount.

**SECTION 9. Call of Refunded Bonds for Redemption.** The Borough hereby elects to redeem the Refunded Bonds on August 1, 2013.

Notice of redemption of the Refunded Bonds shall be given in the manner set forth in Resolution 2003-121 authorizing the Refunded Bonds. The election to make such call for redemption shall be subject to the delivery of the Bonds to the initial purchasers thereof and shall become irrevocable upon such delivery.

**SECTION 10. Tax Covenants.** The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds which will cause the Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The Borough covenants that it will not take or permit any action that would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code.

**SECTION 11. Amendatory and Supplemental Resolutions.**

- (A) The Assembly from time to time and at any time may adopt a resolution supplemental hereto, which thereafter shall become a part of this Resolution, for any one or more of the following purposes:
  - (1) To add to the covenants and agreements of the Borough in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Borough.

- (2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Resolution or in regard to matters or questions arising under this Resolution as the Assembly may deem necessary or desirable and not inconsistent with this Resolution and which shall not adversely affect the interests of the Registered Owners of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Registered Owner of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (B) of this section.

- (B) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Assembly may adopt a resolution 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 Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, 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 Registered Owners of each Bond so affected; or
  - (2) reduce the aforesaid percentage of Registered Owners of Bonds required to approve any such supplemental resolution without the consent of the Registered Owners of all of the Bonds then outstanding.

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

- (C) Upon the adoption of any supplemental resolution under this section, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Borough and all Registered Owners of outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.
- (D) Bonds executed and delivered after the execution of any supplemental resolution adopted under this section may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental

resolution shall so provide, new Bonds modified so as to conform, in the opinion of the Borough, to any modification of this Resolution contained in any such supplemental resolution may be prepared by the Borough and delivered without cost to the Registered Owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

**SECTION 12. Defeasance.** In the event money and/or non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America, maturing at such 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 trust account to effect such redemption or retirement and such moneys and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

**SECTION 13. Sale of Bonds.** The sale of not to exceed \$33,965,000 aggregate principal amount of the Bonds to the Bond Bank, as provided in the Loan Agreement is hereby authorized and approved. The Borough has been advised by the Bond Bank that bond market conditions are fluctuating and that the most favorable market conditions for the sale of the Bond Bank Bonds may not occur on the date of a regular Assembly meeting. The Assembly has determined that it would be inconvenient to hold a special meeting on short notice to approve the terms of the Bonds. Therefore, the Assembly hereby determines that it is in the best interest of the Borough to delegate the authority to approve the terms of the Bonds as provided herein. Each of the Mayor and the Borough Finance Director is hereby authorized to determine the aggregate principal amount, maturity amounts, interest rates, yields, dated date, principal and interest payment dates, and redemption terms, if any, for the Bonds, so that such terms of the Bonds conform to the terms of the corresponding Bond Bank Bonds; provided that (i) the principal amount of each maturity of the Bonds shall not exceed the principal amount of the portion of the corresponding maturity of the Bond Bank Bonds that is allocated to the making of a loan to the Borough; and (ii) the interest rate on each maturity of the Bonds shall not exceed the interest rate on the corresponding maturity of the Bond Bank Bonds. Based upon the foregoing determinations, the Mayor and the Borough Finance Director each is authorized to negotiate and execute a Loan Agreement. The authority granted to the Mayor and Borough Finance Director by this section shall expire 180 days after the effective date of this Resolution. If the Mayor or Borough Finance Director has not executed a Loan Agreement within 180 days from the effective date of this Resolution, the Loan Agreement may not be executed on behalf of the Borough without further authorization from the Assembly.

**SECTION 14. Official Statement.** The Borough Mayor and Borough Finance Director each is hereby authorized to approve and deem a preliminary Official Statement final

for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to approve and execute a final Official Statement for the Bonds.

**SECTION 15. Authority of Officers.** The Mayor, the Borough Finance Director, and the Borough Clerk, are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this Resolution, to the end that the Borough may carry out its obligations under the Bonds and this Resolution.

**SECTION 16. Prohibited Sale of Bonds.** No person, firm or corporation, or any agent or employee thereof, acting as financial consultant to the Borough under an agreement for payment in connection with the sale of the Bonds is eligible to purchase the Bonds as a member of the original underwriting syndicate either at public or private sale.

**SECTION 17. Miscellaneous.**

- (A) All payments made by the Borough of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.
- (B) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this Resolution against any member of the Assembly or officer of the Borough or any person executing the Bonds. The Bonds are not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the Borough, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the Service Area.

**SECTION 18. Continuing Disclosure.** The Borough hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Agreement, to be entered into upon issuance of the Bonds in accordance with Securities and Exchange Commission Rule 15c2-12. Notwithstanding any other provision of this Resolution, failure of the Borough to comply with the Continuing Disclosure Agreement shall not be considered a default of the Borough's obligations under this Resolution or the Bonds.

**SECTION 19. Repeal.** Resolution 2010-091 is repealed.

**SECTION 20. Severability.** If any one or more of the provisions of this Resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.



**SECTION 21.** Effective date. This resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS  
5TH DAY OF JULY, 2011.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes: Haggerty, Johnson, McClure, Murphy, Pierce, Smalley, Smith, Tauriainen, Knopp  
No: None  
Absent: None

Introduced by:	Mayor
Date:	06/16/20
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-043**

**A RESOLUTION APPROVING THE KENAI PENINSULA BOROUGH'S PARTICIPATION IN A PROPOSED REFINANCING BY THE ALASKA MUNICIPAL BOND BANK OF ITS GENERAL OBLIGATION BONDS THAT PROVIDED FUNDS TO PURCHASE THE CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA GENERAL OBLIGATION REFUNDING BONDS, 2011 OF THE KENAI PENINSULA BOROUGH, UNDER A LOAN AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE ALASKA MUNICIPAL BOND BANK; AND AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR OR DESIGNEE TO APPROVE A REVISED SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS ON THE KENAI PENINSULA BOROUGH'S 2011 BOND, IN ACCORDANCE WITH THE LOAN AGREEMENT, IF THE ALASKA MUNICIPAL BOND BANK SUCCESSFULLY REFINANCES ITS BONDS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the "Borough"), refunded its Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003, dated December 18, 2003, with proceeds of its Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011, in the original principal amount of \$27,905,000 (the "2011 Bond"); and

**WHEREAS,** the 2011 Bond was issued pursuant to Borough Resolution 2011-73, adopted by the Assembly on July 5, 2011 (the "Bond Resolution") and purchased by the Alaska Municipal Bond Bank (the "Bond Bank"), based on the terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of September 15, 2011 (the "Loan Agreement"); and

**WHEREAS,** the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2011 Series Three (the "Bond Bank Bonds"), to, among other things, provide funds to purchase the 2011 Bond, as provided in the Loan Agreement; and

**WHEREAS,** Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2011 Bond may be adjusted to reduce debt service on the 2011 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank now intends to issue a series of its general obligation refunding bonds (the "Bond Bank Refunding Bonds") for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS,** the Assembly wishes to approve the Borough's participation in this refinancing and to authorize the Borough Mayor or his designee to accept a revised debt service schedule for the 2011 Bond if the Bond Bank successfully refinances the Bond Bank Bonds;

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

**SECTION 1. Approval of Refinancing.** The Assembly hereby approves the Borough's participation in the Bond Bank's refinancing of the Bond Bank Bonds and authorizes the Borough Mayor or his designee to approve a revised schedule of principal payment amounts and interest rates for the 2011 Bond, in accordance with Section 6 of the Loan Agreement, so long as the revised debt service schedule is financially advantageous to the Borough. The revised schedule of debt service on the 2011 Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement (the "Amendatory Loan Agreement") and a refunding bond (the "2020 Refunding Bond") to be issued in exchange for the 2011 Bond. Notwithstanding, if only a portion of the outstanding principal amount of the 2011 Bond is refinanced, the 2011 Bond shall be exchanged for a bond reflecting the unrefunded portion of the 2011 Bond (the "Exchanged 2011 Bond"). The Borough Mayor or Finance Director is hereby authorized to execute and deliver the Amendatory Loan Agreement on behalf of the Borough and to deliver the 2020 Refunding Bond and Exchanged 2011 Bond, as the case may be, executed in accordance with the provisions of the Bond Resolution and this resolution, to the Bond Bank in exchange for the 2011 Bond. The Borough Mayor, Finance Director and other appropriate officers and employees of Borough are also hereby authorized to provide financial information about the Borough that the Bond Bank may require for the official statement for the Bond Bank Refunding Bonds.

**SECTION 2. Tax Matters.** The 2011 Bond was issued as a tax-exempt obligation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to applicable law, the 2020 Refunding Bond may be issued on a tax-exempt or taxable basis, as determined by the Mayor or Finance Director. The Exchanged 2011 Bond shall retain its original tax treatment under the Code.

**SECTION 3. General Authorization.** The Mayor, Finance Director, Borough Clerk, Borough Attorney, and any other appropriate officers, agents, attorneys and employees of the Borough are each hereby authorized and directed to cooperate with the Bond Bank and to take such steps, do such other acts and things, and execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this Resolution.


**SECTION 4. Prior Acts.** Any and all acts heretofore taken by officers, agents, attorneys and employees of the Borough in connection with refinancing the 2011 Bond are hereby ratified and confirmed.


**SECTION 5. Recitals.** The recitals to this resolution are hereby incorporated into this resolution as if fully set forth herein.

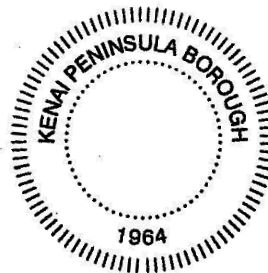
**SECTION 6. Effective Date.** This resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2020.**

ATTEST:

  
John Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None


## CERTIFICATE

I, the undersigned, Clerk of the Kenai Peninsula Borough, Alaska (the "Borough"), Do  
HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020-043 (the "Resolution") of the Borough as approved at a regular meeting of the Assembly of the Kenai Peninsula Borough, Alaska (the "Assembly") held on the 16th day of June, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the approval of the Resolution; that all other requirements and proceedings incident to the proper approval of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 2020.

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