



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

Tuesday, July 6, 2021

6:00 PM

Betty J. Glick Assembly Chambers

Zoom 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: The invocation will be offered by Krista Schooley.]

ROLL CALL

COMMITTEE REPORTS

APPROVAL OF AGENDA AND CONSENT AGENDA

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

ACTION ITEMS CURRENTLY ON CONSENT AGENDA:

KPB 3331 - June 15, 2021 Regular Assembly Meeting Minutes
2021-051 – Extending Deadline for COVID Relief Fund Spending Plan
2021-052 – Sole Source to Purchase Ambulance
2021-057 – Sole Source 911 Call Management System
2021-053 – Certificate of Support for Puper Truck in Cooper Landing
2021-054 – Classifying Parcels of Borough Land
2021-055 – Adopting Joint Resolution 2021-001
2021-056 – Authorizing Agmt with Agencies for services at Com Center
2021-19-04 – CPGH Hot Lab Upgrade
2021-27 – SpitwSpots Lease Agreements
2021-28 – Lease to Robert Gibson for Ag Use
KPB 3307 - Smoking Joes Terps New Marijuana Cultivation Facility
KPB 3308 - Purgatory Cannabis New Marijuana Concentrate Manufacturing Facility
KPB 3309 - EPHESA Service Area Board Appointment
KPB 3320 - KPB Planning Commission Appointments

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

2021-19-01 – 2014 School Bond – Homer High Roof Replacement
2021-19-02 – Nikiski Fire Air Quality and Lighting Replacement Projects
2021-19-03 – General Obligation Bond Proceeds

APPROVAL OF MINUTES

- *1. [KPB-3331](#) June 15, 2021 Regular Assembly Meeting Minutes

Attachments: [June 15, 2021 Regular Assembly Meeting Minutes](#)

COMMENDING RESOLUTIONS AND PROCLAMATIONS

1. [KPB-3319](#) Mayor's Proclamation declaring July 2021 as "Parks and Recreation Month"

Attachments: [Mayor's Proclamation](#)

PRESENTATIONS WITH PRIOR NOTICE

(20 minutes total)

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

1. [2021-19-01](#) An Ordinance Redirecting Previously Appropriated Bond Proceeds from the 2014 General Obligation School Bonds to Phase One of the Homer High School Roof Replacement Project in the Bond Capital Project Fund (Mayor)

 Attachments: [Ordinance 2021-19-01](#)
 [Memo](#)
 [Reference Copy Ordinance 2013-19-22](#)

2. [2021-19-02](#) An Ordinance Redirecting Nikiski Fire Service Area Capital Project Funds of \$135,221 from Previously Appropriated Projects to the Nikiski Fire Station #1 Air Quality and Station #2 Lighting Fixture Replacement Projects (Mayor)

 Attachments: [Ordinance 2021-19-02](#)
 [Memo](#)
 [Advisory Board Recommendations](#)

3. [2021-19-03](#) An Ordinance Appropriating Refinanced 2011 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

 Attachments: [Ordinance 2021-19-03](#)
 [Memo](#)
 [Amendment Memo 070621](#)
 [Reference Copy 2003-072](#)
 [Reference Copy 2011-072](#)

4. [2021-22](#) An Ordinance Authorizing the Assessor to Assess a Low-Income Housing Tax Credit Property Based on Restricted Rents (Mayor)

 Attachments: [Ordinance 2021-22](#)
 [Memo](#)
 [Reference Copy Ordinance 2003-43](#)

Ordinances referred to Lands Committee

5. [2021-23](#) An Ordinance Authorizing the Sale of Certain Parcels of Borough Owned Land by Outcry Auction Followed by an Over-the-Counter Land Sale (Mayor)

Attachments: [Ordinance 2021-23](#)
 [Memo](#)
 [Land Sale Maps](#)
 [Public Comment 070621](#)

UNFINISHED BUSINESS

Unfinished Business referred to Finance Committee

1. [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 on 12/01/20

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

Attachments: [Ordinance 2020-19-07](#)
 [Memo](#)
 [Request to Remove from Table 07/06/21](#)
 [Amendment Memo 070621](#)
 [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](#)

2. [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 on 12/01/20

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

Attachments:

[Ordinance 2020-19-08](#)

[Memo](#)

[Request to Remove from Table 07/06/21](#)

[Amendment Memo 070621](#)

[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](#)

3. [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 on 12/01/20

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

Attachments:

[Ordinance 2020-19-09](#)

[Memo](#)

[Request to Remove from Table 07/06/21](#)

[Amendment Memo 070621](#)

[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](#)

Unfinished Business referred to Policies and Procedures Committee

4. [2021-048](#) A Resolution Approving an Updated Management Agreement for the Sea Otter Community Center on Behalf of the Seldovia Recreational Service Area (Mayor) [Postponed on 06/15/21]

Attachments:

[Resolution 2021-048](#)

[Memo](#)

[Advisory Board Recommendations 070621](#)

[Request for Postponement \(Dealt with on 06/15/21\)](#)

[Agreement](#)

[Reference Copy Ordinance 2011-28](#)

NEW BUSINESS

1. Resolutions

Resolutions referred to Finance Committee

- *a. [2021-051](#) A Resolution Extending the Deadline to Expend Funds According to the Amended Coronavirus Relief Fund Spending Plan from June 30, 2021 to December 31, 2021 (Mayor)

Attachments:

[Resolution 2021-051](#)

[Memo](#)

[CARES Revision 9](#)

[Reference Copy Resolution 2020-047](#)

[Reference Copy Resolution 2020-056](#)

[Reference Copy Resolution 2020-057](#)

[Reference Copy Resolution 2020-069](#)

[Reference Copy Resolution 2020-070](#)

[Reference Copy Resolution 2020-071](#)

[Reference Copy Resolution 2020-076](#)

[Reference Copy Resolution 2020-083](#)

[Reference Copy Resolution 2021-023](#)

- *b. [2021-052](#) A Resolution Authorizing the Sole Source Purchase of Ambulances through HGAC-Buy Purchasing Cooperative (Mayor)

Attachments:

[Resolution 2021-052](#)

[Memo](#)

[Reference Copy Ordinance 2016-17](#)

- *c. [2021-057](#) A Resolution Authorizing a Sole Source Procurement to Obtain a 9-1-1 Call Management System Replacement (Mayor)
- Attachments:* [Resolution 2021-057](#)
 [Memo](#)
- *d. [2021-053](#) A Resolution Authorizing the Mayor To Sign A Certificate Of Support For The Cooper Landing Volunteer Ambulance, Inc. Purchase Of A Pumper Truck (Carpenter)
- Attachments:* [Resolution 2021-053](#)
 [Memo](#)
 [CLES Certificate of Support](#)

Resolutions referred to Lands Committee

- *e. [2021-054](#) A Resolution Classifying Certain Parcels of Borough Owned Land Pursuant to KPB 17.10.080 (Mayor)
- Attachments:* [Resolution 2021-054](#)
 [Memo](#)
 [Land Classification Staff Report](#)
 [Public Comments by Area](#)
 [Staff Report Homer Exhibit A](#)

Resolutions referred to Policies and Procedures Committee

- *f. [2021-055](#) A Resolution Adopting Joint Resolution No. 2021-001 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kenai, Seldovia, Seward and Soldotna, for the Purpose of Intergovernmental Administration of Borough and City Elections (Hibbert)
- Attachments:* [Resolution 2021-055](#)
 [Memo](#)
 [Joint Resolution](#)
 [Memorandum of Agreement](#)

- *g. [2021-056](#) A Resolution Authorizing the Mayor to Execute an Agreement with the USDA, Forest Service, Chugach National Forest, for Services Provided by the Borough Soldotna Public Safety Communications Center (Mayor)

Attachments: [Resolution 2021-056](#)
[Memo](#)
[Reference Copy Resolution 2021-047](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to Finance Committee

- *a. [2021-19-04](#) An Ordinance Appropriating Funding from the Central Peninsula Hospital Plant Replacement and Expansion Fund for the Central Peninsula Hospital Hot Lab Upgrade to ISO Cleanroom Project (Mayor) (Hearing on 08/03/21)

Attachments: [Ordinance 2021-19-04](#)
[Memo](#)

Ordinances for Introduction and referred to the Lands Committee

- *b. [2021-27](#) An Ordinance Authorizing WISP Tower and Ground Lease Agreement at Certain Locations with SpitwSpots, Inc. (Mayor) (Hearing on 08/03/21)

Attachments: [Ordinance 2021-27](#)
[Memo](#)
[Funny River Fire Map](#)
[Lease Maps](#)

- *c. [2021-28](#) An Ordinance Authorizing a Lease to Robert Gibson, dba Alaska Land and Cattle Company of Approximately 280 Acres of Borough Land in the Basargin Road Area for Agricultural Use (Mayor) (Hearing on 08/03/21)

Attachments: [Ordinance 2021-28](#)
[Ak Land & Cattle MAP](#)
[AK Land & Cattle Rate MAP](#)

3. Other

Other Items referred to Finance Committee

- *a.** [KPB-3307](#) Approving the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Marijuana Cultivation Facility, License 27777 filed by Smoking Joe's Terps Co., Subject to the Standard Conditions.

[Clerk's Note: Standard Conditions for Commercial Marijuana Facilities are as follows: 1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough. 2. There shall be no parking in the borough rights-of-way generated by the marijuana establishment. 3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020 (A).]

Attachments:

[27777 - Complete Application](#)

[27777 - Memo to Assembly](#)

[27777 - Planning Memo to Assembly](#)

[27777 - Acknowledgement Form Signed & Site Development Plan](#)

[27777 - Aerial Map](#)

- *b.** [KPB-3308](#) Approving the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Marijuana Concentrate Manufacturing Facility, License 27520 filed by Purgatory Cannabis, Subject to the Standard Conditions.

[Clerk's Note: Standard Conditions for Commercial Marijuana Facilities are as follows: 1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough. 2. There shall be no parking in the borough rights-of-way generated by the marijuana establishment. 3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020 (A).]

Attachments:

[27520 - Complete Application](#)

[27520 - Acknowledgement Form & Site Development Plan](#)

- *c.** [KPB-3309](#) Confirming the Appointments to the Eastern Peninsula Highway Emergency Service Area Board

Jared Fink, Seat D, Term Expires October, 2023

Attachments:

[Board Appointment](#)

- *d. [KPB-3320](#) Confirming the Appointments to the KPB Planning Commission (Mayor)

Jeremy Brantley, Sterling Seat, Term Expires 07/31/24

Blair Martin, K-Beach Seat, Term Expires 07/31/21

Attachments: [Appointments](#)

MAYOR'S REPORT

[KPB-3322](#) Mayor's Report Cover Memo

Attachments: [Cover Memo](#)

1. Assembly Requests/Responses - None

2. Agreements and Contracts

- a. [KPB-3323](#) Authorization to Award a Contract for ITB21-030 Application of Crack Sealant 2021 to Alaska Sure Seal, Inc.

Attachments: [Authorization to Award Contract for ITB21-030](#)

- b. [KPB-3324](#) Authorization to Award a Contract for ITB21-029 Basargin Road Phase II CIP to East Road Services, Inc., Homer, Alaska.

Attachments: [Authorization to Award Contract for ITB21-029](#)

- c. [KPB-3325](#) Authorization to Award a Contract for ITB21-034 Central Peninsula Hospital Heated Handicap Parking to Orion Construction, Inc., Wasilla, Alaska.

Attachments: [Authorization to Award Contract for ITB21-034](#)

- d. [KPB-3326](#) Authorization to Award a Contract for ITB21-025 Central Peninsula Landfill Leachate Tank Cleaning Inspection and Repairs to CCI Industrial Services, Kenai, Alaska.

Attachments: [Authorization to Award Contract for ITB21-025](#)

- e. [KPB-3327](#) Authorization to Award a Contract for ITB21-028 Summer and Winter Road Maintenance – East Region Unit 3 to Metco Alaska, LLC., Seward, Alaska.

Attachments: [Authorization to Award Contract for ITB21-028](#)

- f. [KPB-3328](#) Authorization to Award a Contract for RFP21-008 Ambulance Billing Services to Systems Design West, Poulsbo, Washington.
Attachments: [Authorization to Award Contract for RFP21-008](#)
- g. [KPB-3329](#) Purchase of a Zamboni 546 through the Zamboni Company, under the SourceWell Contract.
Attachments: [Purchase of Zamboni](#)
3. Other - None

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION

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

1. [2021-046](#) A Resolution Classifying 420 Acres of Borough Land Located within Section 1, T5S, R14W, Seward Meridian, Alaska as Rural and Agriculture (Mayor)
Attachments: [Resolution 2021-046](#)
[Memo](#)
[Land Classification Maps](#)
[Land Classification Staff Rpt \(DRAFT\)](#)
[Public Comment 061521](#)
[Advisory Board Recommendations](#)
2. [2021-24](#) An Ordinance Amending KPB 22.40.080 to Limit Assembly Members' Closing Comments to Three Minutes (Derkevorkian, Carpenter) (Hearing on 08/03/2021)
Attachments: [Ordinance 2021-24](#)
[Memo](#)
3. [2021-25](#) An Ordinance Amending KPB 2.58.058(A) to Clarify that Assembly Members may Serve on the Board of Equalization (Mayor) (Hearing on 08/03/21)
Attachments: [Ordinance 2021-25](#)
[Memo](#)
[Reference Copy 85-95](#)

4. [2021-26](#) An Ordinance Amending KPB 2.24.010 to Modify the Risk Management Committee School District Member's Requirements (Mayor) (Hearing on 08/03/21)

Attachments: [Ordinance 2021-26](#)
[Memo](#)

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. August 3, 2021 Regular Assembly Meeting
6:00 PM Betty J. Glick Assembly Chambers Borough Administration Building. Remote Participation Available through Zoom. Meeting ID 938 6524 5999 Passcode: 886199

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: "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 for copies of the agenda, meeting summaries, ordinances and resolutions.



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes

Assembly

Brent Hibbert, President

Brent Johnson, Vice President

Jesse Bjorkman

Kenn Carpenter

Lane Chesley

Tyson Cox

Richard Derkevorkian

Willy Dunne

Bill Elam

Tuesday, June 15, 2021

6:00 PM

Betty J. Glick Assembly Chambers

Zoom ID: 938 6524 5999 Passcode: 886199

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

[Clerk's Note: The invocation was offered by Rebecca Hinsberger.]

ROLL CALL

Present: 8 - Jesse Bjorkman, Kenn Carpenter, Tyson Cox, Willy Dunne, Brent Hibbert, Brent Johnson, Richard Derkevorkian, and Lane Chesley

Excused: 1 - Bill Elam

Also present were:

Charlie Pierce, Borough Mayor

Brandi Harbaugh, Borough Finance Director

Colette Thompson, Borough Attorney

Michele Turner, Deputy Borough Clerk

Randi Broyles, Borough Clerk Assistant

COMMITTEE REPORTS

APPROVAL OF AGENDA AND CONSENT AGENDA

[KPB-3282](#) June 1, 2021 Regular Assembly Meeting Minutes

approved.

[KPB-3229](#) A Resolution Commending the Kenai Peninsula Economic

Development District for its Contributions to the Kenai Peninsula Borough (Hibbert)

[Clerk's Note: President Hibbert presented Tim Dillon, Executive Director for the Kenai Peninsula Economic Development District with the Commending Resolution.]

This Commending Resolution was adopted.

[2020-19-34](#) An Ordinance Appropriating Insurance Proceeds to Fund the Repair of Central Emergency Service Area's Medic #935 (Mayor)

This Budget Ordinance was enacted.

[2020-19-35](#) An Ordinance Approving and Accepting Grant Funds from the State of Alaska Department of Labor and Workforce Development to Credit Unemployment Benefits for the Kenai Peninsula Borough through the US Treasury Coronavirus Aid Relief, and Economic Security Act of 2020 Funds (Mayor)

This Budget Ordinance was enacted.

[2020-19-36](#) An Ordinance Appropriating \$71,988.62 in Supplemental Funding for Repairs to the Leachate Tank at the Central Peninsula Landfill Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake and Approving the Award to CCI Industrial Services, LLC (Mayor)

This Budget Ordinance was enacted.

[2021-041](#) A Resolution Approving the Kenai Peninsula Borough's Participation in a Refinancing by the Alaska Municipal Bond Bank of its General Obligation Bonds that Provided Funds to Purchase the General Obligation Refunding School Bonds, 2011 of the Kenai Peninsula Borough, Under a Loan Agreement, as Amended, 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, as Amended, and Providing for Related Matters (Mayor)

This Resolution was adopted.

[2021-042](#) A Resolution Authorizing the Mayor to Execute the Fiscal Year 2022 Alaska Land Mobile Radio Communication System Membership Agreements (Mayor)

This Resolution was adopted.

[2021-043](#) A Resolution Authorizing the Kenai Peninsula Borough Mayor to Enter into a Sole Source Contract with Custom Fire Apparatus, Inc. for a Fire Apparatus Conversion (Mayor)

This Resolution was adopted.

[2021-044](#) A Resolution Authorizing the Kenai Peninsula Borough, on Behalf of the South Kenai Peninsula Hospital Service Area, to Enter Into an Office Space Lease Agreement for Office Space at 203 W. Pioneer Avenue in Homer (Mayor)

This Resolution was adopted.

[2021-045](#) A Resolution Authorizing the Kenai Peninsula Borough, on Behalf of the South Kenai Peninsula Hospital Service Area, to Enter Into a Lease Agreement with First Right of Refusal and Option to Purchase, for Office Space at 4117 Bartlett Street in Homer (Mayor)

This Resolution was adopted.

[2021-047](#) A Resolution Authorizing the Mayor to Execute Agreements with Numerous Governmental Agencies and Nonprofit Organizations for Services Provided by the Borough Soldotna Public Safety Communications Center (Mayor)

[Clerk's Note: Section 1 was amended to read, "That the mayor is authorized to execute agreements substantially similar to the accompanying agreements for the provision of E911 dispatch services with the following agencies: [CITY OF SOLDOTNA]

This Resolution was adopted as amended.

[2021-049](#) A Resolution Approving a Cooperative Agreement for Emergency Aid Between Eastern Peninsula Highway Emergency Service Area and Bear Creek Fire and Emergency Service Area, Central Emergency Services, Cooper Landing Emergency Services, Hope Sunrise Emergency Services, Inc., Moose Pass Volunteer Fire Company, Seward Volunteer Ambulance Corp. and the City of Seward on Behalf or the Seward Fire Department (Mayor)

This Resolution was adopted.

[2021-050](#) A Resolution Authorizing the City of Seldovia to Set a Rate of Levy by June 18, 2021 (Mayor)

This Resolution was adopted.

[2021-19-01](#) An Ordinance Redirecting Previously Appropriated Bond Proceeds from the 2014 General Obligation School Bonds to Phase One of the Homer High School Roof Replacement Project in the Bond Capital Project Fund (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2021-19-02](#) An Ordinance Redirecting Nikiski Fire Service Area Capital Project Funds of \$135,221 from Previously Appropriated Projects to the Nikiski Fire Station #1 Air Quality and Station #2 Lighting Fixture Replacement Projects (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2021-19-03](#) An Ordinance Appropriating Refinanced 2011 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2021-22](#) An Ordinance Authorizing the Assessor to Assess a Low-Income Housing Tax Credit Property Based on Restricted Rents (Mayor)

This Ordinance was introduced and set for public hearing.

[2021-23](#) An Ordinance Authorizing the Sale of Certain Parcels of Borough Owned Land by Outcry Auction Followed by an Over-the-Counter Land Sale (Mayor)

This Ordinance was introduced and set for public hearing.

[2021-24](#) An Ordinance Amending KPB 22.40.080 to Limit Assembly Members' Closing Comments to Three Minutes (Derkevorkian, Carpenter) (Hearing on 08/03/2021)

This Ordinance was introduced and set for public hearing.

[2021-25](#) An Ordinance Amending KPB 2.58.058(A) to Clarify that Assembly Members may Serve on the Board of Equalization (Mayor) (Hearing on 08/03/21)

This Ordinance was introduced and set for public hearing.

[2021-26](#) An Ordinance Amending KPB 2.24.010 to Modify the Risk Management Committee School District Member's Requirements (Mayor) (Hearing on 08/03/21)

This Ordinance was introduced and set for public hearing.

[KPB-3273](#) Confirming the Appointment to the KPB Advisory Planning Commission (Mayor)

Anchor Point APC

Jay Wright, Seat B, Term Expires September 30, 2023

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 as amended carried by the following vote:

Yes: 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, and Chesley

Absent: 1 - Elam

COMMENDING RESOLUTIONS AND PROCLAMATIONS

1. [KPB-3229](#) A Resolution Commending the Kenai Peninsula Economic Development District for its Contributions to the Kenai Peninsula Borough (Hibbert)

[Clerk's Note: President Hibbert presented Tim Dillon, Executive Director for the Kenai Peninsula Economic Development District with the Commending Resolution.]

2. [KPB-3271](#) Mayor's Proclamation Declaring June 20, 2021 as "The Longest Day"

PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-3272](#) Redistricting Update – Map Drawing Cycle Peter Torkelson, ED, Alaska Redistricting Board (10 Minutes)

[Clerk's Note: Peter Torkelson provided a redistricting update to the assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Hibbert called for public comment with none being offered.

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

[2021-18](#) An Ordinance Amending Title 4 Regarding Borough Elections and Enacting a New Chapter of Code, KPB 4.60, Election Security and Integrity, to Ensure Borough Elections are Accessible, Reliable and

Secure (Bjorkman, Elam)

A motion to enact Ordinance 2021-18 was on the floor from the 05/18/21 meeting.

President Hibbert called for public comment.

The following people spoke in opposition to Ordinance 2021-18:

Mary Krahn, Kasilof

Kathy Medcoff, Soldotna

Pam Ford, Soldotna

Rebecca Hinsberger

Gwenn Woodard, Kenai

Susan Lockwood, Kenai

The following people spoke in support of Ordinance 2021-18:

Kelly Behen, Homer

Dave Peck, Kenai

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

Bjorkman, Cox, Dunne and Derkevorkian spoke in support of Ordinance 2021-18.

Bjorkman moved to amend Ordinance 2021-18 as follows:

Amend Section 2 to read, "4.60.020 - Elections Security.

A. A ballot printer who prepares ballots for use at a borough election will be provided a certificate to sign indicating that any overruns have been destroyed and that all official ballots ordered by the borough have been delivered to the election supervisor. Upon receipt of the official ballots from the printer, the election supervisor and one additional designee shall secure the ballots. A locked room with access limited to election personnel will be provided whenever possible."

"G. The canvas Board is defined and described in KPB 4.90. References to an election official or precinct election board in this chapter shall mean the same persons described in KPB 4.50.010. Any terms not specifically defined in this chapter or in KPB 4.10.020 shall have their ordinary and common meaning."

4.60.050 Transportation and receipt of ballots.

"B. On the day following the election the ballots described in (a) of this section that were not transported to the central ballot counting center will be transported by ground by an election official [. i] If transported by air the container must be secured with tamper proof seal. The ballots must be accompanied from the secured storage area to the airport of departure, and the airport of destination to a designated secured storage area by an election official."

Amend Section 3 as follows:

4.80.070 Absentee voting - By mail.

A. A qualified voter may apply for an absentee ballot by mail if postmarked not earlier than the first of the year in which the election is to be held nor less than seven days before an election. A voter may request [HIS] their name be placed on permanent absentee application by mail status. The application shall include the address to which the absentee ballot is to be returned, the applicant's full Alaska residence address, and the applicant's signature."

The motion to amend Ordinance 2021-18 carried by the following vote:

Yes: 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, and Chesley

Absent: 1 - Elam

Dunne moved to amend Ordinance 2021-18 as follows:

Section 4 to read as follows, "4.80.070 Absentee Voting by Mail

A. a qualified voter can apply for an absentee ballot by mail online, by fax, or by mail if postmarked not earlier than the first of the year in which the election is to be held nor less than seven days before an election. A voter may request their name be placed on permanent absentee application by mail status. The application shall include the address to which the absentee ballot is to be returned, teh applicant's full Alaska residence address, and the applicants signature.

B. After receipt of an application by mail on line, by fax or by mail, the borough clerk shall send the absentee ballot and other absentee voting material to the applicant by first class mail. The materials shall be sent as soon as they are ready for distribution. The return envelope sent with the materials shall be addressed to the borough clerk."

The motion to amend Ordinance 2021-18 carried by the following vote:

Yes: 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, and Chesley

Excused: 1 - Elam

The motion to enact Ordinance 2021-18 as amended carried by the following vote:

Yes: 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, and Chesley

Absent: 1 - Elam

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

[2021-046](#)

A Resolution Classifying 420 Acres of Borough Land Located within Section 1, T5S, R14W, Seward Meridian, Alaska as Rural and

Agriculture (Mayor)

Derkevorkian moved to adopt Resolution 2021-046.

President Hibbert called for public comment with none being offered.

Dunne moved to postpone Resolution 2021-046 to the 08/03/21 assembly meeting.

The motion to postpone Resolution 2021-046 to the 08/03/21 assembly meeting carried by the following vote:

Yes: 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, and Chesley

Absent: 1 - Elam

[2021-048](#)

A Resolution Approving an Updated Management Agreement for the Sea Otter Community Center on Behalf of the Seldovia Recreational Service Area (Mayor)

Dunne moved to adopt Resolution 2021-048

President Hibbert called for public comment with none being offered.

Dunne moved to postpone Resolution 2021-048 to the 07/06/21 assembly meeting.

The motion to postpone Resolution 2021-048 to the 07/06/21 meeting carried by the following vote:

Yes: 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, and Chesley

Absent: 1 - Elam

MAYOR'S REPORT**[KPB-3274](#) Mayor's Report Cover Memo**

1. Assembly Requests/Responses - None
2. Agreements and Contracts
 - a. **[KPB-3275](#)** Authorization to Award a Contract for RFP21-007 Cybersecurity Assessment to Moss Adams, LLP.
 - b. **[KPB-3276](#)** Authorization to Award a Contract for ITB21-028 Summer and Winter Road Maintenance – East Region Unit 1 to AG & Building Supply, Hope, AK.
 - c. **[KPB-3277](#)** Authorization to Award a Contract for ITB21-028 Summer and Winter Road Maintenance – West Region Unit 3, to Vista Estates, dba Captain Cook Construction, Clam Gulch, AK.
3. Other

- a. [KPB-3278](#) Certification of the 2021 Main Roll Assessment
- b. [KPB-3279](#) Public Relations Update – “Know Your Borough” Campaign
- c. [KPB-3280](#) Budget Revisions –May 2021
- d. [KPB-3281](#) Revenue – Expenditure Report – May 2021
- e. [KPB-3283](#) Hutler Road CIP (S7HLR) - Budget
- f. [KPB-3286](#) Spruce Bark Beetle Brief

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Hibbert called for public comment.

Mary Kline, Kasilof spoke on rank choice voting.

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

ASSEMBLY COMMENTS

Assembly Member Chesley thanked everyone for their participation throughout the evening.

Assembly Member Derkevorkian thanked everyone for their testimony.

Assembly Member Bjorkman thanked everyone for their support of Ordinance 2021-18. He thanked election workers for their hard work and stated he was excited to work with the public on a variety of upcoming issues. He encouraged people who have an interest in gravel pits to contact him. He wished everyone a good evening.

Assembly Member Dunne thanked everyone for their participation. He provided an update on the Kachemak Bay Research Reserve.

Assembly Member Cox stated he will be out of state for the next assembly meeting. He gave a synopsis on the Soldotna City Council meeting and stated that music in the park would take place every Wednesday at Soldotna Creek Park throughout the summer.

Assembly Member Carpenter congratulated Seward resident Lydia Jakoby for qualifying for the Summer 2021 Olympic Games in Tokyo, Japan. He stated she was the youngest Alaskan to ever make the Olympic team.

Vice President Johnson provided a brief update from the Alaska Municipal League Board of Directors. He stated he was happy to see Ordinance 2021-18 pass.

President Hibbert congratulated Chris McHood on her retirement and wished everyone a good evening.

PENDING LEGISLATION

1. [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 on 12/01/20

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

2. [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 on 12/01/20

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

3. [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 on 12/01/20

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. July 6, 2021 Regular Assembly Meeting
6:00 PM Betty J. Glick Assembly Chambers Borough Administration Building. Remote Participation available through Zoom, Meeting ID: 938 6524 5999 Passcode: 886199

ADJOURNMENT

With no further business to come before the assembly, President Hibbert adjourned the meeting at 8:32 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of June 15, 2021.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____

Kenai Peninsula Borough Alaska Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the North Peninsula Recreation Service Area; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

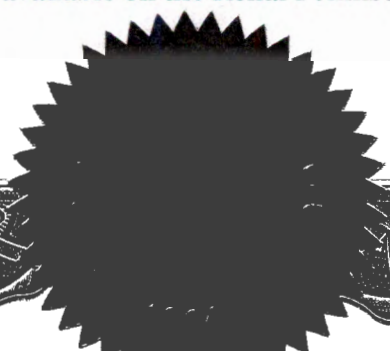
WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

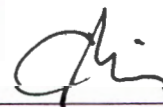
WHEREAS, the Kenai Peninsula Borough recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I Charlie Pierce, Mayor of the Kenai Peninsula Borough, do hereby proclaim the month of July 2021 as:

Parks and Recreation Month

and encourage all citizens to enjoy the parks, trails, open spaces and recreational opportunities available on the Kenai Peninsula Borough.





Charlie Pierce
Kenai Peninsula Borough Mayor

Introduced by:	Mayor
Date:	06/15/21
Hearing:	07/06/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-01**

**AN ORDINANCE REDIRECTING PREVIOUSLY APPROPRIATED BOND
PROCEEDS FROM THE 2014 GENERAL OBLIGATION SCHOOL BONDS TO PHASE
ONE OF THE HOMER HIGH SCHOOL ROOF REPLACEMENT PROJECT IN THE
BOND CAPITAL PROJECT FUND**

- WHEREAS,** bond proceeds totaling \$22,984,575.15 were appropriated to pay for the costs of planning, designing, site preparations, constructing, and equipping educational capital projects consisting of roof replacements at various schools in the Kenai Peninsula Borough through Ordinance 2013-19-22, on December 3, 2013; and
- WHEREAS,** all projects approved through Ordinance 2013-19-22 have been completed; and
- WHEREAS,** a majority of borough voters voting in the October 1, 2013 election approved Proposition No. 2, which authorized the issuance of up to \$22,987,000 in general obligation bonds to pay the costs of planning, designing, site preparations, constructing, and equipping educational capital projects consisting of roof replacements at various schools in the Kenai Peninsula Borough; and
- WHEREAS,** there remains \$1,295,252 in unexpended bond proceeds, which is available to support other projects; and
- WHEREAS,** the administration is requesting that the unexpended bond proceeds be appropriated/redirected to the Homer High School partial roof replacement project; and
- WHEREAS,** the project for which funding is being requested is included in the school district's major maintenance priority list;

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

SECTION 1. That \$1,295,252 is redirected to Phase 1 of the Homer High School roof replacement, project number 401.72010.22SCH.49999, with funding provided from unexpended bond proceeds

SECTION 2. That use of the unexpended bond proceeds of \$1,295,252 has been approved by the Alaska Department of Education and Early Development in accordance with 4 AAC 31.064.

SECTION 3. That the mayor is authorized to execute all documents deemed necessary to contract for the design and completion of each of the respective projects.

SECTION 4. That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year

SECTION 5. This ordinance takes 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
Purchasing & Contracting Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: John Hedges, Purchasing & Contracting Director *JH*
Brandi Harbaugh, Finance Director *BH*

DATE: June 3, 2021

SUBJECT: Ordinance 2021-19-01, Redirecting Previously Appropriated Bond Proceeds from the 2014 General Obligation School Bonds to Phase One of the Homer Roof Replacement Project in the Bond Capital Project Fund (Mayor)

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.

Noting that 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 has been identified as the area needing the most immediate attention.

Bond proceeds totaling \$22,984,575.15 were appropriated to pay the costs of planning, designing, site preparations, constructing, and equipping educational capital projects consisting of roof replacements at various schools in the Kenai Peninsula Borough through Ordinance 2013-19-22, on December 3, 2013. All projects listed in Ord. 2013-19-22 have been completed.

A majority of borough voters voting in the October 1, 2013 election approved Proposition No. 2, which authorized the issuance of up to \$22,984,575.15 in general obligation school bonds to pay the costs of planning, designing, site

preparations, constructing, and equipping educational capital projects consisting of roof replacements at various schools in the Kenai Peninsula Borough. There remains \$1,295,252 in unexpended bond proceeds, which are available to support other projects.

Resolution 2021-016 was approved on February 16, 2021, providing the Borough Mayor authority 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 unexpended 2014 bond funds from the Redoubt Elementary Roof Replacement have been supplemented by appropriated funds from the General Fund of \$180,000 for the Homer Roof Replacement Phase I project.

It is the intent of this ordinance to appropriate supplemental funds necessary to complete the replacement and rehabilitation of a portion of the Homer High school roof.

The project will be funded through the use of \$1,295,252 in remaining 2014 School Bond funds transferred from the Redoubt Elementary Roof replacement. The project addresses roof system replacement, insulation, storm water system improvements, roof ventilation, and infrastructure repair/replacement as necessary.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>401.72010.20SCH.49999</u>
Amount:	<u>\$1,295,252</u>
By: <u>PP</u>	Date: <u>6/1/2021</u>

Introduced by:	Mayor
Date:	11/05/13
Hearing:	12/03/13
Action:	Enacted as Amended
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2013-19-22**

**AN ORDINANCE APPROPRIATING \$22,984,575.15 IN GENERAL OBLIGATION
BOND PROCEEDS TO THE BOND CAPITAL PROJECTS FUND
FOR SCHOOL CAPITAL PROJECTS**

WHEREAS, a majority of borough voters voting in the October 1, 2013 election, approved Proposition No. 2 which authorized the issuance of up to \$22,987,000 in General Obligation bonds to pay the costs of planning, designing, site preparation, constructing, and equipping educational capital improvement projects in the Kenai Peninsula Borough including roof replacements at various schools and field replacement at Homer High School; and

WHEREAS, the assembly adopted Resolution 2013-071 on October 8, 2013 which authorized the issuance of \$22,987,000 of the bonds through the Alaska Municipal Bond Bank; and

WHEREAS, the bond proceeds in the amount of \$22,984,575.15 authorized through Resolution 2013-071 were received on November 14, 2013;

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

SECTION 1. That bond proceeds of \$22,984,575.15 are appropriated to the Bond Funded Capital Project Fund, account number 401.78050.14SCH.49999.

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 cost incurred prior to the appropriation date will be charged to the projects.

SECTION 4. That this ordinance takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF DECEMBER, 2013.

Hal Smalley, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes: Bagley, Haggerty, Johnson, McClure, Ogle, Smith, Wolf, Smalley

No: None

Absent: Pierce

Introduced by:	Mayor
Date:	06/15/21
Hearing:	07/06/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-02**

**AN ORDINANCE REDIRECTING NIKISKI FIRE SERVICE AREA CAPITAL
PROJECT FUNDS OF \$135,221 FROM PREVIOUSLY APPROPRIATED PROJECTS
TO THE NIKISKI FIRE STATION #1 AIR QUALITY AND STATION #2 LIGHTING
FIXTURE REPLACEMENT PROJECTS**

- WHEREAS,** during the FY2018 and FY2021 annual budget processes, funds were appropriated for Nikiski Fire Station 2 lighting and Station 1 exhaust; and
- WHEREAS,** since that time the design and specifications have been completed for both projects; and
- WHEREAS,** increases in scope due to discovered conditions in the project development process have led to an increase in cost of both projects; and
- WHEREAS,** two existing capital projects have been completed under budget or have had the needs addressed through other means making funds available to be redirected to the Station 2 lighting fixture replacement project and the Station 1 Air quality project; and
- WHEREAS,** this ordinance re-directs \$135,221 from previously appropriated projects in the “NFSA” Capital Project Fund to the Station 2 lighting fixture replacement and Station 1 Air Quality projects; and
- WHEREAS,** at its meeting held on June 9, 2021, the Nikiski Fire Service Area Board recommended approval by unanimous consent;

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

- SECTION 1.** That the sum of \$190 is de-obligated from the Nikiski Fire Station 1 repairs and Maintenance Capital Project account 441.51110.18411.49999 and re-directed to account 441.51110.18412.49999 for the purpose of completing the Station 1 Air Quality project.

SECTION 2. That the sum of \$92,045 is de-obligated from the Nikiski Fire Enclosed Conex Carport Capital Project account 441.51110.20413.49999 and re-directed to account 441.51110.18412.49999 for the purpose of completing the Station 1 Air Quality project.

SECTION 3. That the sum of \$42,986 is de-obligated from the Nikiski Fire Enclosed Conex Carport Capital Project account 441.51110.20413.49999 and re-directed to account 441.51110.21412.49999 for the purpose of completing the Station 2 lighting fixture replacement project.

SECTION 4. That the appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

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

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

Purchasing & Contracting Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing & Contracting Director *JH*

FROM: Chief Bryan Crisp, Nikiski Fire Service Area Chief *JBC*

DATE: June 3, 2021

RE: Ordinance 2021-19- 02 Redirecting Nikiski Fire Service Area Capital Project Funds of \$135,221 from Previously Appropriated Projects to the Nikiski Fire Station #1 Air Quality and Station #2 Lighting Fixture Replacement Projects (Mayor)

During the FY2018 and FY2021 annual budget processes, \$100,000 was appropriated for the Station #1 Air quality project and \$40,000 was appropriated for the Station #2 Lighting fixture replacement project. Since that time, the design and specifications have been completed for both projects. Increases in scope due to discovered conditions in the project development process have led to an increase in cost of both projects.

More specifically, the air quality project was found to have a need for additional capacity to accommodate other areas of the station that are at risk for air quality impacts. This increases the number of air quality units necessary to address the station's air quality needs.

The Station #2 lighting fixture replacement project was intended to replace outdated and failed lighting fixtures that had reached the end of their useful life with newer higher efficiency fixtures. After review of the stations needs and the condition of the existing fixtures, it was determined that a larger number of fixtures had failed than was originally estimated. Due to the cost of the project, this scope is only replacing a portion of the fixtures using safety and operational needs for prioritization.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. 441.51110.18411.49999	Amount \$ 190.00
Acct. No. 441.51110.20413.49999	Amount \$135,031.00
By: <i>PP</i>	Date: 6/3/2021

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk (JB)

FROM: Michele Turner, Deputy Borough Clerk (M.T.)

DATE: June 15, 2021

RE: Ordinance 2021-19-02: Redirecting Nikiski Fire Service Area Capital Project Funds of \$135,221 from Previously Appropriated Projects to the Nikiski Fire Station #1 Air Quality and Station #2 Lighting Fixture Replacement Projects (Mayor)

Per KPB 22.40.050(F), the borough clerk, or the clerk's designee in his or her absence, has the authority to revise pending resolutions and ordinances prior to assembly action, by filling in any blanks in the legislation stating advisory board recommendations made concerning the legislation. This serves as our memorandum to advise the assembly of same.

Conforming to the service area board's actions, the final Whereas clause has been updated to read:

"WHEREAS, at its meeting held on June 9, 2021, the Nikiski Fire Service Area Board recommended approval by unanimous consent."

Thank you.

Turner, Michele

From: Blankenship, Johni
Sent: Friday, June 11, 2021 1:53 PM
To: Turner, Michele
Subject: FW: NFSA Redirect Funds Ordinance

From: Crisp, Bryan
Sent: Friday, June 11, 2021 1:50 PM
To: Blankenship, Johni <JBlankenship@kpb.us>
Subject: Re: NFSA Redirect Funds Ordinance

Wednesday June 9

Thanks,
Bryan Crisp, Fire Chief
Nikiski Fire Department
Station 1: 907-776-6401
Office: 907-776-6408
Cell: 907-394-4444

On Jun 11, 2021, at 1:34 PM, Blankenship, Johni <JBlankenship@kpb.us> wrote:

What was the meeting date?

Johni

From: Crisp, Bryan
Sent: Friday, June 11, 2021 10:56 AM
To: Hedges, John <JHedges@kpb.us>; Harbaugh, Brandi <BHarbaugh@kpb.us>; Blankenship, Johni <JBlankenship@kpb.us>
Subject: NFSA Redirect Funds Ordinance
Importance: High

All,

At the NFSA Board meeting they voted unanimously to redirect funds to the two projects.

Thanks,

Bryan Crisp, Fire Chief/EMT-III
Nikiski Fire Department
Direct Line – 907-776-6408
Station 1 – 907-776-6401
Station 2 – 907-776-6402

Introduced by:	Mayor
Date:	06/15/21
Hearing:	07/06/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-03**

**AN ORDINANCE APPROPRIATING REFINANCED 2011 SCHOOL GENERAL
OBLIGATION BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND
REFINANCING ISSUANCE COSTS**

WHEREAS, on August 7, 2003, the Kenai Peninsula Borough, Alaska (“Borough”) issued and sold its General Obligation School Bonds, 2003A (“2003 Bond”) to the Alaska Municipal Bond Bank (“Bond Bank”) for purposes of financing certain education capital improvements in the Borough pursuant to terms and conditions set forth in Resolution 2003-072 adopted by the Borough Assembly on June 17, 2003 and a loan agreement by and between the Borough and the Bond Bank, dated August 1, 2003 (“Original Loan Agreement”); and

WHEREAS, on September 15, 2011, the Borough refunded a portion of the 2003 Bond with its General Obligation Refunding School Bonds, 2011 (“2011 Bond”) for purposes of realizing debt service savings pursuant to terms and conditions set forth in Resolution No. 2011-072 adopted by the Borough Assembly on July 5, 2011 (“Bond Resolution”) and the Loan Agreement, as amended by an amendatory loan agreement between the Borough and Bond Bank, dated September 1, 2011 (“Amendatory Loan Agreement, and together with the Original Loan Agreement, the “Amended Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation Bonds, 2011 Series Three (the “Bond Bank Bonds”), to, among other things, provide funds to cause the refunding of a portion of the 2003 Bond, as provided in the Amended Loan Agreement; and

WHEREAS, the Amended 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 Bond Bank Bonds; and

WHEREAS, the Bond Bank has issued a series of its general obligation and refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding outstanding Bond Bank Bonds to achieve debt service savings; and

WHEREAS, a resolution is also being proposed to the assembly approving 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 of July 7, 2021;

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

SECTION 1. That 2011 refinanced school bond proceeds in the amount of up to \$10,000 are appropriated to the School Bond Capital Project Fund, account number 401.78050.22SCH.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 *, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: June 3, 2021

SUBJECT: Ordinance 2021-19- 03, Appropriating Refinanced 2011 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

In June 2021, through Resolution 2021-041, the Borough Assembly is being asked to approve the Borough's participation in the refinancing of select series for the 2011 school general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank (AMBB) has determined that a portion of the outstanding 2011 school bonds could be refinanced, with potential savings to the residents of the Kenai Peninsula Borough of approximately \$45,000 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.

Your consideration is appreciated.

**FINANCE DEPARTMENT
ACCOUNT / FUNDS VERIFIED**

Acct. No. 401.00000..22SCH.39010

Amount: \$10,000.00

By: *PP* Date: 6/3/2021

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH for CP*

FROM: Brandi Harbaugh, Finance Director *BH*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Amendment to Ordinance 2021-19-03, Appropriating Refinanced 2011 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance (Mayor)

Because a small balance remains from the previously appropriated 2011 school bond interest, we are requesting a reduced amount be appropriated from refunded bond proceeds. The bond counsel fees of up to \$9,000, plus out of pockets costs, are to be paid by two sources: \$6,200 from cash proceeds obtained from the recent bond refinancing; and, the difference will be paid from the remaining available 2011 school bond interest.

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend Section 1, as follows:

SECTION 1. That 2011 refinanced school bond proceeds in the amount of up to ~~[\$10,000]~~ **\$6,200** are appropriated to the School Bond Capital Project Fund, account number 401-78050-22SCH.49999 to pay costs related to the issuance.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct No.	<u>401.00000.22SCH.39C10</u>
Amount:	<u>\$6,200</u>
By: <u>pp</u>	Date: <u>6/24/21</u>

Introduced by:
Date:
Action:
Vote:

Mayor
06/17/03
Adopted
7 Yes, 0 No, 2 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2003-072**

**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 FOURTEEN MILLION SEVEN HUNDRED THOUSAND AND
NO/100 DOLLARS (\$14,700,000) 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 2003-35 of the Kenai Peninsula Borough (the "Borough") passed and approved on August 20, 2002, the following question, referred to at the election held on October 1, 2002 as Proposition No. 3 ("Proposition 3"), was passed and approved:

PROPOSITION NO. 3

Shall the Kenai Peninsula Borough borrow up to \$14,700,000 through the issuance of general obligation bonds?

The general Obligation bond proceeds will be used to pay costs of planning, designing, acquiring property for, site preparation, constructing, acquiring, renovating, installing, and equipping a Seward Middle School and related education capital improvements located within 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 estimated 2002 taxable assessed valuation) to retire the total debt is \$11.67, assuming 60 percent debt service reimbursement from the State of Alaska, or \$29.16 without State reimbursement.

No bonds will be issued, unless and until the project qualifies for at least 60% debt service reimbursement from the State of Alaska under existing or new legislation. Receipt of State reimbursement is subject to annual legislative appropriations.

and said election has been duly canvassed and the results thereof certified and confirmed in accordance with law, and \$14,700,000 principal amount of general obligation bonds remains unissued under Proposition 3; and

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, on April 23, 2003, the Borough received formal notification of from the Alaska Department of Education and Early Development (DEED) that the Seward Middle School project is eligible for debt reimbursement at a rate of 70%; 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 3 (the "Project"), and issue not to exceed \$14,700,000 principal amount of the general obligation bonds referred to in Proposition 3, constituting of all the unsold general obligation bonds referred to therein, to pay costs of the Project; and

WHEREAS, there has been presented to the Borough the form of 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, 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 ORDAINED 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 3.
- (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) "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.
- (h) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank, dated as of the date of the Bonds.
- (i) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.
- (j) "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, 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 \$14,700,000. The Bonds shall

be designated "Kenai Peninsula Borough, Alaska General Obligation School Bonds 2003A."

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 3.

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 therefore, 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 July 1, 2003, 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, on December 1, 2003 and semiannually thereafter on December 1 and June 1 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 5% unless approved by resolution of the Assembly; and (iii) all of the Bonds shall mature on or before June 1, 2023.

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 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. Optional Redemption. The Finance Director is hereby authorized to establish redemption provisions, if any, for the Bonds maturing on and after June 1, 2014.

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. _____

\$ _____

GENERAL OBLIGATION SCHOOL BOND 2003A

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 June 1 of each of the following years, and to pay interest on such installments from the date hereof, payable on December 1, 2003 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 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, 2003A of the Kenai Peninsula Borough, Alaska of like tenor and effect except as to interest rate, serial number and maturity, aggregating \$14,700,000 in principal amount, and constituting bonds authorized for the purpose of paying the cost of solid waste improvements in the Borough, and is issued under Resolution 2003-072 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 \$14,700,000 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 maturing on and after June 1, 2014 will be subject to redemption at the option of the Borough on and after June 1, 2013, in whole or in part on any date, in increments and with maturities to be selected by the Borough at 100% of the principal amount thereof to be redeemed plus accrued interest to the date of redemption.

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 therefore 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 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 _____, 2003.

DALE BAGLEY
Mayor

ATTEST:

LINDA S. MURPHY, 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 shall be applied to pay a portion of the interest due on the Bonds on December 1, 2003. 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 \$14,700,000 aggregate principal amount of the Bonds, as provided in the Loan Agreement and this resolution, is hereby authorized and approved. The Mayor or the Finance Director, are each 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 acting Mayor, the Borough Finance Director, the acting Borough Finance Director, the Borough Clerk and the acting Borough Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this resolution, 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.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 for 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 16.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.

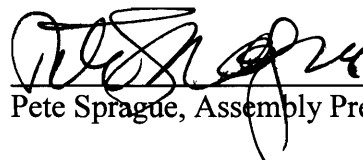
SECTION 17.Continuing Disclosure. The Borough covenants and agrees to comply with and carry out all provisions of the Continuing Disclosure Certificate, the form of which has been presented at this meeting. Notwithstanding any other provision of this Resolution, failure of the Borough to comply with 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 obligations under the Continuing Disclosure Certificate.

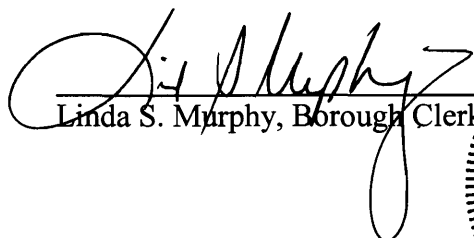
SECTION 18.Severability. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way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

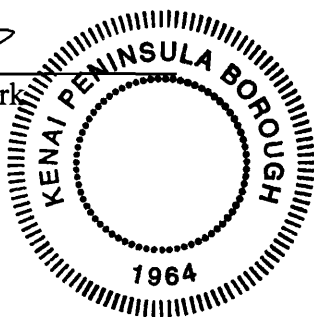
SECTION 19.Effective date. This resolution shall take effect immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 17TH DAY OF JUNE, 2003.


Pete Sprague, Assembly President

ATTEST:


Linda S. Murphy, Borough Clerk



Introduced by:	Mayor
Date:	07/05/11
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2011-072**

**A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH TO ISSUE
KENAI PENINSULA BOROUGH GENERAL OBLIGATION REFUNDING SCHOOL
BONDS, 2011 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,500,000 TO
REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE
BOROUGH, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING
THEIR SALE AND PROVIDING FOR RELATED MATTERS**

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

WHEREAS, there is now outstanding the principal amount of \$9,965,000 of Kenai Peninsula Borough General Obligation School Bonds, Series 2003A of the Borough (the "2003 Bonds") maturing on or after December, 2011 issued under Resolution No. 2003-72 of the Borough; and

WHEREAS, the Assembly finds that it is in the best interest of the Borough to provide for the refunding, including the payment of principal of and interest on, those maturities of the 2003 Bonds (the "Refunded Bonds") whose refunding the Mayor or Borough Finance Director determines will produce the debt service savings specified in this resolution, by the issuance of general obligation refunding bonds in the aggregate principal amount of not to exceed \$10,500,000 (the "Bonds"); and

WHEREAS, the Assembly finds that it is necessary and appropriate to delegate to each of the Mayor and Borough Finance Director authority to determine the maturity amounts, interest rates and other details of the Bonds, and to determine other matters pertaining to the Bonds that are not provided for in this resolution; and

WHEREAS, the Alaska Municipal Bond Bank and the Borough intend to enter into an Amendatory Loan Agreement, which amends the Loan Agreement dated as of August 1, 2003 between the Alaska Municipal Bond Bank and the Borough to provide for the refunding of the 2003 Bonds through their exchange for refunding bonds to be issued by the Borough, and related matters;

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) "Amendatory Loan Agreement" means the Amendatory Loan Agreement between the Borough and the Bond Bank, amending the Loan Agreement to provide for the refunding of the Refunded Bonds through their exchange for the Bonds, and related matters.
- (B) "Assembly" means the Assembly of the Kenai Peninsula 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 " Kenai Peninsula Borough General Obligation Refunding School Bonds, 2011" of the Borough, the issuance and sale of which are authorized herein.
- (D) "Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska.
- (E) "Bond Bank Bonds" means the General Obligation and Refunding Bonds, 2011 Series Three of the Bond Bank.
- (F) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the Registered Owners of the Bonds or their nominees.
- (G) "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.
- (H) "Borough Finance Director" means the Finance Director of the Borough.
- (I) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- (J) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank dated as of August 1, 2003, as amended by the Amendatory Loan Agreement.
- (K) "2003 Bonds" means the \$14,700,000 of Kenai Peninsula Borough General Obligation School Bonds, Series 2003A of the Borough.
- (L) "Refunded Bonds" means the maturities of the 2003 Bonds whose refunding is approved by the Mayor or Borough Finance Director under Section 12.

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

(N) "Registrar" means the Borough Finance Director.

(O) "Resolution" means this Resolution of the Assembly.

SECTION 2. Authorization of Bonds and Purpose of Issuance. For the purpose of effecting the refunding by exchange of the Refunded Bonds in the manner set forth hereinafter and in the Amendatory Loan Agreement, the Borough hereby authorizes and determines to issue and sell the Bonds in the aggregate principal amount of not to exceed \$10,500,000.

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. Designation, Maturities, Interest Rates, and Other Details of Bonds. The Bonds shall be designated " Kenai Peninsula Borough General Obligation Refunding School 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 Amendatory Loan Agreement under Section 16.

SECTION 5. Redemption. The Bonds are subject to redemption as described 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. _____

\$ _____

KENAI PENINSULA BOROUGH
GENERAL OBLIGATION REFUNDING SCHOOL 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>
-------------	-----------------------------	--------------------------

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 August 1, 2003, as amended by the Amendatory Loan Agreement dated _____ (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 Kenai Peninsula Borough General Obligation Refunding School 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 KENAI PENINSULA
BOROUGH TO ISSUE KENAI PENINSULA BOROUGH
GENERAL OBLIGATION REFUNDING SCHOOL BONDS, 2011

IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,500,000
TO REFUND CERTAIN OUTSTANDING GENERAL
OBLIGATION BONDS OF THE BOROUGH, FIXING CERTAIN
DETAILS OF SUCH BONDS AND AUTHORIZING THEIR SALE
AND PROVIDING FOR RELATED MATTERS

(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 Borough, and the full faith and credit of the Borough 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. Execution. The Bonds shall be executed in the name of the Borough by the Mayor or his designee, 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 who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of authentication of the Bond or shall not have held office on the date of the Bond.

SECTION 8. Payment of Principal and Interest. The Bonds shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. As long as the Bond Bank is the Registered Owner of the Bonds, payment of principal and interest on the Bonds shall be made as provided in the Loan Agreement. If the Bond Bank is no longer the Registered Owner of the Bonds, installments of principal and interest on the Bonds shall be paid by check mailed by first class mail to the Registered Owner as of the fifteenth day of the month preceding each installment payment date at the address appearing on the Bond Register; provided that the final installment of principal and interest on a Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registrar.

SECTION 9. Registration. 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. 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. The Borough and the Registrar may treat the person in whose name any Bond shall be registered as the absolute owner of such Bond for all purposes, whether or not the Bond shall be overdue, and all payments of principal of and interest on a Bond made to the Registered Owner thereof or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Borough nor the Registrar shall be affected by any notice to the contrary.

SECTION 10. Transfer and Exchange. Bonds shall be transferred only upon the books for the registration and transfer of Bonds kept at the office of the Registrar. Upon surrender for transfer or exchange of any Bond at such office, 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 the duly authorized attorney of the Registered Owner, the Borough shall execute and deliver an equal aggregate principal amount of Bonds of the same maturity of any authorized denominations, subject to such reasonable regulations as the Borough 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.

SECTION 11. Bonds Mutilated, Destroyed, Stolen or Lost. Upon surrender to the Registrar of a mutilated Bond, the Borough shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the Borough that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the Borough with indemnity satisfactory to it, the Borough shall execute and deliver a new Bond of like maturity and principal amount. The person requesting the execution and delivery of a new Bond under this section shall comply with such other reasonable regulations as the Borough may prescribe and pay such expenses as the Borough may incur in connection therewith.

SECTION 12. Designation of Refunded Bonds. The Mayor and the Borough Finance Director each is authorized to designate which maturities of 2003 Bonds authorized to be refunded in this Resolution shall be refunded, provided that the refunding of the 2003 Bonds so designated shall realize a substantial debt service savings, net of all issuance costs and underwriting discount, on a present value basis.

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 or the Refunded 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. Amendatory and Supplemental Resolutions.

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

(1) To add to the covenants and agreements of the Borough in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Borough.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Resolution or in regard to matters or questions arising under this Resolution as the Assembly may deem necessary or desirable and not inconsistent with this Resolution and which shall not adversely affect the interests of the Registered Owners 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 or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Resolution or of any supplemental resolution; provided, however, that no such supplemental resolution shall:
 - (1) extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, 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 15. Defeasance. In the event money and/or non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America or an agency or

instrumentality of the United States of America, maturing at such times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any or all 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 16. Exchange of Bonds; Amendatory Loan Agreement. The Bonds shall be delivered to the Bond Bank in exchange for the Refunded Bonds. 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 an Amendatory 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 an Amendatory Loan Agreement within 180 days from the effective date of this Resolution, the Amendatory Loan Agreement may not be executed on behalf of the Borough without further authorization from the Assembly.

SECTION 17. Official Statement. The information in a preliminary Official Statement relating to the Borough and the Bonds may be modified as the Mayor or Borough Finance Director may determine. The Mayor and Borough Finance Director each is hereby authorized to approve the form of the preliminary and the final Official Statement for the Bond Bank Bonds as each pertains to the Borough and the Bonds.

SECTION 18. Authority of Officers. The Mayor and 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 19. 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 20. Continuing Disclosure. The Borough hereby covenants and agrees that it will execute and carry out all of the provisions of a Continuing Disclosure Certificate in form and substance satisfactory to the Bond Bank. 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 or the Bonds; however, the beneficial owner of any Bond or Bond Bank Bond may bring an action for specific performance, to cause the Borough to comply with its obligations under this section.

SECTION 21. 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 22. Effective Date. This resolution shall take effect upon adoption by the Borough Assembly.

**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:	06/15/21
Hearing:	07/06/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-22**

**AN ORDINANCE AUTHORIZING THE ASSESSOR TO ASSESS A LOW-INCOME
HOUSING TAX CREDIT PROPERTY BASED ON RESTRICTED RENTS**

- WHEREAS,** in accordance with AS 29.45.110(d), the Kenai Peninsula borough assessor is required to value low-income housing tax credit (“LIHTC”) properties existing as of January 1, 2001, the effective date of the legislation, based on the actual income derived from the property, which can result in a value that is less than the "full and true value" if the property were unencumbered; and
- WHEREAS,** these projects must be qualified and recognized under the United States tax code 26 U.S.C. 42; and
- WHEREAS,** AS 29.45.110(d) requires the borough assembly to determine, by ordinance, whether properties that qualify after January 1, 2001 shall be assessed based on the actual income, which is from restricted rents derived from the property, or if such properties will be exempt from the restricted rent method of assessment; and
- WHEREAS,** under the statute, if the assembly determines that such property is exempt from the requirement that the assessment be based on restricted rents, it may make a parcel-by-parcel determination whether to authorize the borough assessor to assess the properties based on actual income derived from the property; and
- WHEREAS,** the assembly passed Ordinance 2003-43 on December 16, 2003, enacting KPB 5.12.085, which exempts properties that qualify for LIHTC after January 1, 2001 from the restricted rent method of assessment and requires that all such applications must be forwarded to the assembly by resolution for a determination of the manner of assessment; and
- WHEREAS,** owners of the following projects have made timely applications by May 15, 2021 requesting the borough assessor to value the property based on actual income derived from the property, and the properties have been verified by Alaska Housing Finance Corporation to be low income tax credit housing projects under 26 U.S.C. 42 qualifying after January 1, 2001:

PROJECT NAME	2021 FULL VALUE	2021 RESTRICTED RENT VALUE
East End Cottages Homer, AK Parcel 17419285	\$	\$

WHEREAS, KPB 5.12.040(B) does not allow the assessor to make a change to the assessment roll after June 1 for the purpose of requiring the assessor to assess an LIHTC, therefore an exception to KPB 5.12.040 is necessary;

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

SECTION 1. The assembly authorizes the assessor to value the above-listed parcels based on the actual income derived from the property without adjustment based on the value of any federal income tax credit given for the property.

SECTION 2. In accordance with AS 29.45.110(d), the assembly finds that valuing these properties that qualify for a low-income housing tax credit on or after January 1, 2021, based on the actual income derived from the property without consideration of the value of the tax credits, best serves the interests of the borough by potentially increasing the affordability and availability of such housing.

SECTION 3. Notwithstanding KPB 5.12.040(B) the assessor is hereby authorized to make a change to the assessment roll after June 1, 2021, to assess the property in accordance with Section 1.

SECTION 4. That this ordinance takes effect 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:

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Adeena Wilcox, Assessing Director *aw*

DATE: June 3, 2021

RE: Ordinance 2021-22, Authorizing the Assessor to Assess a Low-Income Housing Tax Credit Property Based on Restricted Rents (Mayor)

The assessing department received a timely application from East End Cottages, LLC requesting that the assessor value their low-income housing tax credit (LIHTC) property based upon the restricted rents derived from the property.

LIHTC projects in Alaska are created when the property owner enters into a binding agreement with Alaska Housing Finance Corporation, under which the owner agrees to restricted rents for qualifying low income tenants in exchange for an allocation of income tax credits authorized under United States tax code, 26 U.S.C. 42. The rent restrictions endure for a period of 30 years, and the tax credits are allocated annually over a 15-year period. The right to receive the tax credits is typically sold to a partner at the beginning of a project, with the sale proceeds being used to finance construction or renovation of the apartments.

Alaska Statute 29.45.110(d) requires properties that first qualified as LIHTC projects before January 1, 2001 (the effective date of the legislation) to be valued based upon the actual income derived from the restricted rents without consideration of the value of the tax credits. This methodology typically results in a value that is less than the "full and true" value at which all other properties are assessed.

For properties that first qualify as LIHTC on or after January 1, 2001, the statute allows municipalities to either apply the restricted rent method of valuation to all LIHTC properties, or to exempt these properties from automatically being valued based on restricted rents. If the assembly chooses to exempt properties that first qualify for LIHTCs after January 1, 2001, as the borough did in Ordinance 2003-43, the statute allows the assembly to consider each property, upon application, on a parcel-by-parcel basis to determine whether it will be valued based upon the restricted rents or at full and true value. This is the approach established by KP.B 5.12.085.

Previously, all other post-January 1, 2001 LIHTC projects that have applied for a determination to be assessed based on the restricted rental income method have been denied by the assembly, as follows:

- Resolution 2004-73 failed, which would have approved the restricted rent income method for Bayview Apartments in Seward and Parkview Apartments in Soldotna.
- Resolution 2005-051 approving an application for Pacific Park Apartments in Seward to be assessed based on the restricted rental income method also failed.
- Resolution 2013-044 failed, which would have approved the restricted rent income method for Aurora Vista apartments in Kenai.
- Resolution 2014-047 failed, which would have approved the restricted rent income method for Kimberly Court in Seward and Northwood Apartments in Soldotna.
- Resolution 2015-024 failed, which would have approved the restricted rent income method for Conifer Woods in Homer, Laurawood Arms in Soldotna, and Woodridge Apartments in Kenai.
- Resolution 2016-030 failed, which would have approved the restricted rent income method for Gateway apartments in Seward and Harbor Ridge apartments in Homer.

The East End Cottages project qualified for LIHTCs after January 1, 2001. The property owners have submitted timely applications for assessment based on the restricted rent income method beginning in 2021. In accordance with state statute, the assembly, through Ordinance 2003-43 (KPB 5.12.085), must determine whether it wishes these projects to be assessed at unencumbered full and true value or based on the restricted rents without adjustment for the amount of tax credits. There are presently no LIHTC properties within the Kenai Peninsula Borough that are being valued based upon the restricted rent income method.

Should this resolution fail to be approved by the assembly, such failure will be deemed an affirmative decision as to the manner by which this property shall be assessed in future years (i.e. at full and true value). In accordance with AS 29.45.110(d)(2)(B), the assembly may not change the manner of assessment of the parcel if debt relating to the property incurred in conjunction with the property's qualifying for the low-income housing tax credit remains outstanding.

Your consideration is appreciated.

Introduced by: Mayor
Date: 10/28/03
Hearing: 12/16/03
Action: Enacted as Amended
Vote: 9 Yes, 0 No

**KENAI PENINSULA BOROUGH
ORDINANCE 2003-43**

**AN ORDINANCE EXEMPTING LOW-INCOME HOUSING TAX CREDIT (LIHTC)
PROJECTS, QUALIFYING ON OR AFTER JANUARY 1, 2001, FROM THE
REQUIREMENT THAT ASSESSED VALUE BE BASED ON RESTRICTED RENTS**

- WHEREAS,** according to Alaska Statute 29.45.110(d), the Kenai Peninsula Borough Assessor is required to value low-income housing tax credit projects existing as of January 1, 2001, the effective date of the legislation, based on the actual income derived from the property, which can result in a value that is less than the traditional “full and true value”; and
- WHEREAS,** these projects must be qualified and recognized under the United States Tax Code 26 U.S.C. 42; and
- WHEREAS,** AS 29.45.110(d), requires the borough assembly to determine by ordinance whether the projects that qualify on or after January 1, 2001, shall be assessed based on the actual income, which is from restricted rents derived from the property; and
- WHEREAS,** if the assembly determines that such property is exempt from the requirement that the assessment be based on restricted rents, it can by parcel authorize the Borough Assessor to assess the projects at either full and true value or based on actual income derived from the property; and
- WHEREAS,** to date, there is an 18-unit low-income housing project in Seward, Alaska receiving the benefit of the rent-restricted income approach to value for the years 2001, 2002, and 2003. There are two pending low-income housing projects in Soldotna and Seward whose owners have expressed an interest in valuation based on actual income derived from the property; and
- WHEREAS,** that in accordance with A.S. 29.45.110(d)(2), the Kenai Peninsula Borough Assembly finds that properties that first qualify for a low-income housing credit on or after January 1, 2001, should be exempt from the requirement that all such properties’ assessed value be based on the actual income derived from the property, and that the assembly shall determine by parcel whether such property shall be valued based on restricted rents or the estimated price it would bring on the open market;

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

SECTION 1. That KPB 5.12.085 is hereby enacted to read as follows:

5.12.085. Method of determining the full and true value of property that qualifies for a low-income housing credit under 26 USC 42.

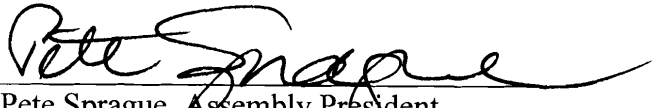
A. In accordance with AS 29.45.110(d)(1), the full and true value of all property within the Kenai Peninsula Borough that first qualifies for low-income housing credit under 26 USC 42 before January 1, 2001, shall be based on the actual income derived from the property and may not be adjusted based on the amount of any federal income tax credit given for the property.

B. Pursuant to AS 29.45.110(d)(2), the full and true value of all property within the Kenai Peninsula Borough that first qualifies for a low-income housing credit under 26 U.S.C. § 42 on or after January 1, 2001, shall be exempt from the requirement that the value be based on the actual income derived from the property. For property that first qualifies for a low-income housing credit under 26 U.S.C. § 42 on or after January 1, 2001, the assembly may determine, by parcel, whether the property shall be assessed based on the estimated price that it would bring in an open market and under the then-prevailing market conditions in a sale between a willing seller and a willing buyer both conversant with the property and with prevailing general price levels, or on the basis of actual income derived from the property without adjustment based on the amount of any federal income tax credit given for the property. Once the manner of assessment of the property has been determined under this subparagraph, the assembly may not change the manner of assessment of that parcel of property if debt relating to the property incurred in conjunction with the properties qualifying for the low-income housing tax credit remains outstanding.

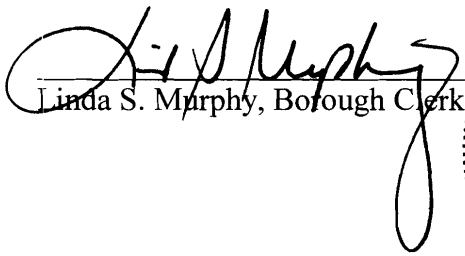
C. To secure an assessment based upon the actual income derived from the property under this section, an owner of property that qualifies for the low-income housing credit shall apply to the assessor before May 15 of each year in which the assessment is desired. The property owner shall submit an application on forms prescribed by the assessor and shall include information that may reasonably be required by the assessor to determine the entitlement of the applicant. All such applications shall be forwarded to the assembly by resolution for a determination of the assessment manner.

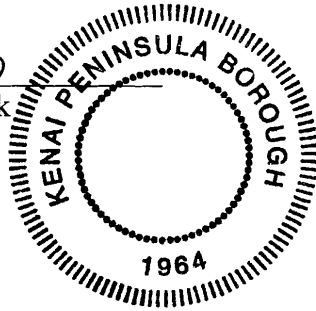
SECTION 2. That this ordinance shall take effect January 1, 2004.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH
DAY OF DECEMBER, 2003.


Pete Sprague, Assembly President

ATTEST:


Linda S. Murphy, Borough Clerk



Introduced by:	Mayor
Date:	06/15/21
Hearing:	07/06/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-23**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN
PARCELS OF BOROUGH LAND BY OUTCRY AUCTION FOLLOWED
BY AN OVER-THE-COUNTER LAND SALE**

WHEREAS, the Kenai Peninsula Borough (“borough”) has title to the land listed in Section 1 of this ordinance; and

WHEREAS, the land has been appropriately classified pursuant to KPB 17.10.080; and

WHEREAS, authorization of an outcry auction sale provides a competitive market process, followed by an over-the-counter sale intended to keep the properties on the market over a longer term; and

WHEREAS, appropriate market exposure is key to a successful over the counter land sale and an economical means for the borough to achieve such exposure is to offer a 1.5 percent finder’s fee, with a \$300 minimum, to qualified finders through the over the counter sale only; and

WHEREAS, due to the property referenced as Assessor Parcel Numbers 013-216-01 and 013-212-48 requiring a completed record of survey prior to the completion of a contemplated sale, any potential buyer and the seller (borough) should be allowed an extended due diligence period for review, approval and recording of the record of survey prior to finalizing any potential sale transaction; and

WHEREAS, due to the background of uncertainty in planning events in Covid-19 times, allowing for an alternate date is appropriate; and

WHEREAS, the Planning Commission at its regularly scheduled meeting of June 28, 2020, recommended;

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

SECTION 1. The parcels listed below are authorized for sale at a minimum of the fair market value as determined through consultation with the borough Assessing Department.

Assessor's Parcel No.	General Location	Legal Description	Acres	Reserve
013-216-01	Nikiski Wik Lake	Government Lot 4, Section 8, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)	14	\$70,700.00
013-212-48	Nikiski Wik Lake	Government Lot 12, Section 5, Township 7 North, Range 11 West, Seward Meridian, Alaska. (Pending Record of Survey)	5.79	\$41,400.00
025-440-21	North Nikiski	Lot 180, Moose Point Subdivision, according to Plat No. KN84-65, on file in the Kenai recording district, Third Judicial District, State of Alaska	6.8	\$19,200.00
035-290-33	Hope	Lot 7 of Percy Hope Subdivision as shown on Plat No. 2010-8, Seward Recording District, State of Alaska	2.24	\$125,000.00
131-320-31	Soldotna	Lot 13, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska	0.9	\$22,000.00
131-320-32	Soldotna	Lot 37, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska	0.9	\$22,000.00
055-072-76	Soldotna	Tract D, Kalifornsky Center Subdivision, as shown on Plat No. 2020-18, Kenai Recording District, Third Judicial District, State of Alaska	50.96	\$500,000.00
135-053-34	Caribou Island	Lot 4A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.23	\$7,500.00
063-043-29	Sterling	The SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska	40	\$220,800.00

119-071-05	Cooper Landing	Lot 16A of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska	0.98	\$80,000.00
119-070-08	Cooper Landing	Lot 19 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska	1.69	\$95,000.00
119-070-09	Cooper Landing	Lot 20 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska	1.54	\$95,000.00
119-070-07	Cooper Landing	Lot 18 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska	1.83	\$95,000.00
119-070-06	Cooper Landing	Lot 17 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska	1.7	\$95,000.00
179-080-03	Homer	Government Lot 7 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
179-080-04	Homer	Government Lot 6 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00

179-080-10	Homer	Government Lot 11 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
179-080-11	Homer	Government Lot 12 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
179-080-12	Homer	Government Lot 13 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
179-080-23	Homer	Government Lot 22 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
179-080-24	Homer	Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
179-080-18	Homer	Government Lot 18 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
179-080-17	Homer	Government Lot 19 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	\$25,000.00
179-080-16	Homer	Government Lot 20 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska	2.5	\$25,000.00
173-040-14	Homer	Government Lot 18, excepting therefrom Diamond Ridge Road, within Section 12, Township 6 South, Range 14 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska	2.05	\$15,000.00
211-280-12	Beluga	Tract C, Block 4 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska	3.14	\$17,700.00
211-280-48	Beluga	Tract E, Block 8 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska	3.3	\$18,200.00

SECTION 2. The method of disposal shall be by outcry public auction pursuant to KPB 17.10.100(B) followed by an over-the-counter sale pursuant to KPB 17.10.100(H). The date of the outcry public auction sale shall be August 14, 2021. The auction shall be held at Soldotna High School or other such advertised location. The over-the-counter sale shall begin November 15, 2021 and end January 30, 2022.

SECTION 3. In the event the administration is unable to proceed with the live outcry auction on the designated date due to unforeseen events including federal, state and or borough imposed restrictions, the administration shall be authorized to reschedule the outcry auction and subsequent over-the-counter land sale 45 to 90 days later than the date designated in this ordinance. In the event the dates designated in Section 2 are cancelled and an alternative date is rescheduled, then such sale date and location shall be re-advertised for at least 30 days prior to the sale, consistent with the original advertisement.

SECTION 3. All parcels will be conveyed by quitclaim deed. Title insurance in the form of a lenders policy of title insurance must be obtained for all borough-financed sales. All title insurance and closing fees are the buyer's expense. Title insurance must show the condition of title and no unsatisfied judgments or liens against the buyer at the time of closing, the latter of which shall also be verified by the buyer prior to closing. In the event a title report showing an acceptable condition of title cannot be obtained by seller, then either the buyer or the borough may elect to terminate the purchase agreement, in which case all monies on deposit will be refunded to the buyer. For borough-financed sales, buyers must execute a release authorizing the borough to obtain a credit report on the said buyers.

SECTION 4. That the parcel listed below is a tax foreclosed property retained for public purpose under KPB Ordinance 2004-15 as substandard lot (less than 40,000sf.). That in accordance with provisions of A.S. 29.45.460, the assembly finds that a public need no longer exists. Subject parcel has been enlarged by combining multiple small lots through survey plat No 2020-9 Kenai Recording District, curing the substandard size issue. As this parcel has been retained by the borough in excess of 19 years, marketable or clear title to subject parcel should now be available and properties can be marketed for sale.

Parcel ID	General Location	Legal Description	Last Owner of Record
135-053-34	Caribou Island	Lot 4A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	Pylant, Fritz

SECTION 5. That parcels listed below are tax foreclosed properties retained for public purpose under KPB Ordinance 2012-23 as substandard lots (less than 40,000sf.). That in accordance with provisions of A.S. 29.45.460, the assembly finds that a public need no longer exists. Due to lots remaining substandard in size (.9 acres), though similar and consistent to adjacent properties, subject properties should be presented for sale

with special attention to the lot size and potential for engineered septic treatment system. As this parcel has been retained by the borough in excess of 10 years, marketable or clear title to subject parcel should now be available and properties can be marketed for sale.

Parcel ID	General Location	Legal Description	Last Owner of Record
131-320-31	Soldotna	Lot 13, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	Delbert Leroy Henry and Norma Louise Henry, husband and wife as to fee estate and Clifford Bryon Killary and David Louis Goggia as to an equitable estate
131-320-32	Soldotna	Lot 37, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	Delbert Leroy Henry and Norma Louise Henry, husband and wife as to fee estate and Clifford Bryon Killary and David Louis Goggia as to an equitable estate

SECTION 6. The sale of Parcels listed below are subject to and contingent upon the completion of a record of survey. As a result the legal descriptions and acreage information for subject parcels may be updated prior to sale. All marketing materials used for subject parcels will contain the most current information available at the time of printing. Prior to finalizing any contemplated sale, the buyer shall have the opportunity to inspect the record of survey information.

Assessor's Parcel No.	General Location	Legal Description	Acres
013-216-01	Nikiski Wik Lake	Government Lot 4, Section 8, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)	14
013-212-48	Nikiski Wik Lake	Government Lot 12, Section 5, Township 7 North, Range 11 West, Seward Meridian, Alaska. (Pending Record of Survey)	5.79
119-071-05	Cooper Landing	Lot 16A of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	0.98
119-070-08	Cooper Landing	Lot 19 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.69

119-070-09	Cooper Landing	Lot 20 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.54
119-070-07	Cooper Landing	Lot 18 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.83
119-070-06	Cooper Landing	Lot 17 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.7
179-080-03	Homer	Government Lot 7 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-04	Homer	Government Lot 6 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-10	Homer	Government Lot 11 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-11	Homer	Government Lot 12 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-12	Homer	Government Lot 13 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-23	Homer	Government Lot 22 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-24	Homer	Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-18	Homer	Government Lot 18 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5

179-080-17	Homer	Government Lot 19 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5
179-080-16	Homer	Government Lot 20 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5

SECTION 7. Upon successful sale at auction, buyer/bidder will enter into an agreement to acquire subject parcel, a down payment of 10 percent of the sale price, or \$1,500.00, whichever is greater, shall be deposited with KPB and the applicable terms and provisions of KPB 17.10.120 and KPB 17.10.130 shall apply, except that the borough shall retain the down payment, up to \$1,000, if the prospective buyer breaches a term of the sale.

SECTION 8. Auction records will contain first and second position bid amounts for each property. In the event the first position buyer is unable to perform, the property will be offered for sale to the second position bidder for the amount of the second position bid, provided that the second position bid amount is in excess of the established reserve. If the second position bidder is not interested or unable to perform, and the second position bid is in excess of the established reserve, the second position bid amount will become the stated sales price in the subsequent over the counter sale.

SECTION 9. For sales occurring in the over-the-counter, a 1.5 percent finder's fee will be paid by the borough to qualified finders with a \$300 minimum. At a minimum a qualified finder shall be a duly licensed real estate sales person authorized to perform such services under Alaska law. Successful bids less than \$20,000 will qualify for the \$300 minimum fee. This fee will be based on the bid amount of the successful bidder. Applications for finders will be received through the bid process. The borough will not contract directly with individual finders. The finder's fee is applicable only to over-the-counter sales authorized by this ordinance.

SECTION 10. The mayor is authorized to sign any documents necessary to effectuate this ordinance.

SECTION 11. 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:



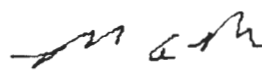
No:


Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Melanie Aeschliman, Planning Director 
Marcus A. Mueller, Land Management Officer 

FROM: Aaron Hughes, Land Management Agent 

DATE: June 3, 2021

RE: Ordinance 2021-23, Authorizing the Sale of Certain Parcels of Borough Owned Land by Outcry Auction Followed by an Over-the-Counter Sale (Mayor)

The Kenai Peninsula Borough (KPB) Land Management Division has identified certain parcels of land that are surplus to the KPB's needs. These parcels could be placed in a competitive market value land sale by outcry auction, followed by an over-the-counter sale. Attached are vicinity and parcel site maps showing the location of each parcel. Auction reserves and minimum sale prices are proposed to be set at the estimated fair market value as determined through consultation with the KPB Assessing Department.

The live outcry auction is proposed for August 14, 2021, to be held at Soldotna High School. A sale brochure will identify the parcels and provide a brief explanation of the auction and subsequent closing process. Notice of the land sale will be published in accordance with KPB 17.10.110 and the brochure will be made available on the KPB Land Management Division's website. The ordinance provides a framework to reschedule the auction in the event the August 14th date gets cancelled, in recognition of Covid-related uncertainties.

A finder's fee is not proposed for sales occurring in the outcry auction. A finder's fee is proposed to be offered for the sale of any remaining properties through an over-the-counter land sale as described in the ordinance.

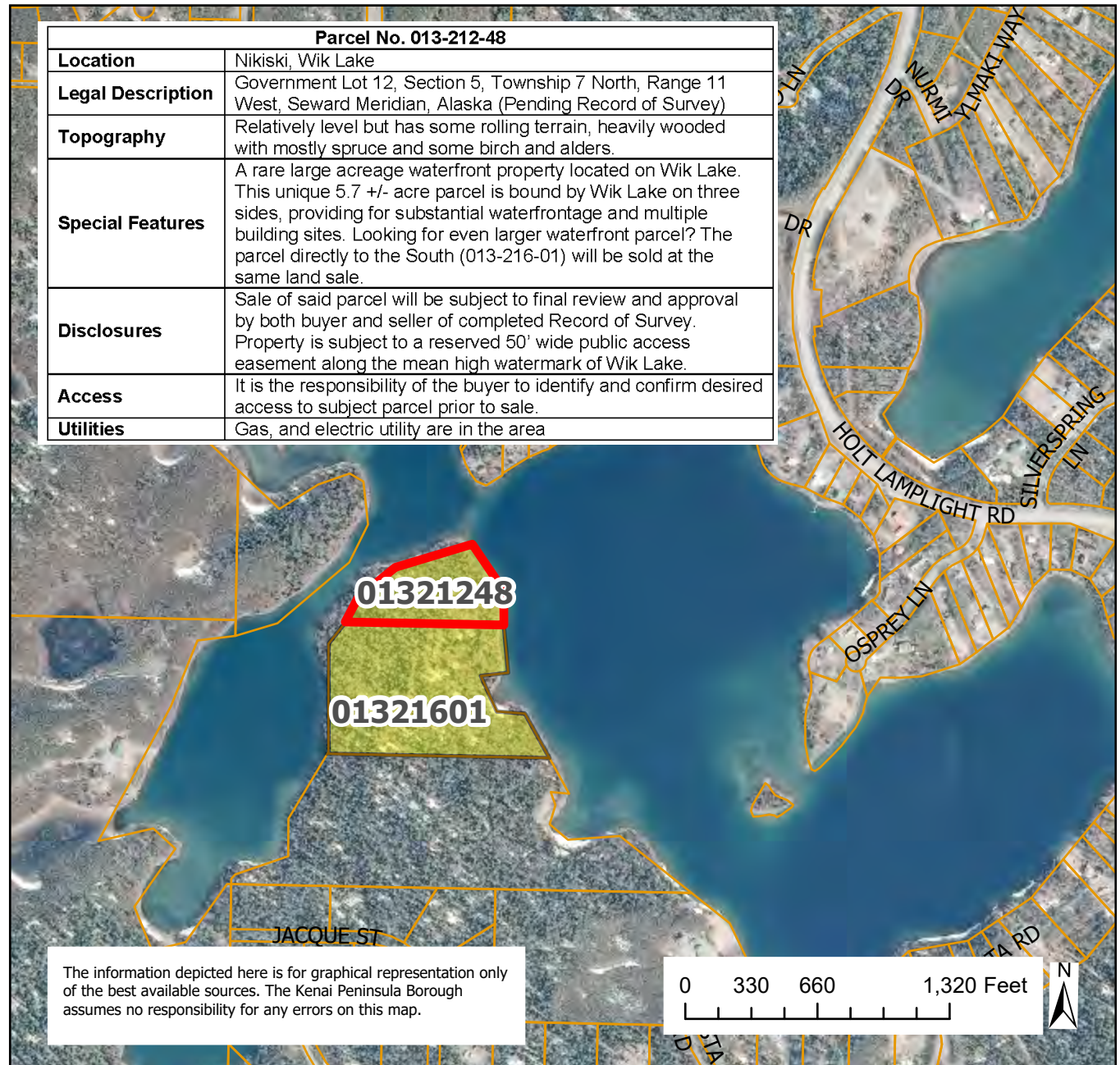
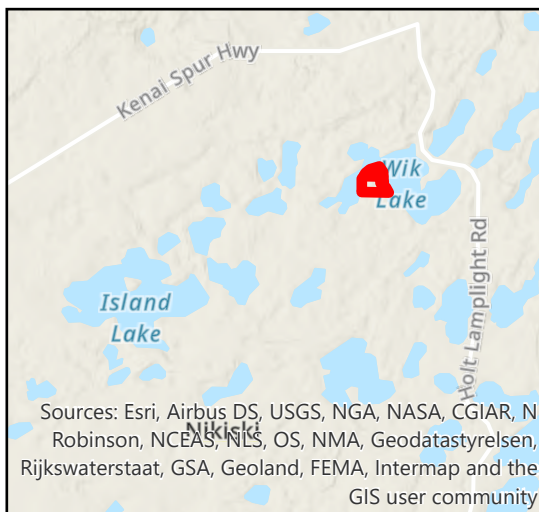
This ordinance would authorize an outcry auction land sale of certain parcels of borough land followed by an over-the-counter land sale of the parcels not sold at auction.

The Planning Commission will hold a public hearing on June 28, 2021 and will forward its recommendations to the assembly. Your review and consideration of this ordinance is appreciated.

Minimum Bid
TBD

Acres: 5.79 +/-

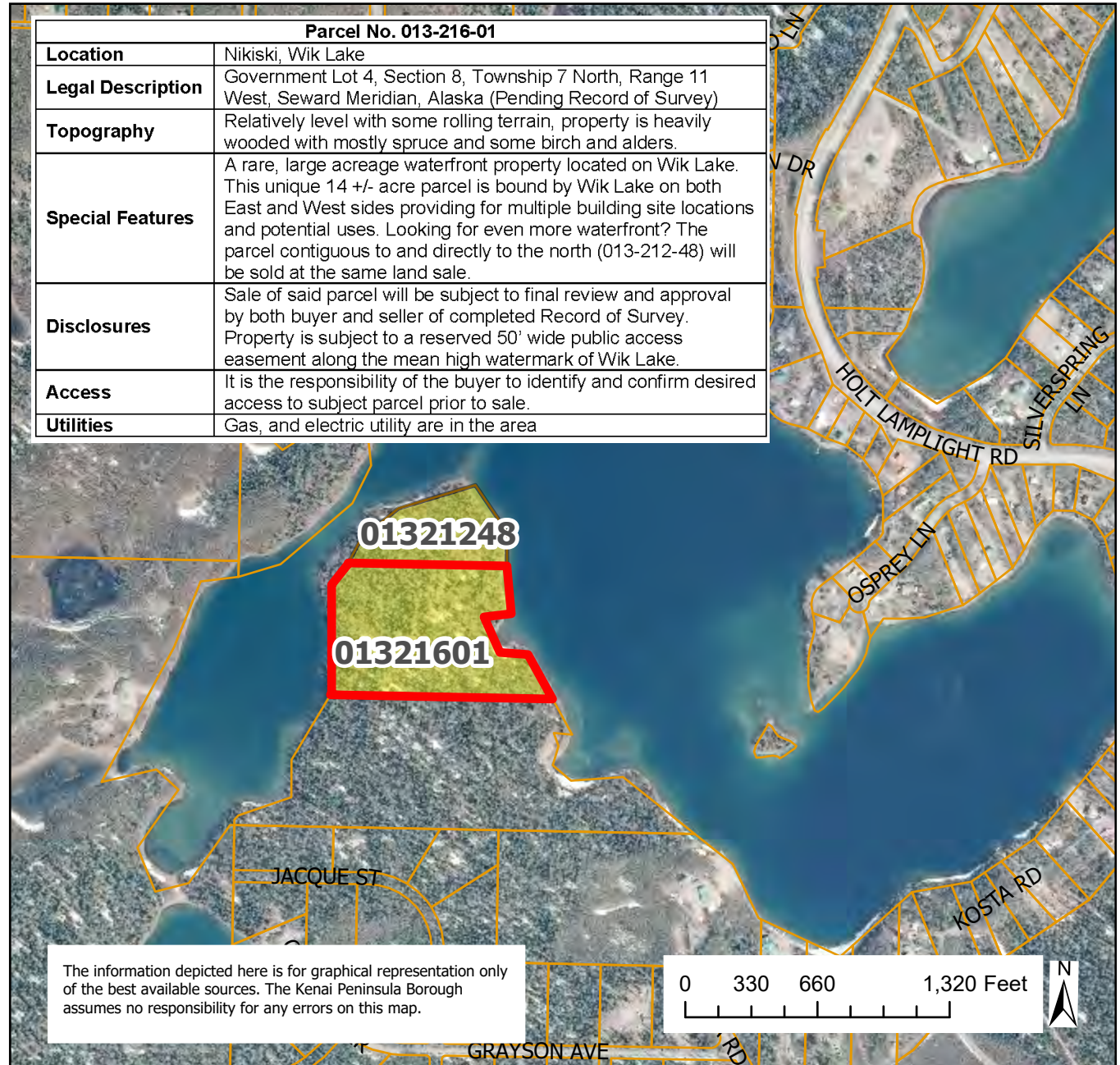
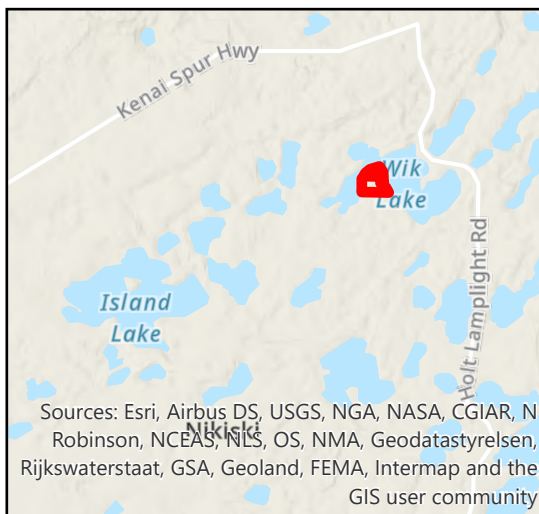
Parcel No. 013-212-48	
Location	Nikiski, Wik Lake
Legal Description	Government Lot 12, Section 5, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)
Topography	Relatively level but has some rolling terrain, heavily wooded with mostly spruce and some birch and alders.
Special Features	A rare large acreage waterfront property located on Wik Lake. This unique 5.7 +/- acre parcel is bound by Wik Lake on three sides, providing for substantial waterfrontage and multiple building sites. Looking for even larger waterfront parcel? The parcel directly to the South (013-216-01) will be sold at the same land sale.
Disclosures	Sale of said parcel will be subject to final review and approval by both buyer and seller of completed Record of Survey. Property is subject to a reserved 50' wide public access easement along the mean high watermark of Wik Lake.
Access	It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Gas, and electric utility are in the area



Minimum Bid
TBD

Acres: 14.1 +/-

Parcel No. 013-216-01	
Location	Nikiski, Wik Lake
Legal Description	Government Lot 4, Section 8, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)
Topography	Relatively level with some rolling terrain, property is heavily wooded with mostly spruce and some birch and alders.
Special Features	A rare, large acreage waterfront property located on Wik Lake. This unique 14 +/- acre parcel is bound by Wik Lake on both East and West sides providing for multiple building site locations and potential uses. Looking for even more waterfront? The parcel contiguous to and directly to the north (013-212-48) will be sold at the same land sale.
Disclosures	Sale of said parcel will be subject to final review and approval by both buyer and seller of completed Record of Survey. Property is subject to a reserved 50' wide public access easement along the mean high watermark of Wik Lake.
Access	It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Gas, and electric utility are in the area



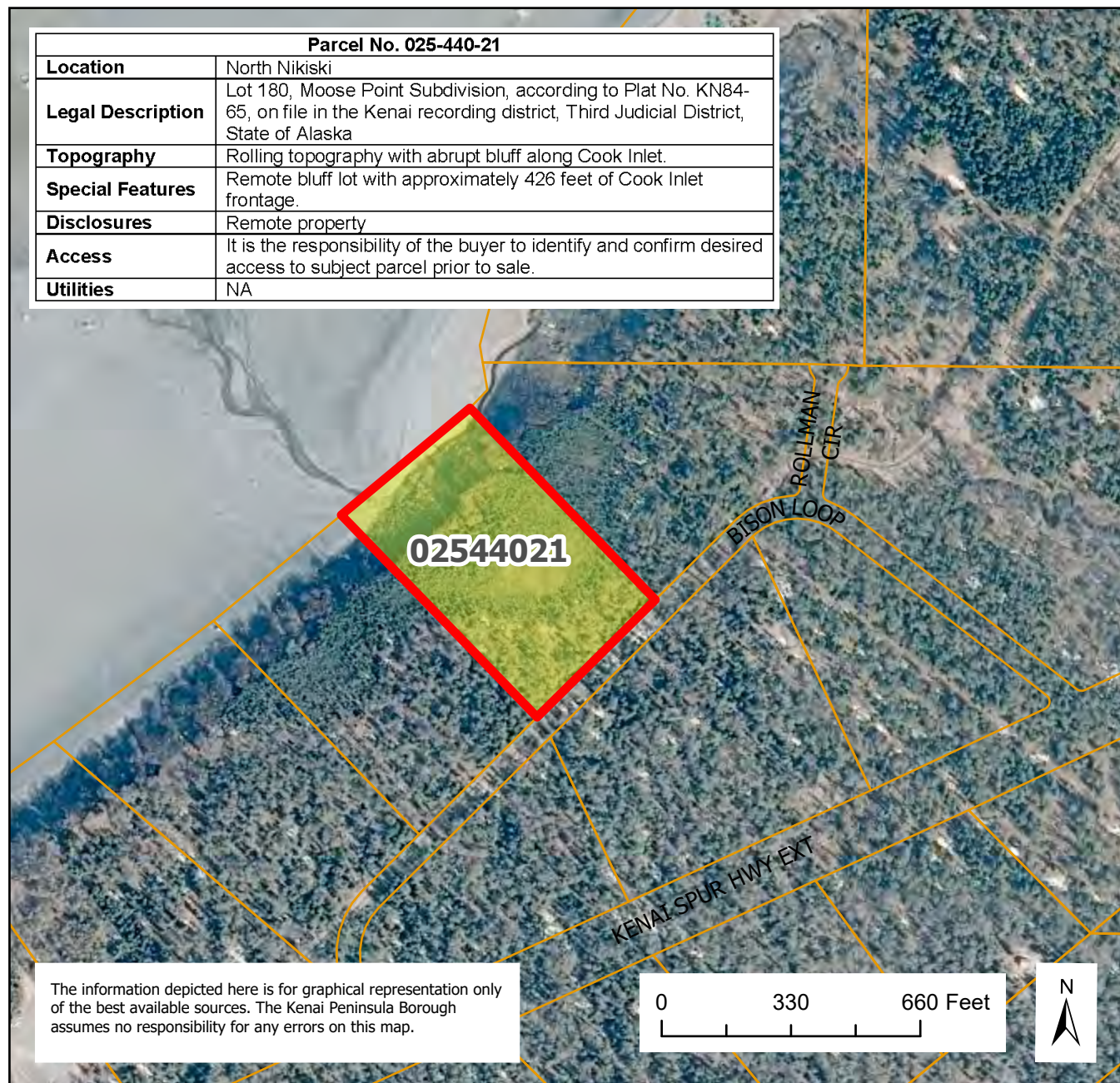
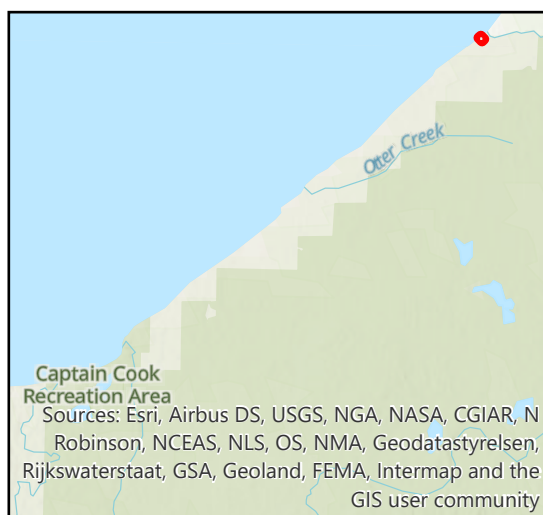
Parcel No. 025-440-21

North Nikiski- Moose Point Subdivision, Alaska

Minimum Bid
TBD

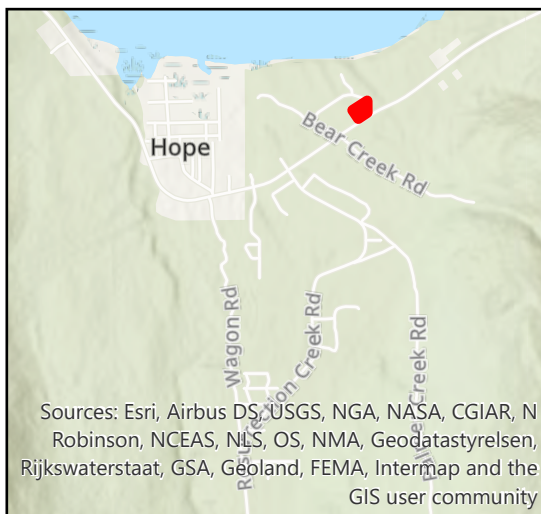
Acres: 6.8 +/-

Parcel No. 025-440-21	
Location	North Nikiski
Legal Description	Lot 180, Moose Point Subdivision, according to Plat No. KN84-65, on file in the Kenai recording district, Third Judicial District, State of Alaska
Topography	Rolling topography with abrupt bluff along Cook Inlet.
Special Features	Remote bluff lot with approximately 426 feet of Cook Inlet frontage.
Disclosures	Remote property
Access	It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	NA

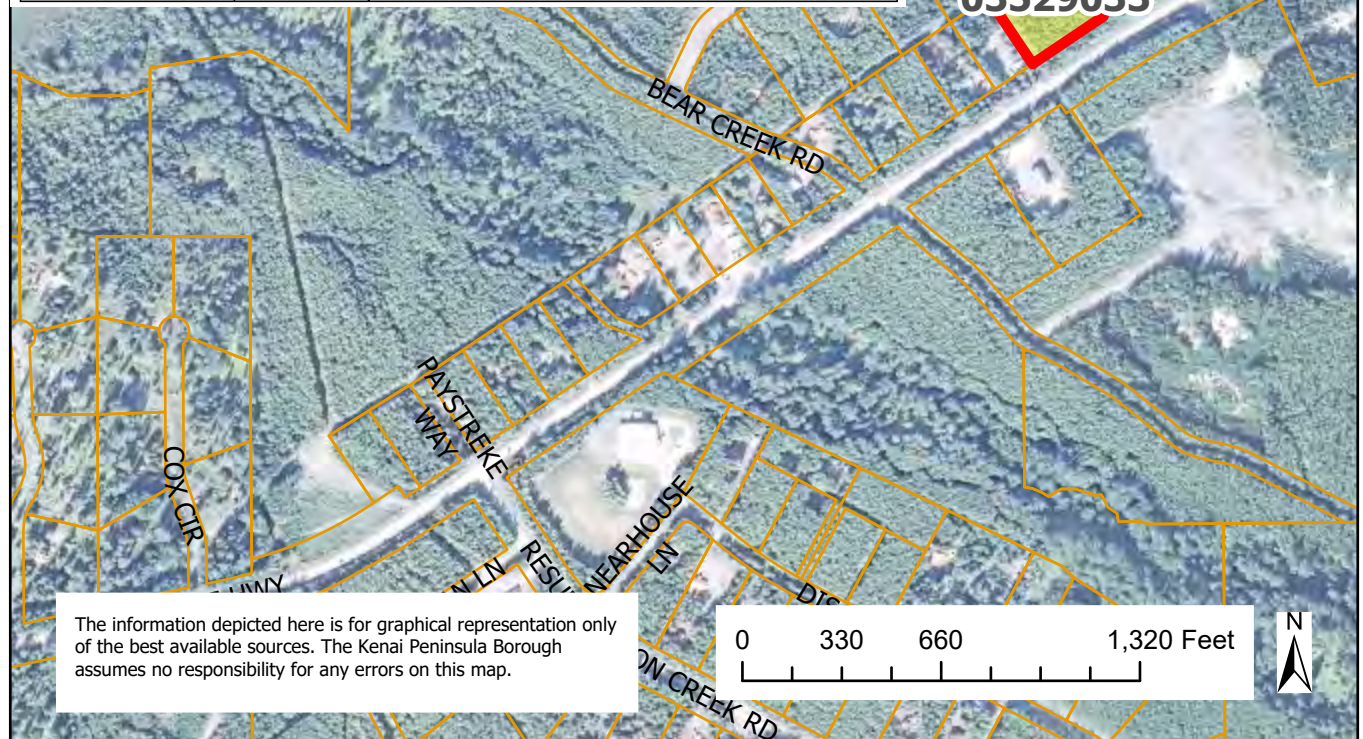


Minimum Bid
TBD

Acres: 2.2 +/-



Parcel No. 035-290-33	
Location	Hope
Legal Description	Lot 7 of Percy Hope Subdivision as shown on Plat No. 2010-8, Seward Recording District, State of Alaska.
Topography	Subject parcel is relatively level with broken and rolling terrain. Vegetation consists mostly of smaller diameter spruce and some birch and alders.
Special Features	This 2.2 +/- acre parcel located East of Hope abuts Hope Highway to the South, providing approximately 283 feet of Highway frontage. Proper lot preparation could provide mountain views and highway exposure. This parcel is zoned Rural, providing a wide variety of options for its future use
Disclosures	Subject parcel was excluded from Local Option Zoning encumbering adjacent parcels. Access approach from the Hope Highway will require a permit from the State of Alaska and would be subject to any terms and conditions thereof.
Access	Potential access may be gained by Hope Highway and subject to any restrictions and or approach agreements required by the State of Alaska. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is available in the area



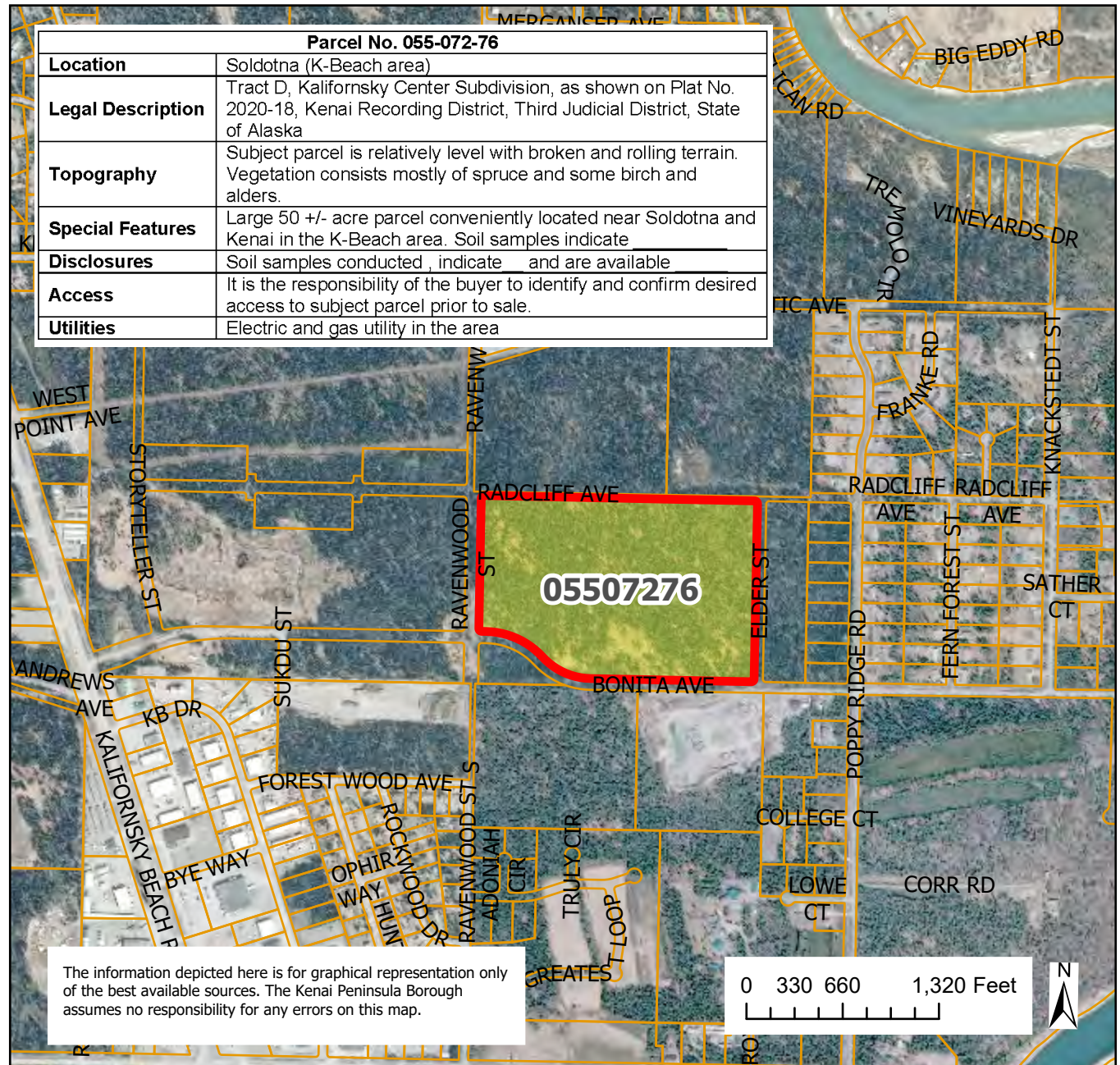
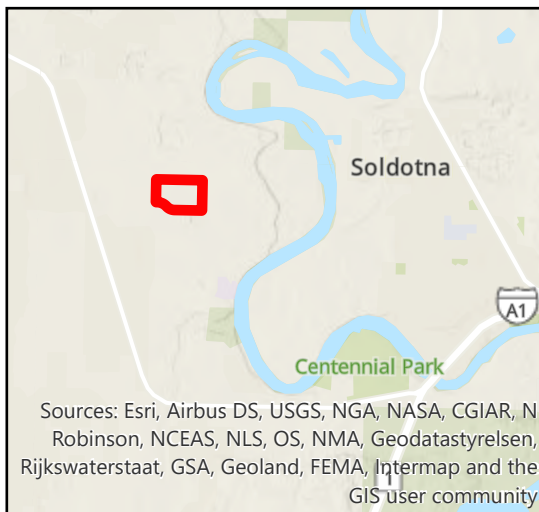
Parcel No. 055-072-76

Soldotna, Alaska

Minimum Bid
TBD

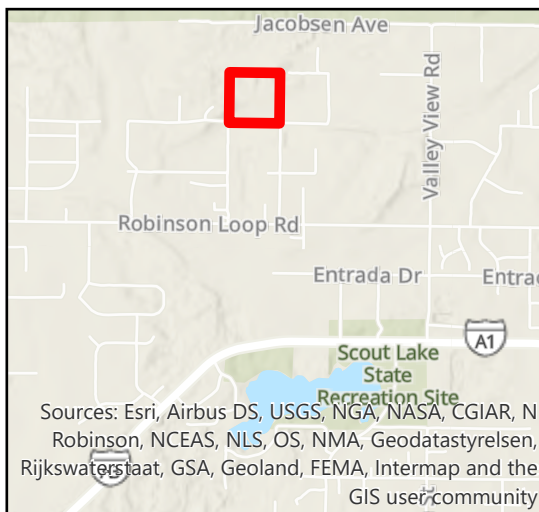
Acres: 50.96 +/-

Parcel No. 055-072-76	
Location	Soldotna (K-Beach area)
Legal Description	Tract D, Kalifornsky Center Subdivision, as shown on Plat No. 2020-18, Kenai Recording District, Third Judicial District, State of Alaska
Topography	Subject parcel is relatively level with broken and rolling terrain. Vegetation consists mostly of spruce and some birch and alders.
Special Features	Large 50 +/- acre parcel conveniently located near Soldotna and Kenai in the K-Beach area. Soil samples indicate
Disclosures	Soil samples conducted, indicate and are available
Access	It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric and gas utility in the area



Minimum Bid
TBD

Acres: 40 +/-



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

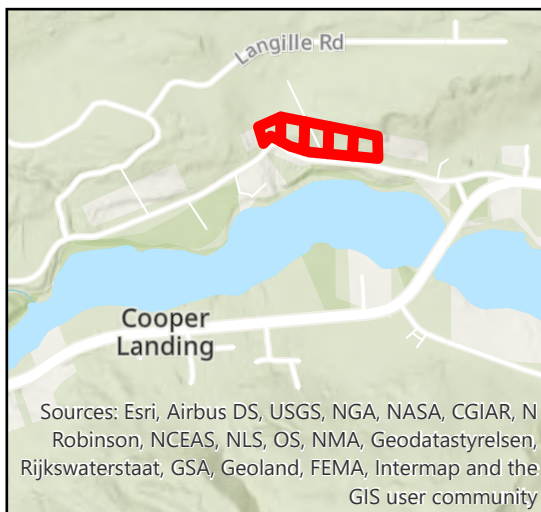
Parcel No. 063-043-29	
Location	Sterling
Legal Description	The SW¼NW¼ of Section 3, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska
Topography	Slightly rolling with a thick timber stand consisting of spruce, birch and aspen.
Special Features	Large 40 +/- acre parcel located North of the Sterling Highway. Soil samples indicate _____
Disclosures	Soil samples conducted _____, indicate _____ and are available
Access	It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Gas and electric utility are in the area



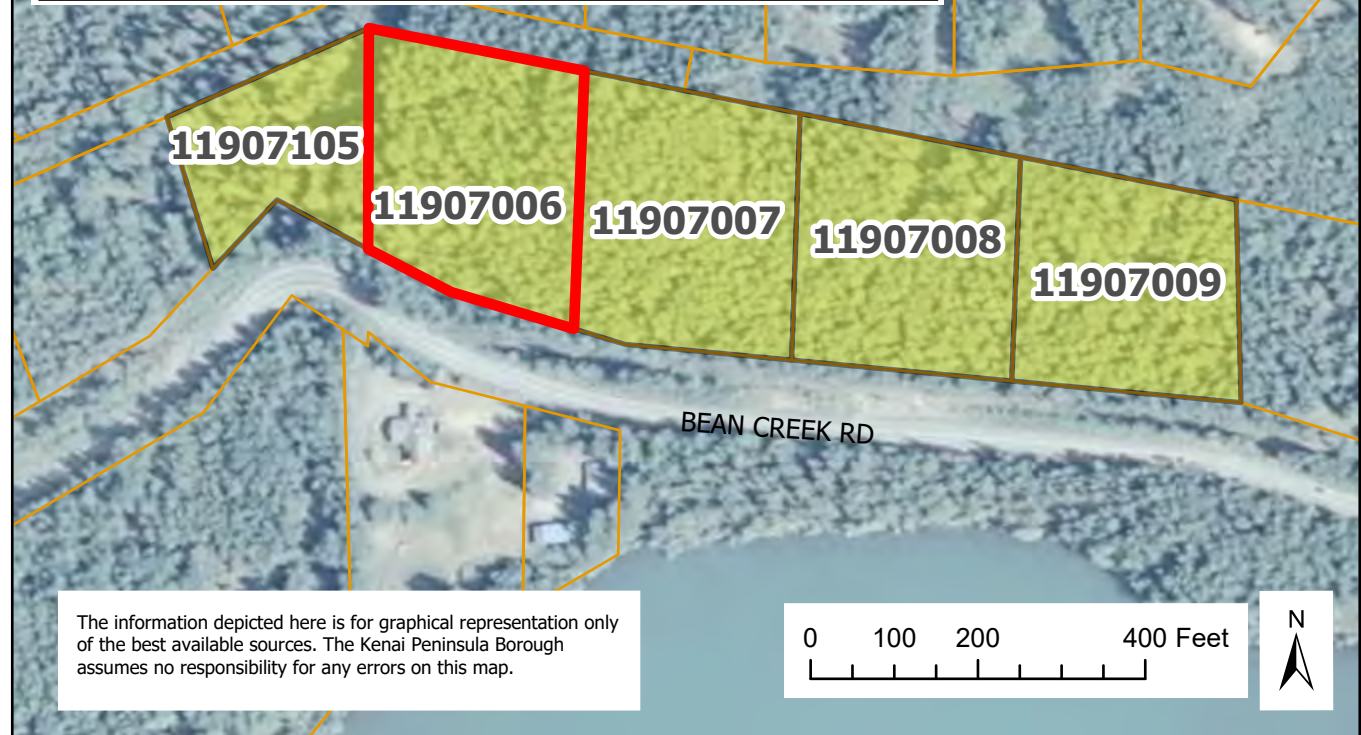
The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

Minimum Bid
TBD

Acres: 1.7 +/-



Parcel No. 119-070-06	
Location	Cooper Landing
Legal Description	Lot 17 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.
Topography	Subject property is broken with a mix of slopes and benches. Parcel is timbered with a mix of spruce and birch.
Special Features	View parcel North of the Kenai River in the Cooper Landing area. Lots have a Southern exposure and with proper clearing will provide mountain and Kenai River views. Close proximity to local public recreation access.
Disclosures	Sale of said parcel will be subject to final review and approval by both buyer and seller of completed Record of Survey. Subject to utility easement across southern boundary.
Access	Potential access may be obtained by Sterling Highway to Bean Creek Road. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is in the area.

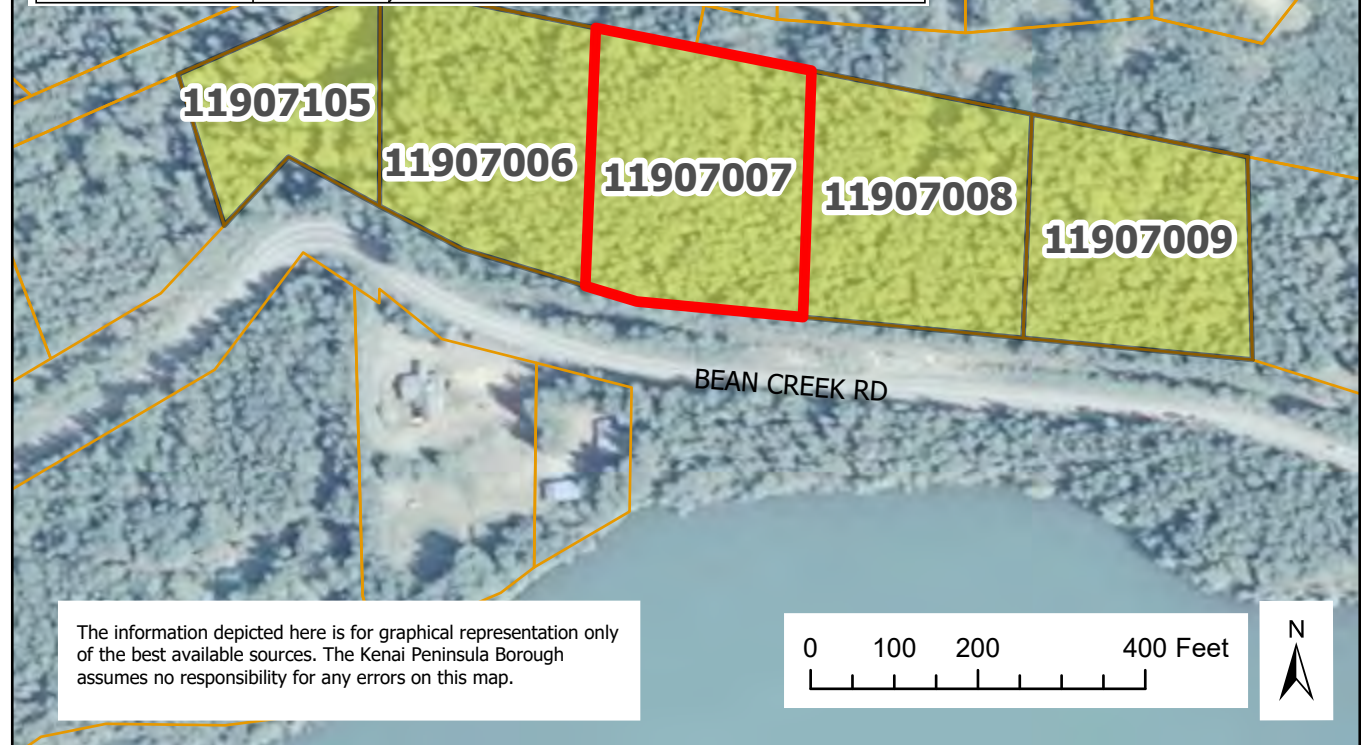


Minimum Bid
TBD

Acres: 1.83 +/-



Parcel No. 119-070-07	
Location	Cooper Landing
Legal Description	Lot 18 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.
Topography	Subject property is broken with a mix of slopes and benches. Parcel is timbered with a mix of spruce and birch.
Special Features	View parcel North of the Kenai River in the Cooper Landing area. Lots have a Southern exposure and with proper clearing will provide mountain and Kenai River views. Close proximity to local public recreation access.
Disclosures	Sale of said parcel will be subject to final review and approval by both buyer and seller of completed Record of Survey. Subject to utility easement across southern boundary.
Access	Potential access may be obtained by Sterling Highway to Bean Creek Road. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is in the area.

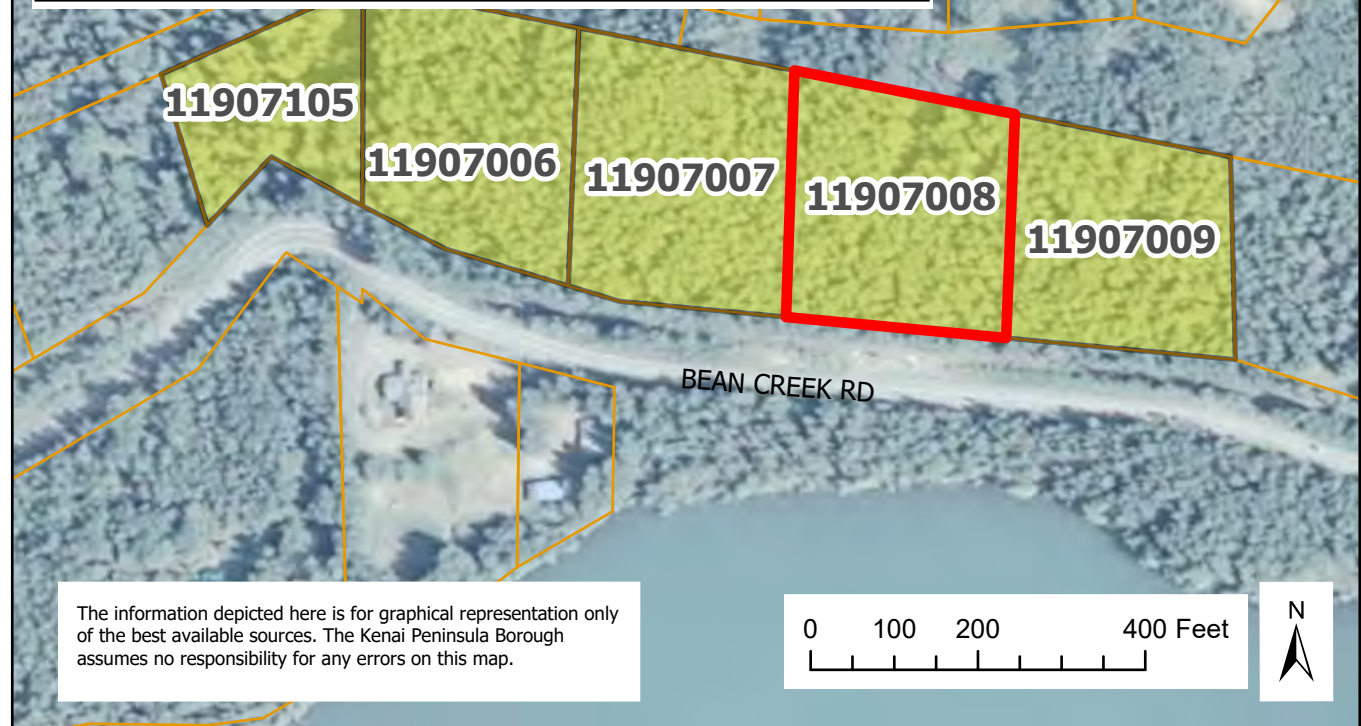


Minimum Bid
TBD

Acres: 1.69 +/-

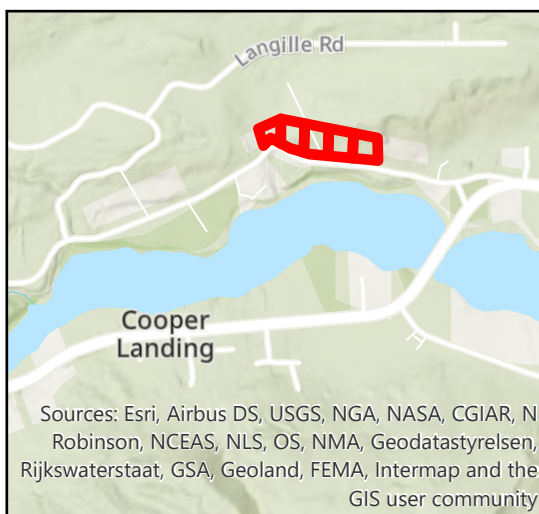


Parcel No. 119-070-08	
Location	Cooper Landing
Legal Description	Lot 19 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.
Topography	Subject property is broken with a mix of slopes and benches. Parcel is timbered with a mix of spruce and birch.
Special Features	View parcel North of the Kenai River in the Cooper Landing area. Lots have a Southern exposure and with proper clearing will provide mountain and Kenai River views. Close proximity to local public recreation access.
Disclosures	Sale of said parcel will be subject to final review and approval by both buyer and seller of completed Record of Survey. Subject to utility easement across southern boundary.
Access	Potential access may be obtained by Sterling Highway to Bean Creek Road. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is in the area.

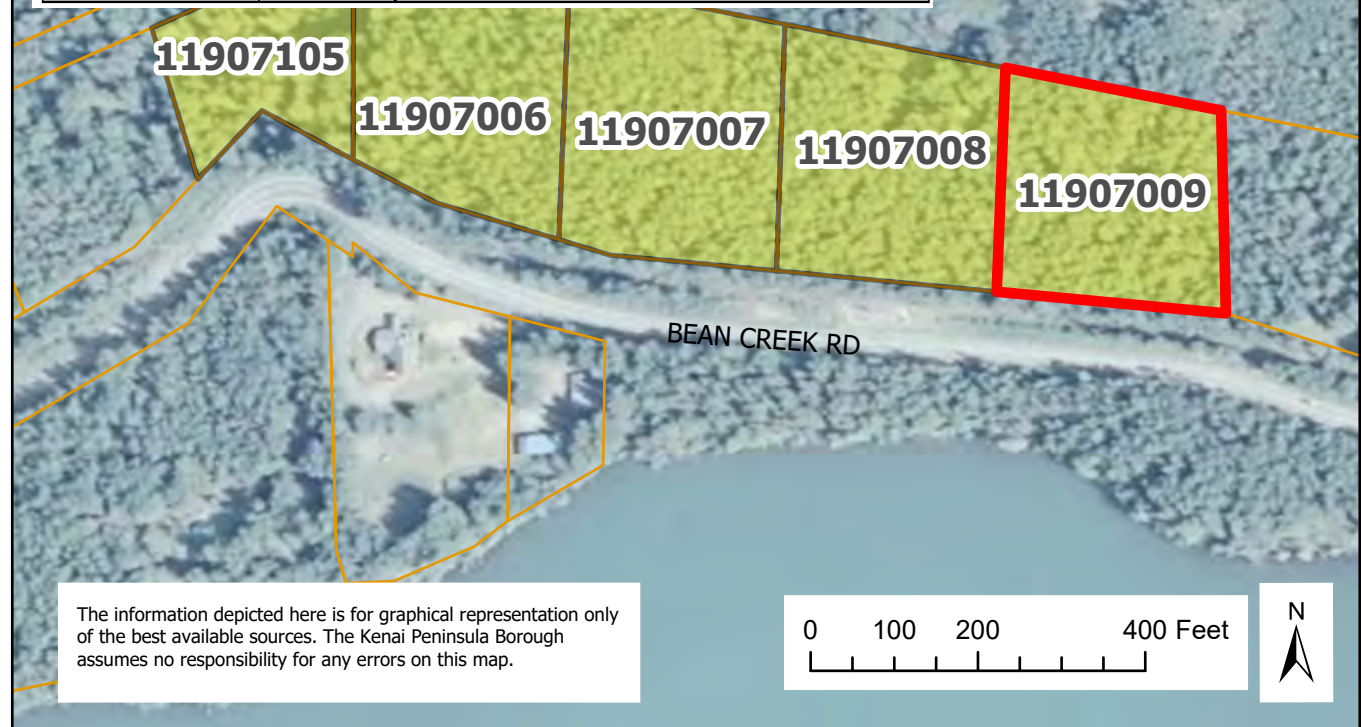


Minimum Bid
TBD

Acres: 1.54 +/-

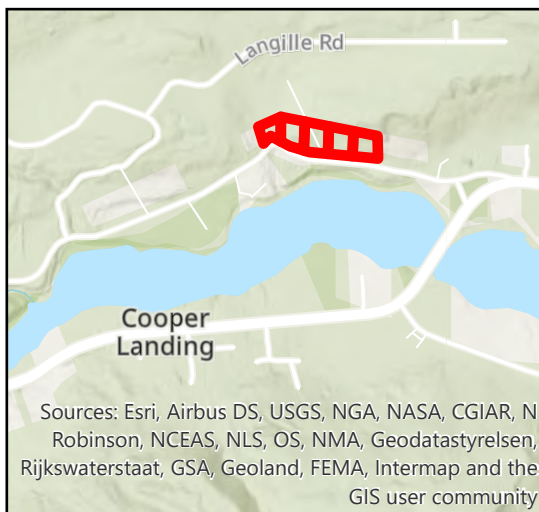


Parcel No. 119-070-09	
Location	Cooper Landing
Legal Description	Lot 20 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.
Topography	Subject property is broken with a mix of slopes and benches. Parcel is timbered with a mix of spruce and birch.
Special Features	View parcel North of the Kenai River in the Cooper Landing area. Lots have a Southern exposure and with proper clearing will provide mountain and Kenai River views. Close proximity to local public recreation access.
Disclosures	Sale of said parcel will be subject to final review and approval by both buyer and seller of completed Record of Survey. Subject to utility easement across southern boundary.
Access	Potential access may be obtained by Sterling Highway to Bean Creek Road. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is in the area.

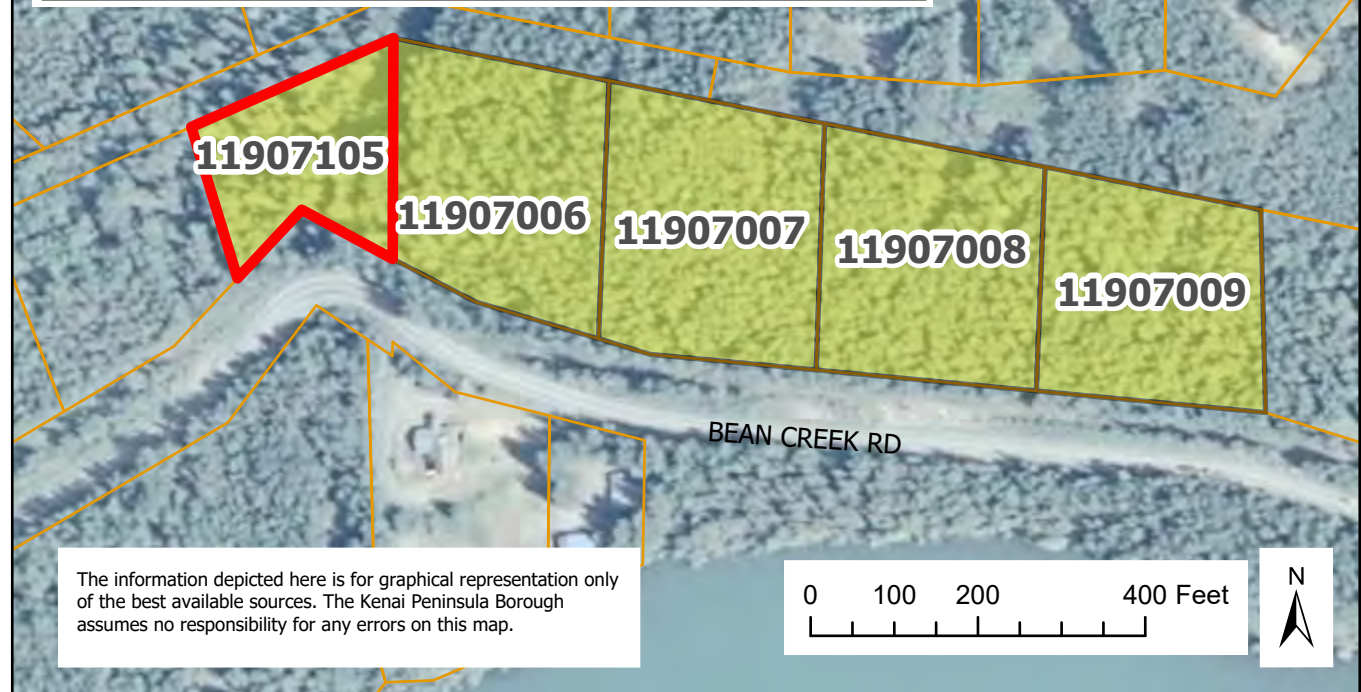


Minimum Bid
TBD

Acres: 0.98 +/-

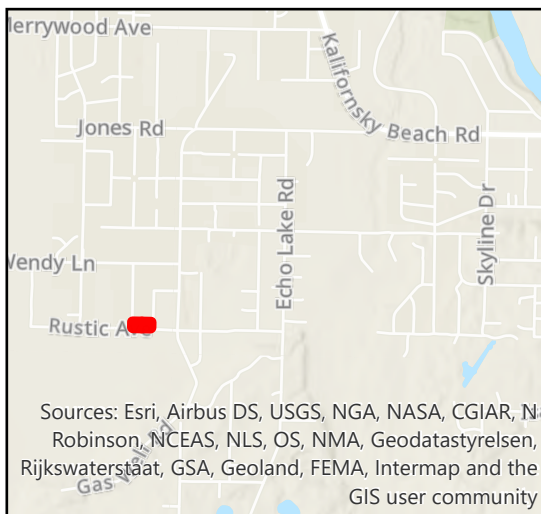


Parcel No. 119-071-05	
Location	Cooper Landing
Legal Description	Lot 16A of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.
Topography	Subject property is broken with a mix of slopes and benches. Parcel is timbered with spruce and birch.
Special Features	View parcel North of the Kenai River in the Cooper Landing area. Lots have a Southern exposure and with proper clearing will provide mountain and Kenai River views. A small creek flows through property. Close proximity to local public recreation access sites.
Disclosures	Sale of said parcel will be subject to final review and approval by both buyer and seller of completed Record of Survey. Subject to recorded easement for water use from creek. Subject to utility easement across southern boundary.
Access	Potential access may be obtained by Sterling Highway to Bean Creek Road. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is in the area.

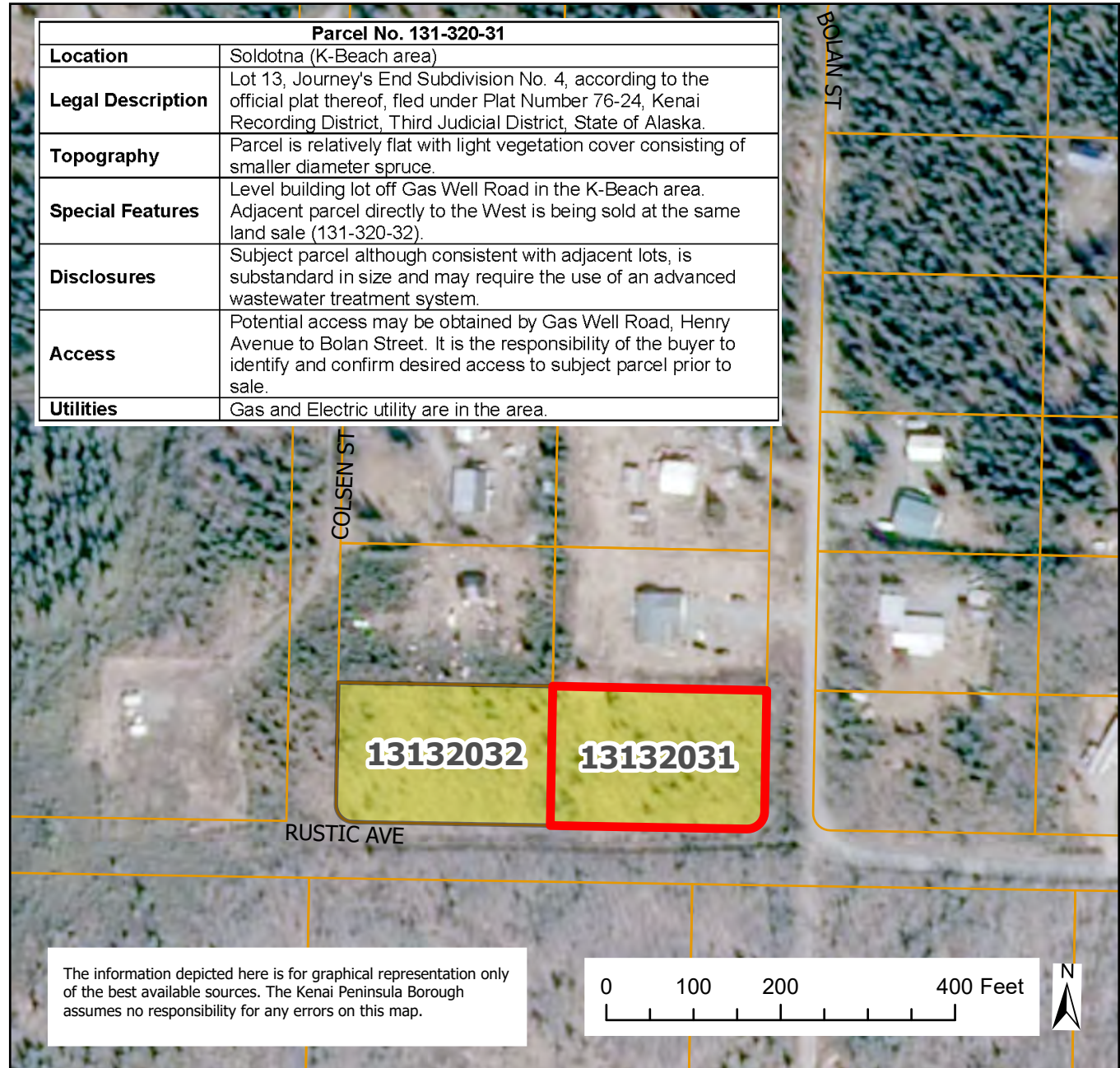


Minimum Bid
TBD

Acres: 0.9 +/-

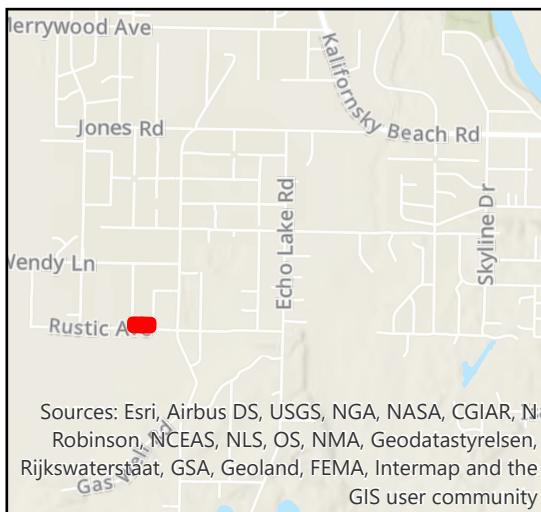


Parcel No. 131-320-31	
Location	Soldotna (K-Beach area)
Legal Description	Lot 13, Journey's End Subdivision No. 4, according to the official plat thereof, filed under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.
Topography	Parcel is relatively flat with light vegetation cover consisting of smaller diameter spruce.
Special Features	Level building lot off Gas Well Road in the K-Beach area. Adjacent parcel directly to the West is being sold at the same land sale (131-320-32).
Disclosures	Subject parcel although consistent with adjacent lots, is substandard in size and may require the use of an advanced wastewater treatment system.
Access	Potential access may be obtained by Gas Well Road, Henry Avenue to Bolan Street. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Gas and Electric utility are in the area.

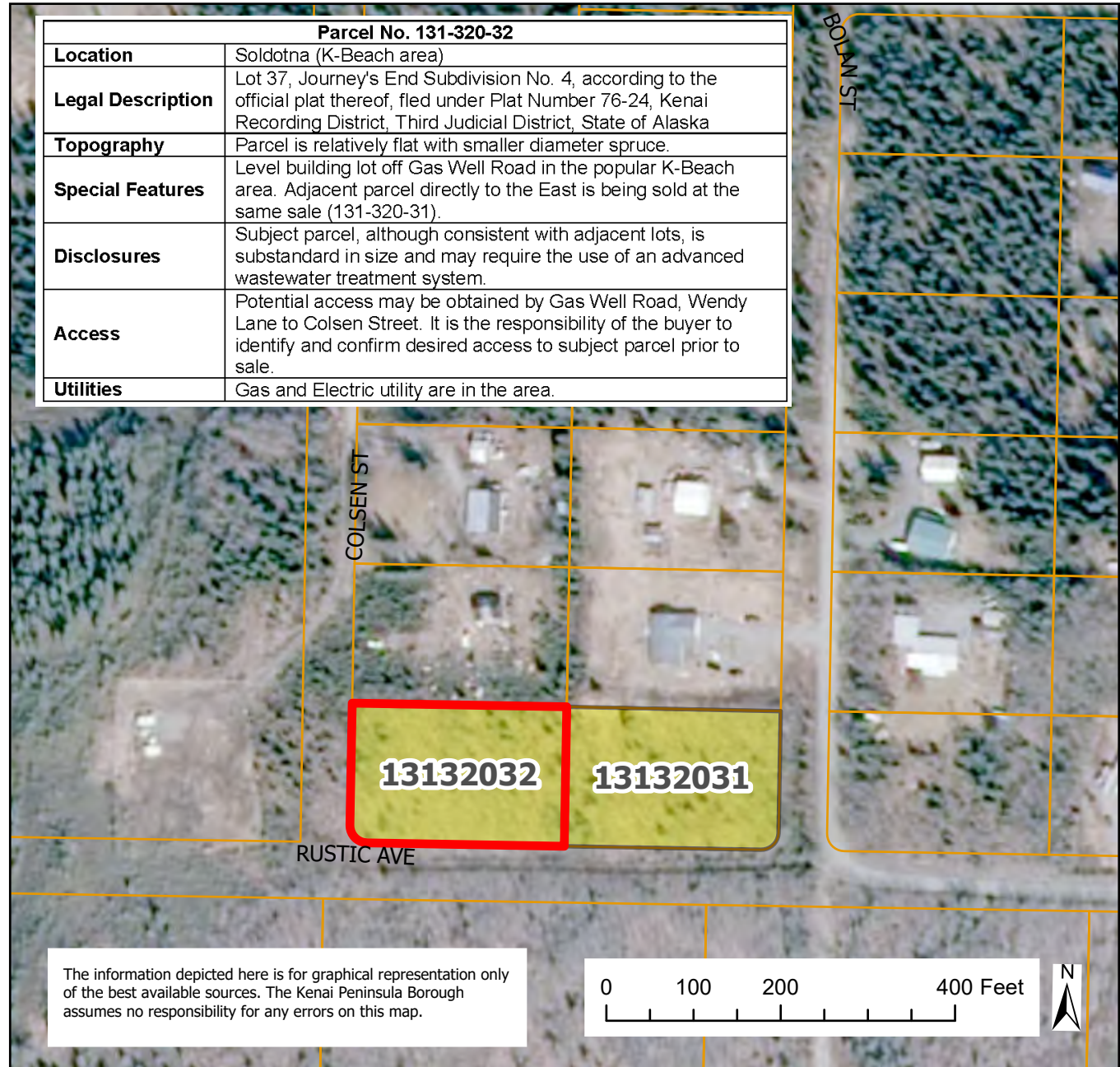


Minimum Bid
TBD

Acres: 0.9 +/-



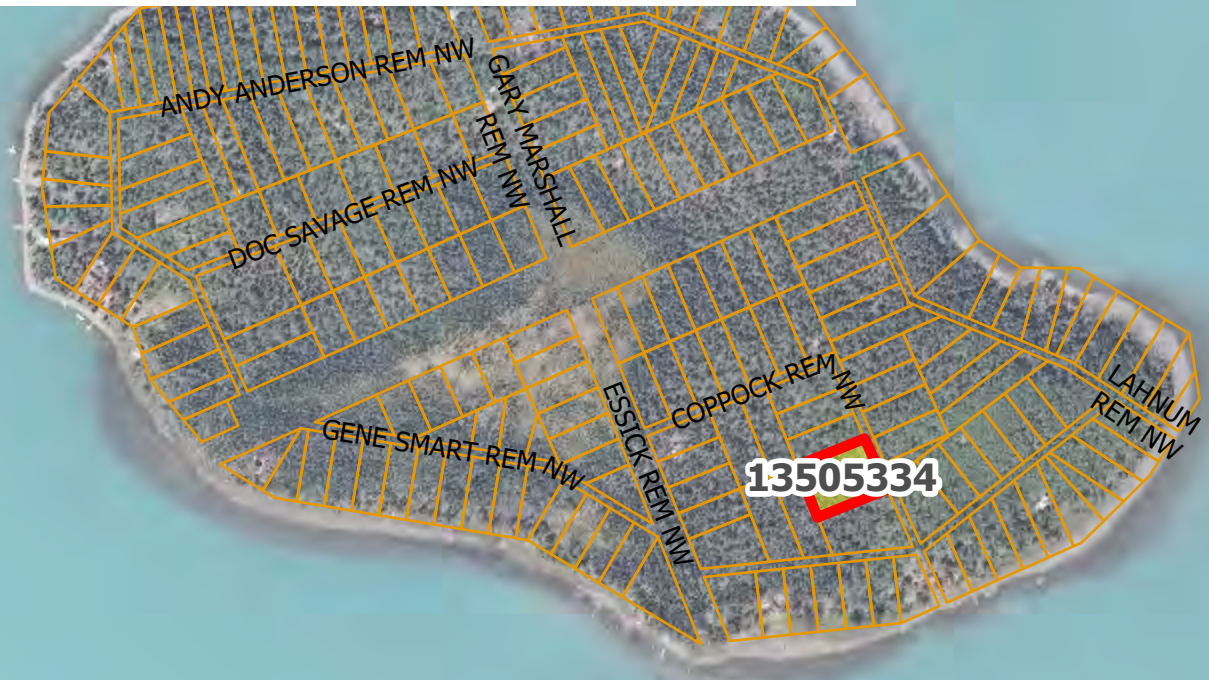
Parcel No. 131-320-32	
Location	Soldotna (K-Beach area)
Legal Description	Lot 37, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska
Topography	Parcel is relatively flat with smaller diameter spruce.
Special Features	Level building lot off Gas Well Road in the popular K-Beach area. Adjacent parcel directly to the East is being sold at the same sale (131-320-31).
Disclosures	Subject parcel, although consistent with adjacent lots, is substandard in size and may require the use of an advanced wastewater treatment system.
Access	Potential access may be obtained by Gas Well Road, Wendy Lane to Colsen Street. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Gas and Electric utility are in the area.



Minimum Bid
TBD

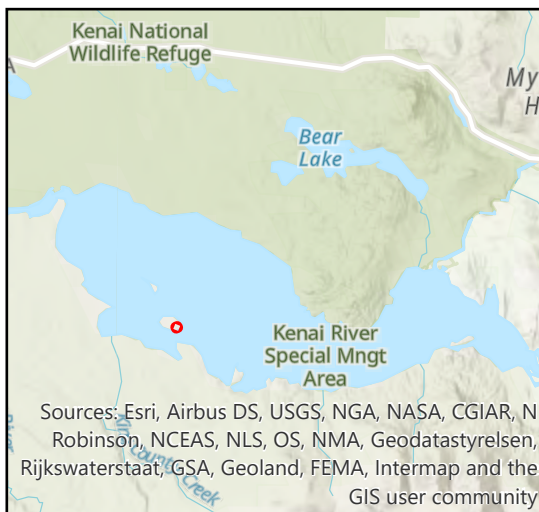
Acres: 1.2 +/-

Parcel No. 135-053-34	
Location	Caribou Island (Skilak Lake)
Legal Description	Lot 4A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska
Topography	Parcel is mostly level with a mixed timber stand of Spruce and Birch.
Special Features	Remote, larger acreage interior Caribou Island lot located on Skilak Lake.
Disclosures	Remote property. It is buyers responsibility to conduct adequate due diligence prior to the sale.
Access	Remote. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	No utilities available



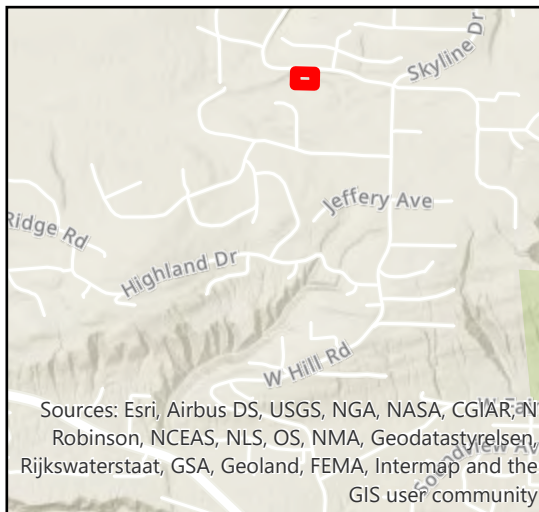
The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

0 330 660 1,320 Feet



Minimum Bid
TBD

Acres: 2.05 +/-



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

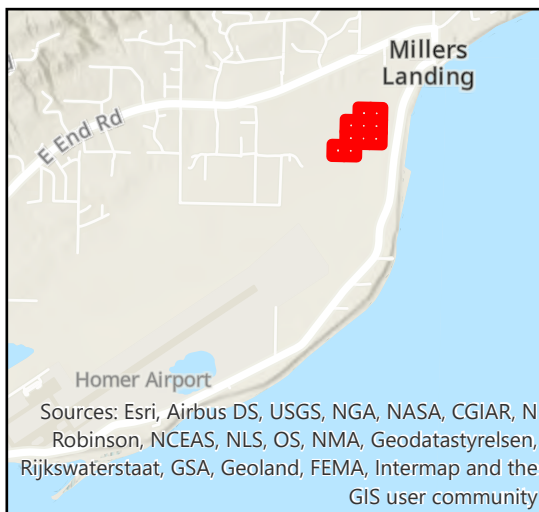
Parcel No. 173-040-14	
Location	Homer
Legal Description	Government Lot 18, excepting therefrom Diamond Ridge Road, within Section 12, Township 6 South, Range 14 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.
Topography	Property is composed of uneven and broken terrain with a steep ravine along the entire North boundary of property.
Special Features	Subject property abuts Diamond Ridge Road to the North and is located in an area with similar sized lots. With proper site preparation, a potential view is possible from the highest elevation of lot located along the South boundary.
Disclosures	Steep ravine exists on the North side of subject property just off of Diamond Ridge Road.
Access	Property appears to be difficult to access. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Gas and electric utilities are in the area.



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

Minimum Bid
TBD

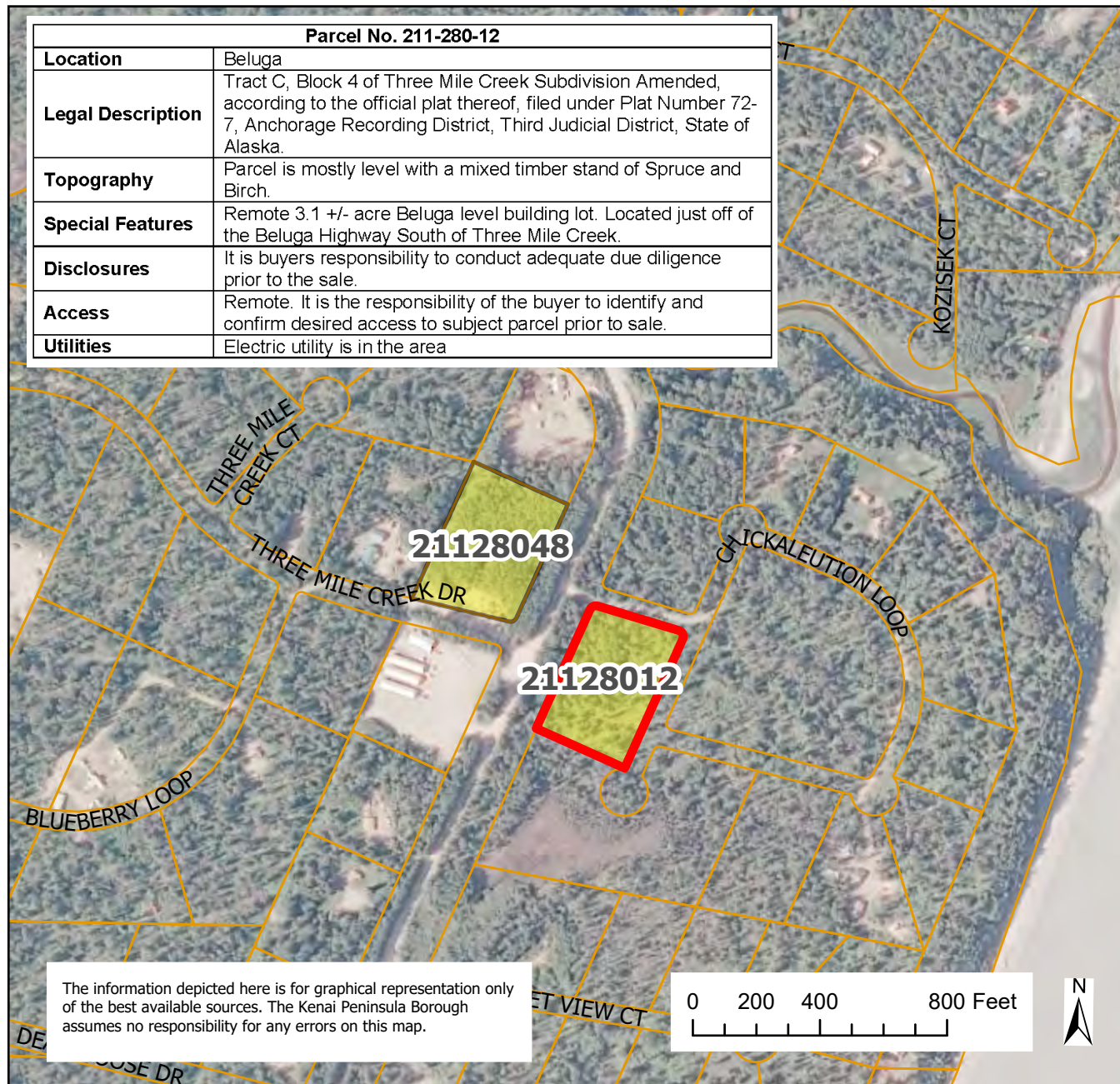
Acres: 2.5 +/- Each



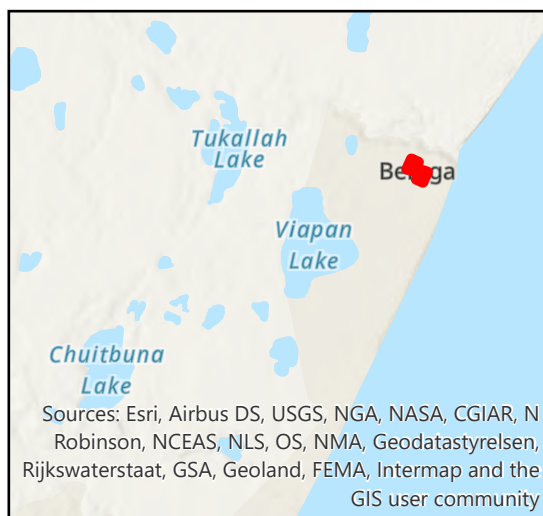
Minimum Bid
TBD

Acres: 3.14 +/-

Parcel No. 211-280-12	
Location	Beluga
Legal Description	Tract C, Block 4 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.
Topography	Parcel is mostly level with a mixed timber stand of Spruce and Birch.
Special Features	Remote 3.1 +/- acre Beluga level building lot. Located just off of the Beluga Highway South of Three Mile Creek.
Disclosures	It is buyers responsibility to conduct adequate due diligence prior to the sale.
Access	Remote. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is in the area



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

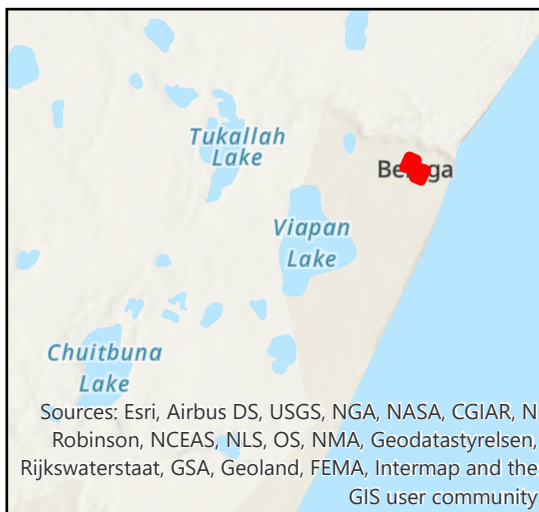
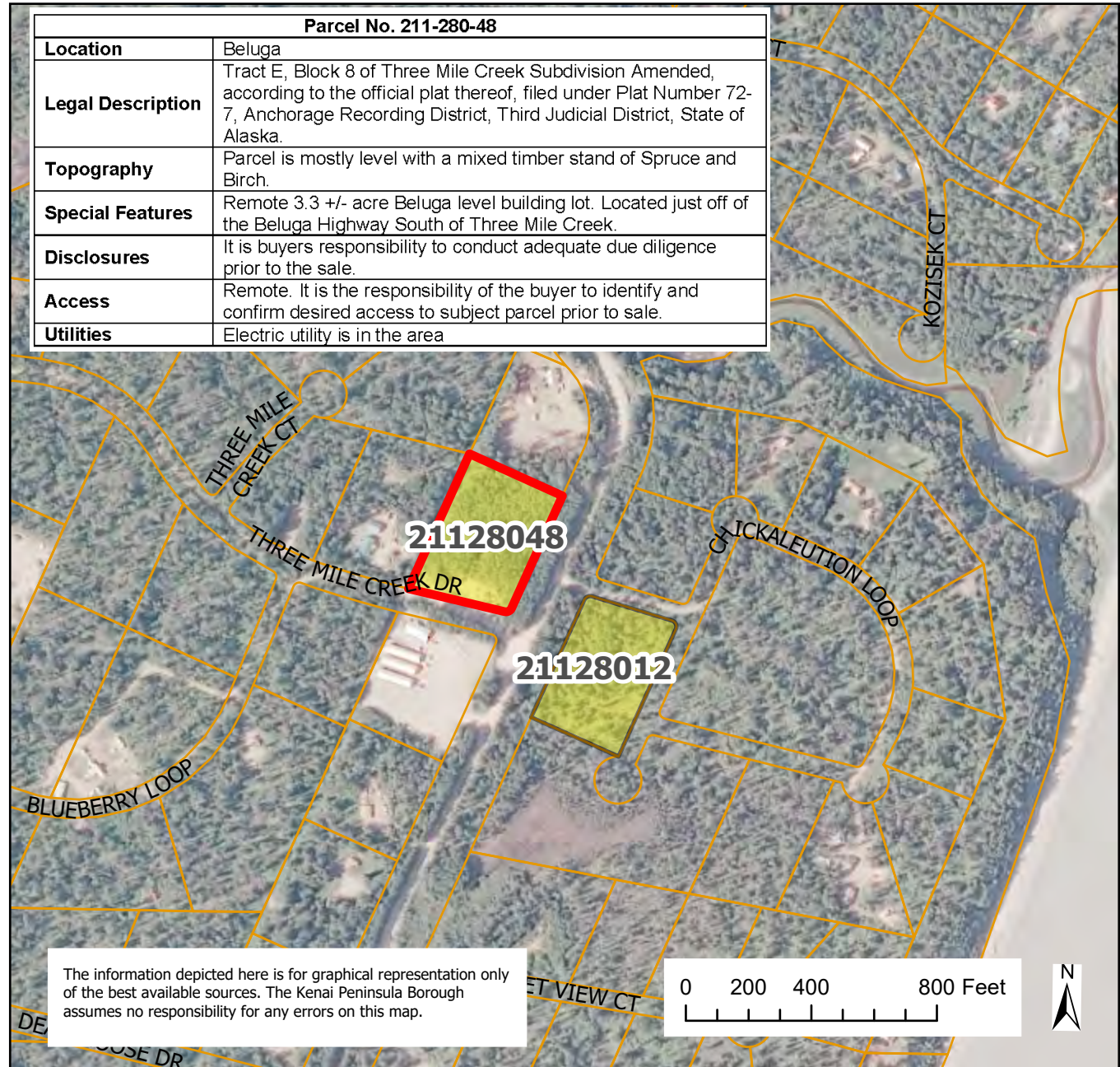


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Minimum Bid
TBD

Acres: 3.3 +/-

Parcel No. 211-280-48	
Location	Beluga
Legal Description	Tract E, Block 8 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.
Topography	Parcel is mostly level with a mixed timber stand of Spruce and Birch.
Special Features	Remote 3.3 +/- acre Beluga level building lot. Located just off of the Beluga Highway South of Three Mile Creek.
Disclosures	It is buyers responsibility to conduct adequate due diligence prior to the sale.
Access	Remote. It is the responsibility of the buyer to identify and confirm desired access to subject parcel prior to sale.
Utilities	Electric utility is in the area



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Patricia Cue
PO Box 745
Homer, AK 99603

KPB Land Management Division
144 N. Binkley St.
Soldotna, AK 99669

June 23, 2021

This letter is regarding the proposed classification and sale of Parcel No. 173-040-14. I received notification that this parcel is being considered for “Rural” classification and that the property is going to be sold. My residence is 64264 Mineral Drive which is located within a half mile of the property.

I oppose classifying the property as “Rural.” The “Rural” classification is defined as “lands located in a remote area. This classification will have no restrictions.” This area is not remote. There are at least two subdivisions surrounding this property. There is a state maintained road “Diamond Ridge” located beside the property. Diamond Ridge Road is an important transportation artery into and out of Homer.

I have lived here for almost twenty years and have observed the increased importance of Diamond Ridge Road especially during periods of disaster. For example, during tsunami warnings, there have been times when portions of the Sterling Highway were not accessible. Consequently, people traveled up to Diamond Ridge Road to vacate the lower areas around Homer. Also, Kachemak Emergency Services Area (KESA) has a station located on Diamond Ridge Road. Many of the volunteers live close to Homer and must have access to the station and its equipment in order to respond to disasters. Also, should the Sterling Highway be damaged, supplies coming into Homer via the road system will be impacted. The Diamond Ridge Road corridor is critical to keeping the flow of supplies available during these times.

This particular 2.05 acre parcel is located within the Diamond Creek Watershed. The terrain is steep and vulnerable to erosion. Should this property be developed, there is the likelihood of increased erosion and the potential for Diamond Ridge Road to be damaged and inaccessible. The integrity of Diamond Ridge Road must be maintained for the reasons mentioned above.

I support the classification of “Preservation” as this parcel is integral to the Diamond Creek Watershed and Diamond Ridge Road. Thoughtful preservation of this parcel will help to stabilize the road and maintain the natural surroundings of the area. This parcel is already at increased risk of erosion and further compromise will only make the situation more dangerous.

Thank you for your attention to this matter.

Patricia Cue

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.

Brent Hibbert, Assembly President

ATTEST:

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

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

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH gm CP*

FROM: Brandi Harbaugh, Finance Director *BA*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Request that the Assembly Remove Ord. 2020-19-07, Ord. 2020-19-08, and Ord. 2020-19-09 from the table to be heard at their Regular Scheduled Meeting of July 6, 2021.

Due to the three refunding bond sales being completed on June 16, 2021, the administration requests that the appropriating ordinances be removed from the table to be heard at the Assembly's regularly scheduled meeting of July 6, 2021 so bond counsel can be paid for services rendered over the past year in a timely manner.

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *Blt for CP*

FROM: Brandi Harbaugh, Finance Director *Blt*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

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 (Mayor)

Due to delays, a change in the tax status of a bond transaction and preparation of superseding resolutions, the Borough has agreed to increase the original fee to bond counsel to \$8,100 including estimated out of pocket costs.

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend Section 1, as follows:

SECTION 1. That 2013 refinanced Bear Creek Fire Service Area bond proceeds in the amount of up to ~~[\$6,860]~~ **\$8,100** 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 4. ~~[This ordinance takes effect immediately upon its enactment]~~ **This ordinance is effective retroactively on June 30, 2021.**

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>442.00000.21BND.39010</u>
Amount:	<u>\$8,100</u>
By: <i>PP</i>	Date: <u>6/24/2021</u>

Kenai Peninsula Borough

Finance Department

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)

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

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)

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.

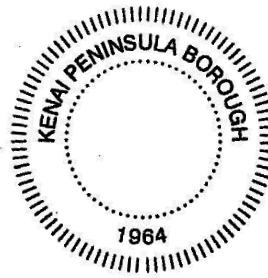


Kelly Cooper, Assembly President

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.

Mike Navarre, Mayor

ATTEST:

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.

Brent Hibbert, Assembly President

ATTEST:

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

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)

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

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH sm CP*

FROM: Brandi Harbaugh, Finance Director *BA*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Request that the Assembly Remove Ord. 2020-19-07, Ord. 2020-19-08, and Ord. 2020-19-09 from the table to be heard at their Regular Scheduled Meeting of July 6, 2021.

Due to the three refunding bond sales being completed on June 16, 2021, the administration requests that the appropriating ordinances be removed from the table to be heard at the Assembly's regularly scheduled meeting of July 6, 2021 so bond counsel can be paid for services rendered over the past year in a timely manner.

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH for CP*

FROM: Brandi Harbaugh, Finance Director *BH*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Amendment to Ordinance 2020-19-08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

Due to delays, a change in the tax status of a bond transaction and preparation of superseding resolutions, the Borough has agreed to increase the original fee to bond counsel to \$8,100 including estimated out of pocket costs.

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend Section 1, as follows:

SECTION 1. That 2013 refinanced school bond proceeds in the amount of up to [~~\$6,860.00~~] **\$8,100** are appropriated to the School Bond Capital Project Fund, account number 401.78050.21BND.49999 to pay costs related to the issuance.

SECTION 4. [~~This ordinance takes effect immediately upon its enactment~~]
This ordinance is effective retroactively on June 30, 2021.

**FINANCE DEPARTMENT
ACCOUNT / FUNDS VERIFIED**

Acct. No. 401.00000.21BND.39010

Amount: \$8,100

By: *PP* Date: 6/24/2021

Your consideration is appreciated.

Kenai Peninsula Borough

Finance Department

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)

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

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)

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>
-------------	-----------------------------	--------------------------

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:

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.

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:	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.

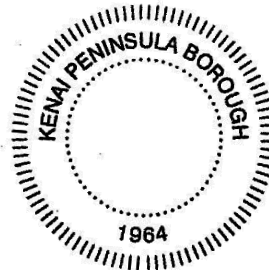
SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption.

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.

Brent Hibbert, Assembly President

ATTEST:

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

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)

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.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
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

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH sm CP*

FROM: Brandi Harbaugh, Finance Director *BA*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Request that the Assembly Remove Ord. 2020-19-07, Ord. 2020-19-08, and Ord. 2020-19-09 from the table to be heard at their Regular Scheduled Meeting of July 6, 2021.

Due to the three refunding bond sales being completed on June 16, 2021, the administration requests that the appropriating ordinances be removed from the table to be heard at the Assembly's regularly scheduled meeting of July 6, 2021 so bond counsel can be paid for services rendered over the past year in a timely manner.

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH for CP*

FROM: Brandi Harbaugh, Finance Director *BH*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Amendment to Ordinance 2020-19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

Due to delays, a change in the tax status of a bond transaction and preparation of superseding resolutions, the Borough has agreed to increase bond counsel's original fee to \$12,300 including estimated out of pocket costs.

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend Section 1, as follows:

SECTION 1. That 2011 refinanced hospital bond proceeds in the amount of up to [~~\$6,860.00~~] **\$12,300** are appropriated to the Central Peninsula Hospital Capital Project Fund, account number 490.81110.21BND.49999 to pay costs related to the issuance.

SECTION 4. [~~This ordinance takes effect immediately upon its enactment~~] **This ordinance is effective retroactively on June 30, 2021.**

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>490.00000.21BND.39010</u>
Amount:	<u>\$12,300.00</u>
By: <u>PP</u>	Date: <u>6/24/2021</u>

Kenai Peninsula Borough

Finance Department

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)

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

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)

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>
-------------	-----------------------------	--------------------------

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.

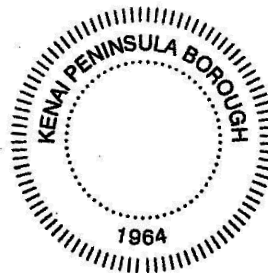
SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption.

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

Introduced by:	Mayor
Date:	06/15/21
Action:	Postponed to 07/06/21
Vote:	8 Yes, 0 No, 1 Absent
Date:	07/06/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-048**

**A RESOLUTION APPROVING AN UPDATED MANAGEMENT AGREEMENT FOR
THE SEA OTTER COMMUNITY CENTER ON BEHALF OF THE SELDOVIA
RECREATIONAL SERVICE AREA**

- WHEREAS,** the Seldovia Recreational Service Area (“SRSA”) was formed pursuant to Kenai Peninsula Borough (“Borough”) Ordinance 2011-28 and voter approval in the October 2011 regular election; and
- WHEREAS,** the SRSA provides for the furnishing of recreational services within the service area that are based out of, and utilize the Sea Otter Community Center (“SOCC”), and other facilities as may be authorized by the Borough Assembly, and additional recreational services as are recommended by the service area board and established by the assembly through the budget process; and
- WHEREAS,** services to be provided may include but not be limited to senior citizen and youth programs, musical instruction and practice, accommodation of visiting schools on field trips, facility rental for organizations and individuals for meetings and celebrations, adult education, nature education and outdoor activities, and that the services shall be different from those provided by the City of Seldovia (“City”); and
- WHEREAS,** effective July 1, 2016 through July 1, 2021 the Borough entered into a contract with the City to manage the SOCC, including scheduling events, assessing fees consistent with the Borough fee schedule, ensuring the SOCC is prepared for events and other activities associated with managing the facility for the SRSA; and
- WHEREAS,** the Borough and City have been discussing and negotiating updates to the agreement including clarification of services to be provided by the City, the City personnel needed to meet the SRSA’s needs and the amount to be paid for those services, consistent means of communications between the City and the SRSA, and other potential options for services to be provided by the City for SRSA subject to approval; and

WHEREAS, the City and Borough staff involved in the discussions have agreed upon the accompanying agreement subject to approval by the City Council and Borough Assembly after considering the recommendations of the SRSA Board; and

WHEREAS, at its regularly scheduled meeting held on June 14, 2021, the borough Planning Commission recommended approval by unanimous consent; and

WHEREAS, at its meeting of June 14, 2021 the Seldovia City Council considered this Agreement and recommended _____; and

WHEREAS, at its meeting of _____ the SRSA Service Area Board considered this Agreement and recommended _____;

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

SECTION 1. That the Kenai Peninsula Borough Assembly approves the accompanying Management Agreement for the Sea Otter Community Center on behalf of the Seldovia Recreational Service Area and authorizes the Mayor to execute an agreement substantially in the form of this agreement.

SECTION 2. This resolution shall become effective immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF JUNE, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Johnson, Hibbert

No: None

Absent: Elam

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Melanie Aeschliman, Planning Director *MA*
Marcus Mueller, Land Management Officer *mm*

FROM: Colette Thompson, Borough Attorney *CT*
Brandi Harbaugh, Finance Director *BH*

DATE: June 3, 2021

RE: Resolution 2021-048, Approving an Updated Management Agreement for the Sea Otter Community Center on Behalf of the Seldovia Recreational Service Area (Mayor)

The Seldovia Recreational Service Area ("SRSA") provides for the furnishing of recreational services in the service area that are based out of, and use, the Sea Otter Community Center, and other facilities as may be authorized by the assembly.

The City of Seldovia and Borough entered an agreement effective July 1, 2016 for the City to operate the Sea Otter Community Center. This included employing a facility coordinator, providing janitorial services, and providing associated services.

That agreement expires on July 1, 2021. This resolution would approve a new agreement which provides for improved communications between the Borough, the SRSA and the City, better clarifies the billing and reporting by each party, and also further clarifies recreational services that may be provided. Additionally, this authorizes the City, under a separate agreement with the Borough, to use the Sea Otter Community Center for an incident command center if needed in the event of a disaster, and to pay associated costs for that usage.

Your consideration of this resolution is appreciated.


FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>227.61210.00000.43011</u>
Amount:	<u>\$37,000</u>
By: <u>PP</u>	Date: <u>6/3/2021</u>

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk

FROM: Michele Turner, Deputy Borough Clerk 

DATE: June 16, 2021

RE: Resolution 2021-048: Approving an Updated Management Agreement for the Sea Otter Community Center on Behalf of the Seldovia Recreational Service Area (Mayor)

Per KPB 22.40.050(F), the borough clerk, or the clerk's designee in his or her absence, has the authority to revise pending resolutions and ordinances prior to assembly action, by filling in any blanks in the legislation stating advisory board recommendations made concerning the legislation. This serves as our memorandum to advise the assembly of same.

Conforming to the advisory board's actions, the seventh Whereas clause has been updated to read:

"WHEREAS, the Planning Commission at its regularly scheduled meeting of June 14, 2021, recommended approval by unanimous consent; and"

Thank you.

Turner, Michele

From: Shirnberg, Ann
Sent: Tuesday, June 15, 2021 6:16 AM
To: Turner, Michele; Broyles, Randi
Subject: Planning Commission 06-14-21 Resolution Recommendations

Importance: High

Good Morning,

The following resolutions were recommended for approval at the 6-14-21 Planning Commission meeting:

- Resolution 2021-044 passed by unanimous vote.
- Resolution 2021-045 passed by unanimous vote.
- Resolution 2021-046 passed by majority vote (7-Yes, 4-No)
- Resolution 2021-048 passed by unanimous vote.

Thank You,

Ann Shirnberg
Administrative Assistant
Planning Department
(907) 714-2215

KENAI PENINSULA BOROUGH
144 North Binkley Street
Soldotna, Alaska 99669






PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

Kenai Peninsula Borough
Legal Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 

FROM: Colette Thompson, Borough Attorney 
Brandi Harbaugh, Finance Director 

DATE: June 15, 2021

RE: Resolution 2021-048, Approving an Updated Management Agreement
for the Sea Otter Community Center on Behalf of the Seldovia
Recreational Service Area (Mayor)

The administration requests that this resolution be postponed to the July 6, 2021 meeting as the parties have not yet agreed on all of the terms and conditions in the proposed agreement.

Your consideration of this amendment is appreciated.

**MANAGEMENT AGREEMENT
FOR THE
SEA OTTER COMMUNITY CENTER**

1. Parties. The parties to this agreement are the Kenai Peninsula Borough (KPB) on behalf of the Seldovia Recreational Service Area (SRSA) and the City of Seldovia (SELDOVIA).
2. Purpose. The purpose of this management agreement is to contract with SELDOVIA to manage the facility known as the Sea Otter Community Center (SOCC), which is owned by the Kenai Peninsula Borough and located on the Susan B. English School campus at Tract 3B Fleming Giles Estates No 2, Plat No 96-01, Seldovia Recording District, Third Judicial District, State of Alaska. SELDOVIA will employ a facility coordinator, community recreation assistant, and janitor for this purpose, and also provide custodial services for the SOCC.
3. Allowed Activities. The coordinator employed by SELDOVIA shall manage the SOCC to provide the services which are authorized by the SRSA plan adopted by the KPB assembly on June 3, 2014, approved by the coordinator and take place at the SOCC and the Susan B. English school campus. Off campus recreational activities conducted by the SRSA are not subject to this management agreement. The SRSA and City of Seldovia may arrange a separate agreement to address off campus recreational activities subject to advance assembly approval of the use of any additional facilities, and also that any such additional recreational services are recommended by the service area board and established by the assembly through the budget process as provided in KPB 16.55.090. This shall not preclude the SRSA from contracting with other organizations to provide for off campus recreational activities by separate agreement in accordance with borough procurement processes and subject to compliance with the above restrictions.
4. Term. This management agreement is valid from July 1, 2021, to June 30, 2026.
5. Consideration. The KPB shall pay SELDOVIA on the 15th day of each month for the services SELDOVIA provided in the preceding month under this agreement beginning the month the agreement is fully executed. Services include the full cost of the employees as it relates to services provided for the SOCC. An administration fee equivalent to 3 percent of the monthly bill may be charged by the City and included in the monthly billing. The total amount of the agreement shall not exceed \$37,000 for FY2022; this total covers the 3 percent admin fee and associated personnel expenses. The total amount of the agreement for FY2023, FY2024, FY2025 and FY2026 shall not exceed the amount budgeted and appropriated by the KPB Assembly for contractual services for the SOCC for each fiscal year. The parties will enter an amendment to this agreement setting forth the contractual amount for each fiscal year covered by this agreement.
6. Keys. KPB will provide SELDOVIA with keys to the SOCC. SELDOVIA agrees that no duplication of keys will be made without the express written permission of the KPB. SELDOVIA will return all keys that KPB issued and all duplicate keys at the conclusion of the term of this management agreement. When the SOCC is not in use for activities authorized by this management agreement the facility shall be locked.

7. SELDOVIA's Obligations.

- A. To keep the SOCC in a clean, neat, and safe condition.
- B. To properly dispose of all rubbish, garbage, and waste in a clean and sanitary manner in reasonable and regular intervals.
- C. To refrain from engaging in any activity which could result in civil liability to KPB.
- D. Schedule events and ensure that all parties running events sign the most recent facility use agreement approved by the borough.
- E. Assess and collect fees for use consistent with KPB 1.26.020(C) and the fee schedule approved pursuant to KPB Chapter 1.26.
- F. Ensure events conducted at the facility are within the allowed activities set forth in Section 3 of this management agreement.
- G. Make the appropriate preparations for uses of the facility.
- H. Ensure proper oversight is available for each use with a designated responsible party.
- I. Prepare and deliver a monthly report to the SRSA board regarding uses of the facility and financial reports including all revenues and expense, and shall also provide this report to the Borough Finance Director on a monthly basis.
- J. Comply with and ensure full compliance with all applicable local, state and federal laws and regulations, including without limitation labor laws, governing SELDOVIA's operations, programs, services, facilities and equipment. SELDOVIA shall refrain from use or allowing use of the premises in any manner inconsistent with said laws, the SRSA plan and policy manual, or this agreement.
- K. Immediately notify the KPB of any lawsuits or claims pending or filed against SELDOVIA relating to SELDOVIA's services pursuant to this agreement. Immediately notify the KPB of any injuries occurring during programs operated by SELDOVIA and of any damages to KPB equipment or property.
- L. Provide monthly invoice with supporting documentation, to include employee hours by position and dollars associated to each, on or before 30 days after each month end.
- M. Comply with all Borough Finance and Purchasing Departments' code requirements, policies and procedures including but not limited to procurement, cash management, petty cash, accounts receivable and vendor payments.

N. Maintain and conduct an annual inventory of the equipment, software, and other personal property in the facility and provide copies to the SRSA Board and borough Finance Department.

O. Promptly notify the KPB of maintenance, repair, and facility concerns.

8. KPB's Obligations.

- A. KPB shall provide SELDOVIA occupancy of the subject property during the agreement term for the purposes set forth in this agreement. Additionally, SELDOVIA shall negotiate with the KPB through a separate facility use agreement, if it wishes to use of the SOCC as an incident command center for the City. The City shall be responsible for any costs associated with that use.
- B. KPB will maintain and repair the roof, exterior walls, and foundation.
- C. KPB shall pay consideration for SELDOVIA's employment of a facility coordinator, community recreation assistant, and janitor as set forth in section 5 of this agreement.

9. School Rules. It is understood that the SOCC is located on the campus of the Susan B. English KPBSD kindergarten through 12th grade school. As such, the following rules must be observed in accord with KPBSD school board policy:

- A. To provide competent adult supervision.
- B. Smoking is prohibited.
- C. Alcoholic beverages and illegal or illicit drugs are not permitted in school facilities or on school property at any time.
- D. Obscenity is prohibited.
- E. Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b) (17) and (26), are not permitted in school facilities or on school property.
- F. Installation of equipment, alteration of existing building facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval from KPB.
- G. Advertising or sales of merchandise and printed matter, except that incidental to school or service area programs, is prohibited on school grounds.

10. Repairs and Improvements.

- A. No alterations to the subject property shall be made by SELDOVIA.
- B. Routine Repair and Maintenance and Supplies. KPB shall supply the ordinary maintenance and repair of SOCC and equipment and replacement of supplies that are normally performed on a day-to-day, periodic, or routine basis in order keep the facility and equipment in good, clean, efficient and safe condition including

but not limited to paying electric, fuel oil, water, telephone, cleaning, pest control, and waste removal expenses. KPB shall purchase all materials and supplies necessary to carry on the day-to-day operation of the SOCC and provide the services authorized by this management agreement. SELDOVIA shall provide custodial services as follows:

Up to eight hours per week including interior cleaning such as vacuuming, mopping, garbage disposal and similar tasks, and basic maintenance such as changing light bulbs and programming thermostats and similar tasks.

11. Relationship of the Parties. The services to be rendered under this agreement are those of an independent contractor. SELDOVIA will not at any time directly or indirectly act as an agent, servant or employee of the KPB or make any commitments or incur any liabilities on behalf of the Borough without the KPB's express consent. The KPB, its administration, and the SRSA shall not supervise or direct SELDOVIA except as set forth in this agreement. During the period in which the contract is amended on an annual basis as detailed in section 5, the City Manager will annually meet with SRSA to request feedback on the services provided within the past fiscal year specifically regarding any areas that stood out as successful and any areas in need of improvement.

12. Liability. SELDOVIA shall be liable for damage to any KPB owned property resulting from its management and occupancy of the SOCC. Such damages shall be restored, repaired or replaced by SELDOVIA at SELDOVIA's sole expense; failure to repair damages subjects SELDOVIA to all available remedies KPB has at law or equity. The election of one remedy will not prohibit KPB from pursuing any and all of the available remedies.

13. Insurance. KPB shall maintain insurance on the building as respects to physical damage, except that if SELDOVIA has caused said damage SELDOVIA's General Liability insurance will respond.

SELDOVIA shall purchase at its own expense and maintain in force at all times during the term of this permit the following insurance policies:

Commercial General Liability Policy to include bodily injury, personal injury, and property damage with respect to the property and the ACTIVITIES conducted by SELDOVIA in which the coverage shall not be less than \$1,000,000.00 per occurrence and if Seldovia carries higher limits then those limits apply. The policy purchased shall name KPB as an additional insured with respect to the ACTIVITIES conducted on the property and a waiver of subrogation. SELDOVIA shall notify KPB with thirty (30) days or more advanced written notice of any pending cancellation or change in coverage.

Workers' compensation insurance coverage as required by Alaska law with statutory limits and employer liability limits of \$1,000,000 and contain a waiver of subrogation in favor of KPB. Proof of such coverage shall be provided to the SRSA and KPB upon execution of this agreement and otherwise immediately upon request.

Proof of Insurance: SELDOVIA shall deliver to KPB certificates of insurance showing coverage in place as required. This insurance shall be primary and exclusive of any other insurance held by KPB. Failure to provide insurance as required by this section, or a lapse in coverage, is a material breach entitling KPB to terminate this agreement. Upon renewal of insurance coverage during the contract, certificates of insurance shall be delivered to the KPB's address shown herein.

14. Mutual Defense and Indemnification. To the extent allowed by law SELDOVIA shall indemnify, defend and hold the KPB harmless from and against any and all claims, demands, suits or liability of any nature, kind or character whatsoever under this agreement, including costs, expenses and attorneys' fees, resulting from negligent acts, errors, or omissions of SELDOVIA or SELDOVIA's officers, agents, employees, partners, contractors, and sub-consultants who are directly responsible to SELDOVIA (collectively "SELDOVIA"). SELDOVIA is not required to indemnify, defend, or hold harmless the KPB for a claim of, or liability for, independent negligent acts, errors, and omissions that are solely the KPB's.

To the extent allowed by law, KPB shall indemnify, defend and hold SELDOVIA harmless from and against any and all claims, demands, suits or liability of any nature, kind or character whatsoever under this agreement, including costs, expenses and attorneys' fees, resulting from negligent acts, errors, or omissions of KPB or KPB's officers, agents, employees, partners, contractors, and sub-consultants who are directly responsible to KPB (collectively "KPB"). KPB is not required to indemnify, defend, or hold harmless SELDOVIA for a claim of, or liability for, independent negligent acts, errors, and omissions that are solely SELDOVIA's.

15. Termination for cause.

- A. SELDOVIA's right to occupy and manage the SOCC will, at KPB's discretion and option, cease should SELDOVIA allow any of the following to occur on the subject property:
 - 1) Failure to comply with any material term of this agreement; or
 - 2) Commit waste of the property, beyond normal wear and tear and to fail to cure such waste. Waste is defined as unreasonable conduct that results in physical damage to the property or substantial diminution in the value of the property.
- B. In the event of a default, KPB shall give SELDOVIA written notice of the default and a thirty-day opportunity in which to cure. If the default is not cured by this deadline, this agreement shall terminate and KPB may immediately take possession of the subject property.
- C. If KPB violates any material provision of this agreement SELDOVIA may give written notice of the violation and of SELDOVIA's intent to terminate the agreement. If KPB fails to correct the violation within thirty days after receipt of written notice SELDOVIA may terminate the agreement.

16. Termination for convenience. Either party may terminate this agreement for convenience upon 60 days written notice to the other party.

17. Transfer. This management agreement may not be transferred or assigned by SELDOVIA without prior written approval by the KPB Mayor. The SRSA board shall have the opportunity to comment on any proposed transfer or assignment prior to the Mayor's disapproval or approval.

18. Interpretation and Enforcement. This agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

19. Severability. If any section or clause of 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.

20. Understanding. SELDOVIA acknowledges that it has read and understands the terms of this agreement, has had the opportunity to review the same with counsel of its choice, and is executing this agreement of its own free will.

21. Notices. Any notice required pertaining to the subject matter of this agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following addresses:

KENAI PENINSULA BOROUGH:

Borough Mayor
144 N. Binkley Street
Soldotna, AK 99669

CITY OF SELDOVIA:

City Manager
P.O. Drawer B
Seldovia, AK 99663

22. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the superior court for the Third Judicial District of the state of Alaska at Kenai. The law of the State of Alaska shall govern the rights and obligations of the parties.

23. Non-Waiver. The failure of the KPB at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the KPB thereafter to enforce each and every protection hereof.

24. Agreement Administration.

- A. The mayor, or his designee, will be the representative of the KPB administering this agreement.

25. **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.

CITY OF SELDOVIA

Rachel Friedlander, City Manager

ATTEST:

Heidi Geagel, City Clerk

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.

Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____day of _____, 2021, by Rachel Friedlander, City Manager of the City of Seldovia, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska

Commission Expires: _____

Introduced by: Mayor, Haggerty, Smith
Date: 07/05/11
Hearing: 08/02/11
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2011-28**

**AN ORDINANCE ESTABLISHING THE
SELDOVIA RECREATIONAL SERVICE AREA**

WHEREAS, members of the Seldovia community have been working to find a way to ensure the continued use of the building recently vacated by the Seldovia Boys and Girls Club which is located at the southern portion of the Seldovia school property and is owned by the Kenai Peninsula Borough; and

WHEREAS, the community would like to keep the building available and operational for community recreation purposes; and

WHEREAS, more than 15 percent of the eligible voters who voted in the last regular borough election and within the area comprising the proposed Seldovia recreational service area have by petition requested the establishment of a Seldovia recreational service area in the area described by the petition which includes the Seldovia voting precinct; and

WHEREAS, as required by KPB 16.04.030 the mayor submitted a report to the assembly at the June 21, 2011, assembly meeting describing the proposed Seldovia service area boundary, the need for service, the assessed value of the area for fiscal year 2011, the estimated costs of the service area, and the population; and

WHEREAS, a special committee of the assembly conducted a public hearing within the proposed recreational service area on July 7, 2011, for the purpose of considering the necessity for the proposed service area with twenty (20) persons testifying in support of the service area and zero (0) persons opposed; and

WHEREAS, due to the size and population of the area, the lack of needs for city government in much of the proposed area and certain character, resource, population, boundary, and standards for annexation to cities as described in 3 AAC 110.090 - 140 such services cannot be provided by an existing service area, by annexation to a city, or by incorporation as a city; and

WHEREAS, pursuant to AS 29.35.450, because the city of Seldovia is included in the proposed service area, either the city council must either agree by ordinance to be included in the service area, or the service area must be approved by both a majority of the voters residing in the city and a majority of the remaining voters residing in the proposed service area;

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

SECTION 1. Title 16 of the Kenai Peninsula Borough Code of Ordinances is amended by adding a new Chapter 16.55 which shall read as follows:

CHAPTER 16.55. SELDOVIA RECREATIONAL SERVICE AREA

16.55.010. Boundaries.

There is established a service area within the borough designated as the “Seldovia Recreational Service Area” in that portion of the borough described as all the following referenced to the Seward Meridian, Alaska:

A portion of the Kenai Peninsula Borough described as follows: Beginning at the mouth of the Seldovia River in Kachemak Bay; then southerly along the thread of Seldovia River to the northern shore of Seldovia Lake; then northeast along a non-visible point-to-point line extending to the headwaters of Barabara Creek; then northerly along the thread of Barabara Creek to its intersection with Barabara Creek tributary; then southeasterly along the thread of Barabara Creek tributary to its headwaters; then northeasterly along a non-visible point-to-point line extending to Gunsight Mountain; then southeasterly along the ridgeline of Gunsight Mountain to its end; then southeasterly along a non-visible point-to-point line extending to the headwaters of Windy River; then northeasterly along the thread of Windy River to its intersection with Jakolof Creek; then northwesterly along the thread of Jakolof Creek to Jakolof Bay; then westerly along the southern shoreline of Kachemak Bay to the mouth of Seldovia River; the point of beginning. (see attached map)

16.55.020. Mill levy.

No mill levy in excess of 1.0 mills shall be levied on behalf of the service area unless an increase is approved by the assembly during the budgetary process.

16.55.030. Board of directors.

There is established a board of directors for oversight of the operations of the Seldovia Recreational Service Area composed of five members who, except as provided below, shall be elected by the qualified voters of the service area in the manner provided in the borough election code and KPB 16.04.065 as now enacted or may be hereinafter amended. Notwithstanding the provisions of KPB 16.04.060, the first board shall be appointed by the mayor and confirmed by the assembly for terms expiring upon certification of the regular election held in October 2012. Board seats to be filled at the first election of board members shall be staggered as follows: Seats A and D for one year; seats B and E for two years; and seat C for three years.

16.55.040. Board—Meetings—Quorum.

The board shall meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chair of the board or by any two members upon reasonable notice thereof published in a newspaper or via radio having general distribution within the service area in compliance with the open meetings act and identifying all matters to be discussed at the special meeting. The notice for all meetings shall set forth the time and place of the meeting and shall be mailed or telephoned to each board member. All meetings shall be open to the public as provided by law. Three board members shall constitute a quorum; however, an action shall require the affirmative vote of three board members.

16.55.050. Board—Election of officers.

At the first regular meeting following certification of the election by the assembly, and annually thereafter, the board shall elect by majority vote of the board members, and from the board members, a chairperson and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

16.55.060. Board—Terms of office.

Each member of the board of directors shall be elected for a term of three years and shall serve thereafter until his or her successor has been elected, qualified and sworn to assume the duties of the office, except that the first elected board shall contain members elected for lesser periods described in KPB 16.55.030.

16.55.070. Board—Vacancies—Created when.

Vacancies on the board are created upon declaration of vacancy by the board if a member:

- (a) Fails to qualify or take office within 30 days after his or her election or appointment;
- (b) Is physically absent from the service area for a 90-day period, unless excused by the board;
- (c) Changes his or her residency for a period longer than 60 days to a location outside of the jurisdiction from which the board is elected;
- (d) Resigns and his or her resignation is accepted;
- (e) Is physically or mentally unable to perform the duties of his or her office;
- (f) Misses three consecutive regular meetings unless excused; or

- (g) Is convicted of a felony or of an offense involving a violation of his or her oath of office.

16.55.080. Board—Vacancies—Filling.

Vacancies on the board shall be filled by majority vote of the remaining board until the next regular election of the borough at which time a new member shall be elected to fill the unexpired term or for a three-year term if no unexpired term remains. The clerk shall provide at least twenty-one days' advance public notice before filling the vacancy. Public notice may be provided by publication through print or broadcast media, posting at the primary service area office or at the borough administration building, and such other publication as the service area board deems appropriate.

16.55.090. Board—Powers and duties.

Pursuant to the provisions of AS 29.35.450 the board of directors of the service area, subject to KPB 16.04.001, and assembly approval and appropriation of funds, shall have the power to supervise the furnishing of recreational services within the service area that are based out of, and utilize the Seldovia Community Center, now known as the Sea Otter Community Center, presently located on Tract 3 B, Fleming Giles Estates No. 2 Subdivision according to Plat No. 96-1, Seldovia Recording District, Third Judicial District, State of Alaska, and other facilities as may be authorized by the borough assembly, and additional recreational services as are recommended by the service area board and established by the assembly through the budget process. Services to be provided may include but are not limited to senior citizen and youth programs, musical instruction and practice, accommodation of visiting schools during “Sea Week” and other Seldovia field trips, facility rental for organizations and individuals for meetings and celebrations, adult education, high speed internet access, community gatherings such as potlucks and dinners, karate instruction, arts and crafts instruction and facilitation, nature education and outdoor activities. The services shall be different from those provided by the City of Seldovia. The board shall promptly provide accurate and complete copies of minutes of all board meetings to the mayor and assembly. The board shall be responsible for developing, implementing, and updating a plan for furnishing recreational services which shall be subject to assembly approval.

16.55.100. Personnel system—Rules and regulations.

Unless specifically provided otherwise, the borough personnel system and Title 3 of the Kenai Peninsula Borough Code of Ordinances apply to personnel, if any, employed by the Seldovia Recreational Service Area.

16.55.110. Employee conduct requirements.

Employees of the Seldovia Recreational Service Area are employees of the borough, and as such, are required at all times to conduct themselves in an exemplary manner befitting the public service in which they are employed.

16. 55.120. Budget and fiscal control.

The formulation of a budget and fiscal control of expenditures of public moneys of the Seldovia Recreational Service Area are under the supervision and direction of the mayor and the assembly. The finance director of the borough shall provide the board with the rules and regulations governing the appropriation of funds, the budgeting of funds, the authorization of expenditures, and any and all rules and regulations of the borough fiscal policy to which the service area is subject. The board shall arrange for the preparation of a budget and capital program, which shall be submitted to the mayor for approval. The budget and capital expenditure proposals shall be subject to the procedures for adopting the borough budget and capital expenditures program and its consideration by the assembly. Such public hearings as are necessary shall be a part of the budgetary procedures before the board and the assembly.

16. 55.130. Officers—Appointment, qualifications, and removal.

The mayor, after considering the recommendation of the board, may appoint such administrative officers as the mayor deems necessary. These officers shall be subject to removal by the mayor as provided for administrative personnel in KPB 3.04.070. To the extent feasible, the mayor shall consider the recommendation of the service area board prior to such removal. The administrative officers shall administer policy as set by the board with the concurrence of the mayor.

16.55.140. Policies—Formulation and authority—Approval required.

The board, or its designee, shall formulate policies to govern the operation of the service area departments, and shall be responsible to the mayor for the personnel, morale, and general efficiency of the department. Prior to implementation, such policies shall be approved by the assembly by resolution.

16.55.150. Procedure—Conduct of affairs—Meetings.

The board shall adopt bylaws or regulations governing the conduct of its affairs so long as such bylaws are procedural in nature and do not conflict with the substantive rules and regulations governing the board in its delegated powers. The board shall adopt rules of procedure for the conduct of its meetings so long as such rules of procedure are not in conflict with bylaws and regulations governing the board.

16.55.160. Purchasing—Agent.

- A. The purchasing agent for the service area is the borough purchasing and contracts manager. All purchases of supplies, materials, equipment, and contractual services shall be made in accordance with the rules and regulations adopted by the assembly.
- B. All contracts for capital improvements and maintenance performed in connection with the service area shall be bid and administered by the borough capital projects department in accordance with the department's normal procedure for letting of contracts.

16.55.170. Accounts—Vouchers—Accounting.

All accounting functions for the service area shall be under the supervision of the borough finance director who shall provide rules, regulations, and procedures governing the issuance and payment of vouchers, the issuance and payment of checks, the use of the central treasury of the borough, and the manner in which all bonds, contracts, leases or other obligations requiring the payment of funds from the appropriations in the service area budget are to be processed and administered.

16.55.180. Fiscal procedures.

The service area shall abide by the fiscal policies and procedures applicable to the borough general government budget.

SECTION 2. That notwithstanding KPB 16.04.040 the public hearing held within the proposed service area boundaries may be held after this ordinance is introduced.

SECTION 3. That the following proposition shall be placed before the voters of the Seldovia Recreational Service Area at the regular election to be held October 4, 2011:

PROPOSITION NO. _____

“Shall the Kenai Peninsula borough be authorized to provide recreational services within the Seldovia Recreational Service Area established by Kenai Peninsula Borough Ordinance 2011-28 that are based out of and utilize the Seldovia Community Center, now known as the Sea Otter Community Center, presently located adjacent to Susan B. English School and other facilities as may be authorized by the borough assembly, and additional recreational services as are recommended by the service area board and established by the assembly through the budget process? Services to be provided may include but are not limited to senior citizen and youth programs, musical instruction and practice, accommodation of visiting schools during “Sea Week” and other Seldovia field trips, facility rental for organizations and individuals for meetings and celebrations, adult education, high speed internet access, community gatherings such as

potlucks and dinners, karate instruction, arts and crafts instruction and facilitation, nature education and outdoor activities. The service area shall be different from those provided by the City of Seldovia.”

YES _____ NO _____

SECTION 4. That Section 3 of this ordinance takes effect immediately upon enactment of this ordinance. Section 1 shall take effect upon approval of the proposition in Section 3 by the majority of voters in the service area voting on the proposition at the borough election to be held October 4, 2011, and upon the date the election is certified by the borough assembly or the date the U.S. Department of Justice issues its nonobjection to preclearance, whichever is later. If the U.S. Department of Justice does not issue a nonobjection to preclearance, the effective date shall be 60 days from the date of receipt of the ballot proposition for preclearance by the U.S. Department of Justice or the date of the certification of the election results, whichever is later. If an objection is imposed by the U.S. Department of Justice, the ordinance shall not be effective until the objection is resolved.

SECTION 5. That this ordinance shall also only take effect after the city of Seldovia either agrees by ordinance to be included in the service area or approval is granted by a majority of the voters residing in the city and also by a majority of the remaining voters residing in the service area as required by AS 29.35.450(a).

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF AUGUST, 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:
Date:
Action:
Vote:

Mayor
07/06/21

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-051**

**A RESOLUTION EXTENDING THE DEADLINE TO EXPEND FUNDS ACCORDING
TO THE AMENDED CORONAVIRUS RELIEF FUND SPENDING PLAN FROM JUNE
30, 2021 TO DECEMBER 31, 2021**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056, 2020-057, 2020-69, 2020-070, 2020-071, 2020-076, 2020-083, and 2021-023 approved numerous amendments to the spending plan to meet project developments; and

WHEREAS, Resolution 2021-023 authorized the transfer of lapsed funds to CAR06 project title Emergency Response-PPE-Personnel to be spent by June 30, 2021; and

WHEREAS, this resolution extends the deadline to expend the remaining funds in project title CAR06 from June 30, 2021 to December 31, 2021 for funding dedicated to the COVID-19 response as aligned with the U.S. Treasury deadline; and

WHEREAS, it is in the borough’s best interest to extend the deadline for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves extending the deadline to expend the remaining funds according to the Amended Coronavirus Relief Fund Spending Plan from June 30, 2021 to December 31, 2021.

SECTION 2. That the balance of funds remaining after December 31, 2021 will be returned to the State of Alaska.

SECTION 3. That upon adoption this resolution shall take effect retroactively on July 1, 2021.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 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 *BH for CP*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*
Brandi Harbaugh, Finance Director *BH*
Dan Nelson, Emergency Manager *DN*

DATE: June 24, 2021

RE: Resolution 2021-051, Extending the Deadline to Expend Funds According to the Amended Coronavirus Relief Fund Spending Plan from June 30, 2021 to December 31, 2021 (Mayor)

Resolution 2021-023 authorized transferring CAR project lapsed balances to CAR06. This resolution extends the deadline to expend the remaining funds in project title CAR06 Emergency Response-PPE-Personnel from June 30, 2021 to December 31, 2021. This extension will continue to allow eligible expenditures to occur related to COVID for the remainder of the calendar year in Borough departments and service areas that are still responding to and managing the pandemic. The administration also requests that any remaining funds not encumbered by December 31, 2021 be returned to the State of Alaska.

Your consideration of this resolution is appreciated.

Attachment: Coronavirus Relief Fund Spending Plan Status Update (06/24/2021)

Segments	Account Number	Original Budget (7/11/20)	Revised budget after Amended Reso (04/06/2021)	Estimated Expenditures/ commitments LTD 6/25/2021	Estimated up to remaining Expenditures/ commitments	Available grant funds
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000.47	6,592,571	(6,592,571)	-	\$ -
CAR02	SINGLE AUDIT FEES	25,000.00	14,000	(14,000)	-	-
CAR03	REIMB HOSPITAL COSTS	800,000.00	700,000	(700,000)	-	-
CAR04	VOLUNTEER FIRE & EMS	70,000.00	291,739	(291,739)	-	-
CAR05	FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	3,681,610	(3,681,610)	-	-
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	1,797,357	(1,406,004)	600	390,753
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	129,821	(129,821)	-	-
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	95,951	(95,951)	-	-
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000.00	2,398,311	(2,398,311)	-	-
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	624,376	(624,376)	-	-
CAR11	KPBSD RESPONSE & PREPAREDNESS	1,700,000.00	146,088	(146,088)	-	-
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	-	-	-	-
CAR13	RETROFIT KPB FACILITIES	500,000.00	2,949,619	(2,661,803)	287,816	-
CAR14	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	66,839	(66,839)	-	-
CAR15	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	115,772	(115,772)	-	-
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	375,492	(375,492)	-	-
CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	993,812	(988,702)	5,109	0
CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	67,481	(67,481)	-	-
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTENGECY	3,648,449.00	1,554,976	(1,554,976)	-	-
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000.00	116,807	(116,807)	-	-
CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	3,928,808	(3,928,808)	-	-
CAR22	CITY ALLOCATION	-	9,155,990	(9,155,990)	-	-
CAR23	HOUSING RELIEF PROGRAM	-	1,646,956	(1,646,956)	-	-
CAR24	POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	14,075	(14,075)	-	-
Totals:		37,458,449.47	37,458,449.47	(36,774,172)	293,525	\$ 390,753

Introduced by:	Mayor
Date:	06/16/20
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-047**

**A RESOLUTION APPROVING THE PAYMENT THRESHOLDS AND PROPOSED
SPENDING PLAN FOR CARES ACT CORONAVIRUS RELIEF FUNDS RECEIVED
FROM THE STATE OF ALASKA**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, funding to the borough in the total amount of \$37,458,449.47 will be provided in three installments, and all funds received must be liquidated by December 30, 2020; and

WHEREAS, these funds may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the coronavirus disease 2019, (2) were not accounted for in the budget most recently approved as of March 27, 2020 by the borough, and (3) were incurred during the performance period of March 1, 2020 through December 30, 2020; and

WHEREAS, to ensure the borough complies with the applicable grant requirements the administration has developed Payment Thresholds and Proposed Spending Plan for disseminating the funds subject to the applicable provisions of the CARES Act, the State of Alaska Grant Agreement to the borough as a sub-recipient of the grant, and Alaska law; and

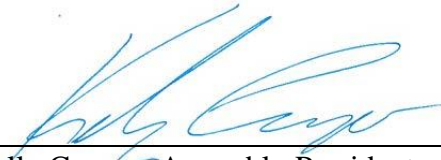
WHEREAS, approving this plan will enable the administration to move forward with establishing the procedures and documentation necessary to implement the plan in a timely manner to help defray costs resulting from the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the CARES Act Coronavirus Relief Fund Spending Plan, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2020.

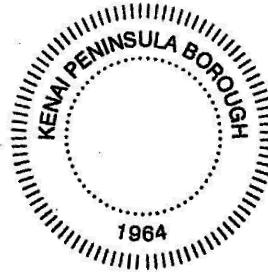


Kelly Cooper, Assembly President

ATTEST:



Johni Blankenship, MMC, Borough Clerk



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



Kenai Peninsula Borough

CARES Act Coronavirus Relief Fund

Assembly Work Session Presentation ~ June 11, 2020 ~ 2:00 PM

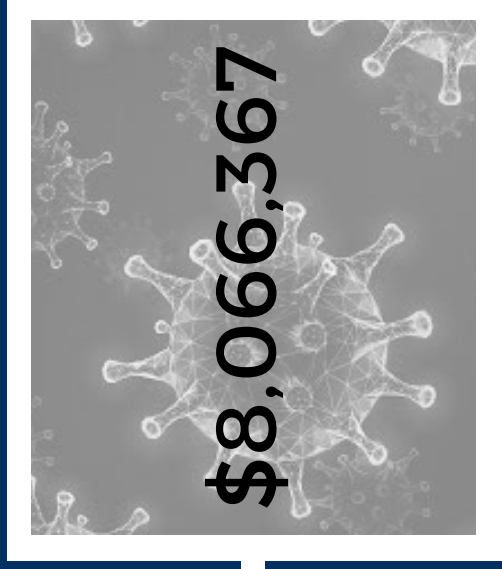
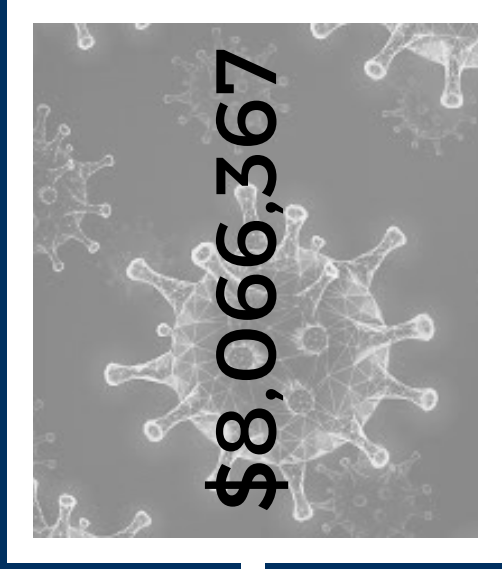
Project Introduction: The Bullet Points

- \$ Fund uses and restrictions**
- \$ Payment Installments**
- \$ Application Process**
- \$ Transparency and Public Engagement**
- \$ Program Demobilization**

CARES Act: Coronavirus Relief Fund

- \$ Social Security Act, Section 601**
- \$ OMB Unified Guidance 2 CFR 200**
- \$ Borough Code of Ordinances**
- \$ Alaska State Statutes**

Relief Fund Payments & Proposed Spending Plan



PAYMENT #1

- Businesses/Nonprofits
- Sales tax waivers
- Hospital Protective Measures
- Volunteer Fire Departments
- KPB Fire & EMS, Response, and Personnel costs
- Absentee Vote-by-Mail
- Public Access through Technology - Phase 1

PAYMENT #2

- School District Projects
- Mass Testing Equipment
- Building Retrofits
- IMT & Telework Remote Work Kits/Upgrades
- GIS Upgrades for Remote Assessments
- Public Access through Technology - Phase 2

PAYMENT #3

- Second Distribution to Businesses/Nonprofits
- Solid Waste Disposal Sites
- FY21 KPB personnel, response, recovery costs
- Lost Revenue*

PAYMENT #1 = \$21,325,715

Public Access through Technology Phase 1

- Remote meeting integration in chambers, remote site public meeting hard/software
- Retrofit Chambers - physical distancing
- Improved public access to internet, i.e. towers and communication infrastructure grants.

KPB Departments,
Service Areas response,
supplies, and personnel
Costs (06/30/20)

15%

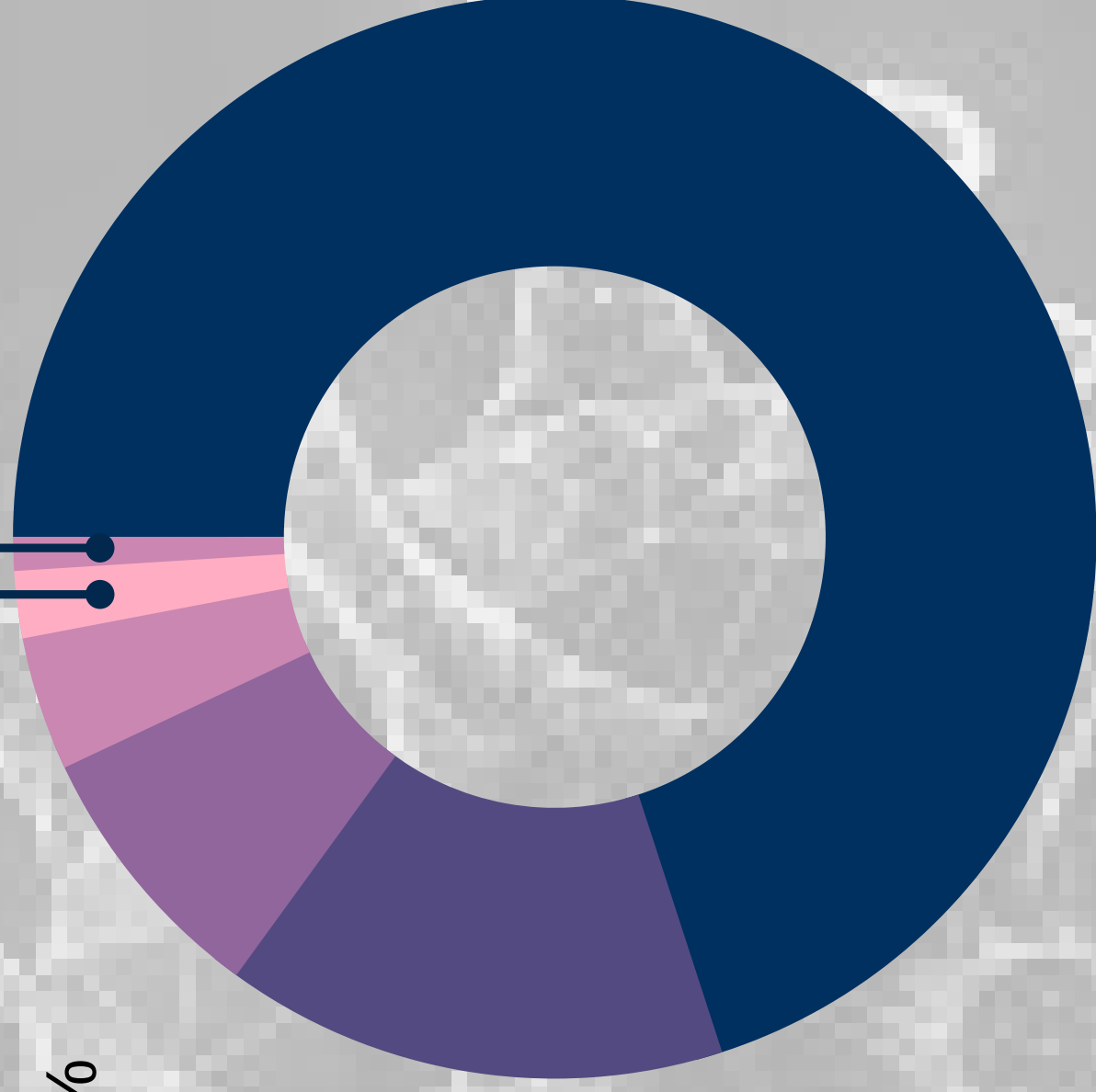
Absentee Vote Campaign 2%

Hospitals Fund Reserve (~\$2M) 1%

4%

Public
Access
Phase 1

8%

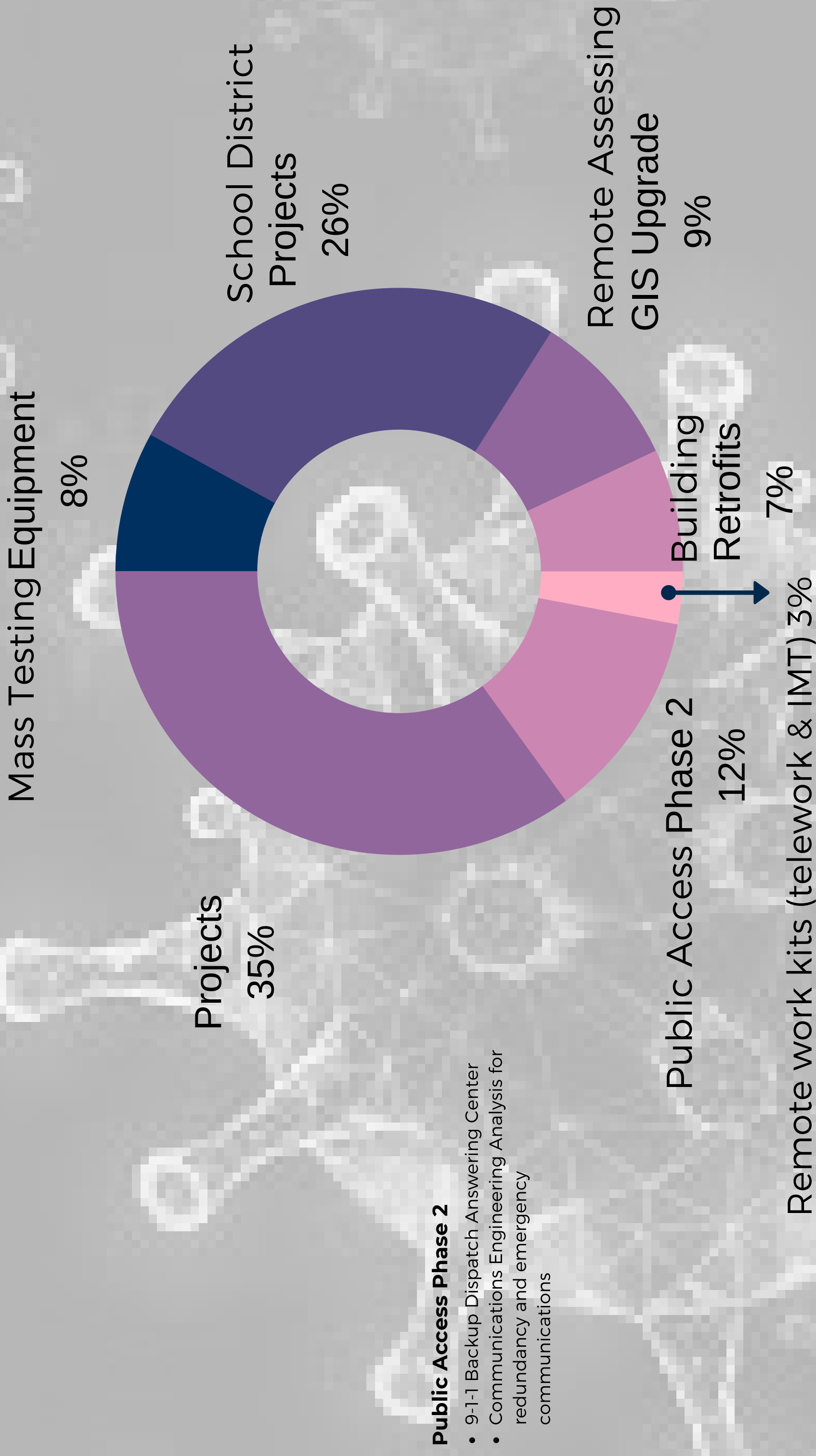


Businesses/Nonprofits,
KPB Sales Tax Penalty Waivers,
and Volunteer Fire
Departments

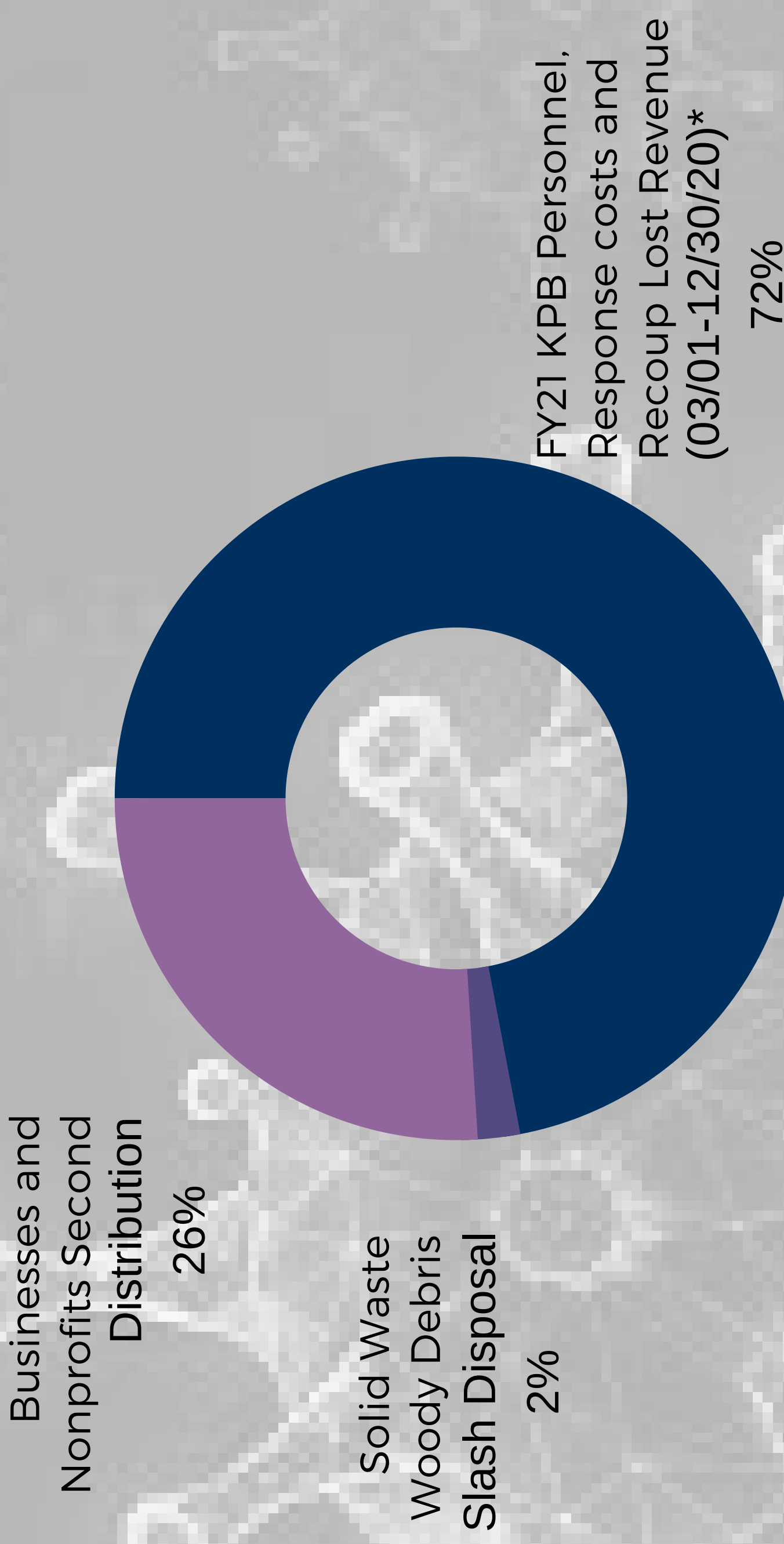
70%

5

PAYMENT #2 = \$6,453,094 (80%)

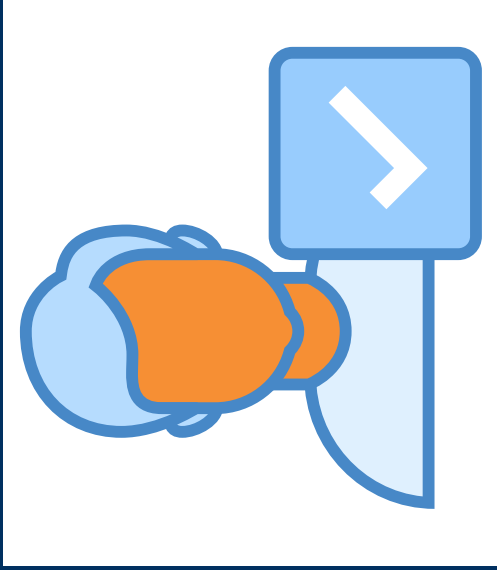


PAYMENT #3 + 20% OF PAYMENT #2 = \$9,679,640



*Pending CARES Act amendment

BUSINESSES & NONPROFITS: Pre-award to Closeout



Eligibility and Verification

1. Sales Tax History, 990 and/or IRS Schedule C
2. KPBP Compliance
3. Application (online option)
4. Certification & Self-attestation
5. Finance threshold verification
6. Grant Program Review
7. Payment Release



Award

Thresholds

Per KPBP R2020-047: Motion approved the change of "up to amounts" of 3.5 percent funding ranges applied to each of the thresholds. See page 14.

- | | |
|-----------------|------------------|
| \$20K - \$50K | = up to \$4,500 |
| \$50K - \$100K | = up to \$11,250 |
| \$100K - \$250K | = up to \$17,500 |
| \$250K - \$500K | = up to \$28,000 |
| >\$500K | = up to \$28,000 |



Accountability and Closeout

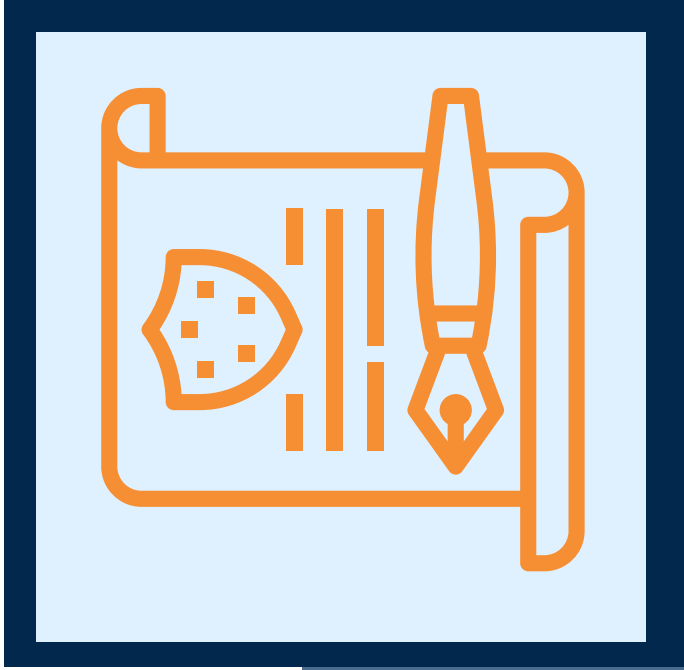
1. Oversight and test awards
2. Issue grant agreements for large awards
3. Adhere to federal regulations
4. Adhere to KPBP code and AK Statutes

PUBLIC TRUST: Project Tracking & Transparency

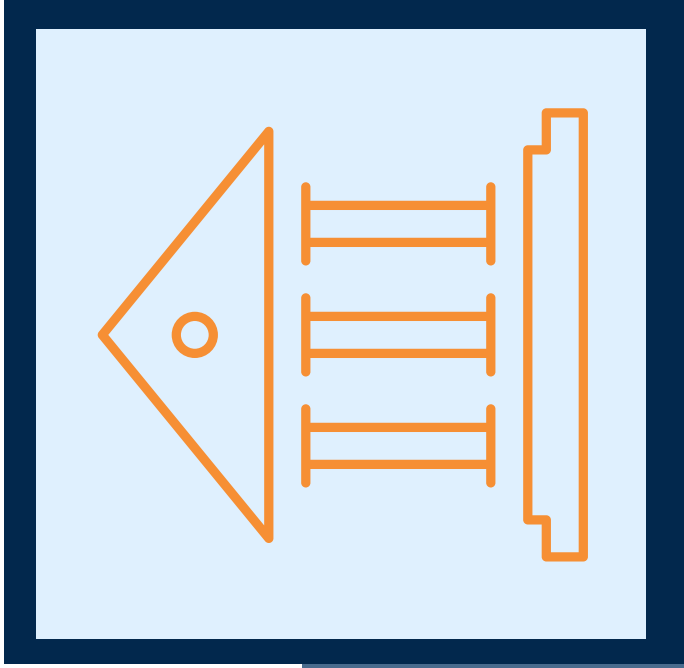
- ✓ **SharePoint - Common Operation Picture**
- ✓ **Informational Campaign**
- ✓ **Facebook Live/Call Center Event(s)**
- ✓ **GIS Dashboard - Life to Date Actions**
- ✓ **In-person Application Sites**
- ✓ **Communications w/ State Programs & Cities**



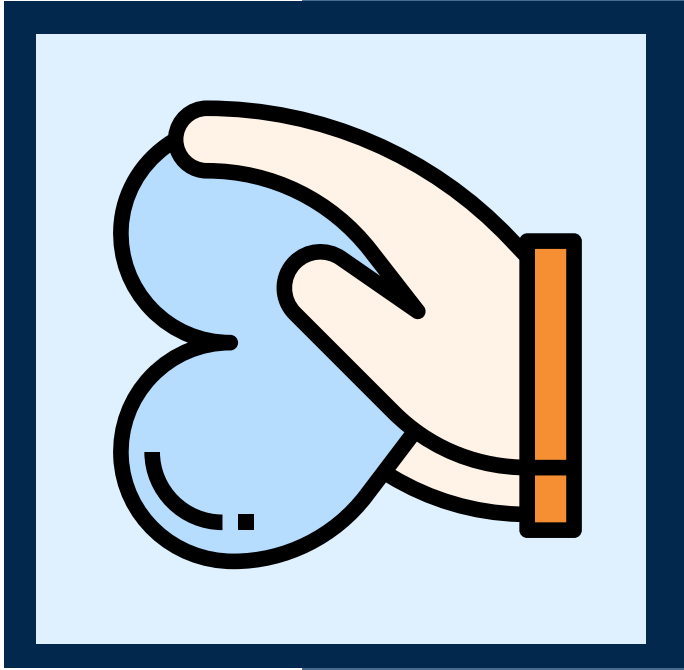
WHOLE TEAM: Project Engagement & Demobilization



POLICY MAKERS
and
ADMINISTRATION



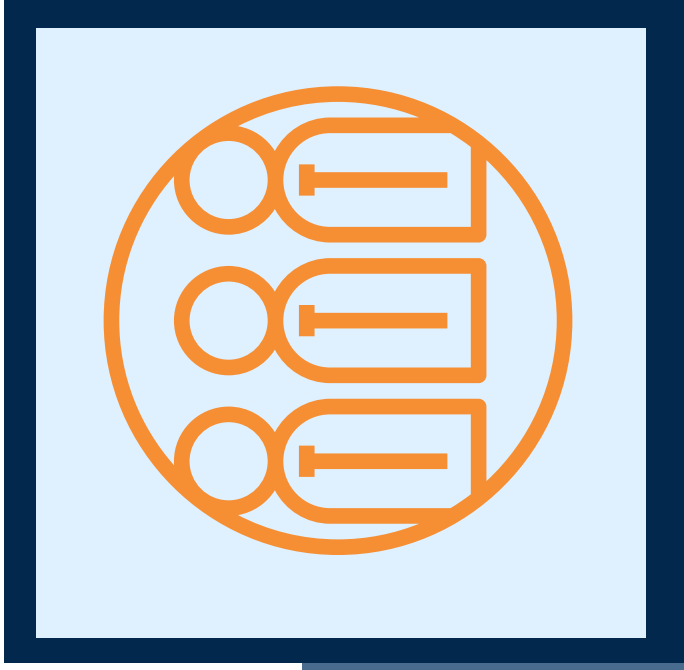
DEPARTMENTS
DIVISIONS
and
SCHOOL
DISTRICT



SERVICE AREAS
First Responders
Hospitals
Recreation
Roads

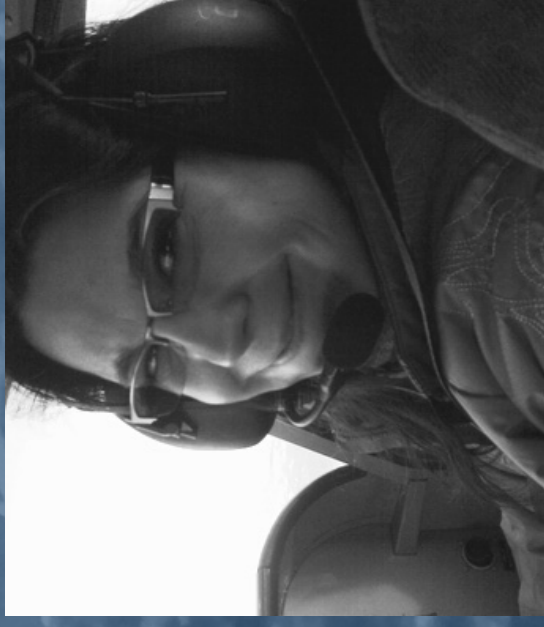


EMERGENCY
MANAGEMENT
and
DISPATCH
CENTER



CITIZENS
COMMUNITIES
CITIES
and
PARTNERS

Questions & Comments



BRENDA AHLBERG

Community & Fiscal Projects Manager

bahlberg@kpb.us

907-714-2153

Scope of Work, Justification and Estimated Funds						
	ESTIMATED Funding Ranges			Public Safety	Community Resilience	Economic Recovery
Distribution to qualified businesses and nonprofits outside of city limits that demonstrate economic hardships based on previous sales tax history, 990, IRS Schedule C	\$15,000,000	\$8,000,000		✓	✓	✓
Provide waivers for borough sales tax penalties	\$25,000	\$20,000		✓	✓	✓
Reimburse Central Peninsula and South Peninsula hospitals' costs for emergency protective measures not reimbursed through other federal agencies.	\$800,000	\$650,000		✓	✓	
Support the volunteer fire & EMS departments' response, protective and preparedness measures (seven entities)	70,000	\$70,000		✓	✓	✓
Fire & EMS service area first responders: reimburse 75 percent of eligible personnel costs for COVID19-related response (FY20 costs ending 06/30/20)	\$2,800,000	\$2,000,000		✓	✓	✓
Reimburse borough emergency protective measures, personnel, supplies, software/hardware, sick leave, unemployment (FY20 ending 06/30/20)	500,000	\$300,000		✓		
Absentee vote by mail campaign: advertising, online application with signature verifications, database integration, GIS verification	600,000	\$400,000		✓	✓	
Public access through technology - Phase 1:						
Remote meeting integration in assembly chambers Granicus Streaming platform (Portable Encoder and Sound/Video System); closed captioning	\$80,000	\$60,000		✓	✓	
Support improved public access to internet through communications tower site development and through communications infrastructure grants	\$2,000,000	\$1,200,000		✓	✓	✓
Retrofit assembly chambers to accommodate physical and technological integrations.	\$200,000	\$150,000		✓		

Kenai Peninsula Borough School District response and preparedness measures.	\$1,700,000	\$1,000,000	✓	✓	✓
COVID19 testing equipment to provide mass testing capabilities on the central peninsula. Equipment to reside at Central Peninsula Hospital.	\$650,000	\$525,000	✓	✓	✓
Retrofit borough facilities, i.e. touchless sinks, bathroom doors, physical separation barriers, etc.	\$500,000	\$300,000	✓	✓	
Incident Management Team remote work/PC upgrades	\$67,000	\$60,000	✓		
Remote work kits for telework	\$116,000	\$100,000	✓		
GIS upgrades to complete remote assessment needs	\$600,000	\$500,000	✓	✓	✓
Public access through technology - Phase 2:					
9-1-1 Backup dispatch answering center	\$802,000	\$780,000	✓	✓	✓
Communications engineering analysis for redundant and emergency communications	\$100,000	\$75,000	✓	✓	
Second distribution to businesses/nonprofits	\$3,648,449	\$3,000,000	✓	✓	✓
Solid Waste woody debris, slash disposal four (4) sites	\$200,000	\$120,000	✓	✓	
FY21 KPB personnel, response, recover costs (07/01/20 - 12/30/20). Recoup projected loss revenue to restore the borough general fund, fund balance for 03/01/20 - 12/30/20 (pending amendment to the CARES Act).	\$7,000,000	\$5,000,000	✓	✓	✓
➤ ESTIMATES ONLY - RANGE TOTALS	\$37,458,449	\$24,310,000			

Count borough wide	Count outside the cities	Estimated Gross Revenues	Sales tax collected	Kenai Grant (Reference)	Borough grants		Borough High Range	
					<i>bottom</i>	<i>Up to</i>	<i>bottom</i>	<i>Up to</i>
2,247	881	-	-	-	-	-	-	-
1,241	500	20,000.00	600.00	-	-	1,750.00	-	875,000.00
833	300	50,000.00	1,500.00	-	-	3,500.00	525,000.00	1,050,000.00
835	225	100,000.00	3,000.00	2,500.00	1,750.00	8,750.00	787,500.00	1,968,750.00
471	200	250,000.00	7,500.00	5,000.00	3,500.00	17,500.00	1,750,000.00	3,500,000.00
826	200	500,000.00	15,000.00	7,500.00	8,750.00	35,000.00	3,500,000.00	7,000,000.00
6,453	2,306	1,000,000.00	30,000.00	10,000.00	17,500.00	35,000.00	6,562,500.00	14,393,750.00
	4,147	inside cities						

Introduced by:	Mayor, Cooper
Date:	08/11/20
Action:	Adopted as Amended
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-056**

**A RESOLUTION AMENDING THE PAYMENT THRESHOLDS AND SPENDING
PLAN APPROVED IN RESOLUTION 2020-047 FOR CARES ACT CORONAVIRUS
RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47; and

WHEREAS, the administration proposes to distribute \$8,134,023 among the six municipalities within the borough by way of sub-recipient grant awards as authorized by the State of Alaska and potentially cooperative agreements as authorized by Alaska State Statute AS 29.35.010(13) to address impacts created by the coronavirus pandemic; and

WHEREAS, the CRF funds distributed to the cities may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the coronavirus disease 2019, (2) were not accounted for in the budget most recently approved as of March 27, 2020 by the borough, and (3) were incurred during the performance period of March 1, 2020 through November 30, 2020; and

WHEREAS, the amended spending plan also reflects budget revisions necessary to achieve individual project outcomes; and

WHEREAS, KPB Ordinance 2019-19-39 approved the eligible costs for reimbursement effective March 1, 2020 through December 30, 2020;

WHEREAS, it is in the borough’s best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

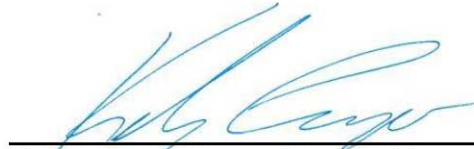
SECTION 1. That the assembly hereby approves the Coronavirus Relief Fund Spending Plan – Amended August 11, 2020, a copy of which is attached hereto and incorporated herein by reference.

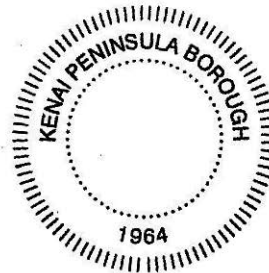
SECTION 2. That this resolution shall take effect retroactively on June 16, 2020.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 11TH DAY OF AUGUST, 2020.

ATTEST:


John Blankenship, MMC, Borough Clerk


Kelly Cooper, Assembly President



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



Kenai Peninsula Borough

CARES Act Coronavirus Relief Fund

Assembly Work Session Presentation ~ June 11, 2020 ~ 2:00 PM

Project Introduction: The Bullet Points

- \$ Fund uses and restrictions**
- \$ Payment Installments**
- \$ Application Process**
- \$ Transparency and Public Engagement**
- \$ Program Demobilization**

CARES Act: Coronavirus Relief Fund

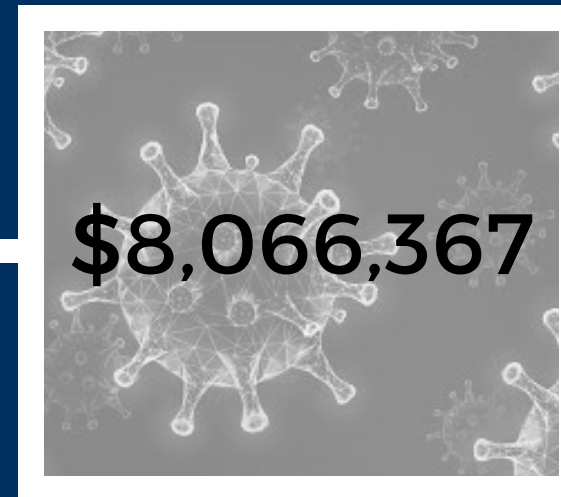
- 💰 Social Security Act, Section 601**
- 💰 OMB Unified Guidance 2 CFR 200**
- 💰 Borough Code of Ordinances**
- 💰 Alaska State Statutes**

Relief Fund Payments & Proposed Spending Plan



PAYMENT #1

- Businesses/Nonprofits
- Sales tax waivers
- Hospital Protective Measures
- Volunteer Fire Departments
- KPB Fire & EMS, Response, and Personnel costs
- Absentee Vote-by-Mail
- Public Access through Technology - Phase 1



PAYMENT #2

- School District Projects
- Mass Testing Equipment
- Building Retrofits
- IMT & Telework Remote Work Kits/Upgrades
- GIS Upgrades for Remote Assessments
- Public Access through Technology - Phase 2



PAYMENT #3

- Second Distribution to Businesses/Nonprofits
- Solid Waste Disposal Sites
- FY21 KPB personnel, response, recovery costs
- Lost Revenue*

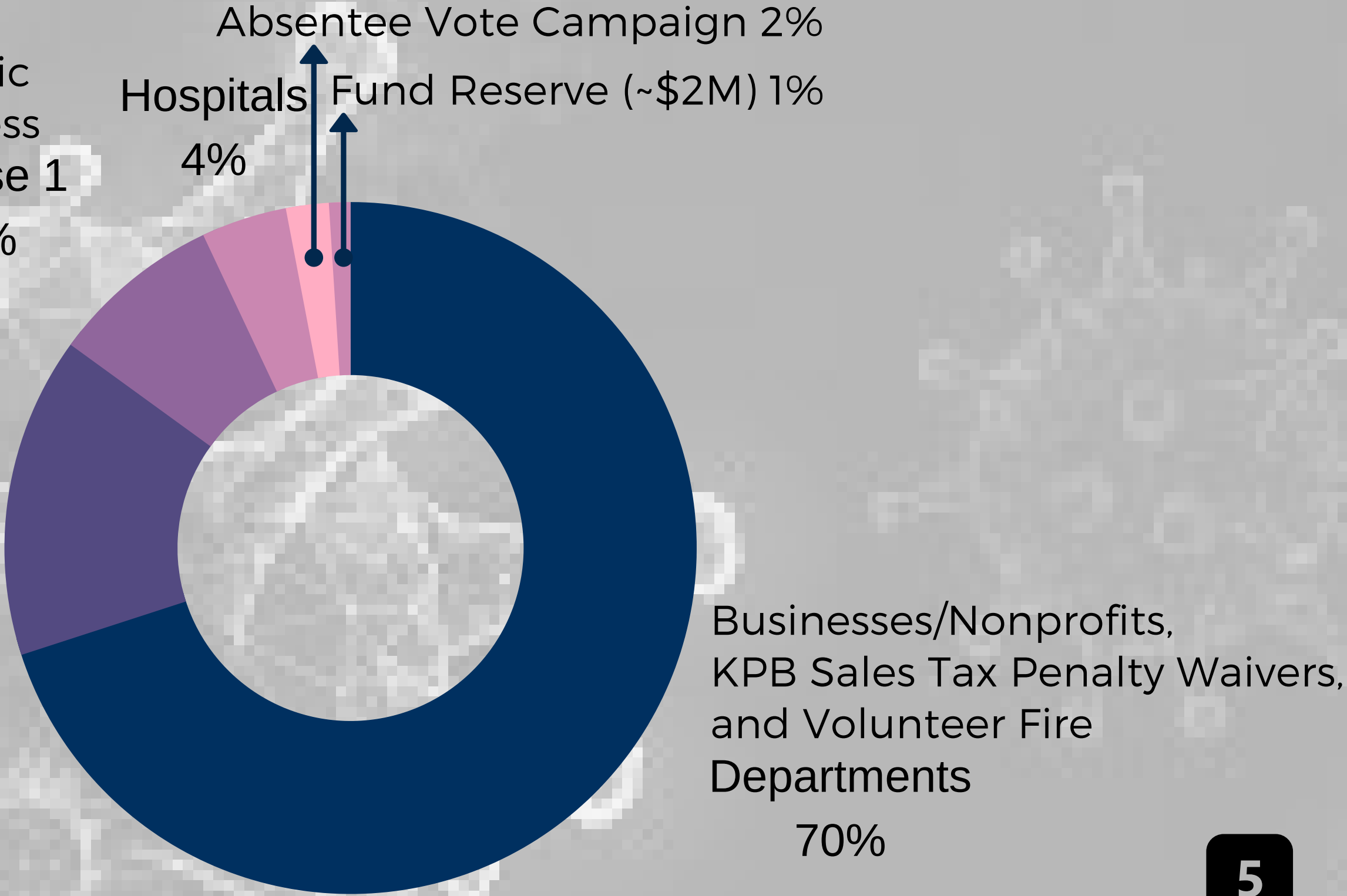
PAYMENT #1 = \$21,325,715

Public Access through Technology Phase 1

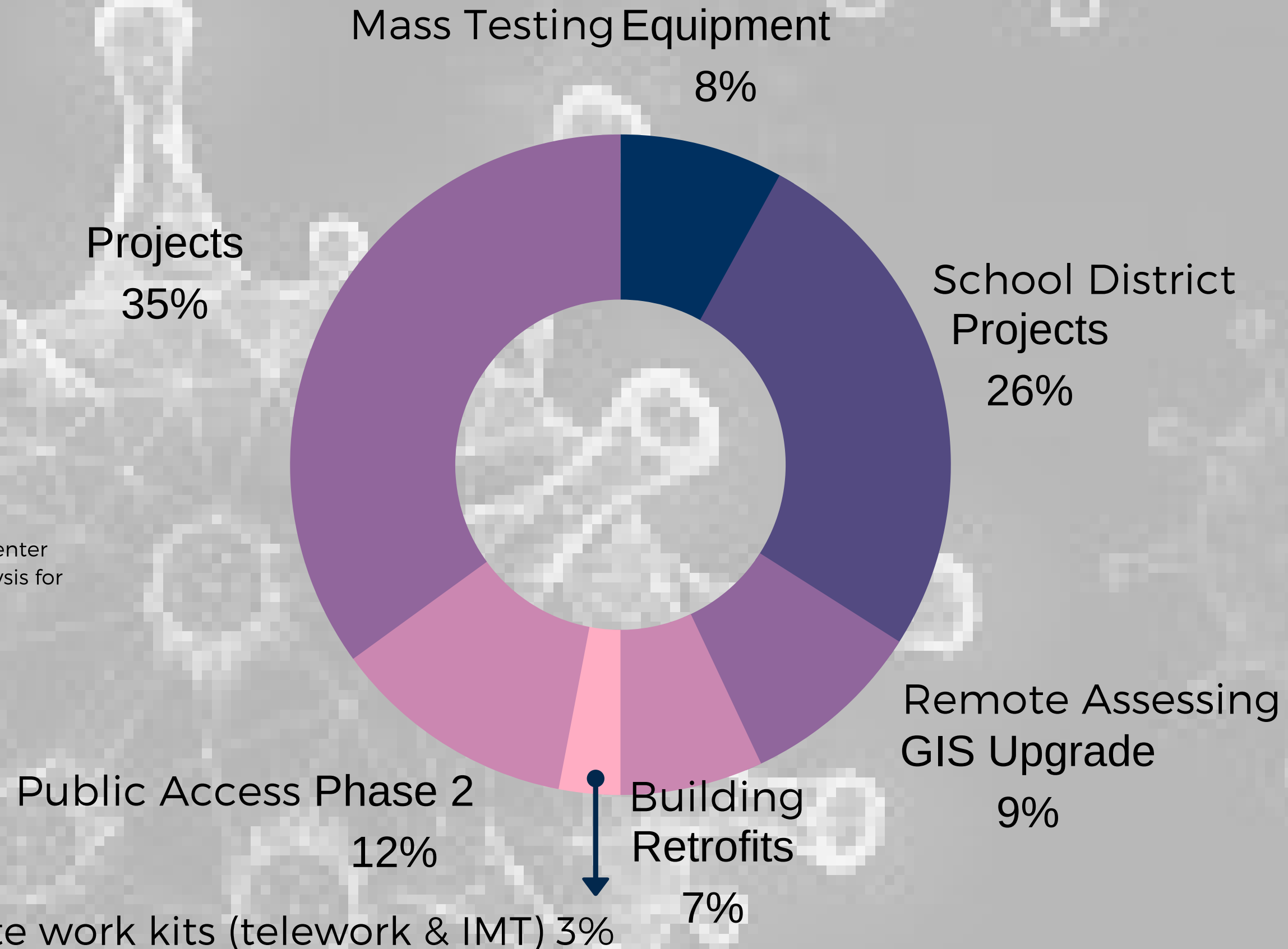
- Remote meeting integration in chambers, remote site public meeting hard/software
- Retrofit Chambers - physical distancing
- Improved public access to internet, i.e. towers and communication infrastructure grants.

KPB Departments,
Service Areas response,
supplies, and personnel
Costs (06/30/20)
15%

Public
Access
Phase 1
8%



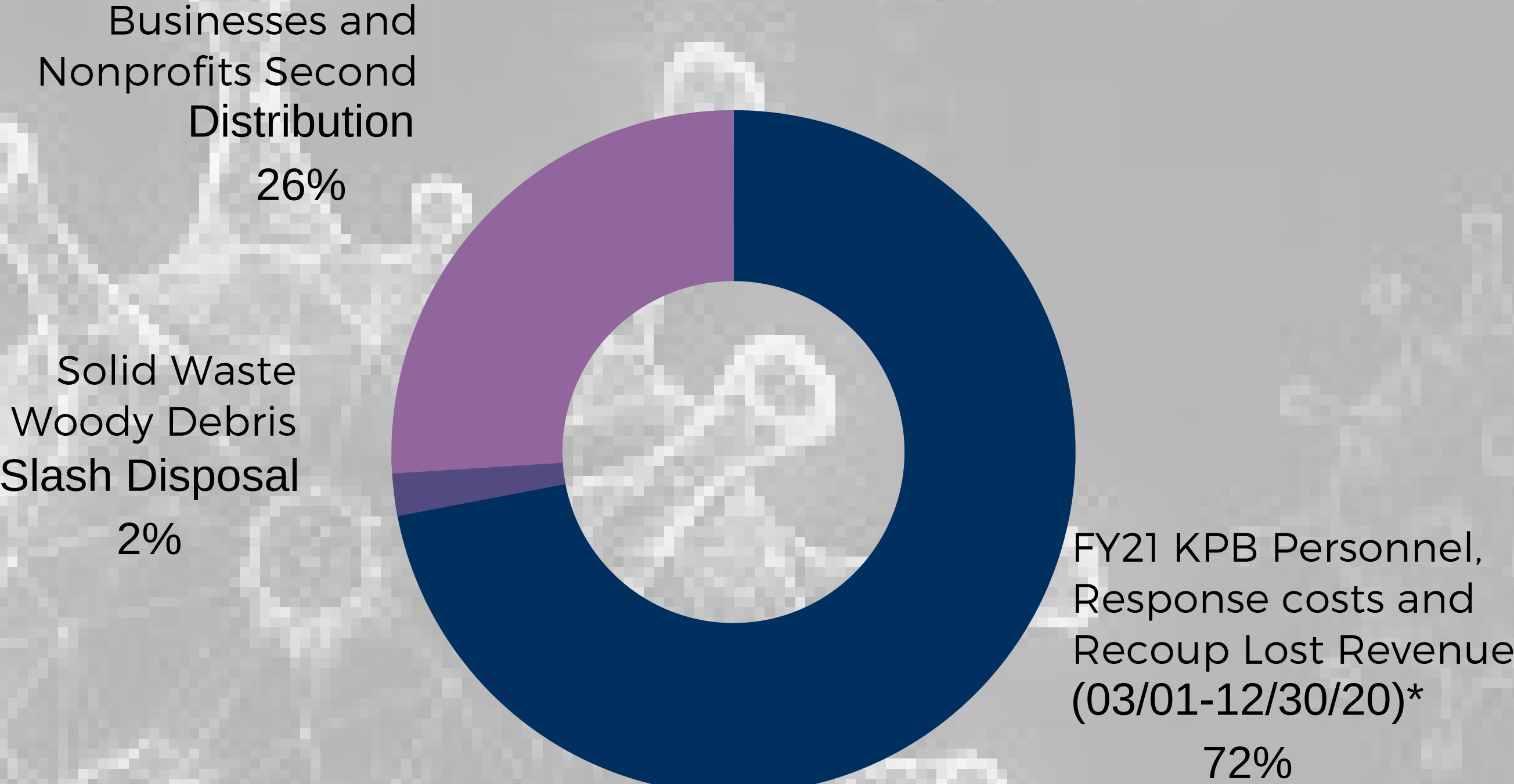
PAYMENT #2 = \$6,453,094 (80%)



Public Access Phase 2

- 9-1-1 Backup Dispatch Answering Center
- Communications Engineering Analysis for redundancy and emergency communications

PAYMENT #3 + 20% OF PAYMENT #2 = \$9,679,640



*Pending CARES Act amendment

BUSINESSES & NONPROFITS: Pre-award to Closeout



Eligibility and Verification

1. Sales Tax History, 990 and/or IRS Schedule C
2. KPB Compliance
3. Application (online option)
4. Certification & Self-attestation
5. Finance threshold verification
6. Grant Program Review
7. Payment Release



Award Thresholds

- \$20K - \$50K = up to \$1,500
- \$50K - \$100K = up to \$4,500
- \$100K - \$250K = up to \$11,250
- \$250K - \$500K = up to \$17,500
- >\$500K = up to \$28,000



Accountability and Closeout

1. Oversight and test awards
2. Issue grant agreements for large awards
3. Adhere to federal regulations
4. Adhere to KPB code and AK Statutes

PUBLIC TRUST: Project Tracking & Transparency

- ✓ **SharePoint - Common Operation Picture**
- ✓ **Informational Campaign**
- ✓ **Facebook Live/Call Center Event(s)**
- ✓ **GIS Dashboard - Life to Date Actions**
- ✓ **In-person Application Sites**
- ✓ **Communications w/ State Programs & Cities**

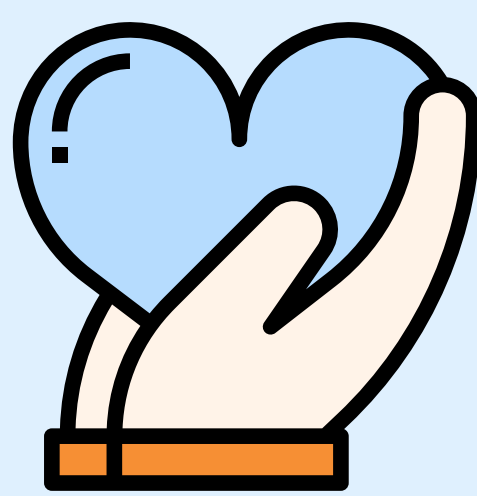
WHOLE TEAM: Project Engagement & Demobilization



POLICY MAKERS
and
ADMINISTRATION



DEPARTMENTS
DIVISIONS
and
SCHOOL
DISTRICT



SERVICE AREAS
First Responders
Hospitals
Recreation
Roads

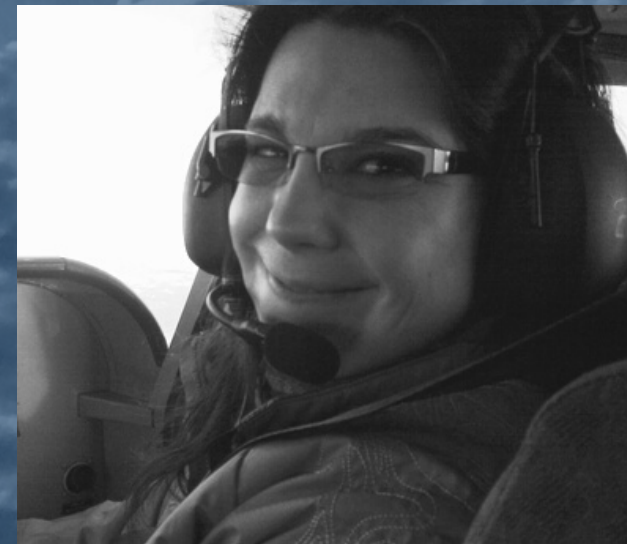


EMERGENCY
MANAGEMENT
and
DISPATCH
CENTER



CITIZENS
COMMUNITIES
CITIES
and
PARTNERS

Questions & Comments



BRENDA AHLBERG

Community & Fiscal Projects Manager

bahlberg@kpb.us

907-714-2153

Segments	Account Number	Revised Budget	LTD Actuals	Total Encumbered	Total Committed	Amount Remaining	Increase (decrease)	Proposed revised budget	New remaining funds
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000.47	10,686.66	2,325.90	13,012.56	14,986,987.91	(8,134,023.00)	6,865,977.47	6,852,964.91
CAR02	WAIVERS FOR SALES TAX PENALTIES Changed to SINGLE AUDIT FEES	25,000.00	0.00	0.00	0.00	25,000.00		25,000.00	25,000.00
CAR03	REIMB HOSPITAL COSTS	800,000.00	0.00	400,000.00	400,000.00	400,000.00		800,000.00	400,000.00
CAR04	VOLUNTEER FIRE & EMS	70,000.00	0.00	0.00	0.00	70,000.00	130,000.00	200,000.00	200,000.00
CAR05	FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	1,736,609.87	0.00	1,736,609.87	1,063,390.13	236,609.87	3,036,609.87	1,300,000.00
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	553,167.03	12,093.57	565,260.60	(65,260.60)	531,695.07	1,031,695.07	466,434.47
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	0.00	0.00	0.00	600,000.00		600,000.00	600,000.00
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	1,378.54	0.00	1,378.54	78,621.46		80,000.00	78,621.46
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000.00	0.00	0.00	0.00	2,000,000.00		2,000,000.00	2,000,000.00
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	0.00	0.00	0.00	200,000.00		200,000.00	200,000.00
CAR11	KPBSD RESPONSE & PREPAREDNESS	1,700,000.00	1,563.22	5,250.00	6,813.22	1,693,186.78	(1,300,000.00)	400,000.00	393,186.78
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	0.00	0.00	0.00	650,000.00		650,000.00	650,000.00
CAR13	RETROFIT KPB FACILITIES	500,000.00	9,223.39	664.84	9,888.23	490,111.77	1,831,695.06	2,331,695.06	2,321,806.83
CAR14	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	0.00	39,329.76	39,329.76	27,670.24		67,000.00	27,670.24
CAR15	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	15,015.91	5,234.64	20,250.55	95,749.45		116,000.00	95,749.45
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	0.00	0.00	0.00	600,000.00		600,000.00	600,000.00
CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	0.00	0.00	0.00	802,000.00	200,000.00	1,002,000.00	1,002,000.00
CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	0.00	0.00	0.00	100,000.00		100,000.00	100,000.00
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION	3,648,449.00	0.00	0.00	0.00	3,648,449.00	(1,630,000.00)	2,018,449.00	2,018,449.00
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST	200,000.00	0.00	0.00	0.00	200,000.00		200,000.00	200,000.00
CAR21	REVENUE	7,000,000.00	0.00	0.00	0.00	7,000,000.00		7,000,000.00	7,000,000.00
CAR22	CITY ALLOCATION	0.00	0.00	0.00	0.00	0.00	8,134,023.00	8,134,023.00	8,134,023.00
Totals:		37,458,449.47	2,327,644.62	464,898.71	2,792,543.33	34,665,906.14	0.00	37,458,449.47	34,665,906.14
							37,458,449.47	TRUE	TRUE
							TRUE		

Count borough wide	Count outside the cities	Estimated Gross Revenues		Sales tax collected		Kenai Grant (Reference)	Borough grants		Borough High Range	
						<i>up to</i>	<i>bottom</i>	<i>Up to</i>	<i>bottom</i>	<i>Up to</i>
2,247	881	-	20,000.00	-	600.00	-	-	-	-	-
1,241	500	20,000.00	50,000.00	600.00	1,500.00	-	-	1,750.00	-	875,000.00
833	300	50,000.00	100,000.00	1,500.00	3,000.00	2,500.00	1,750.00	3,500.00	525,000.00	1,050,000.00
835	225	100,000.00	250,000.00	3,000.00	7,500.00	5,000.00	3,500.00	8,750.00	787,500.00	1,968,750.00
471	200	250,000.00	500,000.00	7,500.00	15,000.00	7,500.00	8,750.00	17,500.00	1,750,000.00	3,500,000.00
826	200	500,000.00	1,000,000.00	15,000.00	30,000.00	10,000.00	17,500.00	35,000.00	3,500,000.00	7,000,000.00
6,453	2,306	inside cities							6,562,500.00	14,393,750.00
	4,147									

Introduced by:	Mayor
Date:	09/01/20
Action:	Adopted
Vote:	7 Yes, 0 No, 2 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-057**

**A RESOLUTION AMENDING THE SPENDING PLAN APPROVED IN RESOLUTIONS
2020-047 AND 2020-056 FOR CARES ACT CORONAVIRUS RELIEF FUNDS
RECEIVED FROM THE STATE OF ALASKA**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolution 2020-056 approved numerous amendments to the spending plan; and

WHEREAS, the borough has received requests from Ninilchik Emergency Services, Inc. and the Seldovia Village Tribe Volunteer Fire Department for CRF to reimburse costs for emergency protective measures; and

WHEREAS, the amended plan includes a transfer of \$100,000 from CAR19, Grants To Small Businesses – 2nd Distribution, to CAR04, Volunteer Fire & EMS, to support volunteer fire and EMS departments’ response, protective and preparedness measures; and

WHEREAS, upon reviewing the approved city distribution plan approved by Resolution 2020-056 the administration recently determined that the amount allocated to the City of Homer should be corrected by transferring \$1,047,934 from CAR19, Grants To Small Businesses – 2nd Distribution to CAR 22, City Allocation and increasing Homer’s share by that amount; and

WHEREAS, KPB Ordinance 2019-19-39 accepted and appropriated the eligible costs for reimbursement effective March 1, 2020 through December 30, 2020; and

WHEREAS, it is in the borough’s best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

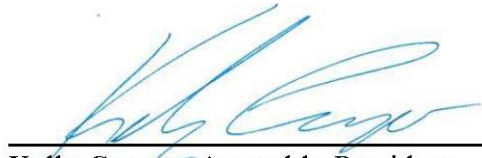
SECTION 1. That the assembly hereby approves the Coronavirus Relief Fund Spending Plan – Amended September 1, 2020, a copy of which is attached hereto and incorporated herein by reference.

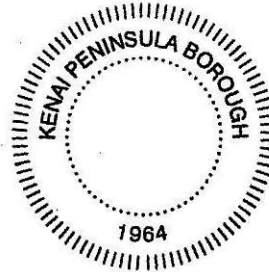
SECTION 2. That this resolution shall take effect retroactively on June 16, 2020.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2020.

ATTEST:


Johni Blankenship, MMC, Borough Clerk


Kelly Cooper, Assembly President



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



Kenai Peninsula Borough

CARES Act Coronavirus Relief Fund

Assembly Work Session Presentation ~ June 11, 2020 ~ 2:00 PM

Project Introduction: The Bullet Points

- \$ Fund uses and restrictions**
- \$ Payment Installments**
- \$ Application Process**
- \$ Transparency and Public Engagement**
- \$ Program Demobilization**

CARES Act: Coronavirus Relief Fund

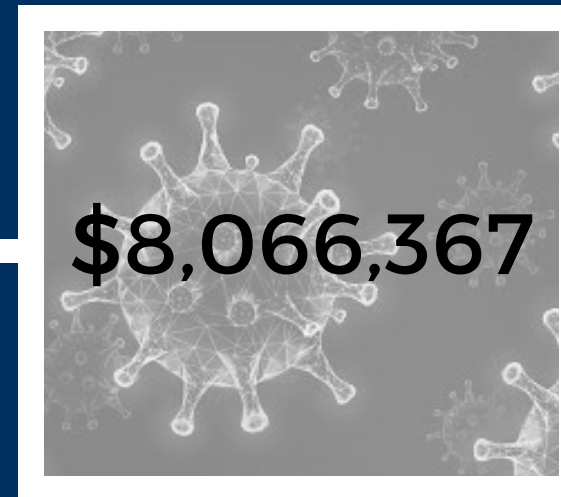
- 💰 Social Security Act, Section 601**
- 💰 OMB Unified Guidance 2 CFR 200**
- 💰 Borough Code of Ordinances**
- 💰 Alaska State Statutes**

Relief Fund Payments & Proposed Spending Plan



PAYMENT #1

- Businesses/Nonprofits
- Sales tax waivers
- Hospital Protective Measures
- Volunteer Fire Departments
- KPB Fire & EMS, Response, and Personnel costs
- Absentee Vote-by-Mail
- Public Access through Technology - Phase 1



PAYMENT #2

- School District Projects
- Mass Testing Equipment
- Building Retrofits
- IMT & Telework Remote Work Kits/Upgrades
- GIS Upgrades for Remote Assessments
- Public Access through Technology - Phase 2



PAYMENT #3

- Second Distribution to Businesses/Nonprofits
- Solid Waste Disposal Sites
- FY21 KPB personnel, response, recovery costs
- Lost Revenue*

PAYMENT #1 = \$21,325,715

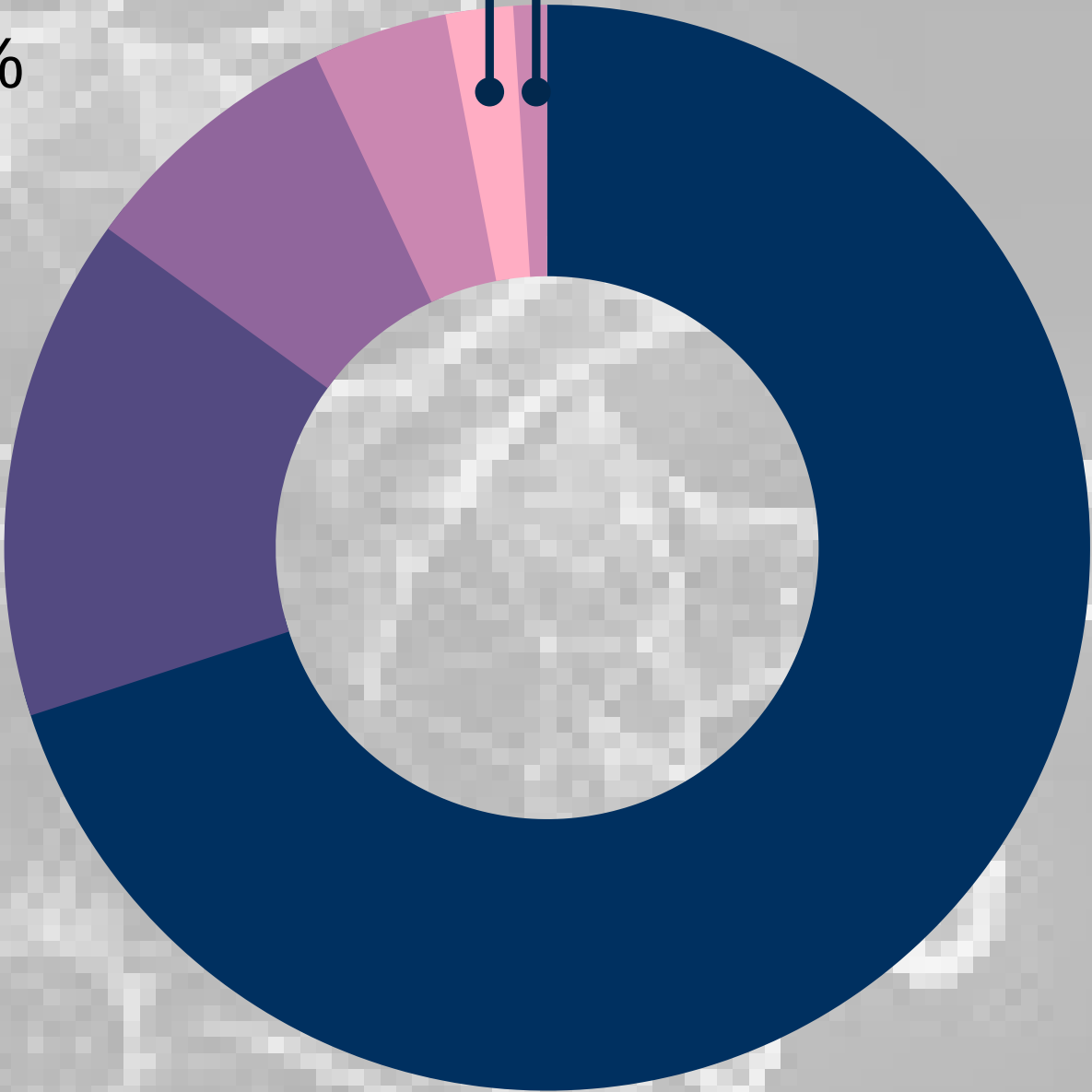
Public Access through Technology Phase 1

- Remote meeting integration in chambers, remote site public meeting hard/software
- Retrofit Chambers - physical distancing
- Improved public access to internet, i.e. towers and communication infrastructure grants.

KPB Departments,
Service Areas response,
supplies, and personnel
Costs (06/30/20)
15%

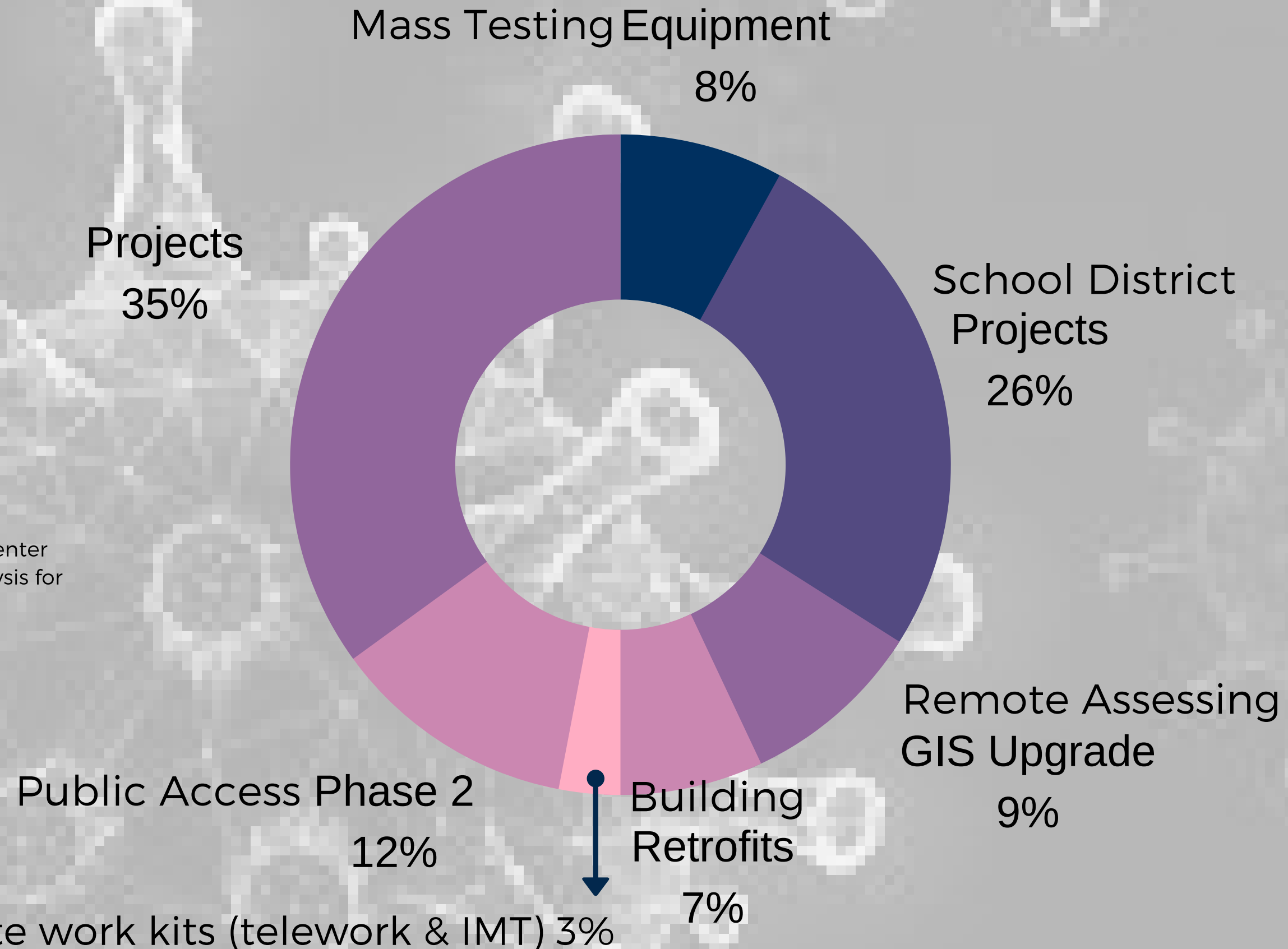
Public
Access
Phase 1
8%

Absentee Vote Campaign 2%
Hospitals 4%
Fund Reserve (~\$2M) 1%



Businesses/Nonprofits,
KPB Sales Tax Penalty Waivers,
and Volunteer Fire
Departments
70%

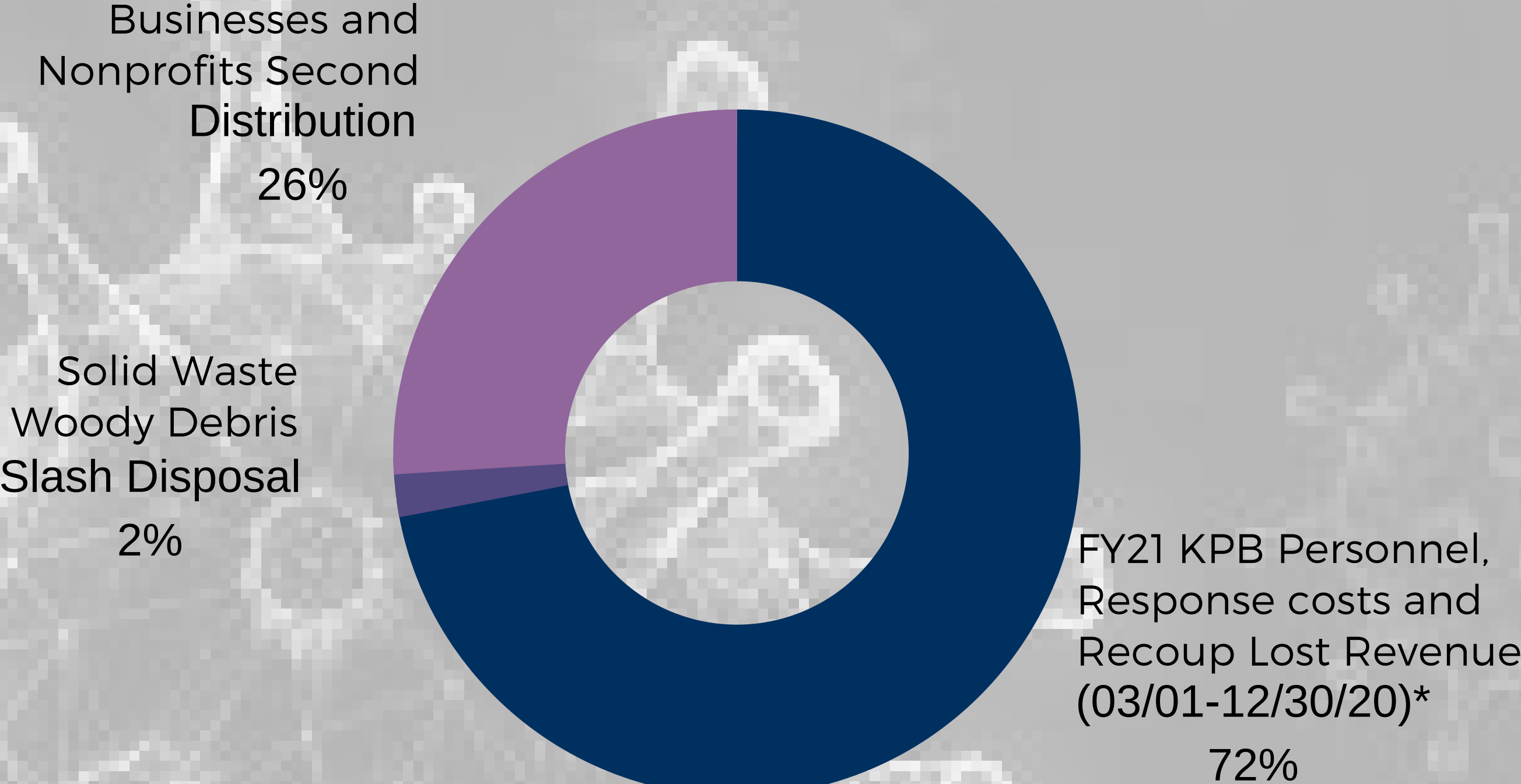
PAYMENT #2 = \$6,453,094 (80%)



Public Access Phase 2

- 9-1-1 Backup Dispatch Answering Center
- Communications Engineering Analysis for redundancy and emergency communications

PAYMENT #3 + 20% OF PAYMENT #2 = \$9,679,640



*Pending CARES Act amendment

BUSINESSES & NONPROFITS: Pre-award to Closeout



Eligibility and Verification

1. Sales Tax History, 990 and/or IRS Schedule C
2. KPB Compliance
3. Application (online option)
4. Certification & Self-attestation
5. Finance threshold verification
6. Grant Program Review
7. Payment Release



Award Thresholds

- \$20K - \$50K = up to \$1,500
- \$50K - \$100K = up to \$4,500
- \$100K - \$250K = up to \$11,250
- \$250K - \$500K = up to \$17,500
- >\$500K = up to \$28,000



Accountability and Closeout

1. Oversight and test awards
2. Issue grant agreements for large awards
3. Adhere to federal regulations
4. Adhere to KPB code and AK Statutes

PUBLIC TRUST: Project Tracking & Transparency

- ✓ **SharePoint - Common Operation Picture**
- ✓ **Informational Campaign**
- ✓ **Facebook Live/Call Center Event(s)**
- ✓ **GIS Dashboard - Life to Date Actions**
- ✓ **In-person Application Sites**
- ✓ **Communications w/ State Programs & Cities**

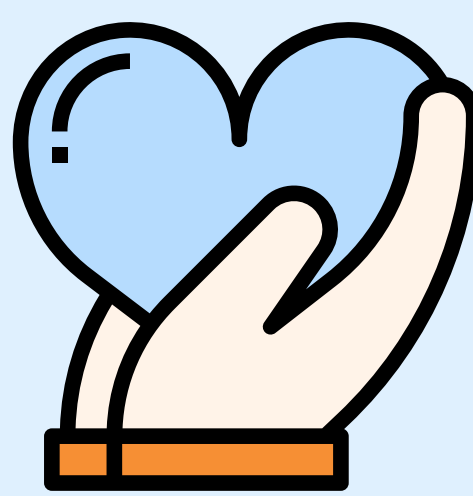
WHOLE TEAM: Project Engagement & Demobilization



POLICY MAKERS
and
ADMINISTRATION



DEPARTMENTS
DIVISIONS
and
SCHOOL
DISTRICT



SERVICE AREAS
First Responders
Hospitals
Recreation
Roads

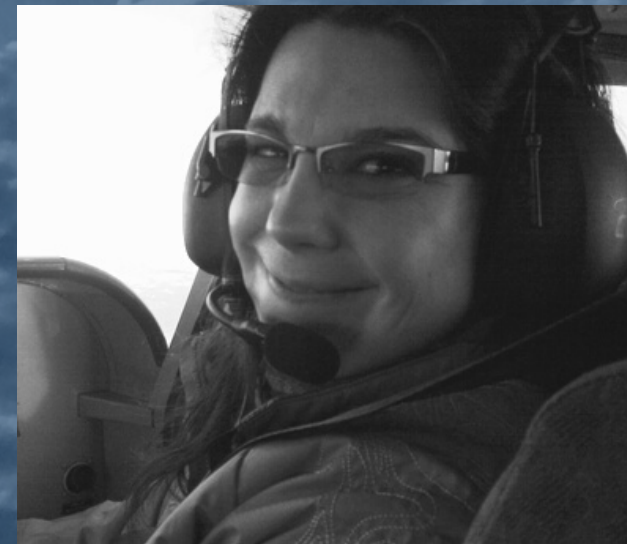


EMERGENCY
MANAGEMENT
and
DISPATCH
CENTER



CITIZENS
COMMUNITIES
CITIES
and
PARTNERS

Questions & Comments



BRENDA AHLBERG

Community & Fiscal Projects Manager

bahlberg@kpb.us

907-714-2153

Segments	Account Number	Revised Budget	LTD Actuals	Total Encumbered	Total Committed	Amount Remaining	Increase (decrease)	Proposed revised budget	New remaining funds
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	6,865,977.47	10,686.66	2,325.90	13,012.56	6,852,964.91		6,865,977.47	6,852,964.91
CAR02	SINGLE AUDIT FEES	25,000.00	0.00	0.00	0.00	25,000.00		25,000.00	25,000.00
CAR03	REIMB HOSPITAL COSTS	800,000.00	0.00	400,000.00	400,000.00	400,000.00		800,000.00	400,000.00
CAR04	VOLUNTEER FIRE & EMS	200,000.00	0.00	0.00	0.00	200,000.00	100,000.00	300,000.00	300,000.00
CAR05	FIRE & EMS SA PERSONNEL COSTS	3,036,609.87	1,736,609.87	0.00	1,736,609.87	1,300,000.00		3,036,609.87	1,300,000.00
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	1,031,695.07	553,167.03	12,093.57	565,260.60	466,434.47		1,031,695.07	466,434.47
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	0.00	0.00	0.00	600,000.00		600,000.00	600,000.00
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	1,378.54	0.00	1,378.54	78,621.46		80,000.00	78,621.46
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000.00	0.00	0.00	0.00	2,000,000.00		2,000,000.00	2,000,000.00
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	0.00	0.00	0.00	200,000.00		200,000.00	200,000.00
CAR11	KPBSD RESPONSE & PREPAREDNESS	400,000.00	1,563.22	5,250.00	6,813.22	393,186.78		400,000.00	393,186.78
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	0.00	0.00	0.00	650,000.00		650,000.00	650,000.00
CAR13	RETROFIT KPB FACILITIES	2,331,695.06	9,223.39	664.84	9,888.23	2,321,806.83		2,331,695.06	2,321,806.83
CAR14	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	0.00	39,329.76	39,329.76	27,670.24		67,000.00	27,670.24
CAR15	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	15,015.91	5,234.64	20,250.55	95,749.45		116,000.00	95,749.45
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	0.00	0.00	0.00	600,000.00		600,000.00	600,000.00
CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	1,002,000.00	0.00	0.00	0.00	1,002,000.00		1,002,000.00	1,002,000.00
CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	0.00	0.00	0.00	100,000.00		100,000.00	100,000.00
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTENGECY	2,018,449.00	0.00	0.00	0.00	2,018,449.00	(1,147,934.00)	870,515.00	870,515.00
CAR20	SOLID WASTE DEBRIS/SWASH DISPOSAL	200,000.00	0.00	0.00	0.00	200,000.00		200,000.00	200,000.00
CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	0.00	0.00	0.00	7,000,000.00		7,000,000.00	7,000,000.00
CAR22	CITY ALLOCATION	8,134,023.00	0.00	0.00	0.00	8,134,023.00	1,047,934.00	9,181,957.00	9,181,957.00
Totals:		37,458,449.47	2,327,644.62	464,898.71	2,792,543.33	34,665,906.14	0.00	37,458,449.47	34,665,906.14
							37,458,449.47 TRUE	TRUE	TRUE

Count borough wide	Count outside the cities	Estimated Gross Revenues		Sales tax collected		Kenai Grant (Reference)	Borough grants		Borough High Range	
						<i>up to</i>	<i>bottom</i>	<i>Up to</i>	<i>bottom</i>	<i>Up to</i>
2,247	881	-	20,000.00	-	600.00	-	-	-	-	-
1,241	500	20,000.00	50,000.00	600.00	1,500.00	-	-	1,750.00	-	875,000.00
833	300	50,000.00	100,000.00	1,500.00	3,000.00	2,500.00	1,750.00	3,500.00	525,000.00	1,050,000.00
835	225	100,000.00	250,000.00	3,000.00	7,500.00	5,000.00	3,500.00	8,750.00	787,500.00	1,968,750.00
471	200	250,000.00	500,000.00	7,500.00	15,000.00	7,500.00	8,750.00	17,500.00	1,750,000.00	3,500,000.00
826	200	500,000.00	1,000,000.00	15,000.00	30,000.00	10,000.00	17,500.00	35,000.00	3,500,000.00	7,000,000.00
6,453	2,306	inside cities							6,562,500.00	14,393,750.00
	4,147									

Introduced by:	Mayor
Date:	09/15/20
Action:	Adopted
Vote:	6 Yes, 0 No, 1 Absent, 2 Abstained

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-069**

**A RESOLUTION AMENDING THE SPENDING PLAN APPROVED IN RESOLUTIONS
2020-047, 2020-056 AND 2020-057 FOR CARES ACT CORONAVIRUS RELIEF FUNDS
RECEIVED FROM THE STATE OF ALASKA**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056 and 2020-057 approved numerous amendments to the spending plan to meet project developments; and

WHEREAS, the amended plan includes a transfer of \$650,000 from CAR12 and a transfer of \$250,000 from CAR11 to support the air purification systems to be installed in borough and school facilities under CAR13 “Retrofits to KPB Facilities” project; and

WHEREAS, the amended plan includes a transfer of \$20,000 from CAR21 to support the CAR08 “Tech-Remote Meeting Integration” project; and

WHEREAS, the amended plan includes a transfer of \$465,013 from CAR21 to support the CAR10 “Tech-Retrofit Assembly Chambers” project; and

WHEREAS, KPB Ordinance 19-19-39 accepted and appropriated the eligible costs for reimbursement effective March 1, 2020 through December 30, 2020; and

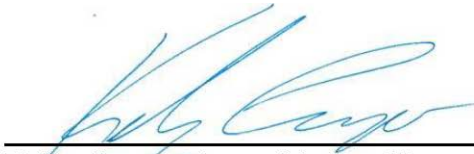
WHEREAS, it is in the borough’s best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the Coronavirus Relief Fund Spending Plan – Amended September 15, 2020, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF SEPTEMBER, 2020.

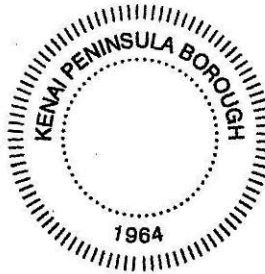


Kelly Cooper, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



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



Kenai Peninsula Borough

CARES Act Coronavirus Relief Fund

Assembly Work Session Presentation ~ June 11, 2020 ~ 2:00 PM

Project Introduction: The Bullet Points

- \$ Fund uses and restrictions**
- \$ Payment Installments**
- \$ Application Process**
- \$ Transparency and Public Engagement**
- \$ Program Demobilization**

CARES Act: Coronavirus Relief Fund

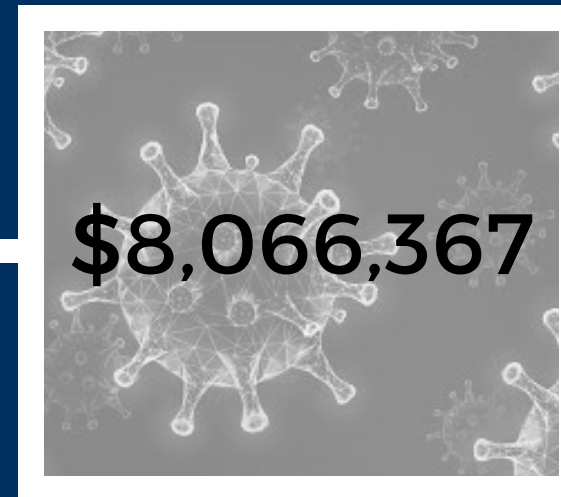
- 💰 Social Security Act, Section 601**
- 💰 OMB Unified Guidance 2 CFR 200**
- 💰 Borough Code of Ordinances**
- 💰 Alaska State Statutes**

Relief Fund Payments & Proposed Spending Plan



PAYMENT #1

- Businesses/Nonprofits
- Sales tax waivers
- Hospital Protective Measures
- Volunteer Fire Departments
- KPB Fire & EMS, Response, and Personnel costs
- Absentee Vote-by-Mail
- Public Access through Technology - Phase 1



PAYMENT #2

- School District Projects
- Mass Testing Equipment
- Building Retrofits
- IMT & Telework Remote Work Kits/Upgrades
- GIS Upgrades for Remote Assessments
- Public Access through Technology - Phase 2



PAYMENT #3

- Second Distribution to Businesses/Nonprofits
- Solid Waste Disposal Sites
- FY21 KPB personnel, response, recovery costs
- Lost Revenue*

PAYMENT #1 = \$21,325,715

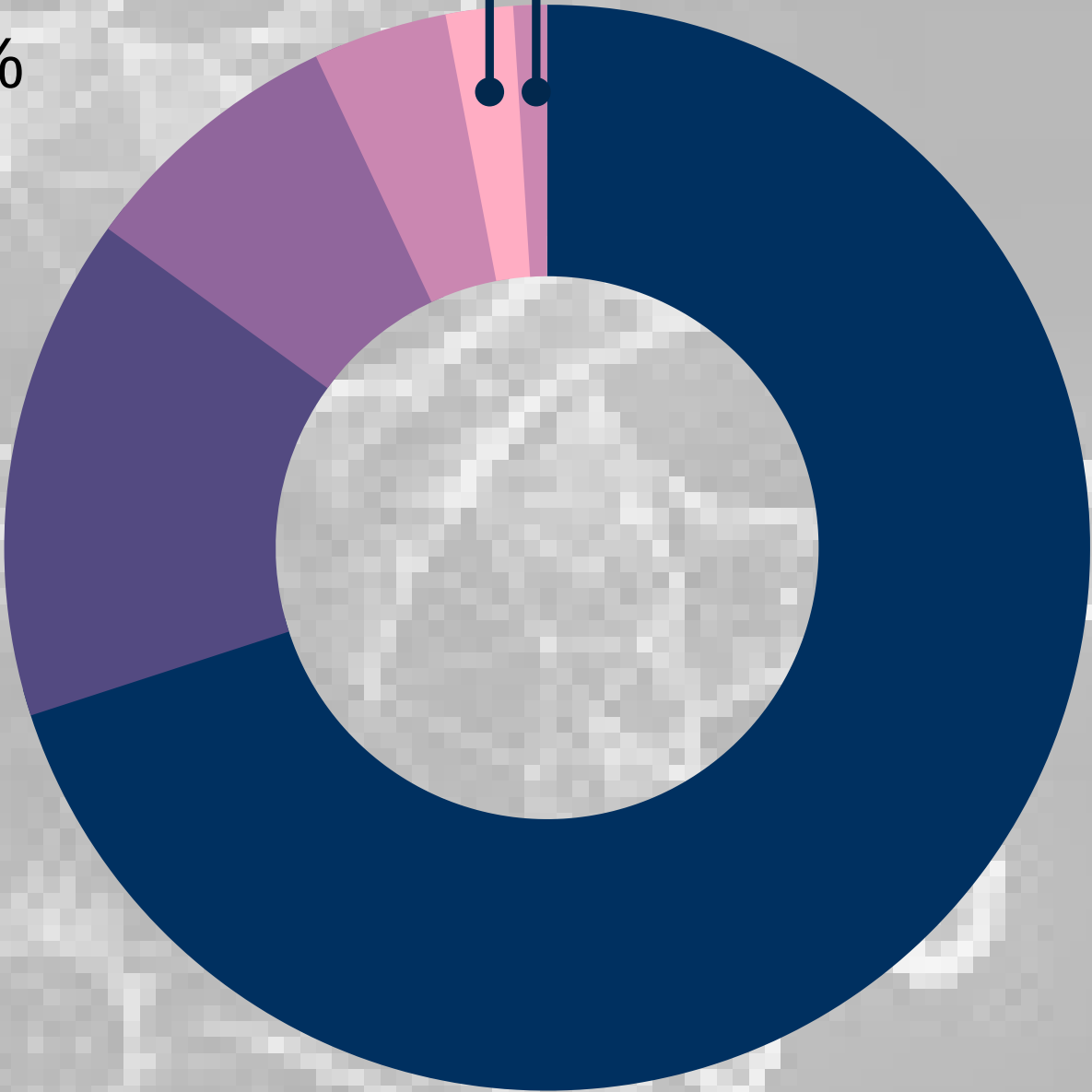
Public Access through Technology Phase 1

- Remote meeting integration in chambers, remote site public meeting hard/software
- Retrofit Chambers - physical distancing
- Improved public access to internet, i.e. towers and communication infrastructure grants.

KPB Departments,
Service Areas response,
supplies, and personnel
Costs (06/30/20)
15%

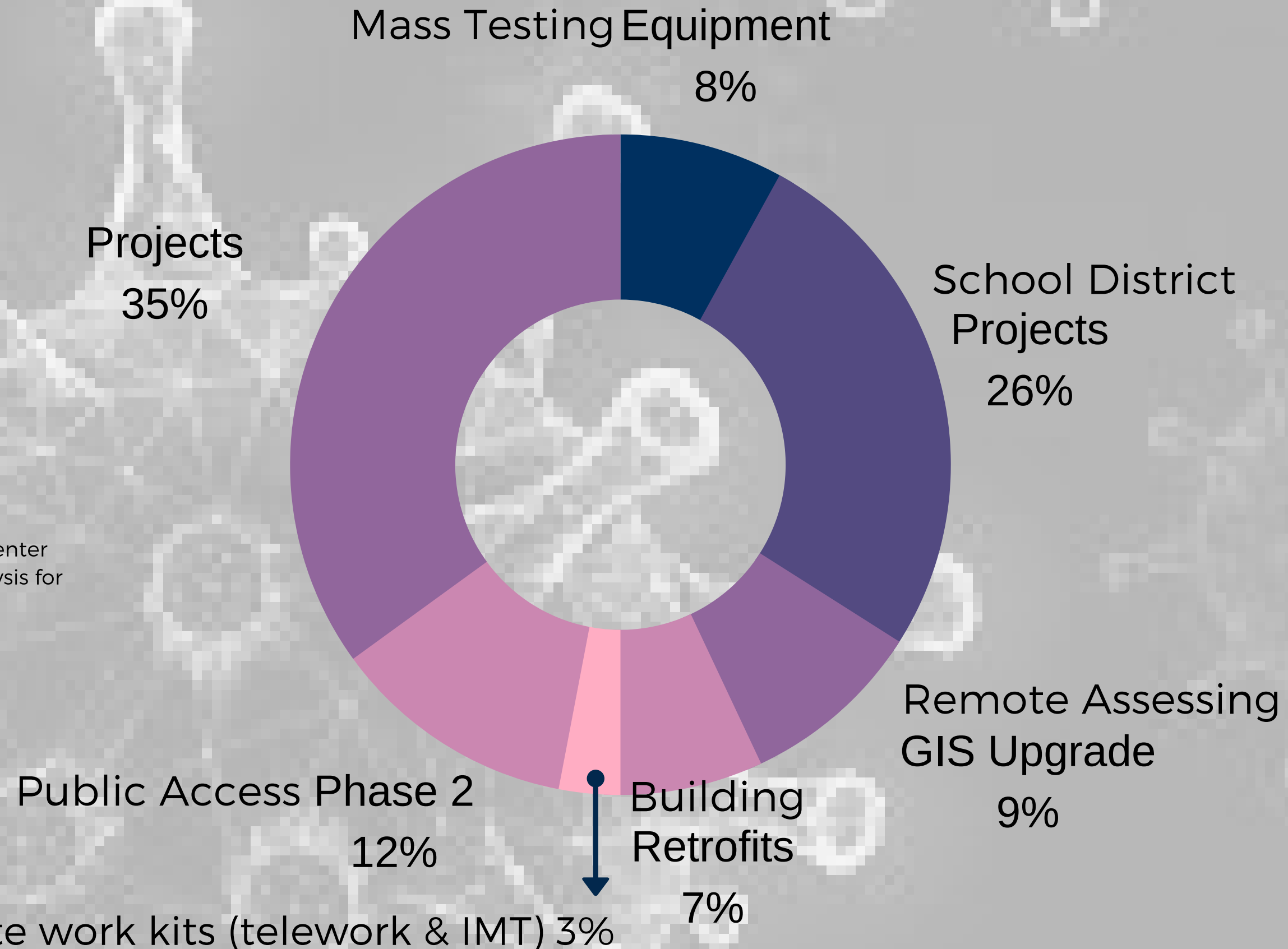
Public
Access
Phase 1
8%

Absentee Vote Campaign 2%
Hospitals 4%
Fund Reserve (~\$2M) 1%



Businesses/Nonprofits,
KPB Sales Tax Penalty Waivers,
and Volunteer Fire
Departments
70%

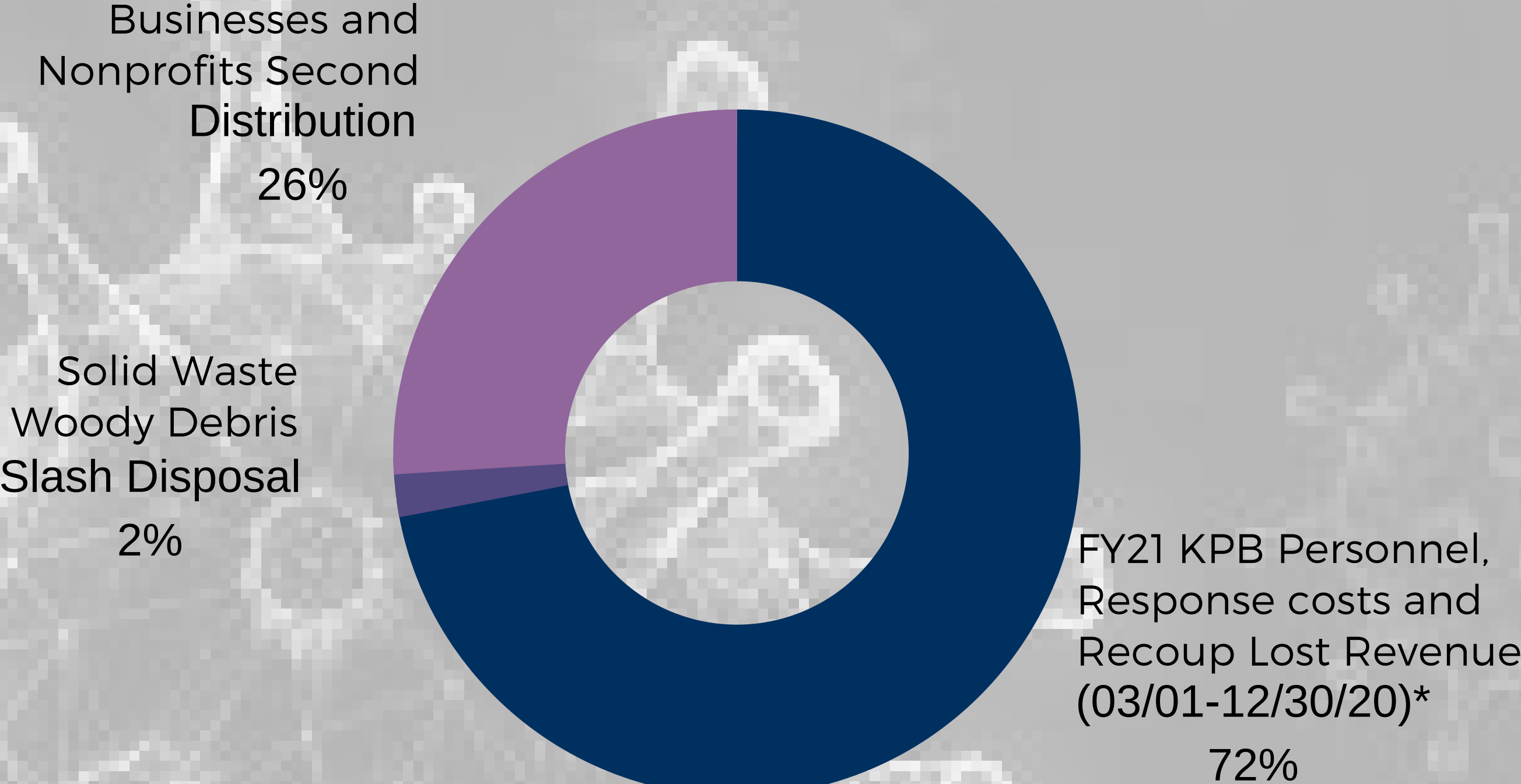
PAYMENT #2 = \$6,453,094 (80%)



Public Access Phase 2

- 9-1-1 Backup Dispatch Answering Center
- Communications Engineering Analysis for redundancy and emergency communications

PAYMENT #3 + 20% OF PAYMENT #2 = \$9,679,640



*Pending CARES Act amendment

BUSINESSES & NONPROFITS: Pre-award to Closeout



Eligibility and Verification

1. Sales Tax History, 990 and/or IRS Schedule C
2. KPB Compliance
3. Application (online option)
4. Certification & Self-attestation
5. Finance threshold verification
6. Grant Program Review
7. Payment Release



Award Thresholds

- \$20K - \$50K = up to \$1,500
- \$50K - \$100K = up to \$4,500
- \$100K - \$250K = up to \$11,250
- \$250K - \$500K = up to \$17,500
- >\$500K = up to \$28,000



Accountability and Closeout

1. Oversight and test awards
2. Issue grant agreements for large awards
3. Adhere to federal regulations
4. Adhere to KPB code and AK Statutes

PUBLIC TRUST: Project Tracking & Transparency

- ✓ **SharePoint - Common Operation Picture**
- ✓ **Informational Campaign**
- ✓ **Facebook Live/Call Center Event(s)**
- ✓ **GIS Dashboard - Life to Date Actions**
- ✓ **In-person Application Sites**
- ✓ **Communications w/ State Programs & Cities**

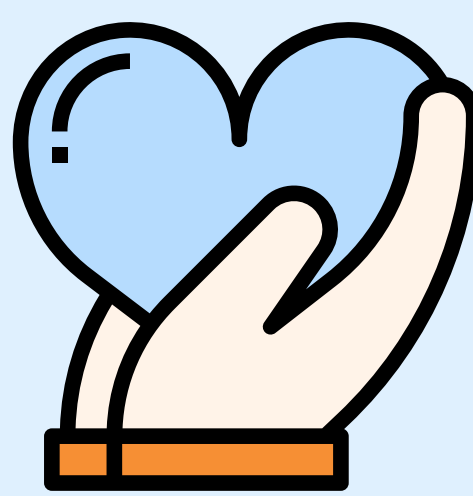
WHOLE TEAM: Project Engagement & Demobilization



POLICY MAKERS
and
ADMINISTRATION



DEPARTMENTS
DIVISIONS
and
SCHOOL
DISTRICT



SERVICE AREAS
First Responders
Hospitals
Recreation
Roads

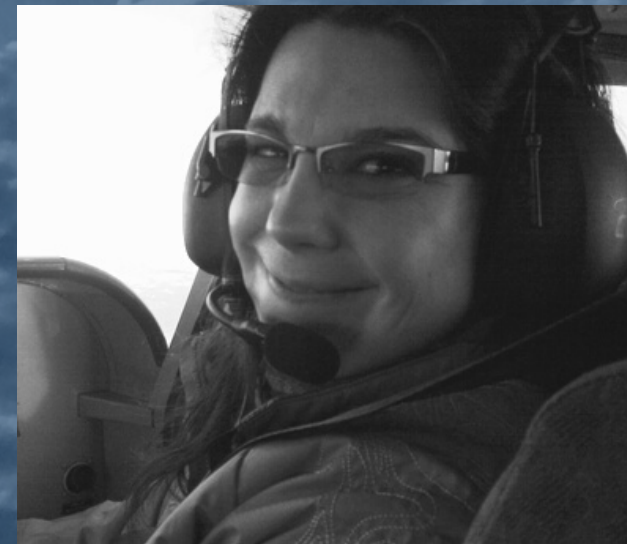


EMERGENCY
MANAGEMENT
and
DISPATCH
CENTER



CITIZENS
COMMUNITIES
CITIES
and
PARTNERS

Questions & Comments



BRENDA AHLBERG

Community & Fiscal Projects Manager

bahlberg@kpb.us

907-714-2153

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Revised Budget (08/11/20)	Proposed amendments (9/1/20) Increase (decrease)	Proposed revised budget (9/1/20)	Additional amendments proposed via Laydown (9/1/20)	Proposed revised budget after laydown (9/1/20)	Amendments proposed via Laydown (9/15/20)	Proposed revised budget after laydown (9/15/20)
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000.47	(8,134,023.00)	6,865,977.47	-	6,865,977.47	200,000.00	7,065,977.47	-	7,065,977.47
CAR02	SINGLE AUDIT FEES	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00
CAR03	REIMB HOSPITAL COSTS	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00
CAR04	VOLUNTEER FIRE & EMS	70,000.00	130,000.00	200,000.00	100,000.00	300,000.00	-	300,000.00	-	300,000.00
CAR05	FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	236,609.87	3,036,609.87	-	3,036,609.87	(200,000.00)	2,836,609.87	-	2,836,609.87
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	531,695.07	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	20,000.00	100,000.00
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	465,013.00	665,013.00
CAR11	KPBSD RESPONSE & PREPAREDNESS	1,700,000.00	(1,300,000.00)	400,000.00	-	400,000.00	-	400,000.00	(250,000.00)	150,000.00
(1) CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	-	650,000.00	-	650,000.00	-	650,000.00	(650,000.00)	-
(1) CAR13	RETROFIT KPB FACILITIES	500,000.00	1,831,695.06	2,331,695.06	-	2,331,695.06	-	2,331,695.06	900,000.00	3,231,695.06
CAR14	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00
CAR15	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	-	600,000.00	-	600,000.00	(200,000.00)	400,000.00	-	400,000.00
CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	200,000.00	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	1,002,000.00
CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTENGENCY	3,648,449.00	(1,630,000.00)	2,018,449.00	(1,147,934.00)	870,515.00	1,700,000.00	2,570,515.00	-	2,570,515.00
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00
CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	-	7,000,000.00	-	7,000,000.00	(1,500,000.00)	5,500,000.00	(485,013.00)	5,014,987.00
CAR22	CITY ALLOCATION	-	8,134,023.00	8,134,023.00	1,047,934.00	9,181,957.00	-	9,181,957.00	-	9,181,957.00
Totals:		37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47
					37,458,449.47	TRUE	37,458,449.47	TRUE	37,458,449.47	TRUE
					TRUE		TRUE		TRUE	

(1) Transferring \$650,000 from CAR12 Hospital Testing Equipment to CAR13 retrofit KPB Facilities to provide funds for air purification systems.

(2) Transferring \$250,000 from CAR11 to CAR13 retrofit KPB Facilities to provide funds for air purification systems.

(3) Transferring \$485,013 from CAR21 to CAR10 and CAR08 to fund the additional costs of the retrofit Assembly Chambers and remote meeting integration.

Count borough wide	Count outside the cities	Estimated Gross Revenues		Sales tax collected		Kenai Grant (Reference)	Borough grants		Borough High Range	
						<i>up to</i>	<i>bottom</i>	<i>Up to</i>	<i>bottom</i>	<i>Up to</i>
2,247	881	-	20,000.00	-	600.00	-	-	-	-	-
1,241	500	20,000.00	50,000.00	600.00	1,500.00	-	-	1,750.00	-	875,000.00
833	300	50,000.00	100,000.00	1,500.00	3,000.00	2,500.00	1,750.00	3,500.00	525,000.00	1,050,000.00
835	225	100,000.00	250,000.00	3,000.00	7,500.00	5,000.00	3,500.00	8,750.00	787,500.00	1,968,750.00
471	200	250,000.00	500,000.00	7,500.00	15,000.00	7,500.00	8,750.00	17,500.00	1,750,000.00	3,500,000.00
826	200	500,000.00	1,000,000.00	15,000.00	30,000.00	10,000.00	17,500.00	35,000.00	3,500,000.00	7,000,000.00
6,453	2,306	inside cities							6,562,500.00	14,393,750.00
	4,147									

Introduced by:	Mayor, Cox, Smalley
Date:	10/13/20
Action:	Adopted
Vote:	7 Yes, 0 No, 0 Absent, 2 Abstained

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-070**

**A RESOLUTION AMENDING THE SPENDING PLAN FOR CARES ACT
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, AND
AUTHORIZING THE MAYOR TO ENTER INTO GRANT OR OTHER AGREEMENTS
WITH ALASKA HOUSING FINANCE CORPORATION TO ADMINISTER A
HOUSING RELIEF PROGRAM**

- WHEREAS,** the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and
- WHEREAS,** Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056, 2020-057, and 2020-069 approved numerous amendments to the spending plan to meet project developments; and
- WHEREAS,** the amended plan transfers \$2,000,000 from CAR21 which will be the “up to” amount available to provide individual housing grants for mortgage and rent relief to qualifying borough residents in the areas outside of the cities who are experiencing economic hardship due to the COVID-19 public health emergency and to assist non-profit organizations that have organized homeless programs; and
- WHEREAS,** the individual grant housing relief program will be administered by the Alaska Housing Finance Corporation (AHFC) at no cost to the borough; and
- WHEREAS,** the AHFC will develop the website, application portal, and provide for a verification process without charging an administrative fee; and
- WHEREAS,** this program will largely mirror the criteria and programs that the cities of Kenai, Soldotna, and the City of Kachemak have partnered with the AHFC to administer; and
- WHEREAS,** the AHFC administered the Alaska Housing Relief Program earlier this summer, which provided up to \$1,200 for each eligible household to assist with housing costs for the period of September 1, 2020 to December 30, 2020, payable directly to their lender or landlord; and

WHEREAS, there is a community need for additional housing support which may only continue to grow as this health emergency extends into the winter; and

WHEREAS, AHFC will administer the housing relief program for the area outside the cities via a sub-recipient grant agreement and using CARES Act CRF funds granted to the borough; and

WHEREAS, the use of these funds for this purpose follows CARES Act CRF requirements as interpreted by the US Department of the Treasury's guidance for local governments, which allows for necessary expenditures incurred due to the COVID-19 public health emergency and for second order effects of the emergency; and

WHEREAS, the AHFC and the borough may also need to enter into a Memorandum of Agreement (MOA) to accomplish the goals of this program in partnership with the AHFC; and

WHEREAS, this spending plan amendment is described as the "housing relief program amendment" due to the fact that two separate proposed amendments to the spending plan will be considered at the October 13, 2020 assembly meeting; and

WHEREAS, Alaska Statute 29.35.040 authorizes the borough in an area declared by the President or Governor to be a disaster area to participate in and provide for housing on a nonarea-wide basis; and

WHEREAS, it is in the borough's best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the Coronavirus Relief Fund Spending Plan – Amended October 13, 2020, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That the mayor is authorized to execute a sub-recipient grant agreement with AHFC for the administration of the housing relief program, and the mayor is authorized to enter into an MOA, or other necessary agreements, to establish and make amendments to grant guidelines or other program criteria as necessary to carry out the lawful and efficient administration of the program.

SECTION 3. Any unused or undistributed funds allocated for the purpose of this housing relief program to provide individual housing grants for mortgage and rent relief to qualifying borough residents in the areas outside of the cities who are experiencing economic hardship due to the COVID-19 public health emergency may be allocated to provide assistance to non-profit organizations that have established homeless or

temporary housing programs up to a total assistance amount of \$200,000 per grantee, including any previously issued borough CRF grants.

SECTION 4. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 13TH DAY OF OCTOBER, 2020.

Yes: Bjorkman, Blakeley, Carpenter, Hibbert, Johnson, Smalley, Cooper

No: None

Absent: None

Abstained: Cox, Dunne



Kenai Peninsula Borough

CARES Act Coronavirus Relief Fund

Assembly Work Session Presentation ~ June 11, 2020 ~ 2:00 PM

Project Introduction: The Bullet Points

- \$ Fund uses and restrictions**
- \$ Payment Installments**
- \$ Application Process**
- \$ Transparency and Public Engagement**
- \$ Program Demobilization**

CARES Act: Coronavirus Relief Fund

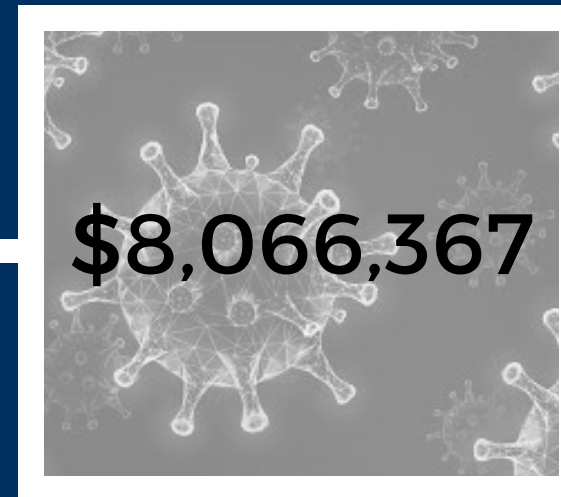
- 💰 Social Security Act, Section 601**
- 💰 OMB Unified Guidance 2 CFR 200**
- 💰 Borough Code of Ordinances**
- 💰 Alaska State Statutes**

Relief Fund Payments & Proposed Spending Plan



PAYMENT #1

- Businesses/Nonprofits
- Sales tax waivers
- Hospital Protective Measures
- Volunteer Fire Departments
- KPB Fire & EMS, Response, and Personnel costs
- Absentee Vote-by-Mail
- Public Access through Technology - Phase 1



PAYMENT #2

- School District Projects
- Mass Testing Equipment
- Building Retrofits
- IMT & Telework Remote Work Kits/Upgrades
- GIS Upgrades for Remote Assessments
- Public Access through Technology - Phase 2



PAYMENT #3

- Second Distribution to Businesses/Nonprofits
- Solid Waste Disposal Sites
- FY21 KPB personnel, response, recovery costs
- Lost Revenue*

PAYMENT #1 = \$21,325,715

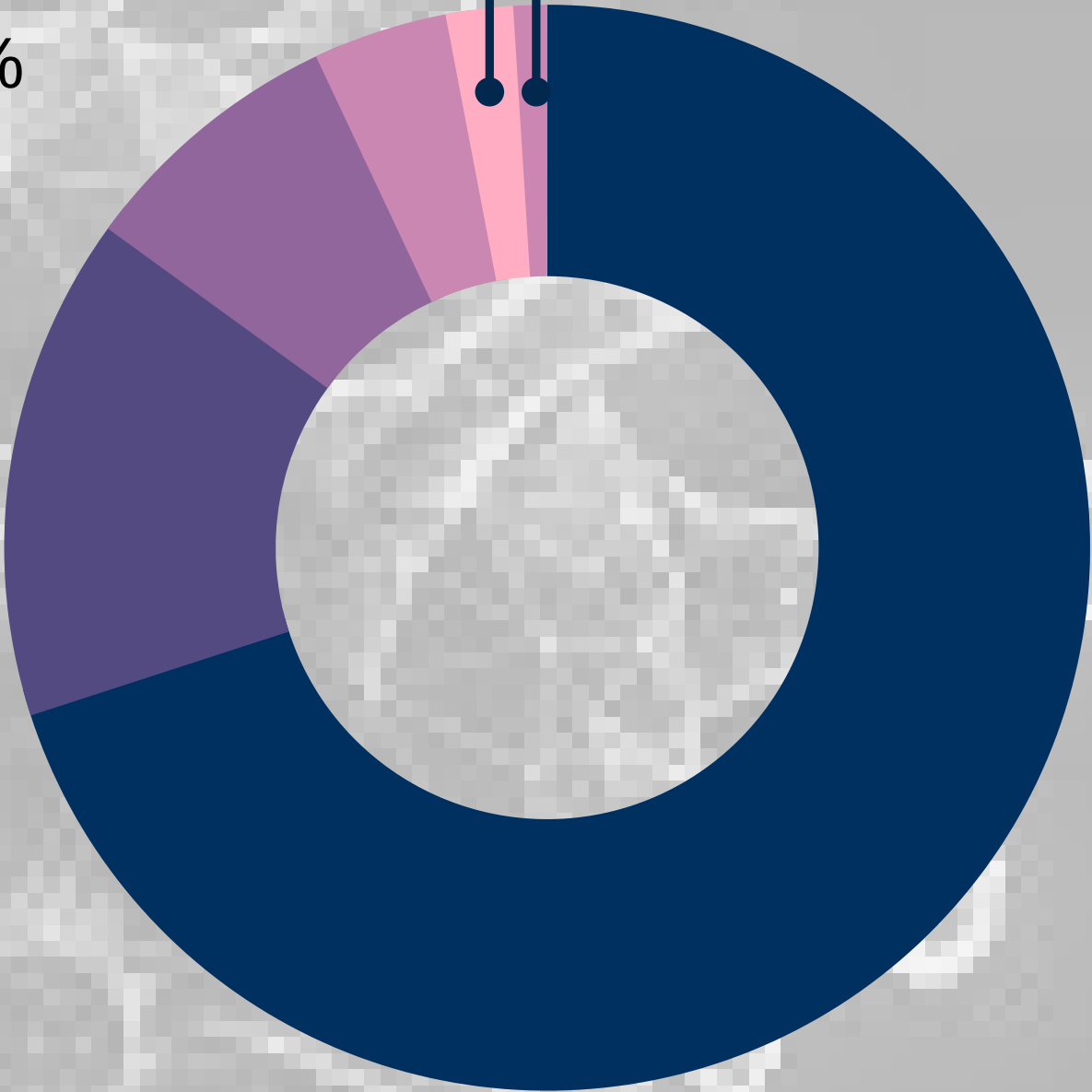
Public Access through Technology Phase 1

- Remote meeting integration in chambers, remote site public meeting hard/software
- Retrofit Chambers - physical distancing
- Improved public access to internet, i.e. towers and communication infrastructure grants.

KPB Departments,
Service Areas response,
supplies, and personnel
Costs (06/30/20)
15%

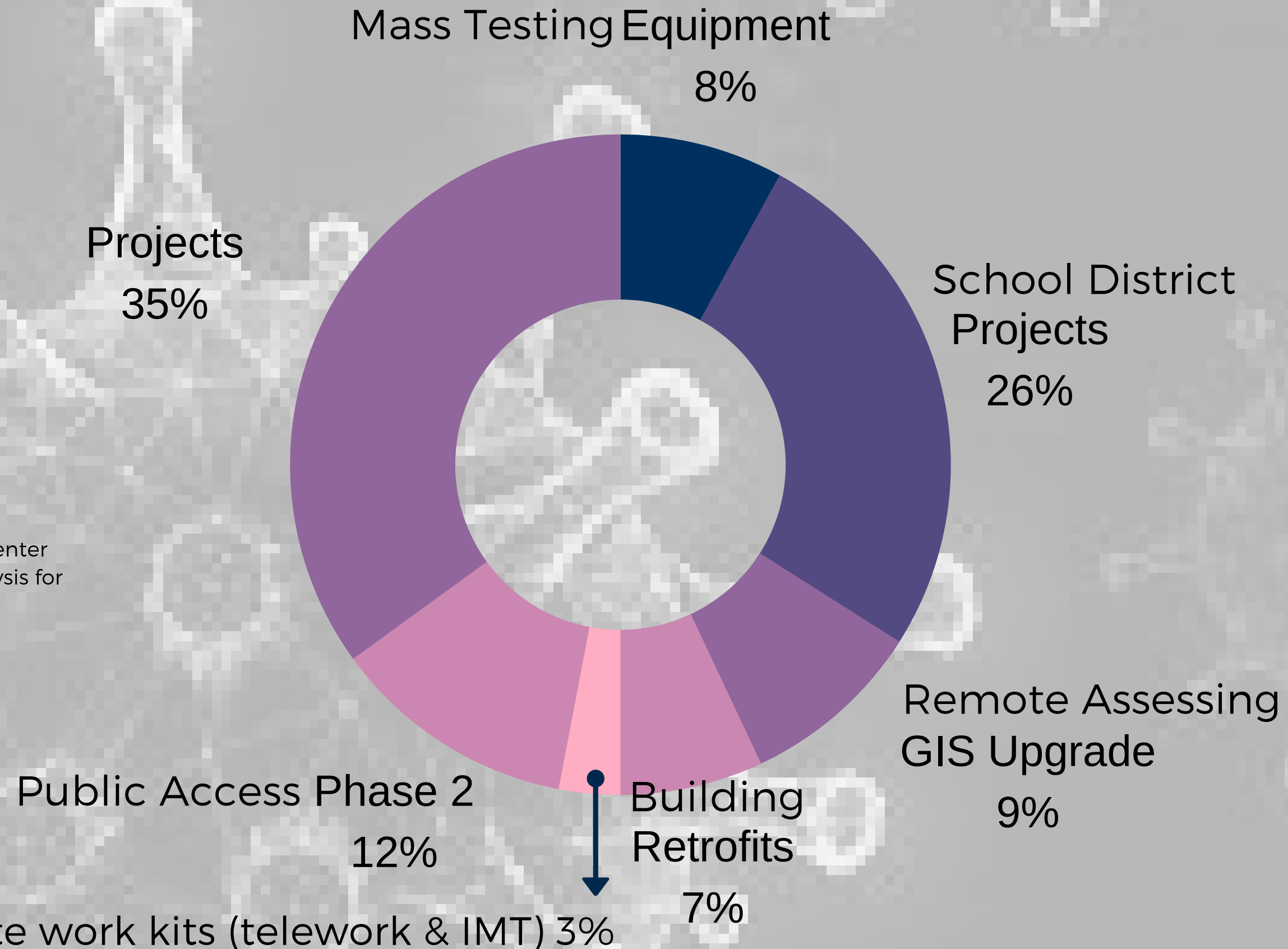
Public
Access
Phase 1
8%

Absentee Vote Campaign 2%
Hospitals 4%
Fund Reserve (~\$2M) 1%



Businesses/Nonprofits,
KPB Sales Tax Penalty Waivers,
and Volunteer Fire
Departments
70%

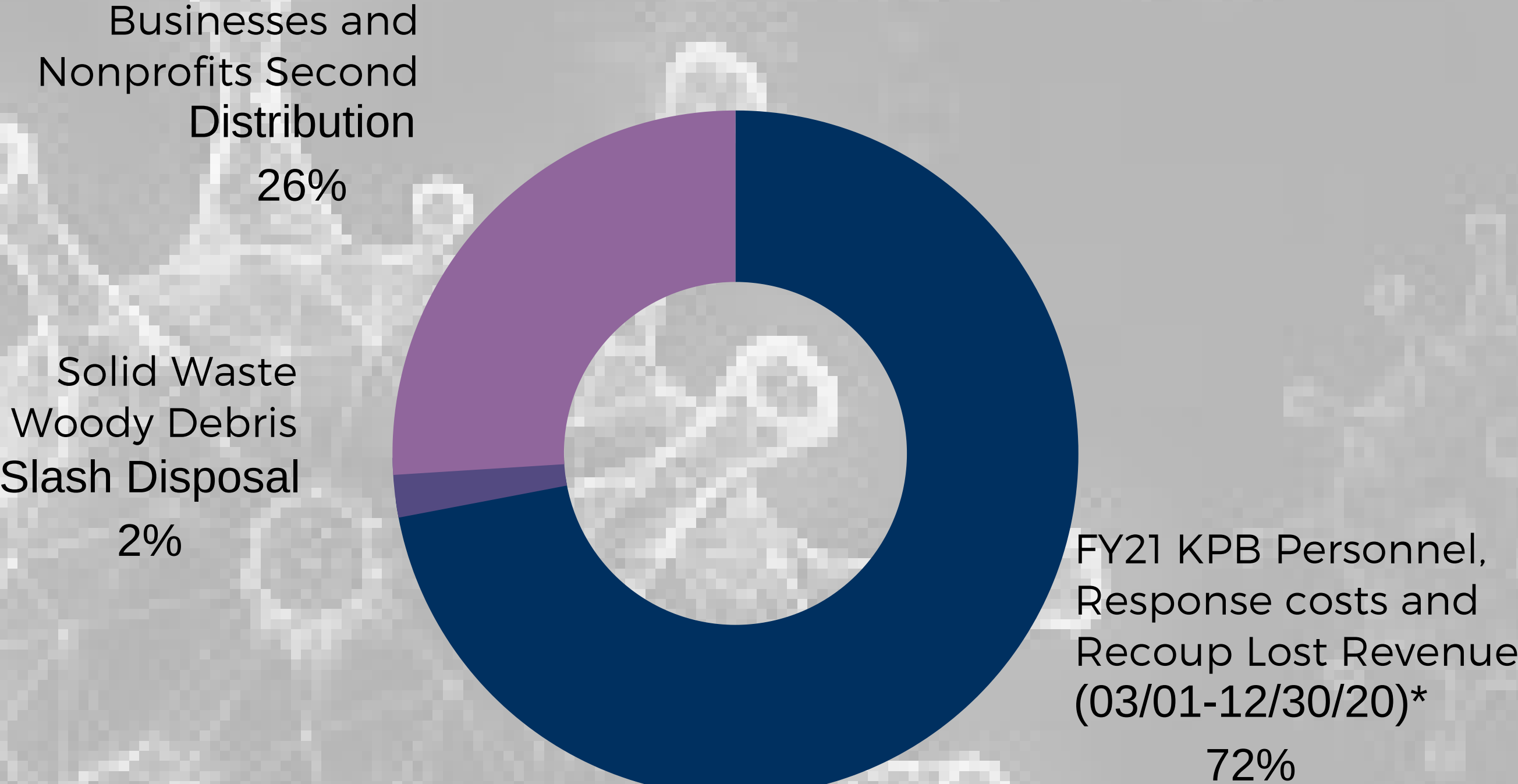
PAYMENT #2 = \$6,453,094 (80%)



Public Access Phase 2

- 9-1-1 Backup Dispatch Answering Center
- Communications Engineering Analysis for redundancy and emergency communications

PAYMENT #3 + 20% OF PAYMENT #2 = \$9,679,640



*Pending CARES Act amendment

BUSINESSES & NONPROFITS: Pre-award to Closeout



Eligibility and Verification

1. Sales Tax History, 990 and/or IRS Schedule C
2. KPB Compliance
3. Application (online option)
4. Certification & Self-attestation
5. Finance threshold verification
6. Grant Program Review
7. Payment Release



Award Thresholds

- \$20K - \$50K = up to \$1,500
- \$50K - \$100K = up to \$4,500
- \$100K - \$250K = up to \$11,250
- \$250K - \$500K = up to \$17,500
- >\$500K = up to \$28,000



Accountability and Closeout

1. Oversight and test awards
2. Issue grant agreements for large awards
3. Adhere to federal regulations
4. Adhere to KPB code and AK Statutes

PUBLIC TRUST: Project Tracking & Transparency

- ✓ **SharePoint - Common Operation Picture**
- ✓ **Informational Campaign**
- ✓ **Facebook Live/Call Center Event(s)**
- ✓ **GIS Dashboard - Life to Date Actions**
- ✓ **In-person Application Sites**
- ✓ **Communications w/ State Programs & Cities**

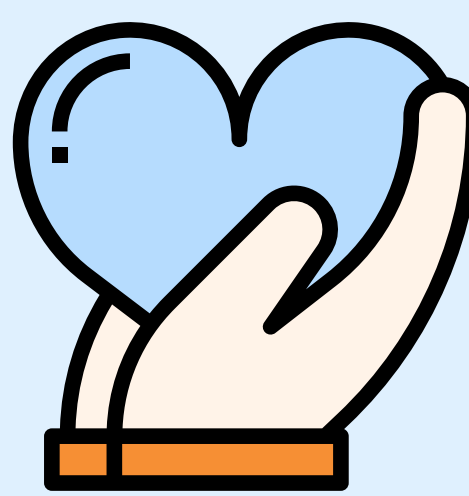
WHOLE TEAM: Project Engagement & Demobilization



POLICY MAKERS
and
ADMINISTRATION



DEPARTMENTS
DIVISIONS
and
SCHOOL
DISTRICT



SERVICE AREAS
First Responders
Hospitals
Recreation
Roads

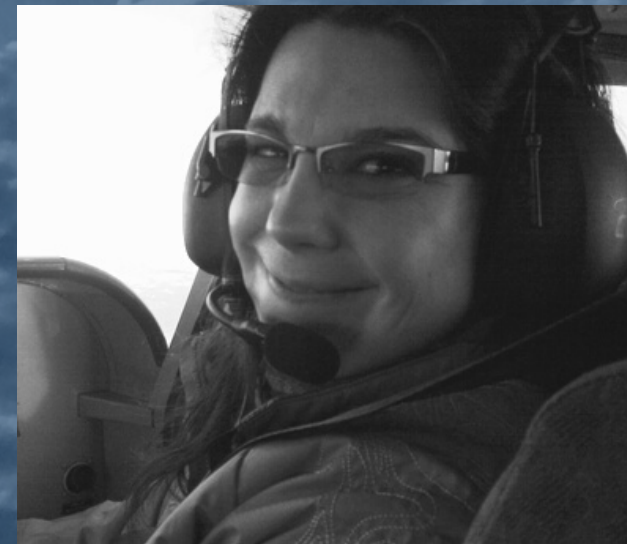


EMERGENCY
MANAGEMENT
and
DISPATCH
CENTER



CITIZENS
COMMUNITIES
CITIES
and
PARTNERS

Questions & Comments



BRENDA AHLBERG

Community & Fiscal Projects Manager

bahlberg@kpb.us

907-714-2153

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Revised Budget (08/11/20)	Proposed amendments (9/1/20) Increase (decrease)	Proposed revised budget (9/1/20)	Additional amendments proposed via Laydown (9/1/20)	Proposed revised budget after laydown (9/1/20)	Amendments proposed via Laydown (9/15/20)	Proposed revised budget after laydown (9/15/20)	Amendments proposed Reso (10/13/20)	Proposed revised budget after Reso (10/13/20)	LTD Exp + Encumbrances	Remaining Bal
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000.47	(8,134,023.00)	6,865,977.47	-	6,865,977.47	200,000.00	7,065,977.47	-	7,065,977.47	-	7,065,977.47	6,320,365.25	745,612.22
CAR02	SINGLE AUDIT FEES	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00
CAR03	REIMB HOSPITAL COSTS	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	300,000.00	500,000.00
CAR04	VOLUNTEER FIRE & EMS	70,000.00	130,000.00	200,000.00	100,000.00	300,000.00	-	300,000.00	-	300,000.00	-	300,000.00	160,000.00	140,000.00
CAR05	FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	236,609.87	3,036,609.87	-	3,036,609.87	(200,000.00)	2,836,609.87	-	2,836,609.87	-	2,836,609.87	891,121.00	1,945,488.87
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	531,695.07	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	205,842.11	825,852.96
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	113,780.11	486,219.89
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	20,000.00	100,000.00	-	100,000.00	1,249.19	98,750.81
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	391.48	1,999,608.52
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	465,013.00	665,013.00	-	665,013.00	36,235.78	628,777.22
CAR11	KPBSD RESPONSE & PREPAREDNESS	1,700,000.00	(1,300,000.00)	400,000.00	-	400,000.00	-	400,000.00	(250,000.00)	150,000.00	-	150,000.00	104,928.72	45,071.28
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	-	650,000.00	-	650,000.00	-	650,000.00	(650,000.00)	-	-	-	-	-
CAR13	RETROFIT KPB FACILITIES	500,000.00	1,831,695.06	2,331,695.06	-	2,331,695.06	-	2,331,695.06	900,000.00	3,231,695.06	-	3,231,695.06	30,370.72	3,201,324.34
CAR14														
CAR15	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	51,693.76	15,306.24
CAR16	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	53,244.51	62,755.49
CAR17	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	-	600,000.00	-	600,000.00	(200,000.00)	400,000.00	-	400,000.00	-	400,000.00	382,063.94	17,936.06
CAR18	TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	200,000.00	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	1,002,000.00	754,320.13	247,679.87
CAR19	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	83,721.04	16,278.96
CAR20	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTINGENCY	3,648,449.00	(1,630,000.00)	2,018,449.00	(1,147,934.00)	870,515.00	1,700,000.00	2,570,515.00	-	2,570,515.00	-	2,570,515.00	8,457.42	2,562,057.58
CAR21	SOLID WASTE DEBRIS/SWASH DISPOSAL	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	64,090.73	135,909.27
(1)	CAR21 FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	-	7,000,000.00	-	7,000,000.00	(1,500,000.00)	5,500,000.00	(485,013.00)	5,014,987.00	(2,000,000.00)	3,014,987.00	14,158.17	3,000,828.83
CAR22	CITY ALLOCATION	-	8,134,023.00	8,134,023.00	1,047,934.00	9,181,957.00	-	9,181,957.00	-	9,181,957.00	-	9,181,957.00	9,181,957.00	-
(1)	CAR23 HOUSING RELIEF PROGRAM	-	-	-	-	-	-	-	-	-	2,000,000.00	2,000,000.00	-	2,000,000.00
CAR24	POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals:		37,458,449.47	0.00	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	18,757,991.06	18,700,458.41

(1) Transferring \$2,000,000 from CAR21 to (new) CAR23 to provide funding for COVID-related assistance to qualified households outside of municipal boundaries.

Count borough wide	Count outside the cities	Estimated Gross Revenues		Sales tax collected		Kenai Grant (Reference)	Borough grants		Borough High Range	
						<i>up to</i>	<i>bottom</i>	<i>Up to</i>	<i>bottom</i>	<i>Up to</i>
2,247	881	-	20,000.00	-	600.00	-	-	-	-	-
1,241	500	20,000.00	50,000.00	600.00	1,500.00	-	-	1,750.00	-	875,000.00
833	300	50,000.00	100,000.00	1,500.00	3,000.00	2,500.00	1,750.00	3,500.00	525,000.00	1,050,000.00
835	225	100,000.00	250,000.00	3,000.00	7,500.00	5,000.00	3,500.00	8,750.00	787,500.00	1,968,750.00
471	200	250,000.00	500,000.00	7,500.00	15,000.00	7,500.00	8,750.00	17,500.00	1,750,000.00	3,500,000.00
826	200	500,000.00	1,000,000.00	15,000.00	30,000.00	10,000.00	17,500.00	35,000.00	3,500,000.00	7,000,000.00
6,453	2,306	inside cities							6,562,500.00	14,393,750.00
	4,147									

Introduced by:	Mayor
Date:	10/13/20
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-071**

**A RESOLUTION AMENDING THE SPENDING PLAN APPROVED FOR CARES ACT
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, TO
FUND RETROFITTING OF THE BOROUGH'S POPPY LANE FACILITY AND TO
SUPPLEMENT THE TECH-911 BACKUP DISPATCH ANSWERING CENTER
PROJECT**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan ("spending plan") for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056, 2020-057, and 2020-069 approved numerous amendments to the spending plan to meet project developments; and

WHEREAS, Resolution 2020-070, the fourth amendment to the spending plan, was submitted separately for the assembly's consideration at the October 13, 2020 meeting; and

WHEREAS, this fifth amendment to the spending plan will transfer \$216,901.15 from CAR13 to new CAR24 to retrofit the borough's Poppy Lane facility for purposes of providing for the separation of public and KPB employee spaces, allow for queuing of public and contract personnel, provide a larger conference room space to allow for better social distancing practices for both public and KPB employees, reconfiguration of four office spaces that currently do not maintain recommended social distancing, and improvement to building circulation; and

WHEREAS, this amendment to the spending plan will transfer \$10,000 from CAR18 to CAR17 project title Technology 911 Backup Dispatch Answering Center; and

WHEREAS, it is in the borough's best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended October 13, 2020, transferring \$216,901.15 from CAR 13 to new CAR24, and transferring \$10,000 from CAR18 to CAR17 project title

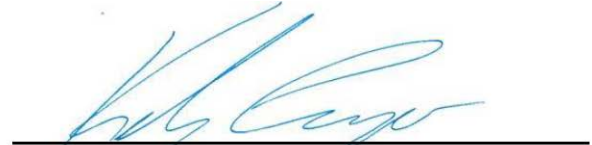
Technology 911 Backup Dispatch Answering Center a copy of which is attached hereto and incorporated herein by reference.

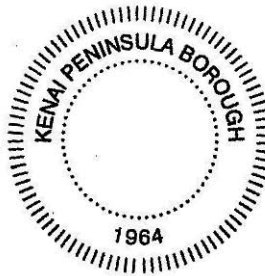
SECTION 2. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 13TH DAY OF OCTOBER, 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



Kenai Peninsula Borough

CARES Act Coronavirus Relief Fund

Assembly Work Session Presentation ~ June 11, 2020 ~ 2:00 PM

Project Introduction: The Bullet Points

- \$ Fund uses and restrictions**
- \$ Payment Installments**
- \$ Application Process**
- \$ Transparency and Public Engagement**
- \$ Program Demobilization**

CARES Act: Coronavirus Relief Fund

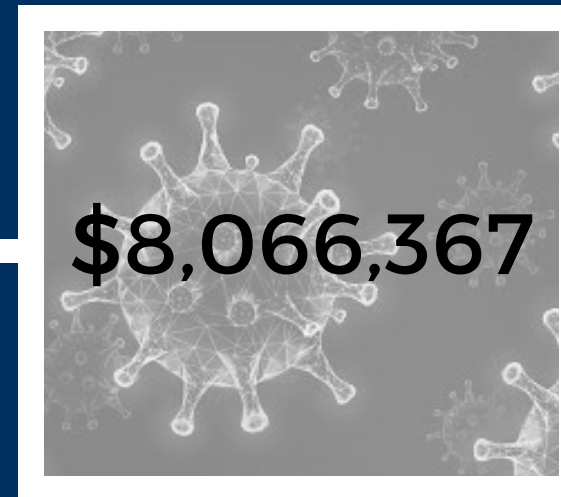
- 💰 Social Security Act, Section 601**
- 💰 OMB Unified Guidance 2 CFR 200**
- 💰 Borough Code of Ordinances**
- 💰 Alaska State Statutes**

Relief Fund Payments & Proposed Spending Plan



PAYMENT #1

- Businesses/Nonprofits
- Sales tax waivers
- Hospital Protective Measures
- Volunteer Fire Departments
- KPB Fire & EMS, Response, and Personnel costs
- Absentee Vote-by-Mail
- Public Access through Technology - Phase 1



PAYMENT #2

- School District Projects
- Mass Testing Equipment
- Building Retrofits
- IMT & Telework Remote Work Kits/Upgrades
- GIS Upgrades for Remote Assessments
- Public Access through Technology - Phase 2



PAYMENT #3

- Second Distribution to Businesses/Nonprofits
- Solid Waste Disposal Sites
- FY21 KPB personnel, response, recovery costs
- Lost Revenue*

PAYMENT #1 = \$21,325,715

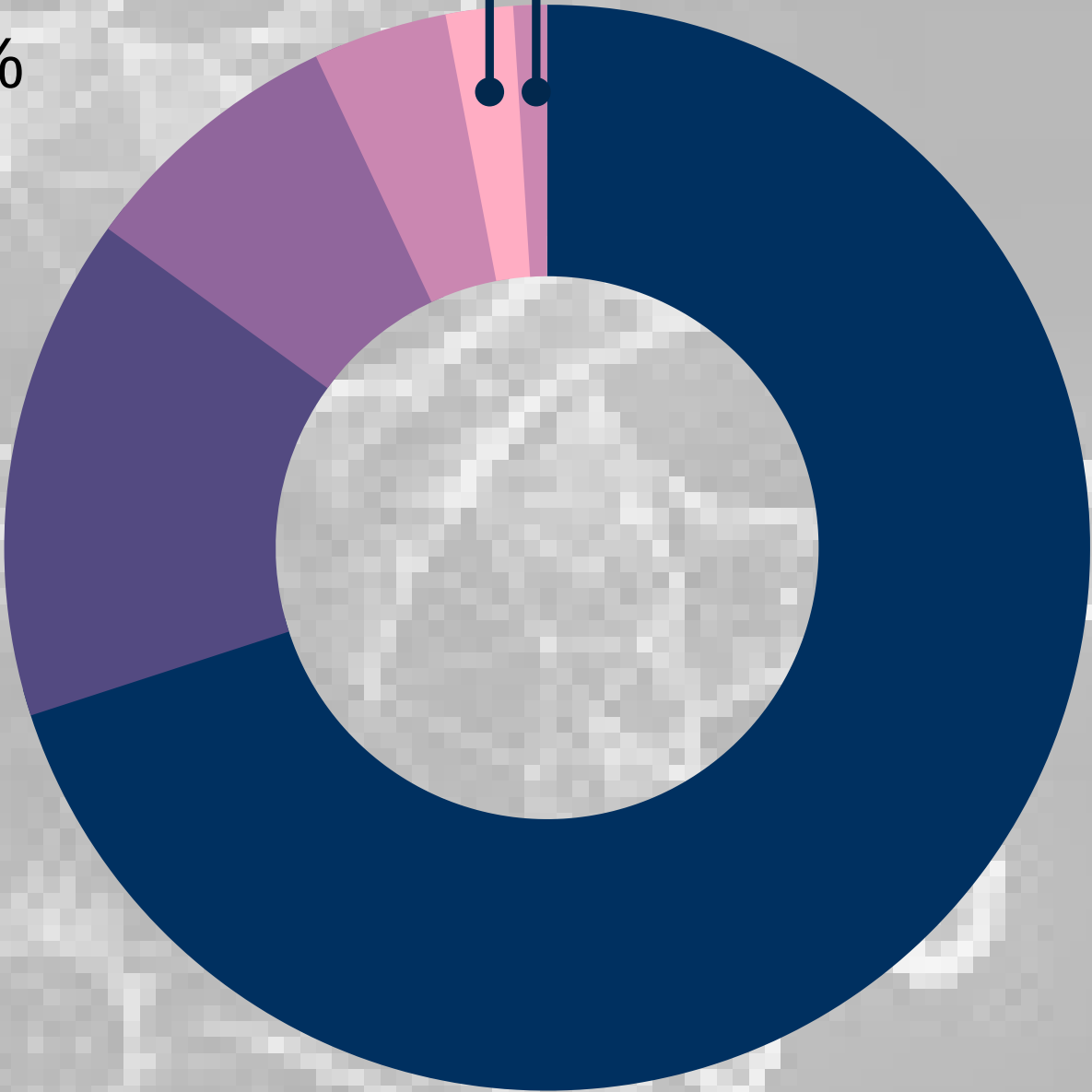
Public Access through Technology Phase 1

- Remote meeting integration in chambers, remote site public meeting hard/software
- Retrofit Chambers - physical distancing
- Improved public access to internet, i.e. towers and communication infrastructure grants.

KPB Departments,
Service Areas response,
supplies, and personnel
Costs (06/30/20)
15%

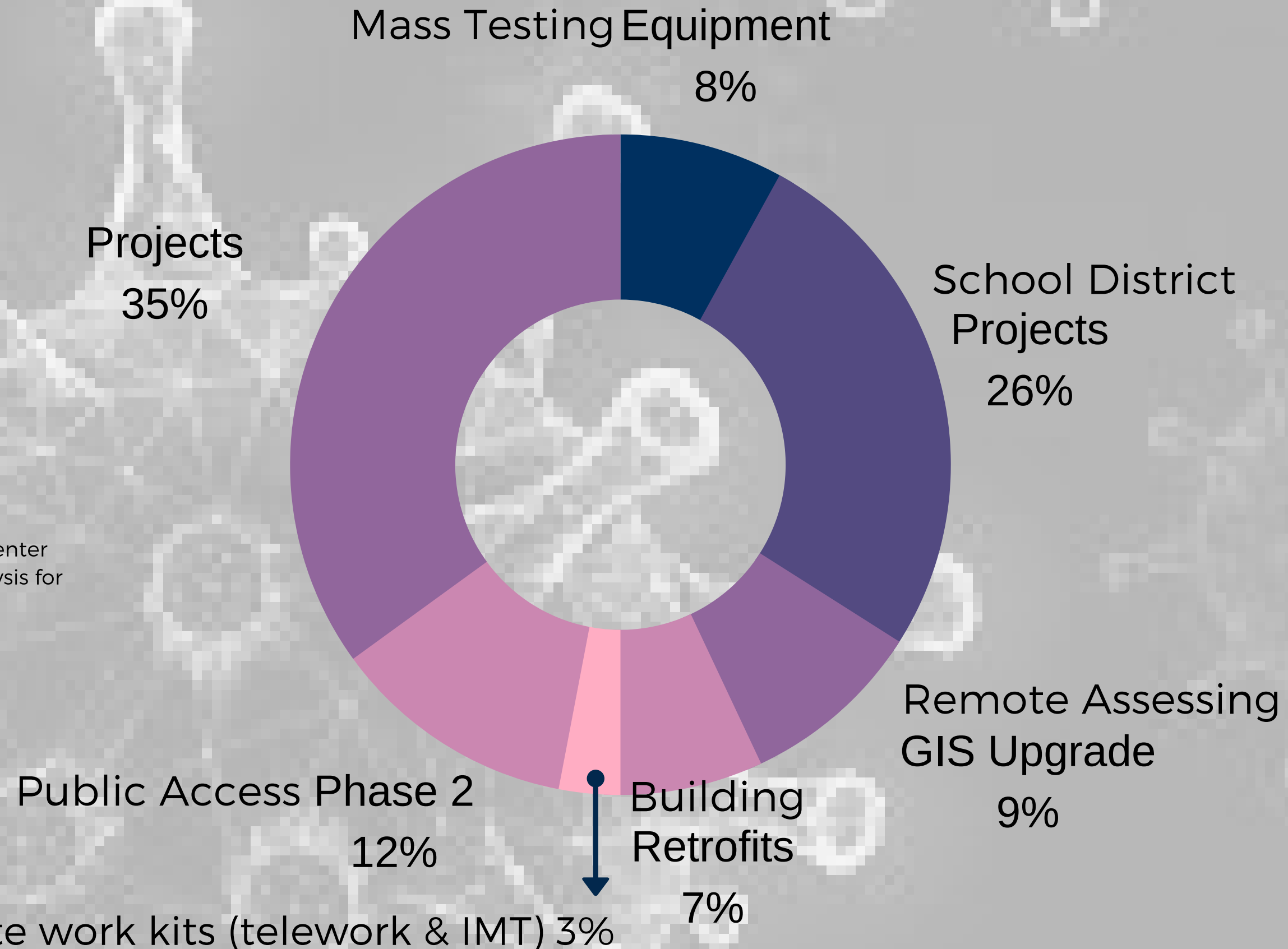
Public
Access
Phase 1
8%

Absentee Vote Campaign 2%
Hospitals 4%
Fund Reserve (~\$2M) 1%



Businesses/Nonprofits,
KPB Sales Tax Penalty Waivers,
and Volunteer Fire
Departments
70%

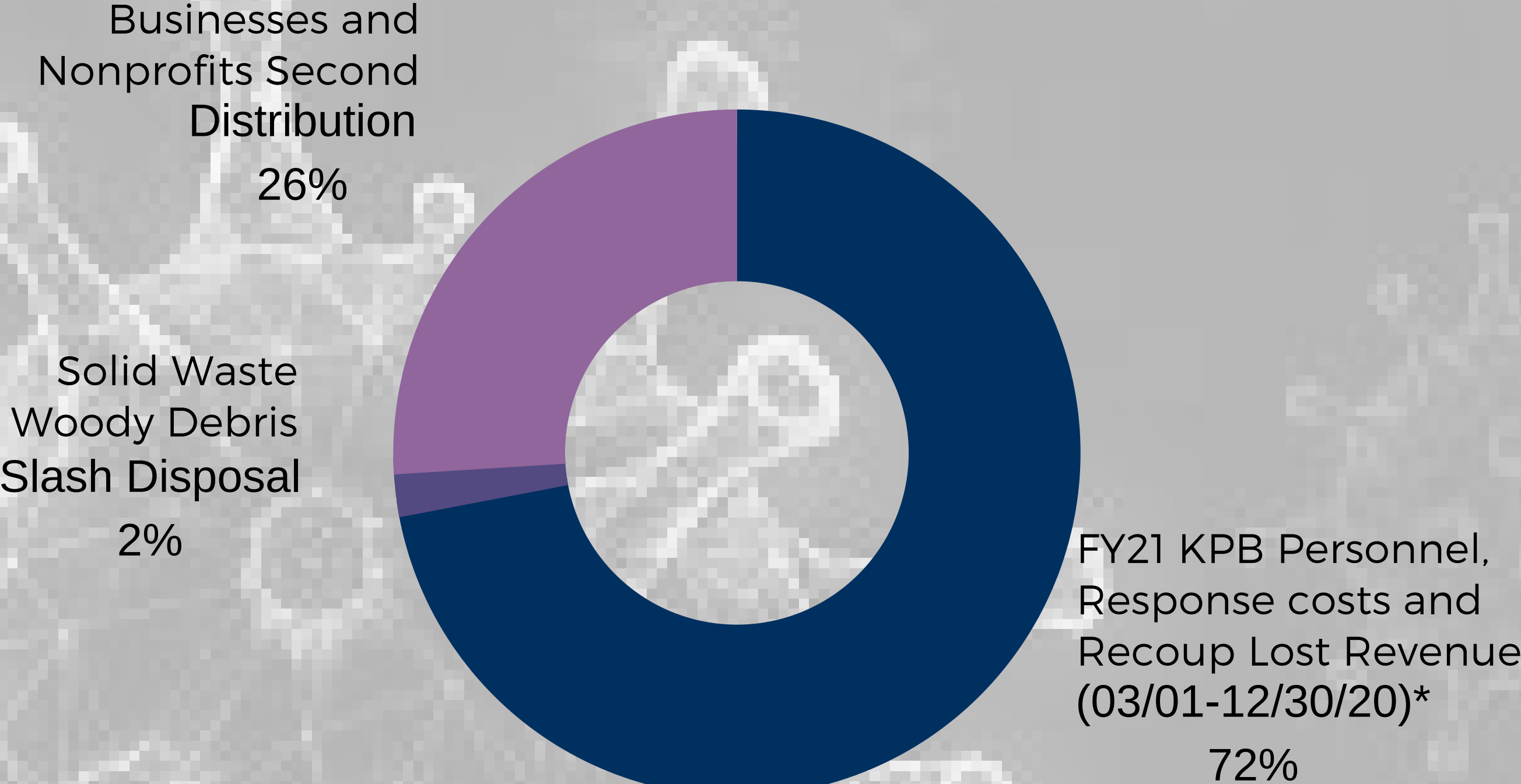
PAYMENT #2 = \$6,453,094 (80%)



Public Access Phase 2

- 9-1-1 Backup Dispatch Answering Center
- Communications Engineering Analysis for redundancy and emergency communications

PAYMENT #3 + 20% OF PAYMENT #2 = \$9,679,640



*Pending CARES Act amendment

BUSINESSES & NONPROFITS: Pre-award to Closeout



Eligibility and Verification

1. Sales Tax History, 990 and/or IRS Schedule C
2. KPB Compliance
3. Application (online option)
4. Certification & Self-attestation
5. Finance threshold verification
6. Grant Program Review
7. Payment Release



Award Thresholds

- \$20K - \$50K = up to \$1,500
- \$50K - \$100K = up to \$4,500
- \$100K - \$250K = up to \$11,250
- \$250K - \$500K = up to \$17,500
- >\$500K = up to \$28,000



Accountability and Closeout

1. Oversight and test awards
2. Issue grant agreements for large awards
3. Adhere to federal regulations
4. Adhere to KPB code and AK Statutes

PUBLIC TRUST: Project Tracking & Transparency

- ✓ **SharePoint - Common Operation Picture**
- ✓ **Informational Campaign**
- ✓ **Facebook Live/Call Center Event(s)**
- ✓ **GIS Dashboard - Life to Date Actions**
- ✓ **In-person Application Sites**
- ✓ **Communications w/ State Programs & Cities**

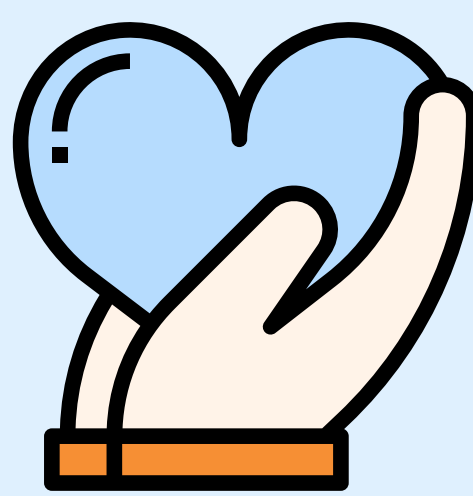
WHOLE TEAM: Project Engagement & Demobilization



POLICY MAKERS
and
ADMINISTRATION



DEPARTMENTS
DIVISIONS
and
SCHOOL
DISTRICT



SERVICE AREAS
First Responders
Hospitals
Recreation
Roads

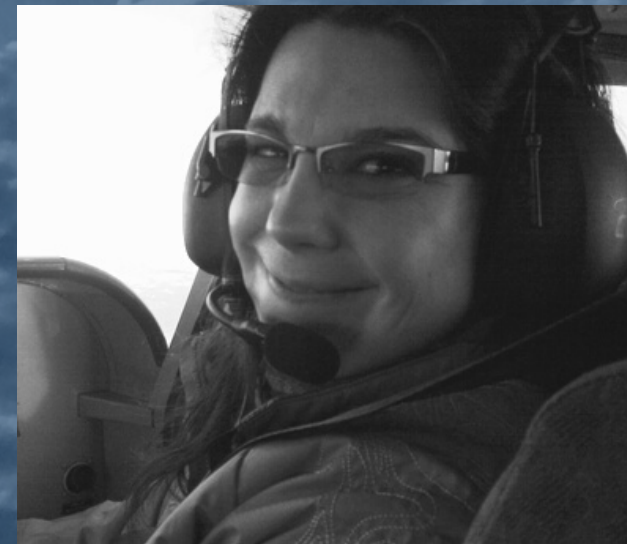


EMERGENCY
MANAGEMENT
and
DISPATCH
CENTER



CITIZENS
COMMUNITIES
CITIES
and
PARTNERS

Questions & Comments



BRENDA AHLBERG

Community & Fiscal Projects Manager

bahlberg@kpb.us

907-714-2153

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Revised Budget (08/11/20)	Proposed amendments (9/1/20) Increase (decrease)	Proposed revised budget (9/1/20)	Additional amendments proposed via Laydown (9/1/20)	Proposed revised budget after laydown (9/1/20)	Amendments proposed via Laydown (9/15/20)	Proposed revised budget after laydown (9/15/20)	Amendments proposed Reso (10/13/20)	Proposed revised budget after Reso (10/13/20)	LTD Exp + Encumbrances	Remaining Bal
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000.47	(8,134,023.00)	6,865,977.47	-	6,865,977.47	200,000.00	7,065,977.47	-	7,065,977.47	-	7,065,977.47	6,320,365.25	745,612.22
CAR02	SINGLE AUDIT FEES	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00
CAR03	REIMB HOSPITAL COSTS	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	300,000.00	500,000.00
CAR04	VOLUNTEER FIRE & EMS	70,000.00	130,000.00	200,000.00	100,000.00	300,000.00	-	300,000.00	-	300,000.00	-	300,000.00	160,000.00	140,000.00
CAR05	FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	236,609.87	3,036,609.87	-	3,036,609.87	(200,000.00)	2,836,609.87	-	2,836,609.87	-	2,836,609.87	891,121.00	1,945,488.87
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	531,695.07	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	205,842.11	825,852.96
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	113,780.11	486,219.89
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	20,000.00	100,000.00	-	100,000.00	1,249.19	98,750.81
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	391.48	1,999,608.52
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	465,013.00	665,013.00	-	665,013.00	36,235.78	628,777.22
CAR11	KPBSD RESPONSE & PREPAREDNESS	1,700,000.00	(1,300,000.00)	400,000.00	-	400,000.00	-	400,000.00	(250,000.00)	150,000.00	-	150,000.00	104,928.72	45,071.28
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	-	650,000.00	-	650,000.00	-	650,000.00	(650,000.00)	-	-	-	-	-
(2) CAR13	RETROFIT KPB FACILITIES	500,000.00	1,831,695.06	2,331,695.06	-	2,331,695.06	-	2,331,695.06	900,000.00	3,231,695.06	(216,901.15)	3,014,793.91	30,370.72	2,984,423.19
CAR14														
CAR15	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	51,693.76	15,306.24
	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	53,244.51	62,755.49
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	-	600,000.00	-	600,000.00	(200,000.00)	400,000.00	-	400,000.00	-	400,000.00	382,063.94	17,936.06
(3) CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	200,000.00	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	1,002,000.00	10,000.00	1,012,000.00	754,320.13	257,679.87
(3) CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	(10,000.00)	90,000.00	83,721.04	6,278.96
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTINGENCY	3,648,449.00	(1,630,000.00)	2,018,449.00	(1,147,934.00)	870,515.00	1,700,000.00	2,570,515.00	-	2,570,515.00	-	2,570,515.00	8,457.42	2,562,057.58
CAR20	SOLID WASTE DEBRIS/SWASH DISPOSAL	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	64,090.73	135,909.27
(1) CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	-	7,000,000.00	-	7,000,000.00	(1,500,000.00)	5,500,000.00	(485,013.00)	5,014,987.00	(2,000,000.00)	3,014,987.00	14,158.17	3,000,828.83
CAR22	CITY ALLOCATION	-	8,134,023.00	8,134,023.00	1,047,934.00	9,181,957.00	-	9,181,957.00	-	9,181,957.00	-	9,181,957.00	9,181,957.00	-
(1) CAR23	HOUSING RELIEF PROGRAM	-	-	-	-	-	-	-	-	-	2,000,000.00	2,000,000.00	-	2,000,000.00
(2) CAR24	POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	-	-	-	-	-	-	-	-	216,901.15	216,901.15	-	216,901.15
Totals:		37,458,449.47	0.00	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	18,757,991.06	18,700,458.41

(1) Transferring \$2,000,000 from CAR21 to (new) CAR23 to provide funding for COVID-related assistance to qualified households outside of municipal boundaries.

(2) Transferring \$216,901.15 from CAR13 to (new) CAR24 to fund retrofits to the Poppy Lane Borough Facility to accommodate separation for the public and better social distancing practices.

(3) Transferring \$10,000 from CAR18 to CAR17 to supplement "Technology 911 Backup Dispatch Answering Center."

Count borough wide	Count outside the cities	Estimated Gross Revenues		Sales tax collected		Kenai Grant (Reference)	Borough grants		Borough High Range	
						<i>up to</i>	<i>bottom</i>	<i>Up to</i>	<i>bottom</i>	<i>Up to</i>
2,247	881	-	20,000.00	-	600.00	-	-	-	-	-
1,241	500	20,000.00	50,000.00	600.00	1,500.00	-	-	1,750.00	-	875,000.00
833	300	50,000.00	100,000.00	1,500.00	3,000.00	2,500.00	1,750.00	3,500.00	525,000.00	1,050,000.00
835	225	100,000.00	250,000.00	3,000.00	7,500.00	5,000.00	3,500.00	8,750.00	787,500.00	1,968,750.00
471	200	250,000.00	500,000.00	7,500.00	15,000.00	7,500.00	8,750.00	17,500.00	1,750,000.00	3,500,000.00
826	200	500,000.00	1,000,000.00	15,000.00	30,000.00	10,000.00	17,500.00	35,000.00	3,500,000.00	7,000,000.00
6,453	2,306								6,562,500.00	14,393,750.00
	4,147	inside cities								

Introduced by:	Mayor
Date:	11/10/2020
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-076**

**A RESOLUTION AMENDING THE SPENDING PLAN APPROVED FOR CARES ACT
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, TO
SUPPLEMENT FIRE AND EMERGENCY SERVICE AREA PERSONNEL COSTS,
HOSPITAL COSTS FOR AIR PURIFICATION PROJECT, AND THE TECHNOLOGY
COMMUNICATIONS TOWER SITE DEVELOPMENT PROJECT**

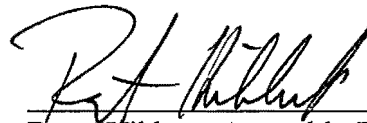
- WHEREAS,** the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and
- WHEREAS,** Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056, 2020-057, 2020-069, 2020-070 and 2020-071 approved numerous amendments to the spending plan to meet project developments; and
- WHEREAS,** this sixth amendment to the spending plan will transfer \$845,000 from CAR21, project title FY21 KPB Response-PPE-Personnel & Recoup Lost Revenue to CAR05 project title Fire & EMS Service Area Personnel Costs to provide for October and November 2020 funding for emergency medical services personnel substantially dedicated to the COVID-19 healthcare emergency due to the ongoing impacts to the fire service areas; and
- WHEREAS,** this amendment to the spending plan will transfer \$100,000 from CAR03 project title Reimburse Hospital Costs to CAR13 project title Retrofits KPB Facilities to supplement the costs to install air purification systems in the Central and South Peninsula Hospitals; and
- WHEREAS,** this amendment to the spending plan will transfer \$600,000 from CAR21 to CAR09 project title Technology Communications Tower Site Development to provide broadband capabilities to the north/northwestern area of the Kenai Peninsula that supports telework and online education using the Nikiski Fire Station #3 location for tower construction; and
- WHEREAS,** it is in the borough’s best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended November 10, 2020, transferring \$845,000 from CAR21 to CAR05, transferring \$100,000 from CAR13 to CAR03, and transferring \$600,000 from CAR21 to CAR09, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this resolution shall take effect retroactively on October 1, 2020.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 10TH DAY OF NOVEMBER, 2020.

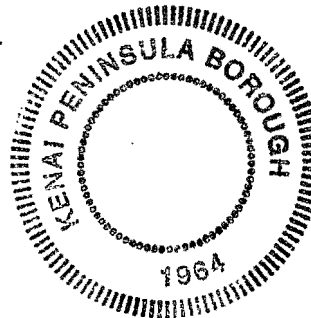


Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



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



Kenai Peninsula Borough

CARES Act Coronavirus Relief Fund

Assembly Work Session Presentation ~ June 11, 2020 ~ 2:00 PM

Project Introduction: The Bullet Points

- \$ Fund uses and restrictions**
- \$ Payment Installments**
- \$ Application Process**
- \$ Transparency and Public Engagement**
- \$ Program Demobilization**

CARES Act: Coronavirus Relief Fund

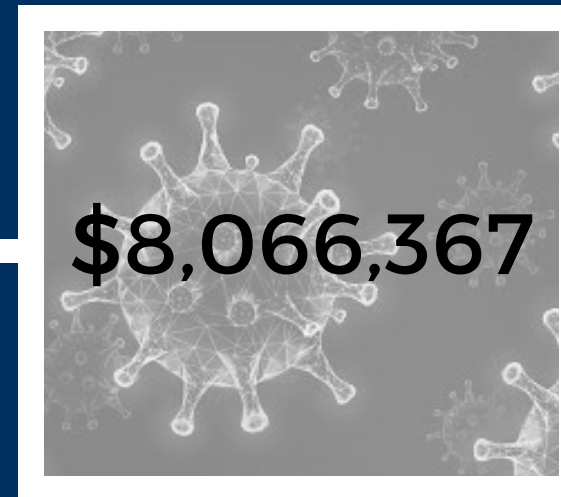
- § Social Security Act, Section 601**
- § OMB Unified Guidance 2 CFR 200**
- § Borough Code of Ordinances**
- § Alaska State Statutes**

Relief Fund Payments & Proposed Spending Plan



PAYMENT #1

- Businesses/Nonprofits
- Sales tax waivers
- Hospital Protective Measures
- Volunteer Fire Departments
- KPB Fire & EMS, Response, and Personnel costs
- Absentee Vote-by-Mail
- Public Access through Technology - Phase 1



PAYMENT #2

- School District Projects
- Mass Testing Equipment
- Building Retrofits
- IMT & Telework Remote Work Kits/Upgrades
- GIS Upgrades for Remote Assessments
- Public Access through Technology - Phase 2



PAYMENT #3

- Second Distribution to Businesses/Nonprofits
- Solid Waste Disposal Sites
- FY21 KPB personnel, response, recovery costs
- Lost Revenue*

PAYMENT #1 = \$21,325,715

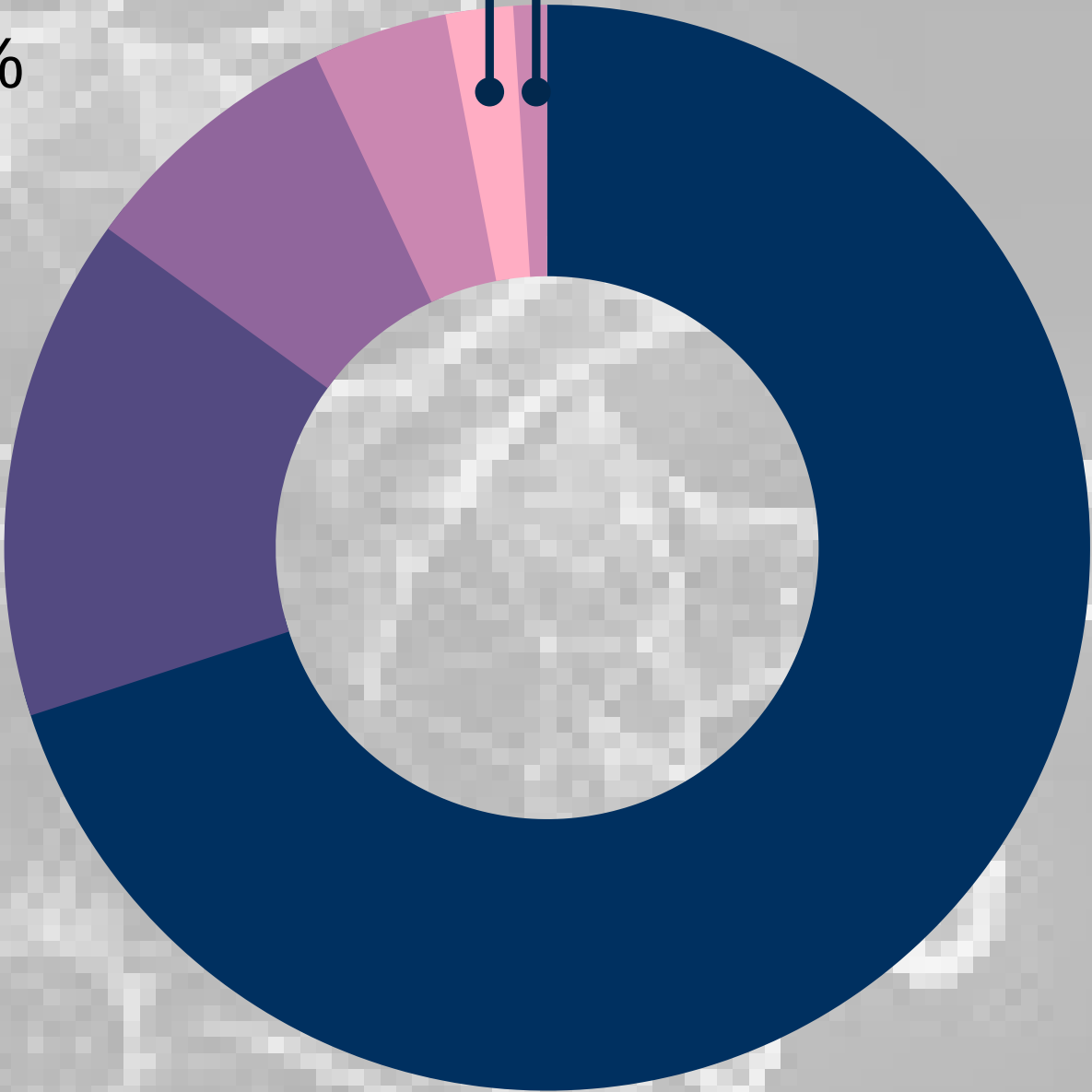
Public Access through Technology Phase 1

- Remote meeting integration in chambers, remote site public meeting hard/software
- Retrofit Chambers - physical distancing
- Improved public access to internet, i.e. towers and communication infrastructure grants.

KPB Departments,
Service Areas response,
supplies, and personnel
Costs (06/30/20)
15%

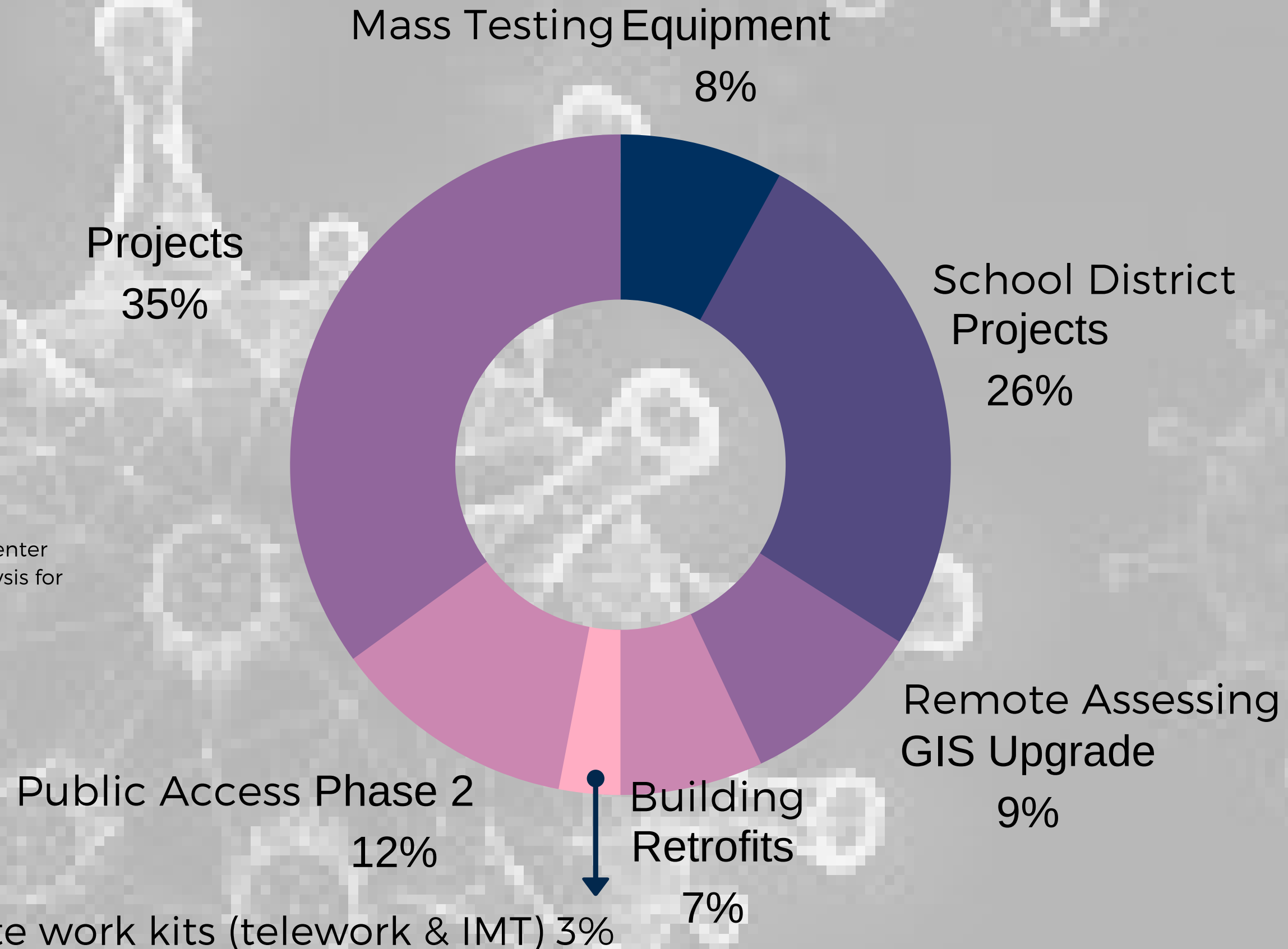
Public
Access
Phase 1
8%

Absentee Vote Campaign 2%
Hospitals 4%
Fund Reserve (~\$2M) 1%



Businesses/Nonprofits,
KPB Sales Tax Penalty Waivers,
and Volunteer Fire
Departments
70%

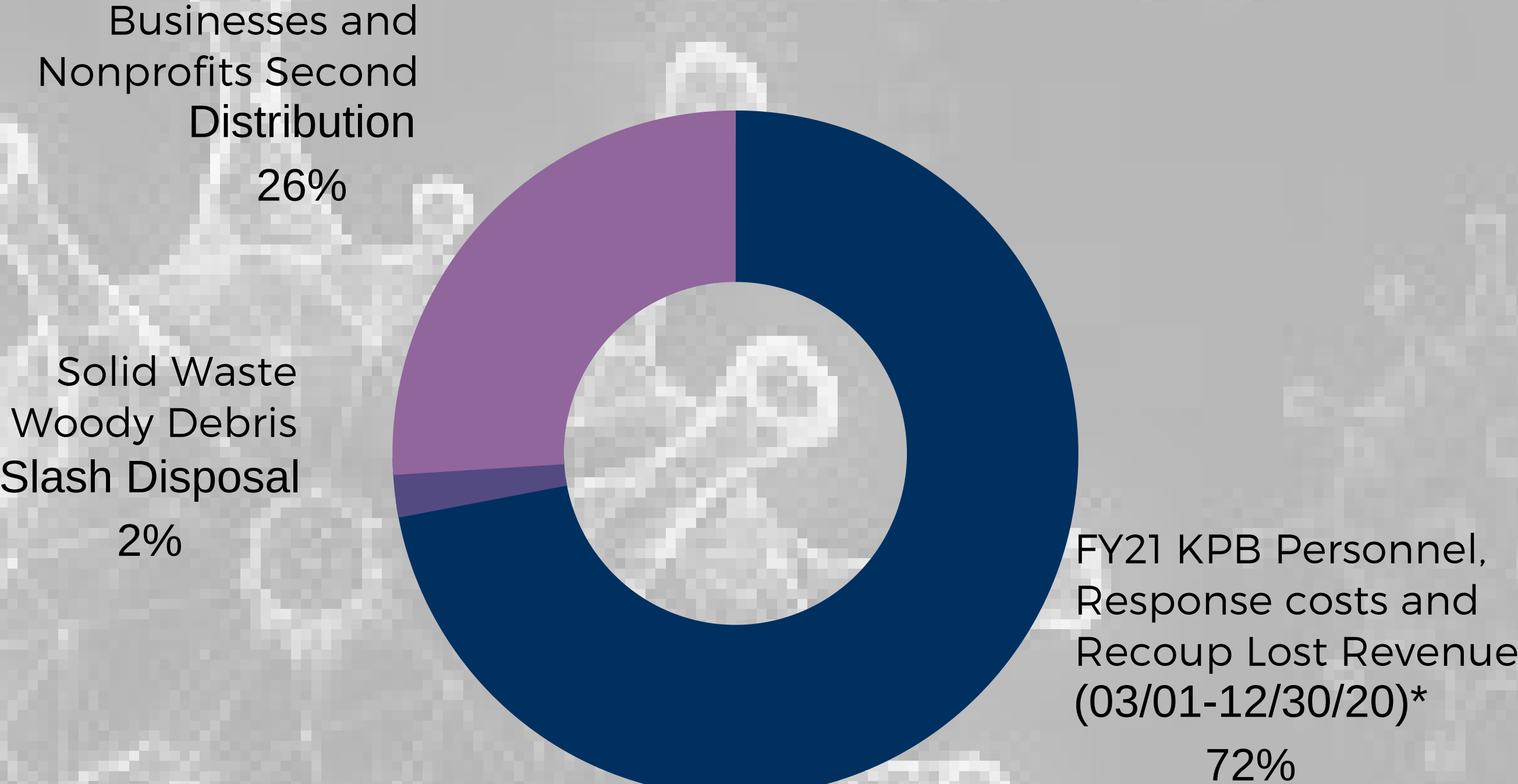
PAYMENT #2 = \$6,453,094 (80%)



Public Access Phase 2

- 9-1-1 Backup Dispatch Answering Center
- Communications Engineering Analysis for redundancy and emergency communications

PAYMENT #3 + 20% OF PAYMENT #2 = \$9,679,640



*Pending CARES Act amendment

BUSINESSES & NONPROFITS: Pre-award to Closeout



Eligibility and Verification

1. Sales Tax History, 990 and/or IRS Schedule C
2. KPB Compliance
3. Application (online option)
4. Certification & Self-attestation
5. Finance threshold verification
6. Grant Program Review
7. Payment Release



Award Thresholds

- \$20K - \$50K = up to \$1,500
- \$50K - \$100K = up to \$4,500
- \$100K - \$250K = up to \$11,250
- \$250K - \$500K = up to \$17,500
- >\$500K = up to \$28,000



Accountability and Closeout

1. Oversight and test awards
2. Issue grant agreements for large awards
3. Adhere to federal regulations
4. Adhere to KPB code and AK Statutes

PUBLIC TRUST: Project Tracking & Transparency

- ✓ **SharePoint - Common Operation Picture**
- ✓ **Informational Campaign**
- ✓ **Facebook Live/Call Center Event(s)**
- ✓ **GIS Dashboard - Life to Date Actions**
- ✓ **In-person Application Sites**
- ✓ **Communications w/ State Programs & Cities**

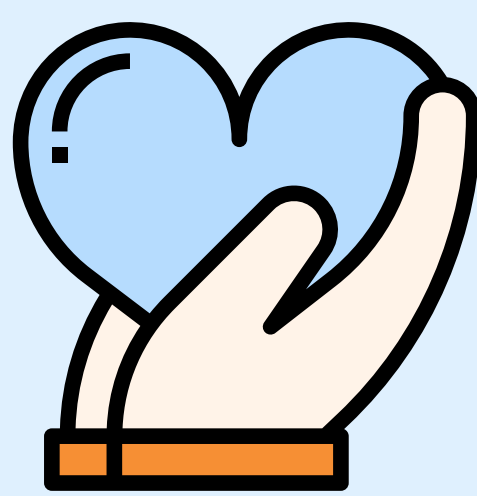
WHOLE TEAM: Project Engagement & Demobilization



POLICY MAKERS
and
ADMINISTRATION



DEPARTMENTS
DIVISIONS
and
SCHOOL
DISTRICT



SERVICE AREAS
First Responders
Hospitals
Recreation
Roads

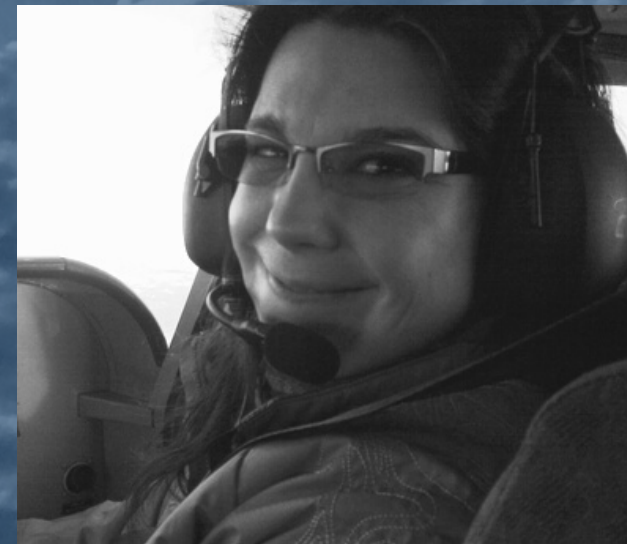


EMERGENCY
MANAGEMENT
and
DISPATCH
CENTER



CITIZENS
COMMUNITIES
CITIES
and
PARTNERS

Questions & Comments



BRENDA AHLBERG

Community & Fiscal Projects Manager

bahlberg@kpb.us

907-714-2153

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Revised Budget (08/11/20)	Proposed amendments (9/1/20) Increase (decrease)	Proposed revised budget (9/1/20)	Additional amendments proposed via Laydown (9/1/20)	Proposed revised budget after laydown (9/1/20)	Amendments proposed via Laydown (9/15/20)	Proposed revised budget after laydown (9/15/20)	Amendments proposed Reso (10/13/20)	Proposed revised budget after Reso (10/13/20)	Amendments proposed Reso (11/10/20)	Proposed revised budget after Reso (11/10/20)
	CAR01 GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000.47	(8,134,023.00)	6,865,977.47	-	6,865,977.47	200,000.00	7,065,977.47	-	7,065,977.47	-	7,065,977.47	-	7,065,977.47
	CAR02 SINGLE AUDIT FEES	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00
(2)	CAR03 REIMB HOSPITAL COSTS	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	77,734.19	877,734.19
	CAR04 VOLUNTEER FIRE & EMS	70,000.00	130,000.00	200,000.00	100,000.00	300,000.00	-	300,000.00	-	300,000.00	-	300,000.00	-	300,000.00
(1)	CAR05 FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	236,609.87	3,036,609.87	-	3,036,609.87	(200,000.00)	2,836,609.87	-	2,836,609.87	-	2,836,609.87	845,000.00	3,681,609.87
	CAR06 KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	531,695.07	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07
	CAR07 ABSENTEE VOTE BY MAIL	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00
	CAR08 TECH-REMOTE MEETING INTEGRATION	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	20,000.00	100,000.00	-	100,000.00	-	100,000.00
(3)	CAR09 TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	600,000.00	2,600,000.00
	CAR10 TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	465,013.00	665,013.00	-	665,013.00	-	665,013.00
	CAR11 KPBSD RESPONSE & PREPAREDNESS	1,700,000.00	(1,300,000.00)	400,000.00	-	400,000.00	-	400,000.00	(250,000.00)	150,000.00	-	150,000.00	-	150,000.00
	CAR12 HOSPITAL TESTING EQUIPMENT	650,000.00	-	650,000.00	-	650,000.00	-	650,000.00	(650,000.00)	-	-	-	-	-
(2)	CAR13 RETROFIT KPB FACILITIES	500,000.00	1,831,695.06	2,331,695.06	-	2,331,695.06	-	2,331,695.06	900,000.00	3,231,695.06	(216,901.15)	3,014,793.91	(77,734.19)	2,937,059.72
	CAR14 TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00
	CAR15 TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00
	CAR16 GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	-	600,000.00	-	600,000.00	(200,000.00)	400,000.00	-	400,000.00	-	400,000.00	-	400,000.00
	CAR17 TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	200,000.00	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	1,002,000.00	10,000.00	1,012,000.00	-	1,012,000.00
	CAR18 TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	(10,000.00)	90,000.00	-	90,000.00
	CAR19 GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTINGENCY	3,648,449.00	(1,630,000.00)	2,018,449.00	(1,147,934.00)	870,515.00	1,700,000.00	2,570,515.00	-	2,570,515.00	-	2,570,515.00	-	2,570,515.00
	CAR20 SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00
(1)(3)	CAR21 FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	-	7,000,000.00	-	7,000,000.00	(1,500,000.00)	5,500,000.00	(485,013.00)	5,014,987.00	(2,000,000.00)	3,014,987.00	(1,445,000.00)	1,569,987.00
	CAR22 CITY ALLOCATION	-	8,134,023.00	8,134,023.00	1,047,934.00	9,181,957.00	-	9,181,957.00	-	9,181,957.00	-	9,181,957.00	-	9,181,957.00
	CAR23 HOUSING RELIEF PROGRAM	-	-	-	-	-	-	-	-	-	2,000,000.00	2,000,000.00	-	2,000,000.00
	CAR24 POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	-	-	-	-	-	-	-	-	216,901.15	216,901.15	-	216,901.15
Totals:		37,458,449.47	0.00	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47

(1) Transferring \$845,000 from CAR21 to CAR05 to provide for October and November 2020 funding for EMS personnel substantially dedicated to the COVID-19 healthcare emergency due to the ongoing impacts to the fire service areas.

(2) Transferring \$77,734.19 from CAR13 to CAR03, to increase to provide for costs and install pf air purification systems in Central Peninsula Hospital and South Peninsula Hospital.

(3) Transferring \$600,000 from CAR21 to CAR09 to provide for broadband capabilities to the north/northwestern area of the Kenai Peninsula Borough, using the Nikiski Fire Station #3 location for tower construction.

Count borough wide	Count outside the cities	Estimated Gross Revenues		Sales tax collected		Kenai Grant (Reference)	Borough grants		Borough High Range	
						<i>up to</i>	<i>bottom</i>	<i>Up to</i>	<i>bottom</i>	<i>Up to</i>
2,247	881	-	20,000.00	-	600.00	-	-	-	-	-
1,241	500	20,000.00	50,000.00	600.00	1,500.00	-	-	1,750.00	-	875,000.00
833	300	50,000.00	100,000.00	1,500.00	3,000.00	2,500.00	1,750.00	3,500.00	525,000.00	1,050,000.00
835	225	100,000.00	250,000.00	3,000.00	7,500.00	5,000.00	3,500.00	8,750.00	787,500.00	1,968,750.00
471	200	250,000.00	500,000.00	7,500.00	15,000.00	7,500.00	8,750.00	17,500.00	1,750,000.00	3,500,000.00
826	200	500,000.00	1,000,000.00	15,000.00	30,000.00	10,000.00	17,500.00	35,000.00	3,500,000.00	7,000,000.00
6,453	2,306								6,562,500.00	14,393,750.00
	4,147	inside cities								

Introduced by:	Mayor
Date:	12/01/20
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-083**

**A RESOLUTION AMENDING THE SPENDING PLAN FOR CARES ACT
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, TO
SUPPLEMENT AUDIO VIDEO CAPABILITIES TO ALLOW REMOTE MEETINGS
AT THE DONALD E. GILMAN KENAI RIVER CENTER, KENAI PENINSULA
BOROUGH SCHOOL DISTRICT TELEPHONY PROJECT, STUDENT HOME-TO-
SCHOOL TRANSPORTATION COSTS AND FUNDING TO SUPPORT PRESUMED
COVID-19 EDUCATION-RELATED EXPENDITURES**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056, 2020-057, 2020-069, 2020-070, 2020-071 and 2020-076 approved numerous amendments to the spending plan to meet project developments; and

WHEREAS, this seventh amendment to the spending plan will utilize \$10,000 from the CAR08 project to provide for audio/video capabilities in the conference room for the Donald E. Gilman River Center; and

WHEREAS, this amendment to the spending plan will transfer \$23,341 from lapsed project funds in all other CAR project codes to CAR21 to provide funds to the Kenai Peninsula Borough School District (School District) as a subgrantee to support telework voice calling support in response to COVID-19 telework situations; and

WHEREAS, this amendment to the spending plan indicates that if the aggregate lapsed CAR project funds are less than or equal to \$3,481,884, that up to \$1,740,942 or 50% will be transferred to CAR21 to provide funds to the Kenai Peninsula Borough School District as a subgrantee to support student home-to-school transportation and up to \$1,740,942 or 50% will be applied towards the existing local contribution; and

WHEREAS, this amendment to the spending plan indicates that if the aggregate lapsed CAR project funds are greater than \$3,481,884, but less than \$3,852,034 then the amount of up to \$1,740,942 will be transferred to CAR21 to provide funds to the Kenai Peninsula Borough School District as a subgrantee to support student home-to-school transportation and up to \$2,111,091 may be transferred to CAR21 to provide funds to the Kenai Peninsula Borough School District to support COVID-19 related expenditures substantially different than originally expected in such a line item, allotment, or allocation; and

WHEREAS, the Kenai Peninsula Borough is also recognizing that the School District has utilized a significant portion of the current FY2021 local contribution for expenditures significantly different than that of the originally intended use when the contribution was made, allowing the Kenai Peninsula Borough to utilize CARES funding for that portion as long as they continue to meet the minimum required contribution per State of Alaska statute and the \$45 million floor established in Resolution 2020-027 with general fund local monies; and

WHEREAS, this amendment transfers \$600,000 from the CAR21 project to the CAR06 project, KPB Emergency Response, PPE, Personnel to provide funds, to cover overtime, backfill, Family First Coronavirus Response Act leave and other payroll-related costs associated with COVID-19-related public health and safety response; and

WHEREAS, it is in the borough's best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended December 1, 2020, spending \$10,000 from CAR08 on remote meeting audio/video capabilities, transferring \$600,000 from CAR21 to CAR06, transferring \$23,341 from lapsed CAR project funds to CAR21, and transferring up to \$3,481,884 from lapsed CAR project funds to CAR21 of which 50% will be provided for transportation over and above the local contribution for fiscal year 2021 and 50% will be applied towards the existing local contribution, providing the original \$50 million payment to the School District through two funding sources.

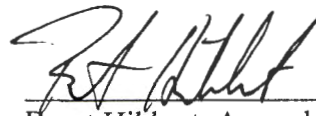
SECTION 2. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended December 1, 2020, providing that if the lapsed CAR project funds are greater than \$3,481,884 and less than \$3,852,034, that up to \$1,740,942 will be transferred from lapsed CAR project funds to CAR21 to provide for transportation over and above the local contribution for the fiscal year 2021 and the remaining amount up to \$2,111,091 will be applied towards the existing local

contribution, providing the original \$50 million payment to the School District through two funding sources.

SECTION 3. That the assembly hereby reduces the General Fund transfer Local Contribution to the School District account 100.94910.50241 to account Transfer in from the General Fund 241.38100 by up to \$2,111,091, equal to the Coronavirus Relief Funds provided to the School District to support COVID-19 related expenditures substantially different than originally expected in such a line item, allotment in Sections 1 or 2.

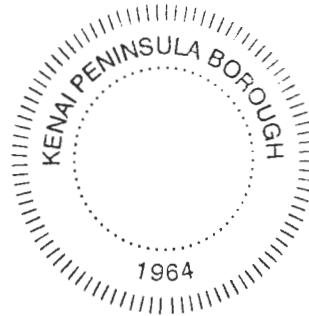
SECTION 4. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF DECEMBER 1, 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:	04/06/21
Action:	Adopted
Vote:	8 Yes, 0 No, 0 Absent, 1 Abstention

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-023**

**A RESOLUTION AMENDING THE SPENDING PLAN FOR CARES ACT
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA TO
TRANSFER LAPSED FUNDING TO REIMBURSE KPB EMERGENCY RESPONSE,
PERSONAL PROTECTION EQUIPMENT, AND PERSONNEL COSTS**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056, 2020-057, 2020-069, 2020-070, 2020-071, 2020-076 and 2020-083 approved numerous amendments to the spending plan to meet project developments; and

WHEREAS, this eighth amendment to the spending plan will transfer remaining lapsed funding from the completed CAR projects to CAR06 project title Emergency Response-PPE-Personnel to provide for funding dedicated to the COVID-19 response; and

WHEREAS, it is in the borough’s best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended April 06, 2021, transferring lapsed balances from projects CAR08, CAR10, CAR13, CAR17, and CAR21 to project CAR06.

SECTION 2. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended April 06, 2021, providing that an amount up to \$186,955 from the lapsed CAR project funds will be transferred to CAR06 project title Emergency Response-PPE-Personnel to provide for funding dedicated to the COVID-19 response, ending June 30, 2021.

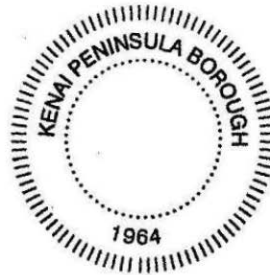
SECTION 3. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF APRIL, 2021.



Brent Hibbert, Assembly President

ATTEST:


Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson

No: None

Absent: None

Abstention: Hibbert

Introduced by:
Date:
Action:
Vote:

Mayor
07/06/21

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-052**

**A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF TWO
AMBULANCES THROUGH HGAC-BUY PURCHASING COOPERATIVE**

WHEREAS, the Kenai Peninsula Borough approved the standardization for the Fire Service Areas to purchase the same fire and ambulance apparatus in 2016 through Ordinance 2016-17; and

WHEREAS, the approved Ordinance 2016-17 expired on June 21, 2021 and the Borough Fire Service Areas are currently working with Purchasing & Contracting to renew the standardization policies; and

WHEREAS, due to recent constraints with national automotive manufacturers and ambulance vendors as a result of the COVID-Pandemic a shortage of ambulance chassis are available from automobile suppliers; and

WHEREAS, Central Emergency Service area and Nikiski Fire Service area are requesting a Sole source purchase through the Houston-Galveston Area Cooperative (HGAC-Buy) of two ambulances; and

WHEREAS, funding for both ambulances has been approved by the Assembly through the FY22 budgetary process in each of the fire service area capital project funds;

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

SECTION 1. The mayor is authorized to enter into a Sole Source Contract with HGAC-Buy for the purchase of two ambulances.

SECTION 2. Nikiski Fire Service Area Funds in the amount of \$297,029 are available in capital project account 441.51110.22412.49999 for the purchase of an ambulance.

SECTION 3. Central Emergency Service Area Funds in the amount of \$277,227 are available in capital project account 443.51610.22465.49999 for the purchase of an ambulance.

SECTION 4. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Central Emergency Services

MEMORANDUM

TO: Brent Hibbert, Assembly President

THRU: Charlie Pierce, Borough Mayor *BH for CP*
Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing and Contracting *JH*

FROM: Roy Browning, CES Fire Chief *RB*
Bryan Crisp, Nikiski Fire Chief *JBC*

DATE: June 24, 2021

RE: Resolution 2021-052 Authorizing the Sole Source Purchase of Ambulances through HGAC-Buy Purchasing Cooperative (Mayor)

The Kenai Peninsula Borough approved the standardization for the Fire Service Areas to purchase the same fire and ambulance apparatus in 2016. The approved ordinance 2016-17 expired on June 21, 2021. The Borough Fire Service Areas are currently working with Purchasing & Contracting to renew the standardization policies. However, due to recent constraints with national automotive manufacturers and ambulance vendors as a result of the Covid-Pandemic, CES and Nikiski are requesting a sole source purchase through the Houston-Galveston Area Cooperative (HGAC-Buy) of two ambulances that have been approved and funded in each service area for FY2022.

The administration requests approval of this purchase as orders for ambulances will only be available after July 1, 2021 for a modified order time-line of 14-days due to limited supplies by the automotive manufacturer. We are asking that these purchases through the HGAC be approved.

Your consideration and support of this request for the reasons outlined above would be appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>441.51110.22412.49999</u>
Amount:	<u>\$ 297,029</u>
Account:	<u>443.51610.22465.49999</u>
Amount:	<u>\$ 277,227</u>
By: <u>PP</u>	Date: <u>6/25/2021</u>

Introduced by:	Mayor
Date:	05/17/16
Hearing:	06/21/16
Action:	Enacted
Vote:	7 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2016-17**

**AN ORDINANCE APPROVING A POLICY SUPPORTING THE STANDARDIZATION
OF MANUFACTURERS' BRANDS OF FIRE APPARATUS AND AMBULANCES FOR
THE NIKISKI FIRE SERVICE AREA AND CENTRAL EMERGENCY SERVICE
AREA, AND AMENDING KPB 5.28.280(B) TO ALLOW FOR PURCHASES WITHOUT
COMPETITION WHEN IN ACCORDANCE WITH STANDARDIZATION POLICIES
APPROVED BY THE ASSEMBLY**

WHEREAS, Nikiski Fire Service Area (NFSA) and Central Emergency Service Area (CES) have had numerous issues with maintenance, training, and operational costs associated with using fire apparatus and ambulances manufactured by multiple manufacturers, and would like to resolve these issues by standardizing the manufacturers of this equipment; and

WHEREAS, based on their experiences during the last few years CES and NFSA have recognized a need for standardization of fire and ambulance apparatus to lower training and maintenance costs, and to increase productivity and operational safety; and

WHEREAS, since 2009 all new fire apparatus put into service by NFSA have been manufactured by the same manufacturer and secured through a competitive bid process; and

WHEREAS, CES and NFSA have purchased four ambulances built by the same manufacturer; and

WHEREAS, CES and NFSA have found that these fire apparatus and ambulances manufactured by the same companies operate in a similar manner and have design similarities, resulting in savings in training, maintenance and operations costs; and

WHEREAS, volunteers and fulltime personnel either respond to the nearest fire station to pick up an apparatus and respond to an emergency or respond directly from the fire station to which they are assigned during a scheduled duty shift which has the personnel operating and responding on different apparatus on at least a daily basis; and

WHEREAS, having a similar design for all pumping apparatus and for all ambulances enables the departments to maintain the same efficiency and effectiveness regardless of which vehicle they happen to be responding on; and

WHEREAS, to operate any such equipment a responder must be properly trained on each piece of equipment, and currently not all responders are trained on all equipment from different manufacturers; and

WHEREAS, this policy would allow fire departments to reduce complicated training procedures that currently differ from apparatus to apparatus, thus reducing overtime costs because all emergency responders could operate any of the apparatus once they have obtained the necessary training and certification; and

WHEREAS, when the equipment manufacturer is standardized the fire service area mechanics are able to service the apparatus more effectively because the units would use common electrical diagrams for the body and many of the same components, thereby improving efficiencies and effectiveness of both routine maintenance and emergency repairs as well as reducing the parts inventory needed; and

WHEREAS, with one manufacturer for fire apparatus, and one for ambulances, the fire service areas could work closely with one service center if a problem is beyond local capacity to handle or involves warranty issues; and

WHEREAS, the Kenai Peninsula Borough may use government cooperative purchasing organizations to obtain the best price for emergency apparatus and ambulances purchased for the fire services areas; and

WHEREAS, the proposed policy is for an initial period of five (5) years, after which the administration and service areas will assess the benefits and weaknesses of the standardization model and will require new assembly approval for continuation;

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

SECTION 1. That the Kenai Peninsula Borough Assembly approves and authorizes the mayor to sign the policy standardizing fire apparatus and ambulance manufacturers' brands for Central Emergency Service Area and Nikiski Fire Service Area, a copy of which accompanies this ordinance and is incorporated by reference. Nothing in this policy waives the other requirements of KPB Chapter 5.28. Purchasing and Contracting.

SECTION 2. That KPB 5.28.280(B) is amended as follows:

5.28.280. Proprietary procurement.

...

B. Purchases without competition costing more than \$40,000 must first be approved by the assembly by resolution except:

1. where the mayor determines an emergency affecting life, health, or safety exists[.]; or

2. when the purchase is pursuant to a standardization policy approved by the assembly.

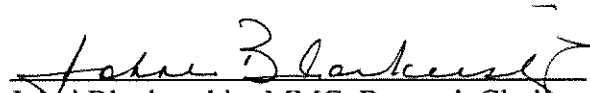
SECTION 3. That this ordinance shall automatically expire on June 21, 2021 unless the assembly has altered or extended that date.

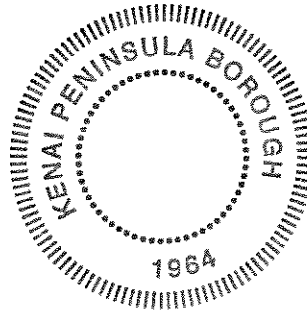
SECTION 4. That this ordinance takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF JUNE, 2016.


Blaine Gilman, Assembly President

ATTEST:

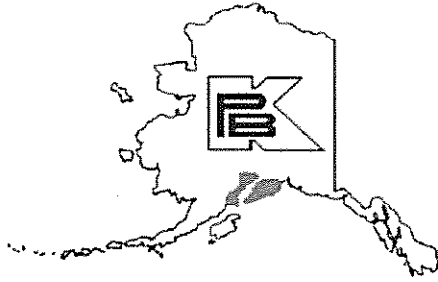

John Blankenship, MMC, Borough Clerk



Yes: Bagley, Cooper, Dunne, Holmdahl, Johnson, Knopp, Ogle, Gilman

No: None

Absent: Welles



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 262-4441 • FAX: (907) 262-1892

www.kpb.us

MIKE NAVARRE
BOROUGH MAYOR

STANDARDIZED FIRE APPARATUS AND AMBULANCE MANUFACTURERS' BRANDS POLICY

Nikiski Fire Service Area (NFSA) and Central Emergency Service Area (CES) own and operate numerous fire apparatus and ambulance vehicles. These are complicated pieces of equipment that require extensive training to operate safely and efficiently and to maintain. Each manufacturer of these pieces of equipment requires separate training for the operation and maintenance for equipment in their product line due to these complexities. The parts required for replacement parts are not generally interchangeable between pieces of equipment manufactured by different companies.

The standardization of fire apparatus and ambulances for fire and emergency medical service areas is approved consistent with these purposes.

NFSA and CES are authorized to standardize their fire apparatus as Pierce Manufacturing brand and ambulances as Braun Northwest brand provided purchases are made with due diligence to obtain the best possible prices. This can be done by using governmental cooperative purchasing agencies, or other means as defined in KPB Chapter 5.28. -- Procurement and Purchasing.

This policy shall expire five years after assembly approval in Ordinance 2016-17 unless altered or extended by the assembly.

Date

Mike Navarre, Mayor

Introduced by:
Date:
Action:
Vote:

Mayor
07/06/21

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-057**

**A RESOLUTION AUTHORIZING A SOLE SOURCE PROCUREMENT TO OBTAIN A
9-1-1 CALL MANAGEMENT SYSTEM REPLACEMENT**

WHEREAS, the Kenai Peninsula Borough provides E911 call taking and dispatching services throughout the borough; and

WHEREAS, the existing 9-1-1 audio recording system is reaching its end-of-life and upgrades are not offered by the current vendor; and

WHEREAS, the system must be replaced by a new NG911 compatible system that has all current and supported components; and

WHEREAS, this system records all the audio traffic (inbound & outbound) from the SPSCC to include P25 radio system traffic, legacy radio systems traffic, 9-1-1 calls, and calls into or from the Soldotna Public Safety Communications System ("SPSCC") administrative phone system; and

WHEREAS, there are currently only two known providers in the State of Alaska for this service and Stancil SLR Multimedia Logging Recording System is the only system that meets these requirements and also is the only system with customer-verified 24x7 technical and software support; and

WHEREAS, 24x7 technical and software support are vital components of any system used in the public safety environment; and

WHEREAS, KPB 5.28.280 requires assembly approval by resolution of most purchases without competition costing more than \$40,000; and

WHEREAS, the 9-1-1 audio Recording System Replacement is included in the FY22 budget and funding of \$170,000 is available in the Equipment Replacement Fund account number 705.94910.22E06.49999;

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

SECTION 1. The mayor is authorized to award the sole source procurement of labor and equipment for the new 9-1-1 audio recorder system to WesTek Marketing for the Stancil SLR Multimedia Logging Recording System.

SECTION 2. That the mayor is authorized to execute all documents and enter into all agreements deemed necessary to complete this project in accordance with this resolution.

SECTION 3. 911 Communication Funds in the amount of \$170,000.00 are available in Equipment Replacement Fund account 705.94910.22E06.49999 for the purchase of a 911 audio recording system.

SECTION 4. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY JULY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

911 Operations Center

MEMORANDUM

TO: Brent Hibbert, Assembly President

THRU: Charlie Pierce, Borough Mayor *BH for CP*
Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing and Contracting *JH*

FROM: Tammy Goggia-Cockrell, 911 Emergency Communications Coordinator *TGC*

DATE: June 24, 2021

RE: Resolution 2021-057, Providing Authorization for a Sole Source Procurement to Obtain a 9-1-1 Call Management System Replacement (Mayor)

The administration requests approval of this purchase for a new NG911 compatible system that has all current and supported components. Stancil SLR Multimedia Logging Recording system is the only known provider in the State of Alaska that provides this service with customer-verified 24x7 technical and software support. This technical and software support are vital components in the public safety environment. This purchase is included in the FY22 budget and funding of \$170,000 is available.

Your consideration and support of this request for the reasons outlined above would be appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>705.94910-22E06.49999</u>
Amount:	<u>\$ 170,000.00</u>
By: <i>PP</i>	Date: <u>6/29/2021</u>

NOTES:

Introduced by:
Date:
Action:
Vote:

Carpenter
07/06/21

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-053**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CERTIFICATE OF
SUPPORT FOR THE COOPER LANDING VOLUNTEER AMBULANCE, INC.
PURCHASE OF A PUMPER TRUCK**

WHEREAS, Cooper Landing Emergency Services, Inc. (“CLES”) is a nonprofit corporation that contracts with the borough on behalf of the Eastern Peninsula Highway Emergency Service Area to provide emergency response services in the service area; and

WHEREAS, CLES has determined it needs to purchase an F-550 Quick Attack Pumper truck to support its efforts to provide basic life support services in the borough which ; and

WHEREAS, CLES is taking steps to qualify for tax-exempt financing for this purchase under the rules established by the Internal Revenue Code (“IRC”), recognizing that proceeds of the financing may only be used for limited purposes, one of which is to purchase a fire truck; and

WHEREAS, the IRC also requires that the issuance of tax-exempt financing must be approved by the applicable elected representative of a governmental unit in which it is located after a public hearing; and

WHEREAS, the Borough Mayor, upon authorization of the Borough Assembly, may satisfy this IRC requirement by signing a Certificate of Support of this purchase by CLES; and

WHEREAS, the best interests of the borough would be served by supporting the efforts by CLES to obtain a pumper truck;

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

SECTION 1. That the Kenai Peninsula Borough Assembly supports the efforts of CLES to purchase a pumper truck and authorizes the Borough Mayor to execute the Certificate of Support accompanying this resolution.

SECTION 2. This resolution shall become effective immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

THRU: Kenn Carpenter, Assembly Member *KC*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: June 24, 2021

RE: Resolution 2021-[053](#) Authorizing the Mayor To Sign A Certificate Of Support For The Cooper Landing Volunteer Ambulance, Inc. Purchase Of A Pumper Truck (Carpenter)

Cooper Landing Emergency Services, Inc. has determined that it needs to obtain a new pumper truck to support its mission to provide emergency services. In order to help it qualify for tax exempt financing for this purchase, the Internal Revenue Code requires that it must be approved by the applicable elected representative of a governmental unit in which it is located after a public hearing.

This resolution would authorize the mayor to sign the accompanying Certificate of Support as he is a qualifying elected official of the borough.

Your consideration of this resolution is appreciated.

CERTIFICATE OF SUPPORT

Cooper Landing Volunteer Ambulance, Inc. ("Nonprofit Entity"), a nonprofit corporation organized and existing under the laws of the State of Alaska, has requested the Kenai Peninsula Borough, Alaska ("Borough"), a second borough organized and existing under the laws of the State of Alaska, certify its support of the purchase of one F-550 Quick Attack Pumper ("Apparatus") in connection with Nonprofit Entity's effort of providing basic life support in the Borough.

In support of Cooper Landing Volunteer Ambulance's mission, it received a letter from the Internal Revenue Service, dated December 27, 2018, which recognizes such entity as tax-exempt under the Internal Revenue Code, Section 501(c)(3).

Cooper Landing Emergency Services, Inc. ("Cooper Landing"), entered into a contract for the purchase of the Apparatus ("Contract"). Pursuant to the terms of the Contract, this Certificate of Support is requested.

The Borough supports the Nonprofit Entity's securing use of the Apparatus in furtherance of its mission of providing basic life support in the Borough. The Borough's support of the purchase, and use, of the Apparatus does not in any way cause involvement by, or obligate, the Borough (financial or otherwise) in the business of the Nonprofit Entity or any other entity involved in purchasing the Apparatus.

IN WITNESS WHEREOF, I have executed this certificate on this __ day of July, 2021.

Charlie Pierce
Mayor
Kenai Peninsula Borough

Certificate of Support
Cooper Landing Volunteer Ambulance, Inc.

Introduced by:
Date:
Action:
Vote:

Mayor
07/06/21

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-054**

**A RESOLUTION CLASSIFYING CERTAIN PARCELS OF BOROUGH OWNED LAND
PURSUANT TO KPB 17.10.080**

WHEREAS, the borough is the title owner of the subject land; and

WHEREAS, pursuant to KPB 17.10.080 classification provides guidance for the management of borough land; and

WHEREAS, public notice was published and notification was sent to land owners and/or leaseholders of record within a one-half mile radius of the land proposed for classification, including applicable borough departments, government agencies, and interested parties; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of June 28, 2021 recommended _____;

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

SECTION 1. Based on the findings of fact, analysis, and conclusions contained in the staff report of June 28, 2021 the following classifications for borough lands described below are compatible with the surrounding land use and shall be classified as follows:

Assessor's Parcel No.	General Location	Legal Description	Acres	Classification
013-216-01	Nikiski Wik Lake	Government Lot 4, Section 8, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)	14	Rural
013-212-48	Nikiski Wik Lake	Government Lot 12, Section 5, Township 7 North, Range 11 West, Seward Meridian, Alaska. (Pending Record of Survey)	5.79	Rural

035-290-33	Hope	Lot 7 of Percy Hope Subdivision as shown on Plat No. 2010-8, Seward Recording District, State of Alaska.	2.24	Rural
131-320-31	Soldotna	Lot 13, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural
131-320-32	Soldotna	Lot 37, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural
063-011-11	Sterling	The SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska.	40	Rural
063-043-29	Sterling	The SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska.	40	Rural
119-071-05	Cooper Landing	Lot 16A of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	0.98	Rural
119-070-08	Cooper Landing	Lot 19 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.69	Rural

119-070-09	Cooper Landing	Lot 20 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.54	Rural
119-070-07	Cooper Landing	Lot 18 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.83	Rural
119-070-06	Cooper Landing	Lot 17 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.7	Rural
173-040-14	Homer	Government Lot 18, excepting therefrom Diamond Ridge Road, within Section 12, Township 6 South, Range 14 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.	2.05	Rural
179-080-17	Homer	Government Lot 19 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-16	Homer	Government Lot 20 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-18	Homer	Government Lot 18 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-03	Homer	Government Lot 7 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-04	Homer	Government Lot 6 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial

179-080-10	Homer	Government Lot 11 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-11	Homer	Government Lot 12 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-12	Homer	Government Lot 13 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-23	Homer	Government Lot 22 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-24	Homer	Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
211-280-12	Beluga	Tract C, Block 4 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.14	Rural
211-280-48	Beluga	Tract E, Block 8 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.3	Rural
135-053-34	Caribou Island	Lot 4A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.23	Rural
135-053-35	Caribou Island	Lot 6A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.18	Rural
135-052-24	Caribou Island	Lot 2A of Block 1, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.33	Rural

SECTION 2. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH for CP*
Melanie Aeschliman, Planning Director *MA*
Marcus Mueller, Land Management Officer *[Signature]*

FROM: Aaron Hughes, Land Management Agent *AH*

DATE: June 24, 2021

RE: Resolution 2021-054, Classifying Certain Parcels of Borough Owned Land Pursuant to KPB 17.10.080 (Mayor)

This resolution classifies 28 parcels of borough owned land. Ordinance 2021-23 proposes to offer 25 of these parcels, along with two other previously classified parcels, for a total of 27 parcels for sale through the 2021 Land Sale. The ordinance to sell these parcels will be scheduled concurrently with the scheduled public hearing for this resolution. The attached staff report provides information regarding the classification process and detailed information regarding each parcel proposed for classification.

The attached resolution would classify the 28 parcels of borough land consistent with the findings contained in the staff report. Your review and consideration of this resolution is appreciated.

AGENDA ITEM __. PUBLIC HEARINGS

__. Proposed Classification of Certain Borough Land, Pursuant to KPB Code of Ordinances, Chapter 17.10.080.

STAFF REPORT

PC Meeting June 28, 2021

KPB Land Management proposes to classify certain parcels of borough owned land.

Basis for Classification: Subject parcels are being considered for future management decisions including disposal or lease. Classification provides guidance for the management of borough land. KPB land must be classified prior to disposal or leasing pursuant to KPB Code of Ordinances, Chapter 17.10.090.

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Current Zoning
013-216-01	Nikiski Wik Lake	Government Lot 4, Section 8, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)	14	Rural	Rural District
013-212-48	Nikiski Wik Lake	Government Lot 12, Section 5, Township 7 North, Range 11 West, Seward Meridian, Alaska. (Pending Record of Survey)	5.79	Rural	Rural District
035-290-33	Hope	Lot 7 of Percy Hope Subdivision as shown on Plat No. 2010-8, Seward Recording District, State of Alaska.	2.24	Rural	Rural District
131-320-31	Soldotna	Lot 13, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural	Rural District
131-320-32	Soldotna	Lot 37, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural	Rural District
063-011-11	Sterling	The SW¼NE¼ of Section 4, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska.	40	Rural	Rural District
063-043-29	Sterling	The SW¼NW¼ of Section 3, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska.	40	Rural	Rural District
119-071-05	Cooper Landing	Lot 16A of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	0.98	Rural	Rural District

119-070-08	Cooper Landing	Lot 19 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.69	Rural	Rural District
119-070-09	Cooper Landing	Lot 20 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.54	Rural	Rural District
119-070-07	Cooper Landing	Lot 18 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.83	Rural	Rural District
119-070-06	Cooper Landing	Lot 17 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.7	Rural	Rural District
173-040-14	Homer	Government Lot 18, excepting therefrom Diamond Ridge Road, within Section 12, Township 6 South, Range 14 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.	2.05	Rural	Rural District
179-080-17	Homer	Government Lot 19 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-16	Homer	Government Lot 20 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-18	Homer	Government Lot 18 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-03	Homer	Government Lot 7 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use

179-080-04	Homer	Government Lot 6 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-10	Homer	Government Lot 11 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-11	Homer	Government Lot 12 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-12	Homer	Government Lot 13 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-23	Homer	Government Lot 22 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-24	Homer	Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
211-280-12	Beluga	Tract C, Block 4 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.14	Rural	Rural District
211-280-48	Beluga	Tract E, Block 8 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.3	Rural	Rural District
135-053-34	Caribou Island	Lot 4A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.23	Rural	Rural District
135-053-35	Caribou Island	Lot 6A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.18	Rural	Rural District
135-052-24	Caribou Island	Lot 2A of Block 1, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.33	Rural	Rural District

Public Notice: Public notice was published in the Peninsula Clarion Newspaper, May 27, 2021, and June 3, 2021 and the Homer News, May 27, 2021 and June 3, 2021. Public notice was sent to all land owners and/or leaseholders within a one-half mile radius of the land proposed to be classified, applicable agencies, and interested parties. The notice consists of a cover letter, map, and list of land classification definitions. Written public comments were requested to be returned by 5:00 p.m., June 15, 2021.

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
013-216-01	Nikiski Wik Lake	Government Lot 4, Section 8, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)	14	Rural	Rural District
013-212-48	Nikiski Wik Lake	Government Lot 12, Section 5, Township 7 North, Range 11 West, Seward Meridian, Alaska. (Pending Record of Survey)	5.79	Rural	Rural District
Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]					
Rural Zoning District: ...Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]					

Overview: Subject properties are located approximately 4 miles Northeast of Nikiski on the South shore of Wik Lake. Properties are contiguous, sharing one common boundary (North / South). Parcel 013-212-48 is bound on three sides by Wik Lake. Parcel 013-216-01 is bound by Wik Lake on two sides (East and West), KPB owned parcel 013-212-48 to the North and a private parcel to the South. Parcels are unique to this area due to their larger size and total amount of Wik Lake frontage.

Findings of Fact:

1. Property Status: Borough received title by State of Alaska Patent No. 4456 and 6176 subject to reservations and platting requirements. Parcels are subject to a 50 foot wide public access easement along the ordinary high watermark of Wik Lake and are required to be surveyed prior to sale. A 50 foot wide section line easement runs East–West along the respective North / South boundary of the subject parcels (total easement width of 100'). This parcel is currently not classified (undesignated).
2. Zoning: Rural District pursuant to KPB 21.04.010(B).
3. Topography: Parcel topography is broken, rolling terrain of varying slopes with a dense stand of birch and spruce.
4. Soil: 100% of this parcel is classified as “Soldotna Silt Loam”, strongly sloping and gently sloping, 7-12 percent slopes, well-drained with a depth to water table at more than 80 inches, somewhat limited for dwellings without basements but very limited for septic tank absorption, based on seepage, bottom layer and slope.

Source Data: Web Soil Survey, provided by the U.S.D.A. Natural Resources Conservation Service, Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [May 19, 2021]. (Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).

5. Surrounding Land Use: No comprehensive land use plan has been developed for this area. Jacque Street is the nearest platted, undeveloped road located to the South of the both subject parcels. Surrounding land use includes residential single-family homes (lakefront and non-lake front), and undeveloped land of varying parcel sizes. Subject parcels are unique in size and amount of lake frontage when compared to adjacent parcels.
6. Surrounding Land Ownership: Surrounding land is primarily in private ownership with one State owned parcel located Northwest of subject parcels, on the West shore of Wik Lake.

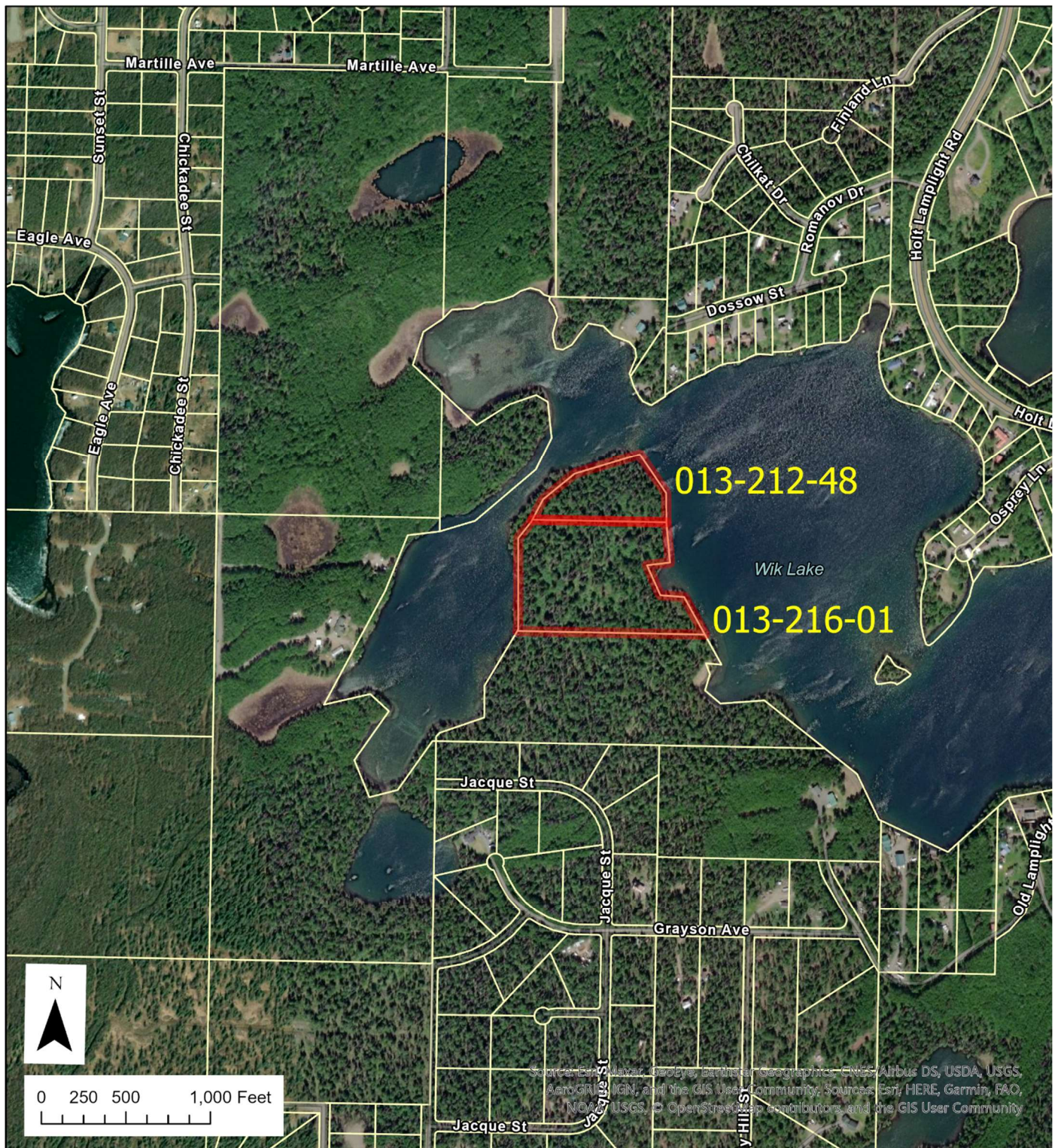
7. Access: Parcels are accessible by water from Wik Lake, a public waterbody with floatplane capabilities and undeveloped section line access to the lake. There is no documented physical overland access to subject parcels. Potential physical access could be gained by obtaining easements through adjacent private property to the South in order to connect to Jacque Street (platted undeveloped road). Jacque Street could potentially provide access to Grayson Avenue a platted and developed road. A 50 foot wide section line easement runs East–West along the respective North / South boundary of the subject parcels (total easement width of 100'). A 50 foot wide perpetual public easement along the ordinary high water mark was retained in State Patent and will be defined and depicted in pending Record of Survey.
8. Utilities: Gas and electric utility are in the area.
9. Public Comment: One public comment was received expressing concern in future development of these parcels, potential impacts on residents, wildlife and the atmosphere the area provides. Requested properties be retained in a preserved status.
10. Advisory Planning Commission Review: No APC exists for this area.
11. Department / Agency Comments: None provided

Analysis:

Due to the lack of developed physical access to subject properties and without documented easements from adjacent private property owners, the development potential for subject should be reviewed when considering future management actions. While soil conditions are somewhat favorable for dwellings without a basement, an advanced engineered septic system may be required to overcome adverse soil conditions as they relate to septic tank absorption fields. Due to soil conditions and proximity of this property to Wik Lake, special consideration to runoff and septic leachate should be a consideration in any future management decisions. While the reservations contained in State patent provide public access along the shore line of subject parcels, the closest access to said public easement is obtained by way of section line easement running East–West from the southerly termination of Chickadee Street to the West shore of Wik Lake. KPB land records indicate prior interest in subject properties for ground based radar systems. Those interests have never been acted on or further investigated. Additional management options may be available if physical access was obtained through adjacent properties. Potentially increasing the use potential and associated value of subject parcels.

Conclusions:

This parcel is surplus to borough needs. A Rural classification would be appropriate for this parcel and would be consistent with the Rural District zoning and compatible with the existing uses in the surrounding area.



Wik Lake Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
035-290-33	Hope	Lot 7 of Percy Hope Subdivision as shown on Plat No. 2010-8, Seward Recording District, State of Alaska.	2.24	Rural	Rural District
Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]					
Rural Zoning District: ...Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]					

Overview: Subject parcel is located approximately 1 mile East of Hope along the Hope Highway. Parcel contains 283 feet of Hope Highway frontage in a location that provides good visibility to the highway and vehicle approaches to the Highway. Due to parcel size and proximity to Hope, property is potentially desirable to a variety of future uses.

Findings of Fact:

1. Property Status: KPB received title by State of Alaska Patent No. 21794 subject to reservations. Hope / Sunrise Land Use plan designates Land Use Recommendations for subject property as Residential. Ordinance 2009-43 (page 2, paragraph 7) states Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed Percy Hope R-M LOZ to approve Lot 7 for potential commercial use. Ordinance 2009-43 specifically excludes Lot 7 from the Percy Hope LOZ. This parcel is encumbered by a 10' utility easement along the North and West property lines. This parcel is not currently classified (undesigned).
2. Zoning: Rural District pursuant to KPB 21.04.010(B).
3. Topography: The property consists of slightly rolling topography with a fairly dense stand of smaller diameter spruce and birch trees.
4. Soil: Although no USDA Soils Survey data is available for the Hope area, physical inspection of the property indicates subject property is similar to adjacent parcels. Property appears to have adequate drainage and stable soils.
5. Surrounding Land Use: This property is within the Hope/Sunrise Land Use Plan area. Surrounding land use includes residential single family homes, undeveloped, commercial and waste management land uses.
7. Surrounding Ownership: Surrounding land ownership includes private, Borough, State and Federal.
8. Access: Access to subject property is provided by the Hope Highway. Any future access to the Highway is subject to approval by the State of Alaska and any terms, provisions and conditions that may be required by the State of Alaska.
9. Utilities: Electric utility service is available in the area.
8. Public Comments: None
9. APC Review: No comment provided.
10. Department / Agency Comments: None

Analysis:

Subject parcel size and location in relation to the townsite of Hope, contribute to the use potential of this property. Frontage and access to the Hope Highway make this property desirable for a number of potential future uses. Parcel size is somewhat larger than adjacent parcels. Land Management records indicate interest from Hope/Sunrise APC to utilize the lot for potential commercial use (Ordinance 2009-43). The size of this parcel in addition to its highway frontage provides for a wide variety of potential future use. Future management considerations should include State

approval of approaches to the Hope Highway and reference Ordinance 2009-43 for desired potential uses.

Conclusions:

This parcel is surplus to borough needs. A Rural classification would be appropriate for this parcel and would be compatible with the existing adjacent uses and consistent with Rural District zoning and specific exclusion from the Percy Hope LOZ.



Hope Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
131-320-31	Soldotna	Lot 13, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural	Rural District
131-320-32	Soldotna	Lot 37, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural	Rural District
<p>Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]</p> <p>Rural Zoning District: ...Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]</p>					

Overview: Subject parcels consist of two contiguous lots located Southwest of Soldotna in the Kalifornsky Beach area off of Gas Well Road. They are located approximately 2.7 miles directly West of the Sterling Highway. Parcels share a common East–West boundary.

Findings of Fact:

1. Property Status: KPB received title to subject parcels by Clerk's Deed recorded December 14, 2010 as a result of 2008 delinquent real property tax foreclosure action. Parcels are substandard in size (.9 acre) and as a result were retained for public purpose through Ordinance 2012-23. As these parcels have been retained by the borough in excess of 10 years, marketable or clear title to subject parcels should now be available and properties can be considered for future management actions. Although consistent in size with adjacent properties, both parcels are substandard (less than 40,000 square feet) in size. As a result, future development may require the use of an advanced wastewater treatment system. A 10-foot wide utility easement runs along the entire shared East/West boundary (20-foot total width). An undeveloped 33-foot wide section-line easement runs along the South boundary or both parcels. These parcels are currently not classified (undesignated).
2. Zoning: Rural District pursuant to KPB 21.04.010(B).
3. Topography: Parcels are relatively level with smaller diameter spruce being present.
4. Soil: 100% of this parcel is classified as "Soldotna Silt Loam", undulating, 0-4 percent slopes, well-drained with a depth to water table at more than 80 inches, not limited for dwellings without basements but very limited for septic tank absorption, based on seepage, bottom layer, filtering capacity and depth to saturation zone.

Source Data: Web Soil Survey, provided by the U.S.D.A. Natural Resources Conservation Service, Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [June 3, 2021].
(Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).

5. Surrounding Land Use: No comprehensive land use plan has been developed for this area. Surrounding land use includes residential single family homes and undeveloped parcels of similar size.
6. Surrounding Ownership: Surrounding land ownership consists of privately owned parcels.
7. Access: Potential access to parcels by way of Gas Well Road (developed) to Rustic Avenue (undeveloped).
8. Utilities: Gas and electric utility are in the area.
9. APC Review: No APC is established in this area.

10. Public Comments: None

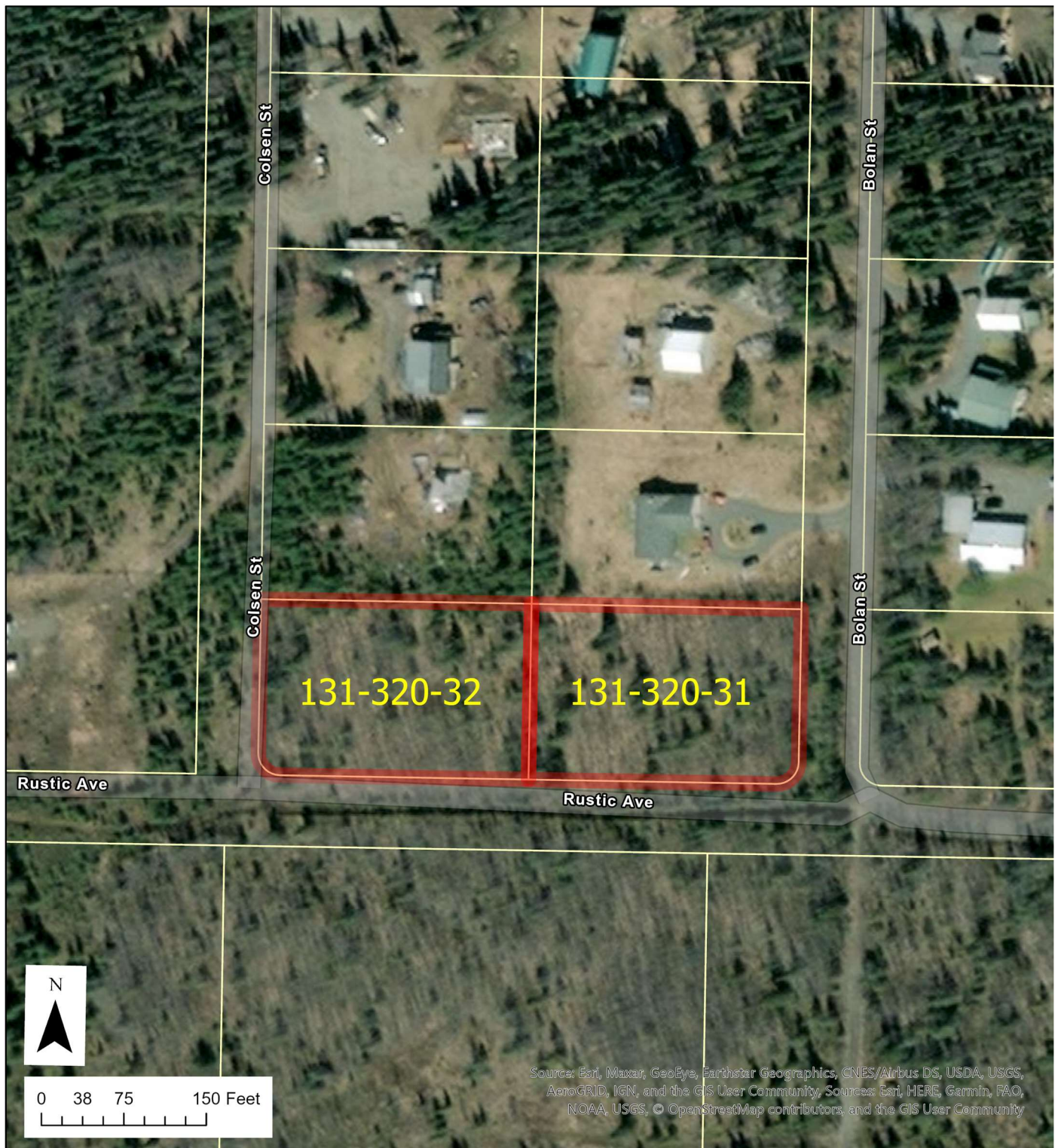
11. Department / Agency Comments: None

Analysis:

Parcel size (substandard) is consistent with adjacent developed and undeveloped properties. Potential use of an engineered septic absorption system may be necessary to overcome soil limitations. Both parcels were acquired through Clerks Deed as the result of a tax foreclosure action and retained by ordinance due to being substandard in size. KPB has retained ownership of parcels in excess of 10 years, marketable or clear title to subject parcels should now be available to subject properties without exception. Future management decisions should take into consideration original platted intention of the property and adjacent parcel use.

Conclusions:

Parcels are surplus to borough needs. A Rural classification would be appropriate for this parcel and would be compatible with the existing uses in the surrounding area and consistent with Rural District zoning.



Journey's End Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
063-011-11	Sterling	The SW¼NE¼ of Section 4, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska.	40	Rural	Rural District
<p>Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]</p> <p>Rural Zoning District: ...Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]</p>					

Overview: Subject parcel is 40 acres in size, located in the Sterling Area approximately 1.2 Miles directly North of the Sterling Highway. Access may be gained from the Sterling Highway, thence North on Robinson Loop Road.

Findings of Fact:

1. Property Status: The Borough received title to subject property by State of Alaska Patent No. 18705, subject to reservations. KPB land records indicate a history of trespass issues on property. State Patent references a subject to for early entry authorization for a utility easement, 20 feet in width under ADL 228070. Land records indicate additional interest in obtaining right of way easements from Homer Electric. KPB Land management Division has retained engineering services to conduct soils analysis on subject parcels to provide additional information to be used in future potential management decisions. This parcel is not classified (undesignated).
2. Zoning: Rural District pursuant to KPB 21.04.010(B)
3. Topography: Parcels consist of slightly broken and rolling topography with dense stands of medium to small diameter spruce, aspen and birch.
4. Soil:
 17.3% ± of this parcel is classified as "Soldotna Silt Loam", 8 to 15 percent slopes, well drained with a depth to water table at more than 80 inches, somewhat limited for dwellings without basements and very limited for septic tank absorption, based on seepage, slope, slow water movement and depth to saturated zone.

 82.7%± of this parcel is classified as "Soldotna Silt Loam, sandy substratum undulating", 0 to 4 percent slopes, well drained with a depth to water table at more than 80 inches, not limited for dwellings without basements and very limited for septic tank absorption, based on seepage bottom layer, slow water movement, depth to saturated zone, and filtering capacity.

 Source Data: Web Soil Survey, provided by the U.S.D.A. Natural Resources Conservation Service, Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [5/19/2021].
 (Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).
5. Surrounding Land Use: No comprehensive land use plan has been developed for this area. Surrounding land use includes residential developed and undeveloped land. Development in this area is of lower density but includes single family residences, private airstrip and agricultural lands.
6. Surrounding Land Ownership: Includes private and Native land, consisting of a mix of similar and smaller parcel acreages.
7. Access: Potential access may be by way of Robinson Loop road, Oomingnak Street to Watkins Avenue. Potential access route contains a variety of developed and undeveloped roads.
8. Utilities: Electric and gas utility are in the area.
9. Public Comment: None
10. APC Review: No APC is established in this area.

11. Department / Agency Comments: None

Analysis:

Subject parcel is consistent to or larger than the majority of other parcels in the area. A substantial amount of timber exists on the property resulting in additional management considerations. Adjacent uses consists of residential, agricultural and private air strip. Findings from soils samples when complete will assist in providing management direction for subject parcel.

Conclusions:

This parcel is surplus to borough needs. KPB retained soil sample tests are pending. A Rural classification is appropriate for this parcel and is compatible with the surrounding area and zoning.



Sterling Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
063-043-29	Sterling	The SW¼NW¼ of Section 3, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska	40	Rural	Rural
<p>Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]</p> <p>Rural Zoning District: ... Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]</p>					

Overview: Subject parcel is 40 +/- acres in size, located in the Sterling Area approximately 1.2 Miles directly North of the Sterling Highway.

Findings of Fact:

1. Property Status: KPB received title to subject property by State of Alaska Patent No. 18705 subject to reservations. Property is subject to a 50 foot wide section line easement running along the entire West boundary as stated in State Patent. Physical inspection has revealed a potential encroachment of an agricultural field along the East property line. Land records indicate this clearing (agricultural field) may have been the result of prior lease that expired in 1982. No rights to prior lessee currently exist on subject parcel. KPB Land management Division has retained engineering services to conduct soils analysis on subject parcels to provide additional information for future potential management decisions. This parcel is not classified (undesignated).
2. Zoning: Rural District pursuant to KPB 21.04.010(B)
3. Topography: Parcels consists of slightly broken and rolling topography with a dense stands of medium to small diameter spruce, aspen and birch.
4. Soil:

44.8% ± of this parcel is classified as "Naptowne Silt Loam", 15 to 25 percent slopes, well drained with a depth to water table at more than 80 inches, very limited for dwellings without basements and very limited for septic tank absorption, based on seepage bottom layer, slope, depth to saturated zone, and too sandy.

48.6%± of this parcel is classified as "Soldotna Silt Loam, sandy substratum", 8 to 15 percent slopes, well drained with a depth to water table at more than 80 inches, somewhat limited for dwellings without basements and very limited for septic tank absorption, based on seepage bottom layer, too sandy, depth to saturated zone, and organic matter.

6.6%± of this parcel is classified as "Soldotna Silt Loam, Sandy Substratum, Undulating", 0 to 4 percent slopes, well drained with a depth to water table of more than 80 inches, not limited for dwellings without basements, very limited for septic tank absorption based on seepage bottom layer, depth to saturated zone, filtering capacity and slow water movement.

Source Data: Web Soil Survey, provided by the U.S.D.A. Natural Resources Conservation Service, Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [6/04/2021].
(Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).
5. Surrounding Land Use: No comprehensive land use plan has been developed for this area. Surrounding land use includes residential and undeveloped land. Development in this area is of lower density but includes single family residences, private airstrips and agricultural lands.
7. Access: Potential access may be by way of Robinson Loop road to Red Hill Street. Potential access route is comprised of developed gravel roads.
8. Utilities: Electric and gas utility are in the area.
9. Public Comment: None

10. APC Review: No APC is established in this area.

10. Department / Agency Comments: None

Analysis:

Subject parcel is consistent or larger in size to the majority of other parcels in the area. Adjacent use consists of residential, agricultural and a private air strip. Findings from soils samples when complete will assist in providing management direction for subject parcel.

Conclusions:

This parcel is surplus to borough needs. KPB retained soil sample tests are still pending. A Rural classification is appropriate for this parcel and is compatible with the surrounding area and zoning.



Sterling Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
119-071-05	Cooper Landing	Lot 16A of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	0.98	Rural	Rural
119-070-08	Cooper Landing	Lot 19 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.69	Rural	Rural
119-070-09	Cooper Landing	Lot 20 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.54	Rural	Rural
119-070-07	Cooper Landing	Lot 18 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.83	Rural	Rural
119-070-06	Cooper Landing	Lot 17 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.7	Rural	Rural
<p>Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]</p> <p>Rural Zoning District: ... Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]</p>					

Overview: Subject parcels are located North of the Kenai River off of Bean Creek Road in Cooper landing. Parcels vary in size from .98 to 1.83 +/- acres. Parcels are similar in size to adjacent properties. Parcel 119-071-05 has a small creek flowing in a North/South direction across the lot.

Findings of Fact:

1. Property Status: KPB received title to subject property by State of Alaska Patent No. 15264 subject to reservations. Property is subject to a 10 foot wide Telecommunications Easement located along the southerly boundary of all subject parcels. Parcel 119-071-05 is also subject to a water line easement granted under USDA Forest Service Special Use Permit 2710 for access to the flowing creek referenced above. Physical inspection discovered abandoned concrete foundation located near the East/West shared boundary of parcels 119-071-05 and 119070-06. KPB Land Management Division has retained survey services to generate record of survey in preparation of future management decisions. This parcel is not classified (undesigned).
2. Zoning: Rural District pursuant to KPB 21.04.010(B)
3. Topography: Parcels are comprised of broken terrain with slopes and benches. A dense stand of small to medium diameter spruce and birch exist on the parcel. Mountain and River views to the South are possible from all lots. All parcels have a Sothern exposure. A small flowing creek runs across parcel 119-071-05 creating a small ravine along the creek bed.

4. Soil:
100% ± of this parcel is classified as “Homestead Very Fine Loam”, 35 to 65 percent slopes, well drained with a depth to water table at more than 80 inches.

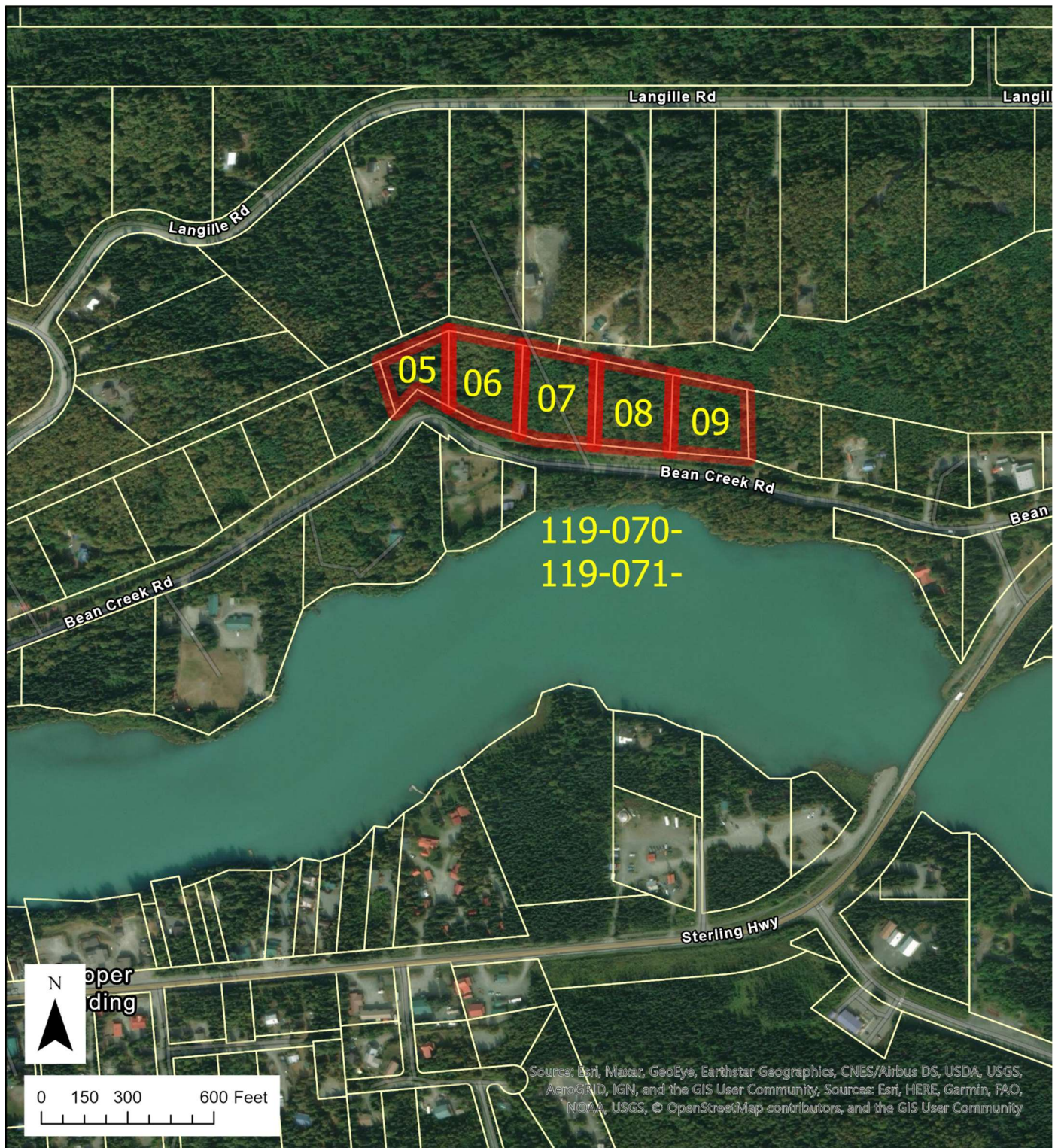
Source Data: Soil Survey Cooper Landing Area Alaska, 1984, U.S.D.A. Soil Conservation Service,
(Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).
5. Surrounding Land Use: These parcels are within the Cooper Landing Land Use Plan 1992/1996 area, however the plan does not make specific recommendations regarding these parcels. Surrounding land use includes residential, recreational, commercial and undeveloped land. KPB parcels are consistent in size to adjacent and surrounding parcels.
6. Surrounding Land Ownership: Includes private and State, and KPB owned land.
7. Access: Potential access may be by way of Sterling Highway to Bean Creek Road. Bean Creek Road is a state maintained road. Direct access would be subject to driveway encroachment permitting from Alaska DOT.
8. Utilities: Electric utility is in the area.
9. Public Comment: One public comment was received supporting the proposed Rural Classification.
10. APC Review: Recommended the parcels are classified as residential and if the parcels are sold by the borough they should be zoned within a local option zoning to allow for residential use. If these criteria cannot be met the parcels should not be sold.
11. Department / Agency Comments: None

Analysis:

Subject parcels are consistent in size and use to others in the immediate area. Adjacent property use includes, residential, vacant and recreational properties. Proximity to Cooper Landing and the Kenai River enhances the desirability and future management options for parcels. Properties Southern exposure, potential mountain and river views and local real estate market demands should be considered when reviewing future management decisions for subject parcels.

Conclusions:

These parcels are surplus to borough needs. A Rural classification is appropriate for this parcel and is compatible with the surrounding area and zoning.



Cooper Landing Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
173-040-14	Homer	Government Lot 18, excepting therefrom Diamond Ridge Road, within Section 12, Township 6 South, Range 14 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.	2.05	Rural	Rural
Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]					
Rural Zoning District: ... Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]					

Overview: Subject parcel is 2.05 +/- acres in size, located in a residential area, North of Homer off of Diamond Ridge Road. Parcel is located outside the city limits of Homer. The parcel contains a steep ravine containing Diamond Creek making the parcel difficult to access directly from Diamond Ridge Road.

Findings of Fact:

1. Property Status: KPB received title to subject parcel by Quitclaim Deed from Fred Sturman and Mac Chesney on July 26, 1982 recorded as Book 129, Page 246. Property is subject to a 33 foot wide section line easement running along the entire Southerly boundary. Access to property may be difficult due to the steep topography on the North half of parcel adjacent to Diamond Ridge Road. Due to property being acquired from a private party, there is the potential for additional matters to be uncovered by a complete search of the real property records. This parcel is not classified (undesigned).
2. Zoning: Rural District pursuant to KPB 21.04.010(B)
3. Topography: Parcel topography is broken with a steep ravine running East–West along the North half of the property to its northerly boundary along Diamond Ridge Road. The highest elevation on the parcel is located near the southern property boundary which possess potential views to the South. Dense brush is found on approximately 2/3 of the property and along the Diamond Creek. Small to medium diameter spruce stand is located in the SE¼ corner of parcel.
4. Soil:
 68.1% ± of this parcel is classified as “Qutal Silt Loam”, 4 to 8 percent slopes, somewhat poorly drained with a depth to water table of 20 to 30 inches, somewhat limited for dwellings without basements, very limited for septic tank absorption, based on depth to saturation zone, seepage bottom layer, and slow water movement.

 22.7%± of this parcel is classified as “Kachemak Silt Loam”, 8 to 15 percent slopes, well drained with a depth to water table at more than 80 inches, somewhat limited for dwellings without basements, very limited for septic tank absorption, based on slow water movement, depth to saturation zone, seepage bottom layer, and slope.

 9.2%± of this parcel is classified as “Coal Creek Silt Loam”, 8 to 15 percent slopes, poorly drained with a depth to water table of 6 to 24 inches, very limited for dwellings without basements, very limited for septic tank absorption based on depth to saturation zone, slow water movement, seepage bottom layer and slope.

 Source Data: Web Soil Survey, provided by the U.S.D.A. Natural Resources Conservation Service, Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [6/08/2021].
 (Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).
5. Surrounding Land Use: Property is part of the South Peninsula Plan area. Surrounding land use consists of residential and vacant parcels of similar size.
6. Surrounding Land Ownership: Predominately privately owned parcels with some larger parcels owned by the State of Alaska to the West.

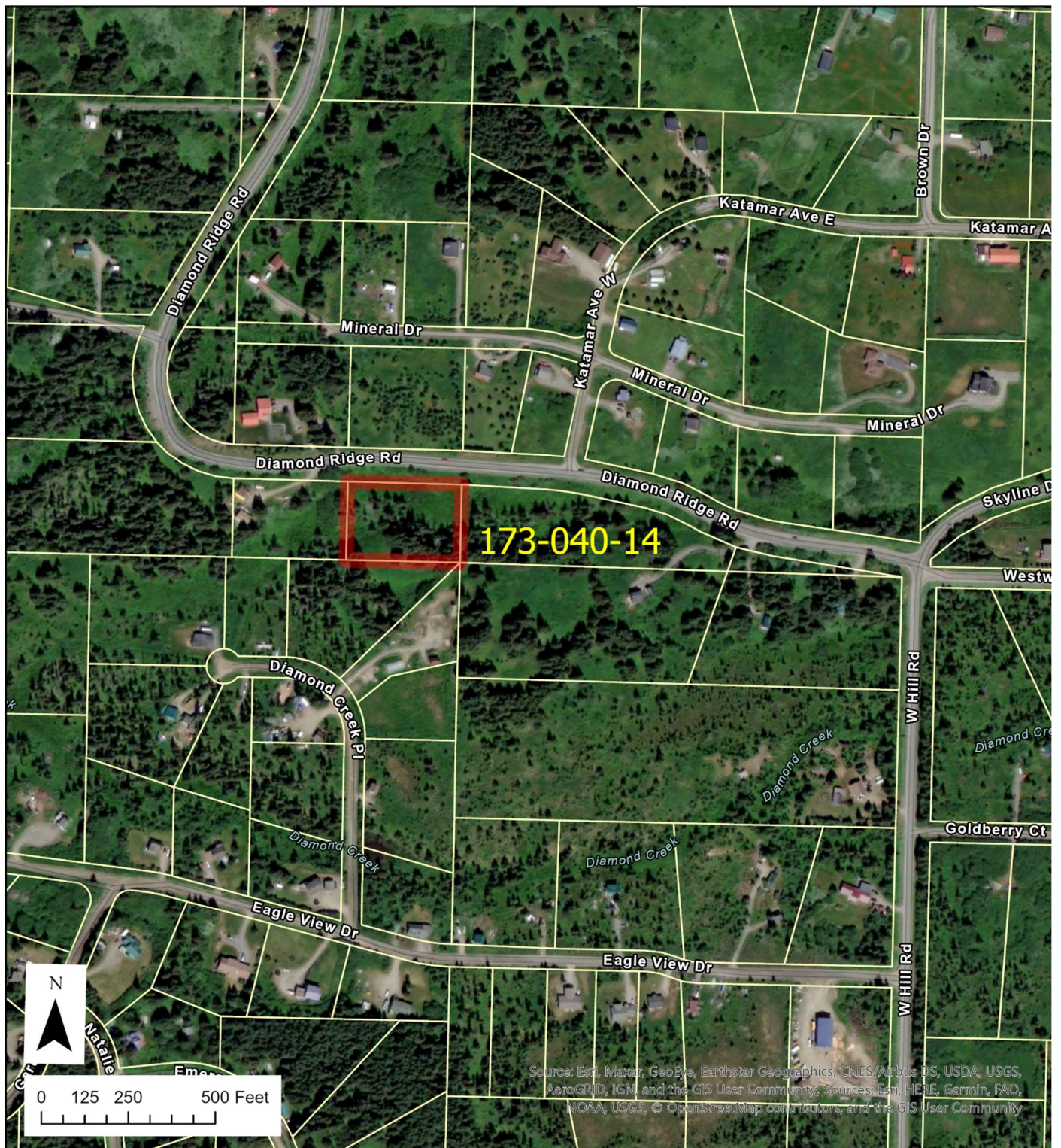
7. Access: Potential access may be by way of West Hill Road to Diamond Ridge Road. Potential access route is comprised of developed paved roads. Access to subject parcel may be difficult due to topography of parcel along Diamond Ridge Road.
8. Utilities: Electric and gas utility are in the area.
9. APC Review: The Kachemak Bay Advisory Planning Commission met on 6/10/21 however a quorum was not present. An informational meeting was held wherein no official actions were taken.
10. Public Comment: One public comment was received against the proposed classification due to potential impacts on adjacent properties and tributary of Diamond Creek. It was requested the property be classified as preservation and if sold, conveyed with a deed restriction on the easterly two thirds of the property.
11. Department / Agency Comments: None

Analysis:

Subject parcel is consistent in size to the majority of parcels in the immediate area. Adjacent land use consists of residential, and vacant parcels. Property is part of the South Peninsula Plan, Diamond Ridge Planning Area. The South Peninsula Plan was not adopted, however records indicate that during the 1999 planning process the APC commented "This parcel is too steep, not possible to fill or use. Access from Diamond Ridge Road too dangerous, from Section Line not possible due to terrain. Land is not suitable for any other use" and recommended a preservation classification. Additional notes from the Planning Department discuss the potential to dispose of property including the possibility of sale to a neighboring property owner.

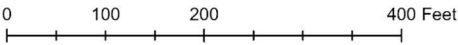
Conclusions:

This parcel is surplus to borough needs. Parcel is consistent in size with those in the immediate area. Potential access for future development could be difficult based on topography and should be a consideration in future management decisions. A Rural classification is appropriate for this parcel and is compatible with the surrounding area and zoning.



Diamond Ridge Vicinity Map

Parcel 173-040-14 Shaded Relief Map



Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
179-080-17	Homer	Government Lot 19 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-16	Homer	Government Lot 20 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-18	Homer	Government Lot 18 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-03	Homer	Government Lot 7 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-04	Homer	Government Lot 6 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-10	Homer	Government Lot 11 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-11	Homer	Government Lot 12 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-12	Homer	Government Lot 13 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-23	Homer	Government Lot 22 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
179-080-24	Homer	Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial	East End Mix Use
<p>Commercial Classification Means lands suitable for development or location of service oriented facilities such as stores, offices, medical clinics, restaurants, lodges, vehicular service stations, hotels, and camper parks. Lands must be able to support on-site water and sewer systems or capable of receiving water and/or sewer service, near public utilities and be in proximity to residential areas. [KPB 17.10.250(DD)]</p> <p>City of Homer East End Mix Use: The intent of the E-MU district is to allow a wide variety of commercial, industrial, and heavy industrial uses in a district with access to the boatyard, marine services, and the airport; and to ensure such uses, which are important to Homer's economy, continue to have a viable location. (Homer Comprehensive Plan, A-7)</p>					

Overview: Parcels are located in the east end of the city of Homer, lying approximately 470 feet West of Kachemak Drive and South of the Homer Boat Yard. Ten contiguous 2.5+/- acre parcels for a total of approximately 25 +/- acres comprise this group of parcels. The parcels are zoned by the City of Homer as Mixed Use allowing for commercial development. The land hosts an active surface hydrology and is described on one map as being part of the East Beluga Discharge. The land is also commonly recognized as having important winter moose habitat.

Findings of Fact:

1. Property Status: KPB received title to parcels by State of Alaska Patent No. 17501 on March 15, 2000, subject to reservations. The Northerly two parcels are subject to a 50 foot wide section line easement along the entire North boundary. KPB has retained pending survey services to generate a record of survey for subject parcels to be used in future management decisions. These parcels are not currently classified (undesigned), but are subject to the City of Homer East End Mix Use zoning.

2. Zoning: Subject parcels are located within the Homer city limits and subject to the City of Homer East End Mix Use. (Homer Comprehensive Plan, A-7)
3. Topography: Parcels generally have a low grade slope southward. Majority of subject parcels contain a mixed stand of spruce and birch in addition to areas of peat and standing / surface water. A substantial amount of down and decomposing trees exist throughout the parcels.
4. Soil:
 94.6% ± of this parcel is classified as “Beluga Silt Loam”, 0 to 4 percent slopes, very poorly drained with a depth to water table of 0 to 16 inches, very limited for dwellings without basements, very limited for septic tank absorption, based on depth to saturation zone, slow water movement, flooding, and ponding.

 5.4%± of this parcel is classified as “Salamatof Peat”, 0 to 4 percent slopes, very poorly drained with a depth to water table of 0 inches, very limited for dwellings without basements, very limited for septic tank absorption, based on ponding, depth to saturated zone, filtering capacity, and subsidence.

 Source Data: Web Soil Survey, provided by the U.S.D.A. Natural Resources Conservation Service, Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [6/08/2021]. (Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).
5. Surrounding Land Use: Property use to the North of subject parcels is commercial in the form of the Homer Boat Yard (Zoned East End Mix Use). Use to the East is comprised of vacant and residential lands (Zoned Rural Residential). Land use to the West consists of vacant commercial use properties (Zoned East End Mix Use). Those parcels directly to the South being vacant (Zoned East End Mix Use). Parcels are unique in size when compared to adjacent properties.
6. Surrounding Land Ownership: Surrounding land ownership is private.
7. Access: Potential access may be by way of Kachemak Drive to the West or East End Road to the East, followed by the use of platted developed, platted undeveloped roads and section line easements. A plan has been created to reserve public road easements along certain boundaries to ensure legal access to each parcel.
8. Utilities: Electric and gas utility are in the area.
9. Public Comment: None
10. Department / Agency Comments:
 Comments from the Kenia Peninsula Borough River Center:

 (179-080-17) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

 (179-080-16) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

 (179-080-18) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

 (179-080-03) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

 (179-080-04) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

 (179-080-10) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

 (179-080-11) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-

regulatory.

(179-080-12) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

(179-080-23) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

(179-080-24) Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

Comments from the City of Homer: See attached Memorandum

“Conclusion: In keeping with these goals, the City suggests that some of the Borough Lands may be ideal for commercial development, while other parcels may be better suited for sale for mitigation measures. Additionally, infrastructure such as roads, water, sewer and storm water connectivity are tangible development considerations, and affect multiple property owners in this area. The City is also working on a storm water master plan. It may be appropriate to integrate the findings of that plan with future land use in this wetlands area. The City welcomes the opportunity for a larger neighborhood conversation on the future development these lands.”

Analysis:

Subject parcels are somewhat unique in size, contiguous boundaries and common ownership when compared to other properties in the area. Access considerations must be address in the event of any future management action as to not impact or restrict access to remaining lots.

KPB land records discloses the following:

- Powers granted to the City of Homer to provide zoning regulation within the city (KPB Ordinance 83-25).
- Letter from the City of Homer requesting classification for public use, to meet recreational needs of the city (City of Homer letter dated August 13, 1982).
- City of Homer Resolution 89-34(a), reserving 10 acres of city owned land for public purposes and requesting KPB deed 25 acres of land to the City of Homer for public use. Resolution also makes reference to City of Homer Resolution 82-39, 84-25 and 87-84 which identify interest in subject parcels. (no documentation found in land records as to follow-up on these resolutions).
- Letter from the City of Homer received November 21, 1989, requesting follow-up on resolution 89-34(a) requesting KPB to deed 25 acres to the City of Homer for public use. (no documentation found in land records as to follow-up on these resolutions).
- Minutes from City of Homer Parks and Recreation Commission meeting November 16, 1989 (Session 89-12), concern was noted as to status of prior resolutions expressing interest in subject parcels.
- Department of the Army, U.S. Army Engineering District Wetland Determination dated June 1, 2005. Property defined as wetlands. However due to the size of the property they were unable to provide a definitive delineation of the wetlands.

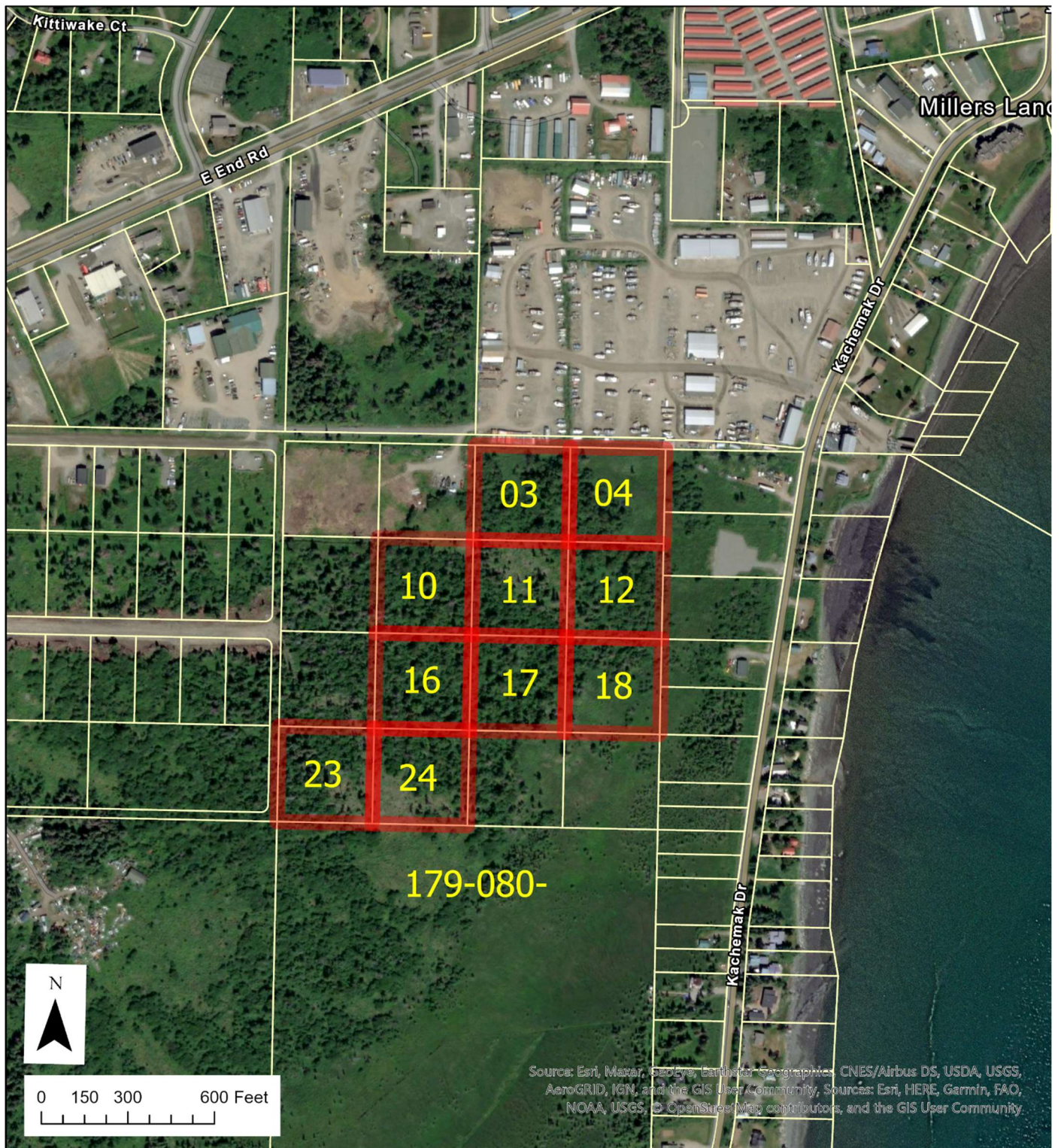
Additional management consideration should be given to the information contained in document “Homer Wetland Complexes and Management Strategies”, prepared by Mike Gracz, Kenai Watershed Forum (February 4, 2011). Wherein the author identifies two unique wetlands located on subject parcels, East Beluga Discharge and East Homer Drainageway as defined below:

- *East Beluga Discharge: Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Site design should include hydrologic connectivity to upstream and downstream parcels. Moose habitat values are high throughout. Moose habitat should be preserved or mitigated. Development along the border with the East Homer Drainageway Complex should maintain an 85 ft buffer of natural vegetation.*
- *East Homer Drainageway: This area should be targeted for preservation and restoration. Encourage purchasing of private lots by Kachemak Heritage Land Trust, Moose Habitat Incorporated and others. If possible, restore hydrology and repair or implement suitable storm water management measures along Kachemak Drive. Some fill may be allowed along Kachemak Drive.*

Parcels have a number of potential future management directions due to size, contiguous arrangement, proximity to Homer and adjacent commercial development, hydrologic functions, and habitat values. See attached “Exhibit A” for copies of above referenced documentation.

Conclusions:

These parcels are surplus to borough needs. Parcels are unique in size and contiguous ownership when compared to adjacent parcels. Future management decisions should consider impacts on access to adjacent KPB owned parcels and potential impacts on sensitive Homer wetlands and natural drainage systems. A commercial classification is appropriate for this parcel and is compatible with the surrounding area and City of Homer East End Mix Use Zoning designation.



Homer Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
211-280-12	Beluga	Tract C, Block 4 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.14	Rural	Rural District
211-280-48	Beluga	Tract E, Block 8 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.3	Rural	Rural District
Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]					
Rural Zoning District: ...Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]					

Overview: Two individual remote lots located on the Beluga Highway in the Three Mile Creek Subdivision of Beluga, on the west side of the Cook Inlet.

Findings of Fact:

1. Property Status: Subject properties were acquired by State of Alaska Patent No. 1369, recorded March 22, 1972, with reservations. Both parcels are subject to a 20 foot building setback from exterior lot boundaries. Parcel 211-280-48 is subject to a 10 foot wide utility easement along the entire North and West property lines. KPB Land Records reference a letter dated June 20, 1988 from the Kenai Peninsula Borough School District requesting to identify parcel 211-280-12 as a parcel of interest for future school use. No additional documentation regarding this request exists in the file. This parcel is currently not classified (undesigned).
2. Zoning: Rural District pursuant to KPB 21.04.010(B).
3. Topography: Parcels are relatively flat with some areas of rolling terrain. Both parcels are densely covered with a stand of birch and spruce.
4. Soil: 100% of this parcel is classified as "Nancy-Kashwitna Complex", 2-7 percent slopes, well-drained with a depth to water table at more than 80 inches, not limited for dwellings without basements but very limited for septic tank absorption, based on seepage bottom layer, filtering capacity, and slow water movement.

Source Data: Web Soil Survey, provided by the U.S.D.A. Natural Resources Conservation Service, Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [June 9, 2021].
(Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).

5. Surrounding Land Use: No comprehensive land use plan has been developed for this area. Surrounding land use is predominately remote residential with some limited commercial use. Parcels are consistent in size to that of adjacent lots.
6. Surrounding Land Ownership: Surrounding land is primarily under KPB or private ownership.
7. Access: The Beluga area is primarily accessed from the Beluga airstrip, which is privately maintained. Both parcels front the Beluga Highway a developed gravel road. Several other platted developed and undeveloped roads exist in the area.
8. Utilities: Electric utility is available in the area.
9. Public Comment: None
10. Advisory Planning Commission Review: No APC exists for this area.

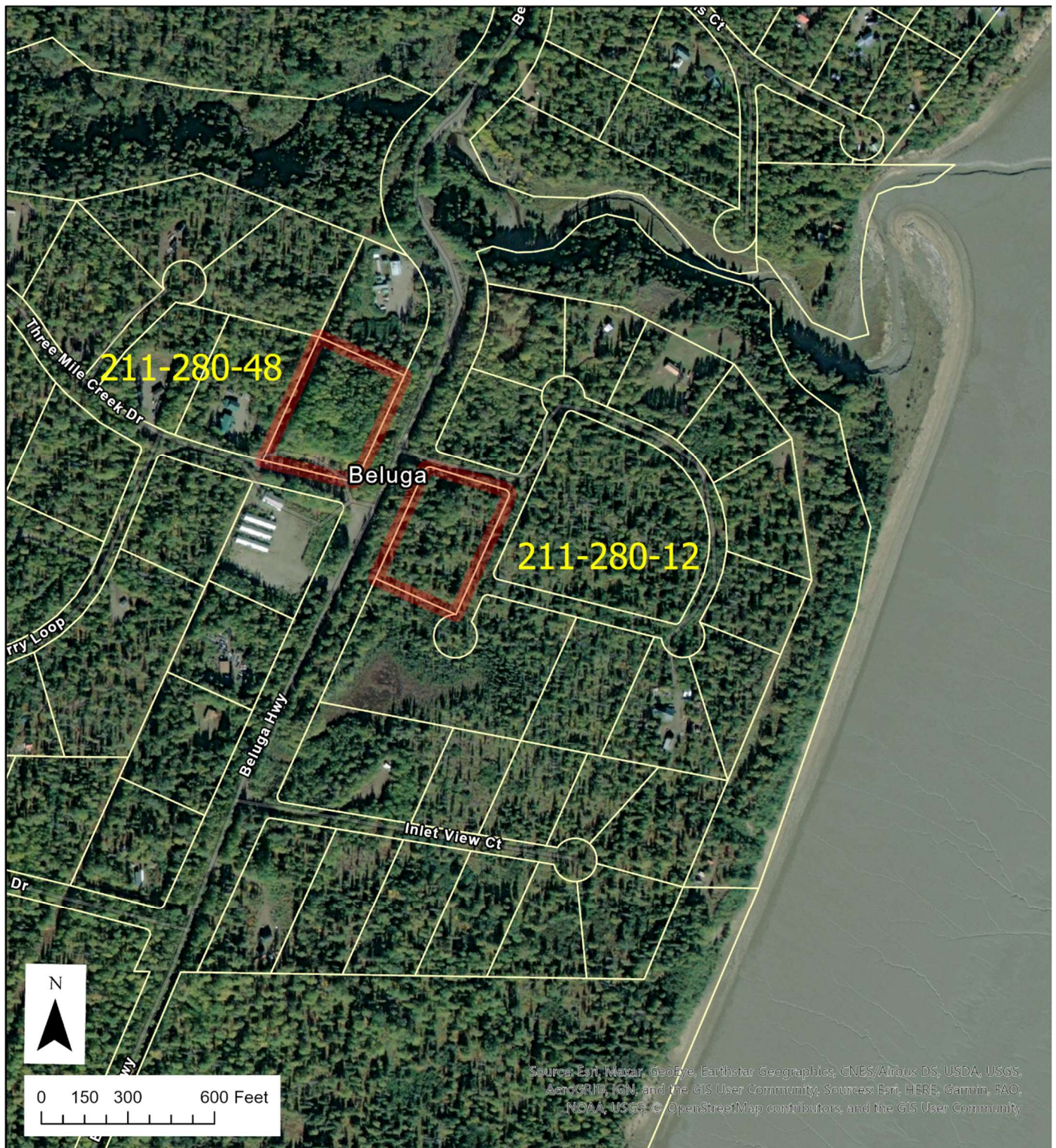
11. Department / Agency Comments: None

Analysis:

Subject properties are semi-remote with limited air options for direct access to Beluga. KPB land records reference potential uses for parcels to include residential, government facilities or future schools and emergency services. KPB retains ownership of a substantial amount of land adjacent to Three Mile Subdivision. Future management activity should take into account the remote nature of lots and uses referenced in the file.

Conclusions:

These parcels are surplus to borough needs considering the amount of undeveloped KPB land in close proximity. A Rural classification would be appropriate for these parcels and would be consistent with the Rural Zoning District and compatible with the existing uses in the surrounding area.



Beluga Vicinity Map

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
135-053-34	Caribou Island	Lot 4A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.23	Rural	Rural District
135-053-35	Caribou Island	Lot 6A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.18	Rural	Rural District
135-052-24	Caribou Island	Lot 2A of Block 1, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.33	Rural	Rural District
<p>Rural Classification means lands which are located in a remote area. This classification will have no restrictions. [KPB 17.10.250(DD)]</p> <p>Rural Zoning District: ...Land use in the rural district shall be unrestricted except as otherwise provided in this title. [KPB 21.01.010 (B)]</p>					

Overview: Caribou Island properties are in a remote location within Skilak Lake, accessible only by boat, plane, or snow machine. Two of the parcels listed are interior lots with one lot having 200 feet of Skilak Lake frontage. The parcels were acquired through various tax foreclosures actions ultimately conveyed to KPB by Clerks Deed under the original platted legal descriptions. Parcels were retained by KPB due to being substandard in size. In 2020 KPB Land Management Division retained survey services to combine the parcels into three lots, each in excess of one acre in size, curing the substandard deficiency.

Findings of Fact:

1. Property Status: Parcels 135-053-34 and 135-053-35 were conveyed to KPB by Clerks Deed, recorded January 2, 2002 as a result of tax foreclosure. Parcel 135-052-24 was conveyed to KPB by Clerks Deeds recorded June 2, 1997 and August 8, 2000, as the result of tax foreclosure. Original parcels were retained by KPB due to being substandard in size through Ordinances 99-32, 2002-25, and 2001-15. In 2020 KPB cured the substandard lot size deficiency by combining parcels through a recorded replat of Caribou Island Subdivision. As parcels have been retained by KPB in excess of 10 years, marketable or clear title to subject parcels should now be available and properties can be considered for future management decisions. Properties are subject to a 20 foot wide building setback along platted road right of ways and bound by recorded covenants, conditions and restrictions. A portion of Parcel 135-052-24 is within the Kenai Peninsula Borough Anadromous Waters Habitat Protection District. This parcel is currently not classified (undesigned).
2. Zoning: Rural District pursuant to KPB 21.04.010(B).
3. Topography: Parcels 135-053-34 and 135-0523-35 consist of broken rolling terrain with a slope running up from the shoreline. Parcel 135-052-24 has a substantial slope rising up from the shoreline. Parcels contain a thick stand of birch and spruce, with many of the standing spruce have been impacted by spruce bark beetle.
4. Soil: No USDA Soil Survey data is available for this area. However, parcels have similar topography and vegetation cover to adjacent parcels indicating likelihood of consistent soils to similar developed and undeveloped parcels.
5. Surrounding Land Use: No comprehensive land use plan has been developed for this area. Surrounding land use is predominately remote residential and vacant land. Parcels are larger in size when compared to other lots on the island.
6. Surrounding Land Ownership: The majority of the surrounding parcels on the island are in private ownership.

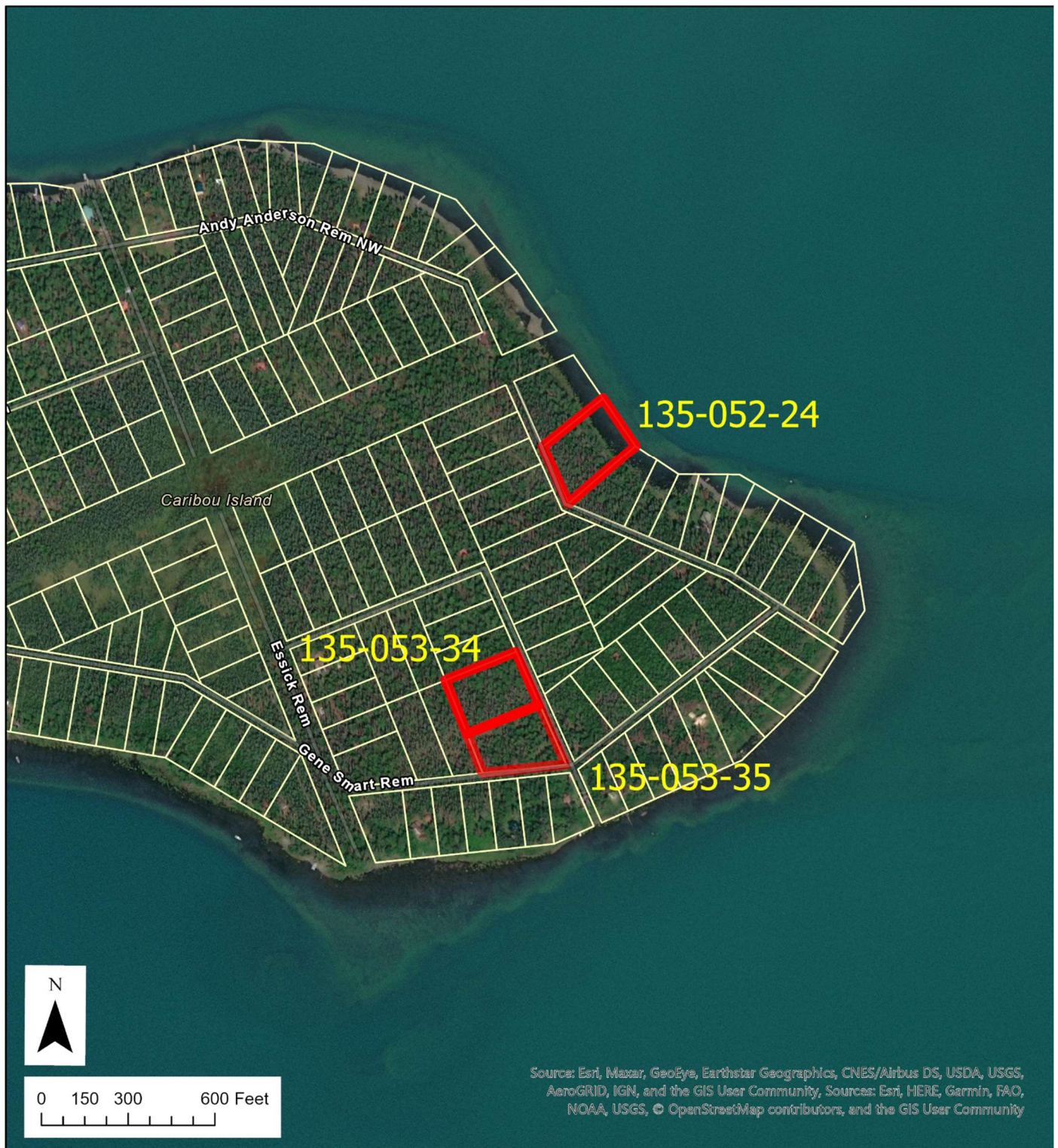
7. Access: Properties are remote with limited means of access to Caribou Island within Skilak Lake. All parcels abut platted, undeveloped roadways.
8. Utilities: Properties are remote with no utilities available.
9. Public Comment: None
10. Advisory Planning Commission Review: No APC exists for this area.
11. Department / Agency Comments:
Kenai Peninsula Borough River Center comments are as follows:
(135-052-24) Parcel lies within the 50-foot Habitat Protection District and is subject to KPB 21.18 Anadromous Waters Habitat Protection.

Analysis:

Subject properties are remote with limited options for access to Caribou Island. All parcels were obtained by Clerks Deed through a tax foreclosure process and retained by KPB due to original platted lots being substandard in size. KPB has cured this issue by combining 6 substandard lots to create 3 parcels through a 2020 recorded replat of Caribou Island Subdivision. Parcels have been retained by KPB in excess of 10 years and can now be considered for future management decisions. Parcels are bound by recorded CCR's, and plat restrictions. A portion of the lakefront lot is subject to the Kenai Peninsula Borough Anadromous Waters Habitat Protection District. All parcels are consistent in use and larger in size when compared to other parcels in the general area.

Conclusions:

These parcels are surplus to borough needs. A Rural classification would be appropriate for this parcel and would be consistent with the Rural Zoning District and compatible with the existing uses in the surrounding area.



Caribou Island Vicinity Map

STAFF RECOMMENDATION: Based on the findings of fact, analysis, and conclusions that the KPB Planning Commission finds that it is in the borough's best interest to recommend adoption of Resolution 2021-___ classifying subject land as follows:

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification
013-216-01	Nikiski Wik Lake	Government Lot 4, Section 8, Township 7 North, Range 11 West, Seward Meridian, Alaska (Pending Record of Survey)	14	Rural
013-212-48	Nikiski Wik Lake	Government Lot 12, Section 5, Township 7 North, Range 11 West, Seward Meridian, Alaska. (Pending Record of Survey)	5.79	Rural
035-290-33	Hope	Lot 7 of Percy Hope Subdivision as shown on Plat No. 2010-8, Seward Recording District, State of Alaska.	2.24	Rural
131-320-31	Soldotna	Lot 13, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural
131-320-32	Soldotna	Lot 37, Journey's End Subdivision No. 4, according to the official plat thereof, fled under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural
063-011-11	Sterling	The SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska.	40	Rural
063-043-29	Sterling	The SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 5 North, Range 9 West, situated in the Kenai Recording District, Seward Meridian, Alaska.	40	Rural
119-071-05	Cooper Landing	Lot 16A of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	0.98	Rural
119-070-08	Cooper Landing	Lot 19 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.69	Rural

119-070-09	Cooper Landing	Lot 20 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.54	Rural
119-070-07	Cooper Landing	Lot 18 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.83	Rural
119-070-06	Cooper Landing	Lot 17 of US Survey 3306 in Section 28, Township 5 North, Range 3 West, according to the Survey Plat accepted by the United States Department of the Interior, Bureau of Land Management on January 24, 1955, Seward Recording District, State of Alaska.	1.7	Rural
173-040-14	Homer	Government Lot 18, excepting therefrom Diamond Ridge Road, within Section 12, Township 6 South, Range 14 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.	2.05	Rural
179-080-17	Homer	Government Lot 19 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-16	Homer	Government Lot 20 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-18	Homer	Government Lot 18 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-03	Homer	Government Lot 7 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-04	Homer	Government Lot 6 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-10	Homer	Government Lot 11 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial

179-080-11	Homer	Government Lot 12 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-12	Homer	Government Lot 13 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-23	Homer	Government Lot 22 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
179-080-24	Homer	Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.	2.5	Commercial
211-280-12	Beluga	Tract C, Block 4 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.14	Rural
211-280-48	Beluga	Tract E, Block 8 of Three Mile Creek Subdivision Amended, according to the official plat thereof, filed under Plat Number 72-7, Anchorage Recording District, Third Judicial District, State of Alaska.	3.3	Rural
135-053-34	Caribou Island	Lot 4A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.23	Rural
135-053-35	Caribou Island	Lot 6A of Block 4, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.18	Rural
135-052-24	Caribou Island	Lot 2A of Block 1, Caribou Island Subdivision KPB 2020 Replat, as shown on Plat No. 2020-9, Seward Recording District, State of Alaska	1.33	Rural

END OF STAFF REPORT

Beluga

Caribou Island

(Skilak Lake)

Cooper Landing

Hughes, Aaron

From: Planning Land Management
Sent: Thursday, May 27, 2021 11:32 AM
To: Hughes, Aaron
Subject: FW: Proposed Land Classification - Cooper Landing

From: ray@kreig.com <ray@kreig.com>
Sent: Tuesday, May 25, 2021 7:46 PM
To: Planning Land Management <LMWeb@kpb.us>
Subject: Proposed Land Classification - Cooper Landing

RE: Proposed Land Classification - Cooper Landing
Letter of May 25, 2021
USS 3306 – Five Parcels
11907105, 119070006, 119070007, 119070008, 119070009

Dear KPB Planning Commission and Assembly,

I own Kenai Riverfront property* right across the river from the above five parcels. THESE FIVE PARCELS ARE RIGHT IN MY VIEWSHED!

I am not one who tries to control property I do not own. The Rural Classification and Rural Zoning are the correct designations for these parcels.

I support the Land Management Division's recommendation.

Sincerely,

RA KREIG & ASSOCIATES PROFIT SHARING TRUST

Ray Kreig,
Trustee

* Lot 14-A Snug Harbor Homesites (Plat 73-516); 35283 King Salmon Drive.

=====
Ray Kreig
RA Kreig & Associates
201 Barrow #1
Anchorage Alaska 99501-2429
(907) 276-2025 home (907) 243-8951 cell (907) 360-7462
ray@kreig.com www.kreig.com
=====

Homer

Homer

(Diamond Ridge)

Hughes, Aaron

From: Hughes, Aaron
Sent: Tuesday, June 15, 2021 9:21 AM
To: Hughes, Aaron
Subject: FW: Public Comment on Land Classification for KPB Parcel 173-040-14

From: Louie Flora <louie@akcenter.org>
Sent: Monday, June 14, 2021 5:37 PM
To: Planning Dept, <planning@kpb.us>; Planning Land Management <LMWeb@kpb.us>
Cc: Dunne, Willy <WDunne@kpb.us>
Subject: Public Comment on Land Classification for KPB Parcel 173-040-14

Public Comment on Kenai Peninsula Borough parcel 17304014 proposal for classification

Members of the Kenai Peninsula Borough Planning Commission:

I live at 64535 Sheep Drive, a few parcels away from parcel 17304014 which has been proposed for classification by the Kenai Peninsula Borough.

I am aware that this parcel was initially discussed as a negotiated sale and that was cancelled or withdrawn, and that now this parcel is being brought up for classification so that it can be sold at auction or otherwise. It is my understanding that the Kachemak Bay Advisory Planning Commission was not able to make a recommendation on this proposed classification as they lacked a quorum during their meeting of 6/10/2021.

The fact that there is recent interest in the property likely indicates the reason it is now being proposed for classification and sale. It is also likely that the individual who applied for a negotiated sale of the parcel will be participating in a sale. My further speculation based on adjoining parcels, is that the land, if purchased, will be employed in commercial agricultural development. This is obviously a use accommodated by a rural classification.

I believe that this parcel left undeveloped adds to the property values of adjacent properties by providing a visual and sound buffer to the developed lots on city property. Should it be developed, it will decrease the property value of adjoining property owners in the Kenai Peninsula Borough outside of city limits. The property is composed of a steep valley with a tributary of Diamond Creek flowing through it. The bottom of the valley is wetlands, riparian habitat and moose habitat. The side of the property that abuts Diamond Ridge Road cannot be developed or it would undermine the road through erosion.

The parcel is being proposed for classification as "rural" which is not a proper designation. This is a suburban neighborhood that adjoins the City of Homer. It is not, as the notice says, "located in a remote area." Only in Borough Code is this property considered rural. As there is no zoning offered to a rural parcel, anyone who purchases the piece of property can use it as they see fit. Given that the only other option is to create a local option zone, the choice here seems to either oppose classification or to support a rural classification so the land can be sold.

Given the lack of information the public has to work off of, I oppose classification of this parcel. I made a records request and was told that there was no paperwork regarding the intent of the nomination. It is hard to make an informed comment without information, so I would like to see parcel 17304014 remain unclassified until such time as there is more public information and discussion on why this public land which affords property value to the neighborhood should be turned over to a private individual for potential commercial development. Absent any zoning laws, residents in urban Borough neighborhoods seem to have no other leverage in the process than to oppose classification.

The Borough should be more forthcoming about resident's choices when it sends out notices like this land classification notice. It should not include a list of different land classification definitions which creates the assumption that a person can advocate for land to be designated as "residential" or "agriculture" as a term of its sale. As I understand it, none of these designations apply to the land once it is sold to a private individual. The notice should say "this lot is being classified so it can be sold at fair market value on x date at x time and the use of the property is unrestricted".

In addition to my request to leave the parcel unclassified for the time being, I would like the Planning Commission to elevate the need to reform the public information process behind Borough land classification and sales. If the Borough is classifying land for sale, it should say as much in its notice. It should not send out a list of other land classifications that exist for Borough land, as this is misleading to the public. More information on who is nominating or negotiating the sale of a parcel should be made available to the public before land is classified and sold.

If the Borough moves forward with a rural classification and a sale of the property, this parcel should be **deed restricted for Preservation** of the eastward two thirds of the parcel which contains extremely steep slopes, a tributary of Diamond Creek, and associated wetlands.

Thank you,

Louie Flora
64535 Sheep Drive
Homer, AK 99603

Ps. Please note that I submitted comment to the advisory commission. This public comment takes the place of my previously submitted comment. Thank you.

Hope

Nikiski

(Wik Lake)

Hughes, Aaron

From: Hughes, Aaron
Sent: Friday, June 4, 2021 4:05 PM
To: Hughes, Aaron
Subject: FW: Land Reclassification

From: Tami Johnson <mkquiddity@hotmail.com>
Sent: Wednesday, June 2, 2021 6:54 PM
To: Planning Land Management <LMWeb@kpb.us>
Subject: Land Reclassification

Good Afternoon,

Not being very knowledgeable about the subject of zoning and land classification, I called and talked to Aaron at the Borough. He was very informative and helpful at explaining the process. He encouraged us to send our comments to the Planning Commission. We own land directly across from these two parcels, (013-216-01 & 013-212-48) on Wik Lake. We are concerned with what may happen with these parcels were they designated, rural with no restrictions. The term "no restrictions" leads one to envision the development of potential condos, recreational buildings and attract visitors that would increase the number of people on the lake. Wik Lake has few houses on it and is home to many birds. Residents use it for kayaking and enjoy the peace and quiet the lake provides.

These parcels should be kept as land that should be preserved for the best and highest of the land, taking into account the concern of the residents to maintain the atmosphere that the lake currently provides.

Your time and consideration in this matter, is very much appreciated. Thank you.

John and Tami Johnson
51835 Trader John St.
907-776-5597
mkquiddity@hotmail.com

Soldotna

Sterling

Agency Comments



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

MEMORANDUM

TO: Aaron Hughes, Kenai Peninsula Borough Land Management Agent
FROM: Rick Abboud, AICP, City Planner
DATE: June 14, 2021
SUBJECT: Request for Agency Comments on KPB lands South of the Homer Boat Yard

The Kenai Peninsula Borough solicited comments from the City of Homer Planning office regarding proposed land classification within Homer City Limits, south of the Homer boatyard. These lands are zoned East End Mixed Use. Under HCC 21.27.010, *"The East End Mixed Use (EEMU) District is primarily intended to provide sites for businesses that require direct motor vehicle access and may require larger land area...."* Much of this area is also wetlands. The Army Corps of Engineers requires what they call 'compensatory mitigation' when some wetlands are filled for development. In brief, some of the KPB lands in this area would be ideal for private land owner purchase for mitigation. This conservation activity is part of what allows developers to develop within other wetland areas, or on the subject lots themselves.

For example, a new light industrial subdivision has been developed southwest of the boatyard. The developer was required to hold land in conservation as part of the ACOE permit process within wetlands. As more lands are developed in the immediate area and across Homer, additional wetland areas will be needed for developers to purchase and hold in conservation, as mitigation for the wetlands they will fill for new homes and businesses. As KPB considers selling lands south of the boatyard, some of these lots may be less suitable for development, and may be more attractive for use as mitigation, providing storm water storage and moose habitat.

Homer's 2018 Comprehensive Plan, Chapter 4 Land Use, Implementation item 2-C-1 states, "Work with land trusts and/or public agencies to acquire land for protection and recreational use." Chapter 6, Goal 1 Implementation item 1F-3 "Encourage the utilization of green infrastructure mapping as a means to identify and retain natural drainage channels and important wetlands, which serve drainage functions."

Conclusion: In keeping with these goals, the City suggests that some of the Borough Lands may be ideal for commercial development, while other parcels may be better suited for sale for mitigation measures. Additionally, infrastructure such as roads, water, sewer and storm water connectivity are tangible development considerations, and affect multiple property owners in this area. The City is also working on a storm water master plan. It may be appropriate to integrate the findings of that plan with future land use in this wetlands area. The City welcomes the opportunity for a larger neighborhood conversation on the future development these lands.

Hughes, Aaron

From: Lopez, Samantha
Sent: Tuesday, June 1, 2021 11:47 AM
To: Hughes, Aaron
Cc: Mueller, Marcus
Subject: RE: Agency Review Notice for the Classification of Borough Land

Good morning Aaron,

Please see the River Center comments for the below parcels:

179-080-17 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-16 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-18 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-03 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-04 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-10 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-11 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-12 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-23 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.
179-080-24 Parcel is within a D Zone of the floodplain. This zone has an undetermined flood risk and is non-regulatory.

135-052-24 Parcel lies within the 50-foot Habitat Protection District and is subject to KPB 21.18 Anadromous Waters Habitat Protection.

Thank you,

Samantha Lopez, CFM
River Center Manager
Donald E. Gilman River Center
907-714-2468

KENAI PENINSULA BOROUGH
514 Funny River Road
Soldotna, Alaska 99669



PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to the public upon request.

From: Hughes, Aaron <AaronHughes@kpb.us>
Sent: Tuesday, May 25, 2021 5:02 PM
To: Hughes, Aaron <AaronHughes@kpb.us>
Cc: Mueller, Marcus <MMueller@kpb.us>
Subject: Agency Review Notice for the Classification of Borough Land

Good afternoon. Please find attached Agency Review Notice for the Classification of Borough Land for your review and comment. If you wish to provide comment on the attached classifications including a proposal to retain any of the subject parcels, please provide those comments as outlined in the notice no later than 5:00 pm on June 4, 2021. If you should have any questions in regards to the attached notice, please let me know. Thank you for your time and attention in this matter.

Sincerely,

Aaron Hughes
Land Management Agent
P: (907) 714-2217
F: (907) 714-2378

KENAI PENINSULA BOROUGH
144 North Binkley Street
Soldotna, Alaska 99669



Hughes, Aaron

From: Wiegers, Janice K (DEC) <janice.wiegers@alaska.gov>
Sent: Friday, May 28, 2021 10:03 AM
To: Hughes, Aaron
Cc: Mueller, Marcus; Buss, Stephanie D (DEC)
Subject: <EXTERNAL-SENDER>FW: Agency Review Notice for the Classification of Borough Land

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.

Hello Aaron,

Thank you for the attached notification. We do not have specific comments regarding parcel reclassification. Please note that contaminated sites may be present on these lands.

DEC provides resources for researching the location of Contaminated Sites and Groundwater Plumes at <http://dec.alaska.gov/spar/csp/> through the Search Map and Search Database buttons. If you have questions about a specific site or contaminated groundwater plume, please contact the Staff person listed in the database directly.

State law [18 AAC 75.325(i) and 18 AAC 78.274(b)] requires DEC approval prior to moving or disposing of contaminated soil or water from a Contaminated Site. Additional controls may be placed on some sites, and will be documented in the database.

If you have any questions, please feel free to contact me.

Janice Wiegers
Alaska Department of Environmental Conservation
Contaminated Sites Program
610 University Avenue
Fairbanks, Alaska 99709
Phone: (907) 451-2127
Email: janice.wiegers@alaska.gov

From: Hughes, Aaron [<mailto:AaronHughes@kpb.us>]
Sent: Tuesday, May 25, 2021 5:02 PM
To: Hughes, Aaron <AaronHughes@kpb.us>
Cc: Mueller, Marcus <MMueller@kpb.us>
Subject: Agency Review Notice for the Classification of Borough Land

Good afternoon. Please find attached Agency Review Notice for the Classification of Borough Land for your review and comment. If you wish to provide comment on the attached classifications including a proposal to retain any of the subject parcels, please provide those comments as outlined in the notice no later than 5:00 pm on June 4, 2021. If you should have any questions in regards to the attached notice, please let me know. Thank you for your time and attention in this matter.

Sincerely,

Aaron Hughes
Land Management Agent
P: (907) 714-2217
F: (907) 714-2378

KENAI PENINSULA BOROUGH
144 North Binkley Street
Soldotna, Alaska 99669



Homer

“Exhibit A”



**DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
805 FRONTAGE ROAD, SUITE 200C
KENAI, ALASKA 99611-7717**

REPLY TO
ATTENTION OF:

June 01, 2005

Regulatory Branch
South Section
POA-2005-899-9

Mr. Paul Ostrander
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, Alaska 99669

Dear Mr. Ostrander:

This is in response to your May 31, 2005, request for a Department of the Army (DA) wetland determination for a parcel of land located within section 14, T. 6 S., R. 13 W., Seward Meridian, in Homer, Alaska; and, Latitude 59.60 °N Longitude 151.48 °W.

Based on our review of the information you furnished and information available to our office, we have determined that the above property contains wetlands under Corps regulatory jurisdiction (see enclosure titled, "JURISDICTIONAL DETERMINATION").

This office, due to the size of the properties involved, can not do a definitive delineation of the wetlands that occur on your property. To acquire the necessary data, we suggest that a consultant be hired to gather the field information, from which, we can then map the wetlands on the above mentioned properties. For planning purposes only, we suggest you refer to the Homer wetland mapping to be found on the Kenai Peninsula Borough web site.

Your proposed project site was reviewed pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act. Section 10 of the Rivers and Harbors Act of 1899 requires that a DA permit be obtained for certain structures or work in or affecting navigable waters of the United States (U.S.), prior to conducting the work (33 U.S.C. 403). Section 404 of the Clean Water Act requires that a DA permit be obtained for the placement or discharge of dredged and/or fill material into waters of the U.S., including wetlands, prior to conducting the work (33 U.S.C. 1344).

For regulatory purposes, the Corps of Engineers defines wetlands as those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Navigable waters of the U.S. are those waters subject to the ebb and flow of the tide shoreward to the mean high water mark, and/or other waters identified as navigable by the Alaska District.

Please be advised that land clearing operations involving vegetation removal with mechanized equipment such as front-end loaders, backhoes, or bulldozers with sheer blades, rakes, or discs in wetlands; or windrowing of vegetation, land leveling or other soil disturbances are considered placement of fill material under our jurisdiction.

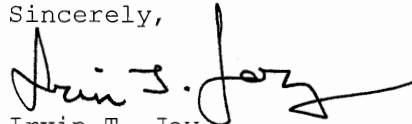
This preliminary jurisdictional determination is valid for a period of five (5) years from the date of this letter, unless new information supporting a revision is provided to this office before the expiration date.

Nothing in this letter shall be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations that may affect any proposed work.

Please take a moment to complete and return the enclosed questionnaire. Our interest is to see how we can continue to improve our service to you, our customer, and how best to achieve these improvements. Upon your request, you may also provide additional comments by telephone or a meeting. We appreciate your efforts and interest in evaluating the regulatory program.

We appreciate your cooperation with the Corps of Engineers' Regulatory Program. Please refer to file number POA-POA-2005-899-9, Kenai River, in future correspondence or if you have any questions concerning this determination. You may contact me at the letterhead address, at (907) 283-3519, or by FAX at (907) 283-3981. For additional information about our Regulatory Program, visit our web site at www.poa.usace.army.mil/reg.

Sincerely,



Irvin T. Joy
Project Manager
South Section

"skip" →

Enclosures

CF via Email w/out enclosures to Agencies outside the Kenai River watershed:

Ms. Lynnda Kahn - USFWS (Kenai)	Ms. Jade Gamble - ADNR-OHMP (Anchorage)
Ms. Jeanne Hanson - NMFS (Anchorage)	Mr. Richard B. Thompson - ADNR/Land (Anchorage)
Mr. Phil North - EPA (Kenai River Center)	Ms. Kara Moore - ADNR/Land (Anchorage)
Ms. Robin Willis - ADFG (Anchorage)	Ms. Kellie Westphal - ADNR/Water (Anchorage)
Ms. Christine Ballard - ACMP (Anchorage)	Mr. John Czarnezki - KPB (Kenai River Center)
Ms. Jane Gabler - Floodplain Administrator, KPB	Ms. Holly Babcock - KPB (Kenai River Center)
Mr. John Breiby - SHPO (Anchorage)	Ms. Mel Langdon - DEC (Anchorage)
Mr. Lee McKinley - ADNR-OHMP - (KRC)	Ms. Susan Magee - ACMP (Anchorage)
Ms. Brie Darr - USFW (Kenai)	Mr. Gary Williams - CZM, KPB (Soldotna)
Mr. Brian Lance - NMFS (Anchorage)	Mr. Larry Dugan - DEC (Anchorage)

JURISDICTIONAL DETERMINATION
U.S. Army Corps of Engineers

DISTRICT: Alaska
FILE NUMBER: POA-2005-899-9

PROJECT LOCATION INFORMATION:

State: Alaska

Borough: Kenai Peninsula Borough

Center coordinates of site (latitude/longitude in degree decimal format): Lat. 59.60° N., Long. 151.48° W.

* Approximate size of area (parcel) reviewed, including uplands: ~~300~~ acres.

Name of nearest waterway: Kachemack Bay

25

JURISDICTIONAL DETERMINATIONMethod: Office determination ☒Onsite determination ☐

Date Form Completed: June 01, 2005

* per 6/8/05 phone call
with "Skip" Jay

Jurisdictional Determination (JD):

☒ Preliminary JD - Based on available information, ☐ there appear to be (or) ☐ there appear to be no "waters of the United States" and/or "navigable waters of the United States" on the project site. A preliminary JD is not appealable (Reference 33 CFR part 331).

☐ Approved JD - An approved JD is an appealable action (Reference 33 CFR part 331).
Check all that apply:

☒ There are "navigable waters of the United States" (as defined by 33 CFR part 329 and associated guidance) within the reviewed area.
Approximate size of jurisdictional area:

☒ There are "waters of the United States" (as defined by 33 CFR part 328 and associated guidance) within the reviewed area.
Approximate size of jurisdictional area:

☐ There are "isolated, non-navigable, intra-state waters or wetlands" within the reviewed area.

☐ Decision supported by SWANCC/Migratory Bird Rule Information Sheet for Determination of No Jurisdiction.

BASIS OF JURISDICTIONAL DETERMINATION:**A. Waters defined under 33 CFR part 329 as "navigable waters of the United States":**

☒ The presence of waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.

B. Waters defined under 33 CFR part 328.3(a) as "waters of the United States":

☒ (1) The presence of waters, which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.

☒ (2) The presence of interstate waters including interstate wetlands.

☒ (3) The presence of other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate commerce including any such waters (check all that apply):

☐ (i) which are or could be used by interstate or foreign travelers for recreational or other purposes.

☐ (ii) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.

☐ (iii) which are or could be used for industrial purposes by industries in interstate commerce.

☒ (4) Impoundments of waters otherwise defined as waters of the US.

* ☒ (5) The presence of a tributary to a water identified in (1) - (4) above.

☒ (6) The presence of territorial seas.

☒ (7) The presence of wetlands adjacent² to other waters of the US, except for those wetlands adjacent to other wetlands.

not checked, none fit category

Rationale for the Basis of Jurisdictional Determination (applies to any boxes checked above). If the jurisdictional water or wetland is not itself a navigable water of the United States, describe connection(s) to the downstream navigable waters. If B(1) or B(3) is used as the Basis of Jurisdiction, document navigability and/or interstate commerce connection (i.e., discuss site conditions, including why the waterbody is navigable and/or how the destruction of the waterbody could affect interstate or foreign commerce). If B(2, 4, 5 or 6) is used as the Basis of Jurisdiction, document the rationale used to make the determination. If B(7) is used as the Basis of Jurisdiction, document the rationale used to make adjacency determination:

DISTRICT: Alaska
FILE NUMBER: POA-2005-899-9

Lateral Extent of Jurisdiction: (Reference: 33 CFR parts 328 and 329)

- * ☒ Ordinary High Water Mark indicated by:
- ☐ clear, natural line impressed on the bank
 - ☐ the presence of litter and debris
 - ☐ changes in the character of soil
 - ☐ destruction of terrestrial vegetation
 - ☐ shelving
 - ☐ other:
- ☒ High Tide Line indicated by:
- ☐ oil or scum line along shore objects
 - ☐ fine shell or debris deposits (foreshore)
 - ☐ physical markings/characteristics
 - ☐ tidal gages
 - ☐ other:
- ☐ Mean High Water Mark indicated by:
- ☐ survey to available datum; ☐ physical markings; ☐ vegetation lines/changes in vegetation types.
- ☒ To the limit of the wetland boundaries

Corps. will need to do site visit before checking

Basis For Not Asserting Jurisdiction:

- ☐ The reviewed area consists entirely of uplands.
- ☐ Unable to confirm the presence of waters in 33 CFR part 328(a)(1, 2, or 4-7).
- ☐ Headquarters declined to approve jurisdiction on the basis of 33 CFR part 328.3(a)(3).
- ☐ The Corps has made a case-specific determination that the following waters present on the site are not Waters of the United States:
 - ☐ Waste treatment systems, including treatment ponds or lagoons, pursuant to 33 CFR part 328.3.
 - ☐ Artificially irrigated areas, which would revert to upland if the irrigation ceased.
 - ☐ Artificial lakes and ponds created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins, or rice growing.
 - ☐ Artificial reflecting or swimming pools or other small ornamental bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.
 - ☐ Water-filled depressions created in dry land incidental to construction activity and pits excavated in dry land for the purpose of obtaining fill, sand, or gravel unless and until the construction or excavation operation is abandoned and the resulting body of water meets the definition of waters of the United States found at 33 CFR 328.3(a).
 - ☐ Isolated, intrastate wetland with no nexus to interstate commerce.
 - ☐ Prior converted cropland, as determined by the Natural Resources Conservation Service. Explain rationale:
 - ☐ Non-tidal drainage or irrigation ditches excavated on dry land. Explain rationale:
 - ☐ Other (explain):

DATA REVIEWED FOR JURISDICTIONAL DETERMINATION (mark all that apply):

- * ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant.
- ☐ Data sheets prepared/submitted by or on behalf of the applicant.
- ☐ This office concurs with the delineation report, dated _____, prepared by (company):
 - ☐ This office does not concur with the delineation report, dated _____, prepared by (company):
- ☐ Data sheets prepared by the Corps
- ☐ Wetland boundary map prepared by the Corps
- ☐ Corps' navigable waters' studies:
- ☐ U.S. Geological Survey Hydrologic Atlas:
 - ☐ U.S. Geological Survey 7.5 Minute Topographic maps:
 - ☐ U.S. Geological Survey 7.5 Minute Topographic maps:
 - ☐ U.S. Geological Survey 15 Minute Historic quadrangles:
 - ☒ U.S. Geological Survey 15 Minute Historic quadrangles: SELDOVIA c-4
 - ☐ USDA Natural Resources Conservation Service Soil Survey:
 - ☒ National wetlands inventory maps: Seldovia C-4
 - * ☒ State/Local wetland inventory maps: — *Corps. used KPB aerial photo*
 - ☐ FEMA/FIRM maps (Map Name & Date):
 - ☐ 100-year Floodplain Elevation is: _____ (NGVD)
 - ☒ Aerial Photographs (Name & Date): Homer 1999
 - ☐ Other photographs (Date):
 - ☐ Advanced Identification Wetland maps:
 - ☐ Site visit [Date(s)]:
 - ☐ Previous determination(s) [File number and date of response letter]:
 - ☐ Applicable/supporting case law:
 - ☐ Other information (please specify):

Signature

¹Wetlands are identified and delineated using the methods and criteria established in the Corps Wetland Delineation Manual (87 Manual) (i.e., occurrence of hydrophytic vegetation, hydric soils and wetland hydrology).

²The term "adjacent" means bordering, contiguous, or neighboring. Wetlands separated from other waters of the U.S. by man-made dikes or barriers, natural river berms, beach dunes, and the like are also adjacent.

Request for a Jurisdictional Determination from the Regulatory Branch of the U.S. Army Corps of Engineers

Instructions: Provide the information on this sheet along with a map of the property and send it to one of the Corps offices listed on the back of this form.

KENAI PENINSULA BOROUGH
NAME

144 N. BINKLEY ST
ADDRESS 1

ADDRESS 2

SOLDOTNA AK 99669
CITY STATE ZIP

PHONE - HOME

907-714-2203

PHONE - WORK

907-262-8618

FAX

Property Location:

Section 14 Township 6S Range 13W Meridian S.M. Nearest City HOMER

Lot: _____ Block: _____ Tract: _____ Subdivision Name: GOVERNMENT LOTS
6, 7, 11, 12, 13, 18, 19, 20, 22, & 23

Physical Address (if any): _____

Directions to the property: SEE ATTACHED

How are the boundaries of the property identified? _____

Do you own the land? ☒ Yes or No

If "Yes", do we have your permission to visit the property? ☒ Yes or No

If you do not own the property and in the event a site visit is necessary, provide a written statement from the landowner allowing the Corps of Engineers to enter the site.

Signature: Paul Oshauk

Date: 5/23/05

Mail to the Corps office responsible for the geographic area that encompasses your property.
(See back)

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

of pages 2

To Dan
Dept./Agency

From Reece James
Phone #

Fax #

Fax #

Page

NSN 7540-01-317-7068

5088-101

GENERAL SERVICES ADMINISTRATION

Fairbanks Area

The Fairbanks Field Office is responsible for the area encompassed by the following U.S. Geological Survey 7.5 minute quadrangles: Beaver, Bettles, Big Delta, Chandalar, Circle, Fairbanks, Livengood, Tanana and Wiseman. Communities include Circle, Central, Delta Junction, Fairbanks, Nenana, Minto, and Tanana.

U.S. Army Corps of Engineers, Fairbanks Field Office, 3437 Airport Way, Suite 206, Fairbanks, Alaska 99709-4777.

Phone (907) 474-2166. FAX (907) 474-2164.

Juneau Area

The Juneau Field Office is primarily responsible for the area encompassed by the City and Borough of Juneau, as well as Haines, Skagway, Cordova, Hoonah, and portions of Prince of Wales Island.

U.S. Army Corps of Engineers, Juneau Field Office, 8800 Glacier Highway, Suite 106, Juneau, Alaska 99801-8079.

Phone (907) 790-4490. FAX (907) 790-4499.

Kenai Area

The Kenai Field Office is responsible for an area within an eastern limit of the Moose River, west to Cook Inlet, north to Nikiski, and south to the tip of the Homer Splt. Communities serviced by Kenai Field Office include Kenai, Soldotna, Kaslof, Nikiski, Clam Gulch, Ninilchik, Anchor Point, Homer, and parts of Sterling.

U.S. Army Corps of Engineers, Kenai Field Office, 805 Frontage Road, Suite 200C, Kenai, Alaska 99611-7755.

Phone (907) 283-3519. FAX (907) 283-3981.

All Other Parts of Alaska

U.S. Army Corps of Engineers, Regulatory Branch, P.O. Box 6898, Elmendorf AFB, Alaska 99506-0898.

Phone us in Anchorage at (907) 753-2712 or toll free at (800) 478-2712. FAX (907) 753-5567.

For more information concerning the Corps' Regulatory Program visit
www.poa.usace.army.mil/reg

LITTLE FIREWEED LN

Subject Property

REC'D AUG 18 1982



Box 335
Homer, Alaska 99603

REPLY TO:

- ☐ City Hall
Phone 235-8121
- ☐ Port of Homer
Phone 235-8597
- ☐ Harbor Master
Phone 235-8959
- ☐ Public Works Dept.
Phone 235-8120

August 13, 1982

The Honorable Stan Thompson
Mayor, Kenai Peninsula Borough
Box 850
Soldotna, Alaska 99669

Dear Stan:

Enclosed is a resolution from the Homer City Council requesting that the Kenai Peninsula Borough Assembly classify Lots 6, 7, 11, 12, 13, 18, 19, 20, 22, 23, Section 14, T6N, R13W, S.M., within the city limits of Homer, for public use. These lots are shown on the enclosed exhibit which shows the relationship of borough owned lands to the existing city lands.

The city is making the request for a number of reasons which are outlined below.

1. A study of the recreation needs for the City of Homer was completed this past summer. It included a survey of city residents, non-residents and tourists to measure the interest in recreation and the types of activities desired by the public. One of the basic findings of this report is that the City of Homer is deficient in developed recreation areas and availability of city lands suitable for future development.
2. Of urgent need are areas suitable for the development of ballfields to meet the needs of softball, baseball, soccer, rugby and other athletic events. Almost 500 individuals, both city and non-city residents, participated in the city's little league and adult softball program during the 1981 season. The existing facilities are completely inadequate to meet this growing demand. Participants were required to play on less than regulation size ballfields and to shorten the time required to complete games due to intense scheduling.

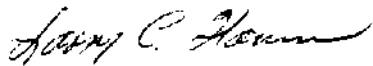
3. There is very little undeveloped public land within the city limits which can be developed for use by the public. The city owns a total of 16 acres of undeveloped land, ten of which consists of four 2 1/2 acre parcels interspersed with the borough lands outlined above. (The City Council has also dedicated these city lands to public use in the enclosed resolution.)
4. Due to severe geographic constraints and the amount of land already subdivided, there is no public land and very little private land within the city limits that can be developed for larger scale public uses. (You have no doubt recognized this in your search for a school site.)
5. The particular land in question is located in a low lying area of the city underlain by a thick layer of peat which would be very expensive to intensively develop at the present time. By utilizing the property now for large scale non-intensive public uses it could still be developed in the future for other, more intensive uses as the area itself develops.

If retained in public ownership, the lands would remain open to the public for a variety of uses including provision of access to adjacent city lands, nature study, and open space. In the future the city would be interested in developing portions of the land for playing fields, as needed.

This request is made pursuant to Section 17.04.100 of the Kenai Peninsula Borough Code of Ordinances. We have been in contact with Carolyn Thompson, on your staff, who has advised us of the procedures for making this request.

If there is anything further you require, please let us know.

Very truly yours,


Larry C. Farnen
City Manager

LCF/RK/pb

enclosures

13
14 HOMER CITY LIMITS

392

5
3.5 AC

6
BOR. 4
2.5 AC

7
BOR. 3
2.5 AC

8
BOR. 2
2.5 AC

9
PRIV. 1
2.5 AC

10
CITY 9
2.1 AC

11
BOR. 10
2.5 AC

12
BOR. 11
2.5 AC

13
BOR. 12
2.5 AC

14
BOR. 13
2.5 AC

15
BOR. 14
2.5 AC

16
BOR. 15
2.5 AC

17
BOR. 16
2.5 AC

18
BOR. 17
2.5 AC

19
BOR. 18
2.5 AC

20
BOR. 19
2.5 AC

21
BOR. 20
2.5 AC

22
BOR. 21
2.5 AC

23
BOR. 22
2.5 AC

24
BOR. 23
2.5 AC

25
BOR. 24
2.5 AC

26
BOR. 25
2.5 AC

27
BOR. 26
2.5 AC

28
BOR. 27
2.5 AC

29
BOR. 28
2.5 AC

30
BOR. 29
2.5 AC

31
BOR. 30
2.5 AC

32
BOR. 31
2.5 AC

33
BOR. 32
2.5 AC

34
BOR. 33
2.5 AC

35
BOR. 34
2.5 AC

36
BOR. 35
2.5 AC

37
BOR. 36
2.5 AC

38
BOR. 37
2.5 AC

39
BOR. 38
2.5 AC

40
BOR. 39
2.5 AC

41
BOR. 40
2.5 AC

42
BOR. 41
2.5 AC

43
BOR. 42
2.5 AC

44
BOR. 43
2.5 AC

45
BOR. 44
2.5 AC

46
BOR. 45
2.5 AC

47
BOR. 46
2.5 AC

48
BOR. 47
2.5 AC

49
BOR. 48
2.5 AC

50
BOR. 49
2.5 AC

51
BOR. 50
2.5 AC

52
BOR. 51
2.5 AC

53
BOR. 52
2.5 AC

54
BOR. 53
2.5 AC

55
BOR. 54
2.5 AC

56
BOR. 55
2.5 AC

57
BOR. 56
2.5 AC

58
BOR. 57
2.5 AC

59
BOR. 58
2.5 AC

60
BOR. 59
2.5 AC

61
BOR. 60
2.5 AC

62
BOR. 61
2.5 AC

63
BOR. 62
2.5 AC

64
BOR. 63
2.5 AC

65
BOR. 64
2.5 AC

66
BOR. 65
2.5 AC

67
BOR. 66
2.5 AC

68
BOR. 67
2.5 AC

69
BOR. 68
2.5 AC

70
BOR. 69
2.5 AC

71
BOR. 70
2.5 AC

72
BOR. 71
2.5 AC

73
BOR. 72
2.5 AC

74
BOR. 73
2.5 AC

75
BOR. 74
2.5 AC

76
BOR. 75
2.5 AC

77
BOR. 76
2.5 AC

78
BOR. 77
2.5 AC

79
BOR. 78
2.5 AC

80
BOR. 79
2.5 AC

81
BOR. 80
2.5 AC

82
BOR. 81
2.5 AC

83
BOR. 82
2.5 AC

84
BOR. 83
2.5 AC

85
BOR. 84
2.5 AC

86
BOR. 85
2.5 AC

87
BOR. 86
2.5 AC

88
BOR. 87
2.5 AC

89
BOR. 88
2.5 AC

90
BOR. 89
2.5 AC

91
BOR. 90
2.5 AC

92
BOR. 91
2.5 AC

93
BOR. 92
2.5 AC

94
BOR. 93
2.5 AC

95
BOR. 94
2.5 AC

96
BOR. 95
2.5 AC

97
BOR. 96
2.5 AC

98
BOR. 97
2.5 AC

99
BOR. 98
2.5 AC

100
BOR. 99
2.5 AC

101
BOR. 100
2.5 AC

102
BOR. 101
2.5 AC

103
BOR. 102
2.5 AC

104
BOR. 103
2.5 AC

105
BOR. 104
2.5 AC

106
BOR. 105
2.5 AC

107
BOR. 106
2.5 AC

108
BOR. 107
2.5 AC

109
BOR. 108
2.5 AC

110
BOR. 109
2.5 AC

111
BOR. 110
2.5 AC

112
BOR. 111
2.5 AC

113
BOR. 112
2.5 AC

114
BOR. 113
2.5 AC

115
BOR. 114
2.5 AC

116
BOR. 115
2.5 AC

117
BOR. 116
2.5 AC

118
BOR. 117
2.5 AC

119
BOR. 118
2.5 AC

120
BOR. 119
2.5 AC

121
BOR. 120
2.5 AC

122
BOR. 121
2.5 AC

123
BOR. 122
2.5 AC

124
BOR. 123
2.5 AC

125
BOR. 124
2.5 AC

126
BOR. 125
2.5 AC

127
BOR. 126
2.5 AC

128
BOR. 127
2.5 AC

129
BOR. 128
2.5 AC

130
BOR. 129
2.5 AC

131
BOR. 130
2.5 AC

132
BOR. 131
2.5 AC

133
BOR. 132
2.5 AC

134
BOR. 133
2.5 AC

135
BOR. 134
2.5 AC

136
BOR. 135
2.5 AC

137
BOR. 136
2.5 AC

138
BOR. 137
2.5 AC

139
BOR. 138
2.5 AC

140
BOR. 139
2.5 AC

141
BOR. 140
2.5 AC

142
BOR. 141
2.5 AC

143
BOR. 142
2.5 AC

144
BOR. 143
2.5 AC

145
BOR. 144
2.5 AC

146
BOR. 145
2.5 AC

147
BOR. 146
2.5 AC

148
BOR. 147
2.5 AC

149
BOR. 148
2.5 AC

150
BOR. 149
2.5 AC

151
BOR. 150
2.5 AC

152
BOR. 151
2.5 AC

153
BOR. 152
2.5 AC

154
BOR. 153
2.5 AC

155
BOR. 154
2.5 AC

156
BOR. 155
2.5 AC

157
BOR. 156
2.5 AC

158
BOR. 157
2.5 AC

159
BOR. 158
2.5 AC

160
BOR. 159
2.5 AC

161
BOR. 160
2.5 AC

162
BOR. 161
2.5 AC

163
BOR. 162
2.5 AC

164
BOR. 163
2.5 AC

165
BOR. 164
2.5 AC

166
BOR. 165
2.5 AC

167
BOR. 166
2.5 AC

168
BOR. 167
2.5 AC

169
BOR. 168
2.5 AC

170
BOR. 169
2.5 AC

171
BOR. 170
2.5 AC

172
BOR. 171
2.5 AC

173
BOR. 172
2.5 AC

174
BOR. 173
2.5 AC

175
BOR. 174
2.5 AC

176
BOR. 175
2.5 AC

177
BOR. 176
2.5 AC

178
BOR. 177
2.5 AC

179
BOR. 178
2.5 AC

180
BOR. 179
2.5 AC

181
BOR. 180
2.5 AC

182
BOR. 181
2.5 AC

183
BOR. 182
2.5 AC

184
BOR. 183
2.5 AC

185
BOR. 184
2.5 AC

186
BOR. 185
2.5 AC

187
BOR. 186
2.5 AC

188
BOR. 187
2.5 AC

189
BOR. 188
2.5 AC

190
BOR. 189
2.5 AC

191
BOR. 190
2.5 AC

192
BOR. 191
2.5 AC

193
BOR. 192
2.5 AC

194
BOR. 193
2.5 AC

195
BOR. 194
2.5 AC

196
BOR. 195
2.5 AC

197
BOR. 196
2.5 AC

198
BOR. 197
2.5 AC

199
BOR. 198
2.5 AC

200
BOR. 199
2.5 AC

201
BOR. 200
2.5 AC

202
BOR. 201
2.5 AC

203
BOR. 202
2.5 AC

204
BOR. 203
2.5 AC

205
BOR. 204
2.5 AC

206
BOR. 205
2.5 AC

207
BOR. 206
2.5 AC

208
BOR. 207
2.5 AC

209
BOR. 208
2.5 AC

210
BOR. 209
2.5 AC

211
BOR. 210
2.5 AC

212
BOR. 211
2.5 AC

213
BOR. 212
2.5 AC

214
BOR. 213
2.5 AC

215
BOR. 214
2.5 AC

216
BOR. 215
2.5 AC

217
BOR. 216
2.5 AC

218
BOR. 217
2.5 AC

219
BOR. 218
2.5 AC

220
BOR. 219
2.5 AC

221
BOR. 220
2.5 AC

222
BOR. 221
2.5 AC

223
BOR. 222
2.5 AC

224
BOR. 223
2.5 AC

225
BOR. 224
2.5 AC

226
BOR. 225
2.5 AC

227
BOR. 226
2.5 AC

228
BOR. 227
2.5 AC

229
BOR. 228
2.5 AC

230
BOR. 229
2.5 AC

231
BOR. 230
2.5 AC

232
BOR. 231
2.5 AC

233
BOR. 232
2.5 AC

234
BOR. 233
2.5 AC

235
BOR. 234
2.5 AC

236
BOR. 235
2.5 AC

237
BOR. 236
2.5 AC

238
BOR. 237
2.5 AC

239
BOR. 238
2.5 AC

240
BOR. 239
2.5 AC

241
BOR. 240
2.5 AC

242
BOR. 241
2.5 AC

243
BOR. 242
2.5 AC

244
BOR. 243
2.5 AC

245
BOR. 244
2.5 AC

246
BOR. 245
2.5 AC

247
BOR. 246
2.5 AC

248
BOR. 247
2.5 AC

249
BOR. 248
2.5 AC

250
BOR. 249
2.5 AC

251
BOR. 250
2.5 AC

252
BOR. 251
2.5 AC

253
BOR. 252
2.5 AC

254
BOR. 253
2.5 AC

255
BOR. 254
2.5 AC



CITY OF HOMER

CITY HALL

491 EAST PIONEER AVENUE

HOMER, AK 99603-7624

TELEPHONE (907) 235-8121

TELECOPIER (907) 235-3140

20 November 1989

Don Gilman, Mayor
Kenai Peninsula Borough
144 N. Binkley St.
Soldotna, AK 99669

Lanning
RECEIVED

NOV 21 1989

RE: USE OF BOROUGH LANDS - HOMER, ALASKA

Dear Don:

The Homer Parks & Recreation Advisory Commission at their regular meeting of November 16, 1989 unanimously moved to ask for a follow-up regarding the status of Resolution 89-34 (A) requesting the Kenai Peninsula Borough to deed 25 acres of land to the City of Homer for public use, as well as Resolution 89-35 (A) requesting a use permit or joint use agreement to utilize a portion of the Paul Banks School property for public park use.

It is my understanding that Chairman Louis Strutz delivered these resolutions to you earlier this summer. I assume these and other matters of business have been lost in the oil shuffle, but the Commission is eager to pursue both of these issues and I would be happy to do anything within my power to help facilitate both matters.

Thank you for your attention to this request and if additional information is required, please advised.

Sincerely,

CITY OF HOMER

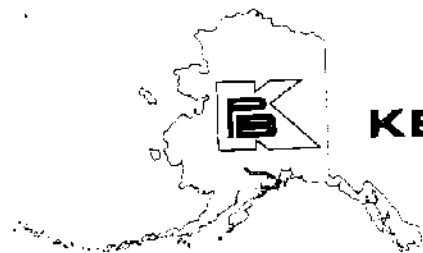
Philip C. Shealy
Philip C. Shealy
City Manager

PCS/tw

Enc (3)

cc: Louis Strutz





KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA 99669
PHONE (907) 262-4441

DON GILMAN
MAYOR

November 22, 1989

Mr. Philip C. Shealy, City Manager
City of Homer
491 East Pioneer Ave.
Homer, AK 99603-7624

Subject: Borough Land - Homer, Alaska

Dear Mr. Shealy:

Mayor Gilman has referred your letter dated November 20, 1989, regarding the use of certain borough lands, to me for response.

The subject of conveying Government Lots 6,7,11,12,13,18,19,20,22 and 23, Sec. 14, T6S, R13W, S.M. to the city has lain idle for some time. We received the final decision on transferring this land from the state to the borough in 1982. In 1983 draft legislation was prepared which would have classified this land for public use. However, this was not presented to the assembly, because we had not received title. That situation has not changed and it appears a longer delay can be expected. The municipal entitlement section of DNR was not funded for this year and most of their activities have been suspended, to which we have voiced strong objection.

We believe that before public funds are expended on development of land, it is prudent to have full title to the property. We are reluctant to transfer management authority on selection approved lands due to the hidden issues that may surface. We will continue to work on this situation and keep you advised.

On the matter of a joint use agreement for a portion of the Paul Banks Elementary School property, we will initiate action by referring the matter to school officials for comments. We shall also keep you informed on this matter.

Sincerely,


Richard P. Troeger
Planning Director

RPT/rs

cc: Don Gilman, Mayor
Carolyn Turkington, Land Management Office ✓

CITY OF HOMER
HOMER, ALASKA

RESOLUTION 89-34(a)

A RESOLUTION OF THE HOMER CITY COUNCIL RESERVING TEN ACRES OF CITY OWNED LAND FOR PUBLIC PURPOSES AND REQUESTING THE KENAI PENINSULA BOROUGH TO DEED TWENTY-FIVE ACRES OF LAND TO THE CITY OF HOMER FOR PUBLIC USE.

WHEREAS, the City of Homer has a State of Alaska patent, dated September 11, 1973 to Lots 10, 21, 24 and 25 of Section 14, T6S, R13W, S.M. consisting of approximately ten acres in four separate lots of undeveloped land within the city limits; and

WHEREAS, government Lots 6, 7, 11, 12, 13, 18, 19, 20, 22 and 23 of Section 14, T6S, R13W, S.M. are in the process of being transferred from the State of Alaska to the Kenai Peninsula Borough; and


WHEREAS, the Parks and Recreation Commission at a special meeting held March 31, 1989 recommended that the City Council direct staff to contact the Borough and proceed with negotiations for development of the Kachemak Drive Sports Park as identified in the 1989 Capital Improvement Program for the City of Homer; and

WHEREAS, the City of Homer by Resolution 82-39, 84-25 and 87-84 has stated their intent to reserve ten acres of city owned land for public purposes as well as requesting the Kenai Peninsula Borough to classify twenty-five acres of land for public use and combine all fourteen parcels into a public park.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Homer reserves Lot 10, 21, 24 and 25, Section 14, T6S, R13W, S.M., containing ten acres for public purpose and request that the Kenai Peninsula Borough deed Lot 6, 7, 11, 12, 13, 18, 19, 20, 22 and 23 of Section 14, T6S, R13W, S.M., containing twenty-five acres of land to the City of Homer as public use lands per Section 17.04.090 of the Kenai Peninsula Borough Code of Ordinances for a public park.

DATED this 10th day of April, 1989 at Homer, Alaska

CITY OF HOMER


JOHN P. CALHOUN, MAYOR

ATTEST:


PATTI J. WHALIN, CITY CLERK

CITY OF HOMER
HOMER, ALASKA

RESOLUTION 89-35(a)

A RESOLUTION OF THE HOMER CITY COUNCIL REQUESTING A USE PERMIT OR JOINT USE AGREEMENT TO UTILIZE A PORTION OF THE PAUL BANKS SCHOOL PROPERTY FOR PUBLIC PARK USE.

WHEREAS, the Homer Park and Recreation Commission has recommended that a portion of the publicly owned land behind Paul Banks Elementary School include a day use park for children, ball fields and a connection point for trail development from the city center eastward; and

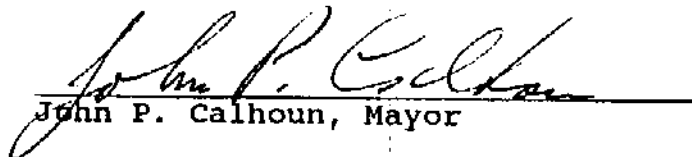
WHEREAS, the City Council of Homer did adopt the Paul Banks Day Use Park as part of the 1989 Capital Improvement Program; and

WHEREAS, the Parks and Recreation Commission at their Special Meeting held March 31, 1989 recommended that the City Council direct staff to contact the Borough and proceed with negotiations of a use permit to provide for the Paul Banks Day Use Park.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Homer request the Kenai Peninsula Borough to issue a use permit or joint use agreement for a portion of the Paul Banks Elementary School property as a day use park to be constructed and maintained by the City of Homer to provide appropriate ball fields and other day use park facilities for the area citizens.

DATED this 10th day of April, 1989 at Homer, Alaska.

CITY OF HOMER


John P. Calhoun, Mayor

ATTEST:


Patti J. Whalen, City Clerk

UNAPPROVED MINUTES

Session 89-12, the regular meeting of the Homer Parks and Recreation Advisory Commission was called to order by Chairman Strutz at 7:32 p.m. at Homer City Hall, Council Chambers, 491 E. Pioneer Avenue, Homer, Alaska, 99603.

CALL TO ORDER

ROLL CALL

PRESENT: COMMISSIONERS: KING, HARRY, HUNT, STRUTZ,
GLIDDEN

STAFF: PWD DIRECTOR HOBBS
PWD ADMIN. ASSIST. STEVENSON
DEPUTY CITY CLERK SHANNON

OTHERS: CITY COUNCILMAN GREGOIRE

ABSENT: COMMISSIONERS: SPENCE (excused)

APPROVAL OF AGENDA

The agenda was approved with the additions of Items B., C., and D. under Commission Business as presented by Chairman Strutz. Item B. Report on the Sports Complex, Item C. Paul Banks Joint Use Agreement and Item D. Visitor's Center Proposal.

APPROVAL OF MINUTES

A. Regular meeting minutes of October 19, 1989.

Commissioner Harry noted on the last page under Commissioner Comments that she does not want the worksessions to start earlier. There being no further corrections the minutes were approved as corrected.

STAFF REPORT

PENDING BUSINESS

A. Kachemak Heritage Land Trust Trails Project

Commissioner Hunt reported that he had been unable to contact Ranger Jeff Johnson, adding that his intention is to invite Mr. Johnson to the December regular meeting.

COMMISSION BUSINESS

A. Development of Parks & Recreation Department

Chairman Strutz stated that time needs to be taken to hire someone interested in parks, that the job could be done for \$10,000 (each season), and that the job would be done better than it is presently being done. He stated that the P/R

PARKS AND RECREATION ADVISORY COMMISSION
REGULAR MEETING MINUTES
NOVEMBER 16, 1989

Department person would need to be concerned with maintenance, development, promotion and must be a good scrounger.

Commissioner Harry queried Councilman Gregoire regarding introduction of an Ordinance for the Parks & Recreation Department.

Councilman Gregoire drew attention to the letter from Mr. Shealy contained in the packet.

Public Works Director Hobbs advised the Commission of the December 4th Budget worksession with the Council and the Commissions, suggesting that this would be the appropriate time for the Commission to give their views regarding the establishment of a Parks & Recreation Department. Mr. Hobbs suggested that in this manner the Ordinance could then be drawn to develop a Parks & Recreation Department with a budget for equipment, personnel and et cetera and could be on the December 11th Council Meeting Agenda or if the Commission desired Mr. Gregoire could introduce an Ordinance at the November 27th meeting.

HUNT/KING - MOVED TO SEND A REPRESENTATIVE TO THE NOVEMBER 27TH MEETING, AS THE NEW ORDINANCE NOW ALLOWS, TO PROPOSE ESTABLISHMENT OF A PARKS & RECREATION DEPARTMENT.

VOTE: YES: HUNT, STRUTZ, GLIDDEN, HARRY, KING.

Motion carried.

B. Report on Sport's Complex

Chairman Strutz expressed concern regarding the status of the Resolutions which Council had passed and which he had hand delivered to Mayor Gilman regarding both the forty acres at the east end of the runway for a Sport's Complex and the proposed joint use agreement with Paul Banks Elementary.

KING/HUNT - MOVED TO ASK THE CITY MANAGER TO FOLLOW UP ON THESE RESOLUTIONS.

VOTE: YES: STRUTZ, GLIDDEN, HARRY, KING, HUNT

Motion carried.

C. Paul Banks Joint Use Agreement

Addressed under Sport's Complex.

D. Visitor's Center Proposal

Chairman Strutz reported that when he was notified that there was State Funding available there were only four days in which to get the information completed. Mr. Gregoire



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

**Department of
Fish and Game**

DIVISION OF WILDLIFE CONSERVATION
Southcentral Region

3298 Douglas Place
Homer, Alaska 99603
907.235.8191

23 November, 2015

To whom it may concern,

This letter is written in response to a request by the Kachemak Moose Habitat, Inc. to evaluate land relative to the importance to moose in and around the greater Beluga Lake wetlands. KMHI has a long history of protecting moose habitat on the Kenai Peninsula, particularly in the Homer area. Wetlands around the greater Beluga Lake area provide important wintering habitat for moose in the Homer area. When there are deep snow winters, the Homer bench area can hold a significant portion of the moose population on the lower Kenai Peninsula. The greater Beluga Lake area is important winter habitat that contributes to the health of the moose population on the lower Kenai Peninsula.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas McDonough".

Thomas McDonough
Wildlife Biologist
Alaska Department of Fish and Game
Homer, AK 99603
thomas.mcdonough@alaska.gov
907-399-8241

HOMER WETLAND COMPLEXES AND MANAGEMENT STRATEGIES

Moose Population and Movements Around Homer

Moose have been abundant on the Kenai Peninsula for over 100 years (Lutz 1960). Moose are an important resource for hunters and are a desired spectacle for local wildlife viewers and tourists. Densities around the state vary according to the quality of the habitat, predation levels, and other factors. The moose population around the greater Homer area (south of the Anchor River to Kachemak Bay) is currently over 500 animals and is considered a high-density population (Schwartz and Franzman 1989) with about 3 moose per square mile. This Homer moose population is currently the most abundant and productive population on the Kenai Peninsula. Moose from this population likely act as a "source" population in providing dispersing individuals to areas of lower moose densities around the lower Kenai Peninsula (Labonte et al. 1998).

Moose have evolved and adapted to habitat changes influenced by fire (Spencer and Hakala 1964, Lorange et al. 1990) and other natural disturbances. While disturbances such as fire increase the quality and quantity of browse for moose over time with the regeneration of new plant growth, the habitat changes caused by human development can remove important moose forage, eliminate access to existing forage, and/or fragment available browse into small and disconnected areas.

Moose and humans have shared the landscape in various Alaskan communities for many years. Moose inhabit areas within Anchorage because there still is available habitat. However, human moose conflicts continue to increase as the human population grows and the amount of moose habitat decreases. Moose have been radiocolored in Anchorage using GPS technology that records locations multiple times each day. The data have not been analyzed; however, moose in urban areas appear to spend most of their time in natural areas including parks, greenbelts, and undeveloped properties near developments (R. Sinnott, Anchorage ADF&G biologist, pers. comm.). These "green areas" provide moose browse, cover to escape from human disturbance and to stay cool, bedding areas for rest and food processing, and undisturbed areas for calving.

Moose around Homer eat a wide variety of vegetation based on the nutritional quality and availability of the plant species. In the summer when vegetation is plentiful, moose eat leaves from birch and willow along with forbs, grasses, sedges, and aquatic plants (LeResche and Davis 1973). During the winter, food is often limiting and moose focus on twigs of limited nutritional quality such as birch, willow, and ornamentals planted around human residences. Willows are an integral part of the diet for moose especially in the winter. During the winter, when moose browse greater than 30% of the previous summers growth of willow stems, there can be an increase in the production of new stems the following year (Collins 2002). However, browsing over 80% of the previous years growth will increase the production of secondary plant compounds, which limits the amount of nutrition the moose receives from the plant (Collins 2002). Continued browsing of the new annual growth of a plant, such as paper birch, year after year can eventually kill the plant (Oldemeyer 1983). Every winter in Homer, most preferred willow species suffer nearly 100% browsing of the previous summers plant growth.

Moose spend much of their time along forest edges because of the availability of good browse and for avoiding human disturbance (Bangs et al. 1985). Utilization of moose browse species will increase with the severity of the winter snowfall (Collins 2002). Winter snow conditions are often severe in Homer. Deep snow conditions cover food sources and make traveling more energetically difficult for moose, especially calves. The deep snow winters of 1991/92, 1994/95, 1997/98, and 1998/99 resulted in severe over-browsing of the available moose habitat and caused the death of over 200 moose in and around the city of Homer due to malnutrition. Even in relatively mild winters such as 2005-06, over 10 moose died in residential areas in Homer during late winter due to malnutrition. These mortality totals do not include many moose that die due to malnutrition and are unreported or undetected.

It is likely that a low-density moose population could survive within expansive human development with or without mitigating development and proactive planning for protecting moose habitat. However, mitigation measures to protect certain critical moose habitat patches in Homer will improve the long-term sustainability of our local moose population. The Homer moose population is currently a high-density population and the growth in the local moose population during the past 5-10 years has bolstered moose numbers in areas surrounding Homer. Moreover, failing to protect important habitats for moose in Homer will ensure a large proportion of the population will die due to malnutrition every winter. Negative moose-human interactions will also rise as moose increase their movements between available food patches and act defensively while feeding on small browse patches around human residences.

The purpose of identifying important areas of moose habitat and mitigating development of these habitats is not to improve or enhance the moose habitat that currently exists. The purpose is to lessen the impact of habitat loss that is inevitable with development. The assumption is that the public wants the local moose population to be healthy and negative encounters between humans and moose to be low. A desired decrease in the moose population to reduce potential human-moose conflicts should warrant a detailed plan of moose reductions via hunting rather than a slow removal of their prime habitat in the city and subsequent mortality due to malnutrition when winter snow conditions are severe. If the direction of wildlife management is to maintain a healthy moose population, then an active habitat management program is required. Providing mitigation measures for the human development of high-quality moose habitat within the City of Homer is a wise first step.

Thomas McDonough
Wildlife Biologist
Alaska Department of Fish & Game
5 June 2006



Synopsis

In 2005-2006 representatives of the City of Homer, US Army Corps of Engineers, Environmental Protection Agency, US Fish & Wildlife Service, Kachemak Bay Research Reserve, Cook Inletkeeper, Kenai Watershed Forum, Natural Resources Conservation Service, and Alaska Department of Fish & Game met to assess Homer wetlands. After a thorough review of methods, a scoring protocol was developed and all wetlands were scored.

These strategies arose from that effort and are currently being used by some agency personnel to comment on Clean Water Act Section 404 wetland permits.

Beluga Lake

Prohibit fill in Beluga Lake or the two associated wetland polygons (docks are permitted).

Beluga Slough

Development in tidally influenced wetlands should be prohibited.

Beluga Slough Discharge Slope

Development should be encouraged in this core area of Homer. Mitigate for the loss of moose habitat. Further development north of Bunnel Avenue and east of Main Street should be discouraged. A goal of this plan is to bring private parcels in this area into conservation status. Development in tidally influenced wetlands should be prohibited.

Bridge Creek Wetlands

The wetland management strategy for this watershed is the same as the Bridge Creek Watershed Protection ordinance, which includes a prohibition on filling wetlands.

Diamond Creek Wetlands

Maintain large lot sizes. Maintain a 100 ft setback of natural vegetation along either side of Diamond Creek and its tributaries. Crossings should be perpendicular to the channel, via bridge or oversized culvert and involve the minimum amount of fill necessary for safety. Where uplands exist on a lot they must be used prior to filling wetlands. If more than 3% of wetlands on any lot are converted to hardened surface they must be compensated for with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Downtown wetlands

On City-owned parcels, maintain greenbelts incorporating storm water retention designs. Where uplands exist on a lot they must be used prior to filling wetlands. If more than 3% of wetlands on any lot are converted to hardened surface they must be compensated for with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

East Beluga Discharge

Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Site design should include hydrologic connectivity to upstream and downstream parcels. Moose habitat values are high throughout. Moose habitat should be preserved or mitigated. Development along the border with the East Homer Drainageway Complex should maintain an 85 ft buffer of natural vegetation.

East Homer Drainageway

This area should be targeted for preservation and restoration. Encourage purchasing of private lots by Kachemak Heritage Land Trust, Moose Habitat Incorporated and others. If possible, restore hydrology and repair or implement suitable storm water management measures along Kachemak Drive. Some fill may be allowed along Kachemak Drive.

Kachemak Kettle

Maintain a 100 ft buffer along the East Homer Drainageway. Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Lampert Peatland

Maintain a 100 ft buffer around Lampert Lake. Mitigate for lost hydrologic, general habitat, and moose habitat functions in wetlands west of Lampert Lake. Discourage further development of wetlands east of Lampert Lake. Prohibit wetland filling more than 400 ft from Kachemak Drive.

Landfill Kettle

Restrict development to the south side of the wetlands and along the highway. Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated. The peatlands should be preserved and buffered with a 50 ft setback of undisturbed natural vegetation as they are highly functional for water retention and filtering.

Loop Kettle

Loss of moose habitat should be mitigated.

NE Slough

Retain natural vegetation as is practicable. Preserve existing wetlands for water quality functions and moose habitat.

N. Paul Banks Discharge

Encourage development here. Retain natural vegetation as is practicable. Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Ocean Kettle

Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Ocean Drive Kettle

Retain natural vegetation as is practicable. Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Outer Loop Kettle

Retain natural vegetation as is practicable. Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Overlook Park

Public lands: Maintain in conservation status and manage according to site management plan. Private Lands: Maintain moose habitat by limiting fill to the minimum necessary for a residence and minimum driveway and parking. No ditching or changes to drainageways should be allowed. Locate roads out of wetlands and out of drainageways to the extent possible. Maintain a 100 ft setback of natural vegetation on either side of Overlook Creek.

Palmer Drainageway and Fan

Maintain a 100 ft setback of natural vegetation on either side of Palmer Creek. Crossings should be perpendicular to the channel via bridge or oversized culvert and involve the minimum amount of fill necessary for safety. All of these wetlands should be preserved. A wetlands bank with Moose Habitat Incorporated will target private parcels in this area, along with the East Homer Drainageway, for purchase and preservation. Wetlands within the City of Homer that have been targeted for moose mitigation are eligible to receive credits from this bank.

Raven Kettle & Roger's Loop Depression

Avoid wetland fill. Maintain the hydrologic integrity of drainageways and water retention and filtration capacity of the complex. Where uplands exist on a lot they must be used prior to filling wetlands. If more than 3% of wetlands on any lot are converted to hardened surface they must be compensated for with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Runway Discharge

Within the airport boundary wetland hydrology should be maintained. Public lands: Those tracts outside the airport boundary should be maintained and managed for the values of the Homer Airport Critical Habitat Area. Private lands: Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

Upper Woodard

On City-owned parcels, maintain greenbelts incorporating storm water retention designs. Retain as much natural vegetation on individual lots as is practicable. Where uplands exist on a lot they must be used prior to filling wetlands. If more than 3% of wetlands on any lot are converted to hardened surface they must be compensated for with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

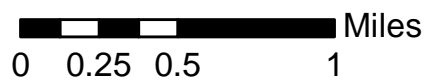
West Beluga Slope

Public lands: Publicly owned lands should be preserved as undisturbed wetlands. Private lands: These should be prioritized and purchased over time for inclusion in a mitigation bank whose purpose is to preserve moose habitat. Development should be discouraged. A master plan should be developed for this area as it is a very important wetland complex, and it is probably the most threatened in the City of Homer.

West Homer Discharge

Retain natural vegetation as is practicable. Accelerated runoff from hardened surfaces will be offset with swales and/or runoff retention ponds. Loss of moose habitat should be mitigated.

City of Homer Zoning Map

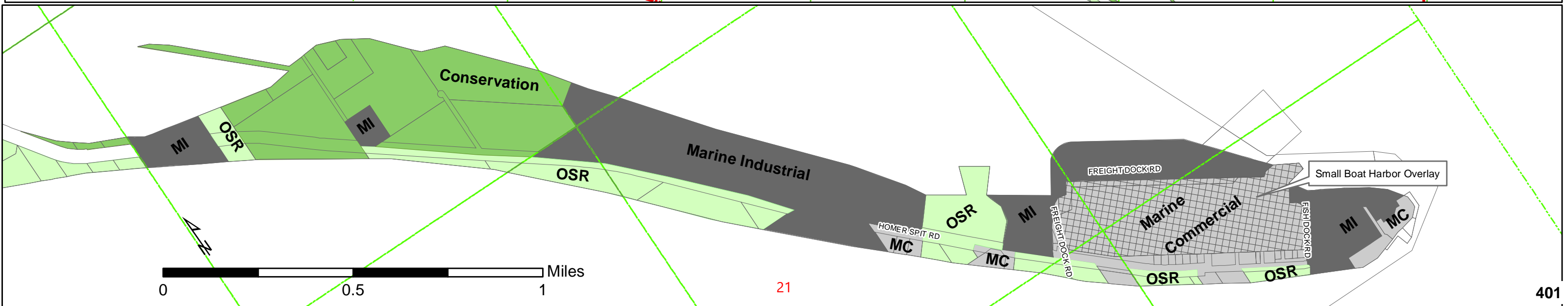


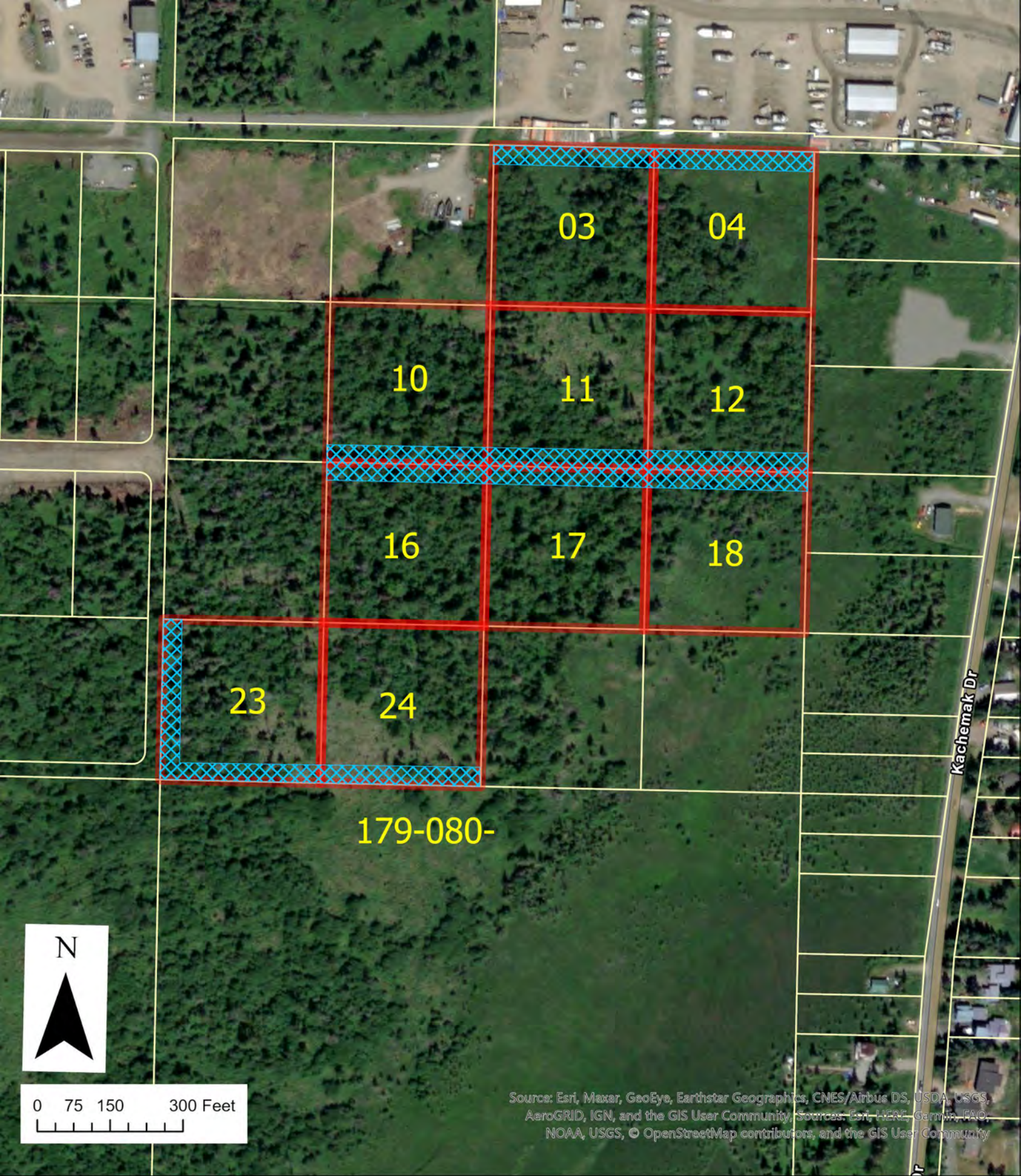
November 2, 2020

Abbreviations
MC = Marine Commercial
MI = Marine Industrial
OSR = Open Space Recreation
CONS = Conservation

Legend
 City Limits
2020 Zoning
Zone
 Gateway Business District
 Central Business District
 Town Center
 General Commercial 1
 General Commercial 2
 East End Mixed Use
 Marine Commercial
 Marine Industrial
 Open Space Rec
 Conservation
 Bridge Creek Watershed
 Rural Residential
 Urban Residential
 Residential Office
 Medical
 Scenic Gateway Corridor Overlay
 Small Boat Harbor Overlay
 Section Lines

Ordinance No.	Date
83-07	2/15/83
83-30	12/13/82
84-28	10/23/84
85-10	5/28/85
86-18	6/24/86
86-23	8/26/86
86-24	8/26/86
86-25	8/26/86
92-47	9/29/92
92-50	12/15/92
98-14	7/27/98
1-27(S)	5/13/02
02-11	5/13/02
02-42(S)(A)	7/28/03
03-08	2/25/03
03-10	2/25/03
03-11(S)(A)	2/25/03
03-03(S)	3/11/03
03-04(S)	3/11/03
03-05(S)	3/11/03
03-09	3/11/03
03-20	5/13/03
03-37	7/29/03
05-07	3/15/05
05-33	6/28/05
06-20(A)	9/15/06
06-22	4/25/06
06-58	9/15/06
06-51(S)(A)	9/26/06
07-52(A-2)	2/25/08
08-06	2/12/08
08-08(A)	3/25/08
08-20	6/24/08
08-12(S)(A-2)	10/14/08
09-44(S)	10/13/09
09-19	10/26/09
12-10	2/28/12
12-11(A)	3/28/12
13-12(S)	5/14/13
16-34	6/28/16
20-02	1/28/20
20-49	8/25/20
20-59(A)	9/29/20





Approximate Location of Proposed
30 Foot Wide Retained Easements

Introduced by: Hibbert
Date: 07/06/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-055**

**A RESOLUTION ADOPTING JOINT RESOLUTION NO. 2021-001 OF THE
ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND COUNCILS OF THE
CITIES OF HOMER, KENAI, SELDOVIA, SEWARD AND SOLDOTNA, FOR THE
PURPOSE OF INTERGOVERNMENTAL ADMINISTRATION OF BOROUGH AND
CITY ELECTIONS**

WHEREAS, historically the borough and five (5) of the cities within the borough (Homer, Kenai, Seldovia, Seward, and Soldotna) have collaborated on the administration of the annual regular municipal election; and

WHEREAS, the borough and the cities share a common goal and find that it serves the public interest to work together to minimize costs, increase efficiencies and to ensure municipal elections are conducted in a fair and consistent way throughout the borough; and

WHEREAS, Joint Resolution 2021-001 authorizes the mayor to enter into an agreement for the intergovernmental administration, including cost and equipment sharing, of borough and city elections;

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

SECTION 1. That the Kenai Peninsula Borough Assembly adopts Joint Resolution 2021-001.

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

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH
DAY OF JULY, 2021.**

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

FROM: Brent Hibbert, Assembly President *BH*

DATE: June 24, 2021

RE: Resolution 2021-055 Adopting Joint Resolution No. 2021-001 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kenai, Seldovia, Seward and Soldotna, for the Purpose of Intergovernmental Administration of Borough and City Elections (Hibbert)

This resolution would adopt Joint Resolution No. 2021-001 which authorizes the borough and the cities of Homer, Kenai, Seldovia, Seward, and Soldotna to execute a Memorandum of Agreement, substantially in the form accompanying this resolution, to provide for intergovernmental administration of Borough and City elections.

Your consideration of this resolution is appreciated.

**KENAI PENINSULA BOROUGH
CITY OF HOMER
CITY OF KENAI
CITY OF SELDOVIA
CITY OF SEWARD
CITY OF SOLDOTNA**

JOINT RESOLUTION NO. 2021-001

**A JOINT RESOLUTION OF THE ASSEMBLY OF THE KENAI PENINSULA
BOROUGH AND COUNCILS OF THE CITIES OF HOMER, KENAI, SELDOVIA,
SEWARD AND SOLDOTNA RESPECTIVELY, FOR THE PURPOSE OF
INTERGOVERNMENTAL ADMINISTRATION OF BOROUGH AND CITY
ELECTIONS**

WHEREAS, Article X, Section 13 of the Alaska Constitution authorizes local government to enter into agreements for the cooperative or joint administration of any function or power, unless otherwise prohibited by law or charter; and

WHEREAS, AS 29.35.010(13) provides authority for the Borough to enter into intergovernmental cooperative agreements for the joint administration of a borough function or power; and

WHEREAS, historically the borough and five (5) of the cities within the borough (Homer, Kenai, Seldovia, Seward, and Soldotna) have collaborated on the administration of the annual regular municipal election; and

WHEREAS, the Borough and the Cities share a common goal and find that it serves public interest to work together to minimize costs, increase efficiencies and to ensure municipal elections are conducted in a fair and consistent way throughout the borough;

NOW, THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ASSEMBLY AND THE COUNCILS OF THE CITY OF HOMER, CITY OF KENAI, CITY OF SELDOVIA, CITY OF SEWARD AND CITY OF SOLDOTNA:

SECTION 1. That the borough administration and administrations for the Cities of Homer, Kenai, Seldovia, Seward, and Soldotna respectively are authorized, upon approval of this resolution by the borough assembly and respective councils for each city, to execute a Memorandum of Agreement substantially in the form of the attached agreement, for the purpose of intergovernmental administration of Borough and City Elections.

SECTION 2. That this resolution takes effect immediately upon adoption of the Kenai Peninsula Borough Assembly and the City Councils of the City of Homer, City of Kenai, City of Seldovia, City of Seward and the City of Soldotna.

APPROVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS _____ DAY OF _____, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

APPROVED BY THE COUNCIL OF THE CITY OF HOMER THIS _____ DAY OF _____, 2021.

Ken Castner, Mayor

ATTEST:

Melissa Jacobsen, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS _____ DAY OF _____, 2021.

Brian Gabriel Sr., Mayor

ATTEST:

Jamie Heinz, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS _____ DAY OF _____, 2021.

Jeremiah Campbell, Mayor

ATTEST:

Heidi Geagel, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS _____ DAY OF _____, 2021.

Christy Terry, Mayor

ATTEST:

Brenda Ballou, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SOLDOTNA THIS _____ DAY OF _____, 2021.

Paul Whitney, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Memorandum of Agreement

Between Kenai Peninsula Borough and the Cities of
Kenai, Homer, Seldovia, Seward, and Soldotna
For the Intergovernmental Administration of Borough and City Municipal Elections

This Memorandum of Agreement (hereinafter the “Agreement”) is by and between the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669, (hereinafter “Borough”) and the participating Cities of Kenai, Homer, Seldovia, Seward, and Soldotna (hereinafter “Cities,” or “City”) whose addresses are included on the signatory page below, for the purpose of intergovernmental administration of the Borough and the Cities’ local municipal elections (hereinafter “municipal elections”).

WHEREAS, Article X, Section 13 of the Alaska Constitution authorizes local government to enter into agreements for the cooperative or joint administration of any function or power, unless otherwise prohibited by law or charter; and

WHEREAS, AS 29.35.010(13) provides authority for the Borough to enter into intergovernmental cooperative agreements for the joint administration of a borough function or power; and

WHEREAS, historically the borough and five (5) of the cities within the borough (Homer, Kenai, Seldovia, Seward, and Soldotna) have collaborated on the administration of the annual regular municipal election; and

WHEREAS, the Borough and the Cities share a common goal and find that it serves public interest to work together to minimize costs, increase efficiencies and to ensure municipal elections are conducted in a fair and consistent way throughout the borough; and

WHEREAS, the parties hereto wish to memorialize past practices and understandings through this written document which shall constitute their specific agreement on terms and conditions related to roles, responsibilities, permissions and fees associated with the Borough’s administration of municipal elections;

THE PARTIES THEREFORE AGREE, in consideration of the mutual promises contained in this Agreement and the services and fees provided, as set forth below:

1. PURPOSE AND INTENT

This Agreement is established and entered into between the parties for the purpose of jointly administering municipal elections. This Agreement contemplates basic and core election services for municipal elections, including special elections. The Borough Clerk’s Office will be primarily responsible for providing the basic and core election services as set out below. The Cities agree to pay the Borough for reasonable costs related to the election services pursuant to the fee schedule established below, or as amended by mutual written agreement of the parties. In-line with current and past practices, the Borough’s Clerk’s Office will collaborate with the City Clerk’s Offices regarding administration of municipal elections.

2. BOROUGH'S OBLIGATIONS

- a. Election and Ballot Programming:
 - i. The Borough Clerk's Office will program the election(s) and ballot(s) for all regular and special municipal elections.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below. Each City will provide final approval of ballot proofs to the Borough Clerk's Office.
 - iii. Ballots shall be delivered to each City at least 15 days before each regular election and at least 10 days before each special or runoff election.
- b. Logic and Accuracy Testing
 - i. The Borough Clerk's Office will ensure all ballots and equipment is tested and set for municipal elections.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
 - iii. Copies of the logic and accuracy testing will be provided to each City.
- c. Voter Pamphlet – to include Borough and Cities candidates and issues
 - i. The Borough Clerk's Office will provide the Cities forms for candidate and ballot propositions submissions, and sample ballots, to be included in the Information Brochure (aka Voter Pamphlet). The completed forms will be submitted to the Borough Clerk's Office camera ready.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
- d. Shared services for absentee voting
 - i. The Borough Clerk's Office will open an absentee voting site two weeks prior to the regular election and provide for absentee voters to have access to borough and city ballots for all precincts within the borough.
 - ii. This is an in-kind service; there is no administrative charge for this service.
- e. Election worker recruitment, training, and administration
 - i. The Borough Clerk's Office will, in collaboration with each City, recruit, train, and provide for administration of all shared election workers, to include election judges, election officials, canvass board, election board, and any other similar terms in City or Borough codes referring to election workers. Election workers hired for a regular municipal election will be considered temporary employees of the Borough.
 - ii. Each City will pay or cause to be paid an administration fee for this service as set out in Section 3 below.
 - iii. For the purposes of Workers' Compensation and all other employment related matters Election Workers shall be considered temporary employees of the Borough.
 - iv. Because City of Seldovia is within the Seldovia/Kachemak Bay voting precinct which is a by mail precinct for the borough, the Borough Clerk's

Office will only be responsible for hiring an absentee voting official to work on Seldovia/Kachemak elections.

- f. Equipment delivery and storage
 - i. The Borough Clerk's Office will provide for all necessary election equipment to be delivered to polling sites and absentee voting stations, unless specific arrangements are otherwise made with individual cities.
- g. Precinct/Polling Site Rental
 - i. In the event a polling site requires a rental charge, the KPB will handle all aspects of securing the site for use.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
- h. Special elections support
 - i. Section 2(a) through (g) above do not apply to City special elections.
 - ii. Unless specific arrangements are otherwise made with individual cities, the Borough Clerk's Office will program ballots, provide logic and accuracy testing, and provide for use of Borough election equipment for the City's special election which will include print ready artwork to printer, ballot tabulator, ADA compliant tablet, ballot printer, and ballot box per precinct for special elections conducted by a City.
 - iii. Each City will pay an administration fee for this service as set out in Section 3 below. The Borough will not provide for an absentee voting site for special elections conducted by a City. Each City will pick up the Borough election equipment that it will use in its special election.

3. CITIES OBLIGATIONS AND FEES

- a. The Cities' respective Clerk's Office will open an absentee voting site two weeks prior to the regular election and provide for absentee voters to have access to borough ballots for precincts within or near the city limits. Except that it is understood City of Soldotna and the KPB will share an absentee voting site at the Borough Administration Building located at 144 N. Binkley Street.
- b. The Cities' respective Clerk's Office will provide all candidate information and proposition language in order to accommodate timelines for ballot programming and voter pamphlet information.
- c. By signing this Agreement, Cities consent to the following fee schedule:

<u>Service</u>	<u>Cost</u>	<u>Description</u>
Ballot Programming	\$500 per regular election	See description of services in 2(a) above.
Logic and Accuracy Testing	\$100 per regular election	See description of services in 2(b) above.
Voter Pamphlet	\$100 per page	See description of services in 2(c) above.

Shared services for absentee voting	No charge, in kind service provided	See description of services in 2(d) above.
Election worker recruitment, training, and administration	50% of wages and employer's share of FICA for all election officials working at polling locations within city's jurisdiction.	Wages are based on the current election worker hourly rate as set by the Division of Elections See description of services in 2(e) above.
Equipment delivery and storage	No charge	See description of services in 2(f) above.
Precinct rental or lease fees	50/50, with a maximum charge to the city of \$50 if charged by the site	See description of services in 2(g) above.
City's Special Elections	\$1500 flat rate	See description of services in 2(h) above.

4. ELECTION WEBPAGES AND LOCAL INFORMATION

The parties agree that the Borough and each City shall continue to maintain, with each party continuing to bear respective associated costs, its own election webpage and other information items regarding municipal elections.

5. WITHDRAWAL

- a. If the Borough or a City wants to withdraw from agreement They must provide 4 months' written notice.
- b. The Borough or a City cannot cancel or terminate this agreement within 90 days of the regular municipal election.

6. TERM OF AGREEMENT

This Agreement shall be in effect for five (5) years beginning _____, 2021 and terminating _____, 2026. This Agreement is eligible for two (2) 5-year renewals by mutual written consent of the parties.

7. CITY AND KPB CODE AND STATE LAW

This Agreement does not supersede any City or KPB code or state law. If a provision of this Agreement conflicts with KPB or City code or state law, the respective code and state law controls.

8. WORKERS' COMPENSATION; LIABILITY INSURANCE

Each Party shall be responsible for the purchase and maintenance of minimum insurance coverage as specified in paragraphs (a) and (b) of this section. Insurance coverage shall be in acceptable form, and for the amounts specified by the Borough, or as required by law, whichever is greater.

Insurance coverage shall remain in effect for the life of this Agreement, and any extensions thereto. This insurance shall be primary.

- a. Commercial general/automobile liability insurance of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence.
- b. Worker's Compensation and Employer's Liability insurance shall be provided for all employees and volunteers as per Alaska State Statutes.

9. DEFAULT

Failure of either party to fully perform its obligations under the terms of this Agreement will constitute a default. If default is not cured, within 30 days, by full performance under this Agreement, then the non-defaulting party may immediately terminate the Agreement by delivering written notice to the defaulting party.

10. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement of the parties.

11. COUNTERPARTS; ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement. The parties may not amend this Agreement unless agreed to in writing with both parties signing through their authorized representatives.

13. SAVINGS CLAUSE

If any provision of this Agreement shall be invalidated on any ground by any court of competent jurisdiction, then the invalidated provision shall remain in force and effect only to the extent not invalidated and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

14. OBLIGATIONS

All of the Borough's and the Cities obligations as specified in Sections 1 and 2 are subject to lawful appropriations, if necessary, for the specific purpose of carrying out the Borough and City's obligations.

**KENAI PENINSULA BOROUGH
144 N BINKLEY STREET
SOLDOTNA, AK 99669**

By: Charlie Pierce, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Sean Kelley, Deputy Borough Attorney

**CITY OF KENAI
210 FIDALGO AVE.
KENAI, AK 99611**

By: Paul Ostrander, City Manager

ATTEST:

Jamie Heinz, City Clerk

**CITY OF HOMER
491 E. PIONEER AVE.
HOMER, AK 99603**

By: Rob Dumouchel, City Manager

Date: _____

ATTEST:

Melissa Jacobsen, City Clerk

**CITY OF SELDOVIA
PO DRAWER B
SELDOVIA, AK 99663**

By: _____, City Manager

Date: _____

ATTEST:

Heidi Geagel, City Clerk

**CITY OF SEWARD
PO BOX 167
SEWARD, AK 99664**

By: _____, City Manager

Date: _____

ATTEST:

Brenda Ballou, City Clerk

**CITY OF SOLDOTNA
177 N BIRCH ST.
SOLDOTNA, AK 99669**

By: Stephanie Queen, City Manager

Date: _____

ATTEST:

Shellie Saner, City Clerk

Introduced by:

Mayor

Date:

07/06/21

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-056**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE USDA, FOREST SERVICE, CHUGACH NATIONAL FOREST, FOR
SERVICES PROVIDED BY THE BOROUGH SOLDOTNA PUBLIC SAFETY
COMMUNICATIONS CENTER**

WHEREAS, the Kenai Peninsula Borough (“borough”) is in the process of changing its operation of the multi-agency E911 dispatch center, known as the Soldotna Public Safety Communications Center (“SPSCC”), from being jointly operated with the state to operating it alone and charging all responding agencies using the SPSCC services a fee for the services it provides; and

WHEREAS, the assembly previously authorized the mayor to sign standardized agreements with many of the other agencies served by the SPSCC in Resolution 2021-047; and

WHEREAS, in response to the proposed agreement sent by the administration after adoption of Resolution 2021-047, the USDA Forest Service proposed an agreement that with a format they are required to use for contracts relating to their law enforcement activities that is modified to include provisions appropriate for this purpose;

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

SECTION 1. That the mayor is authorized to execute an agreement substantially similar to the accompanying agreement with the USDA, Forest Service, Chugach National Forest, for the provision of E911 dispatch services, to be retroactively effective on July 1, 2021.

SECTION 2. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough 911 Operations

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *BH for CP*

FROM: Tammy Goggia-Cockrell, 911 Emergency Communications *TGC*
Coordinator
Colette Thompson, Borough Attorney
Brandi Harbaugh, Finance Director *CT*
BH

DATE: June 24, 2021

RE: Resolution 2021- 056 Authorizing the Mayor to Execute an Agreement with the USDA, Forest Service, Chugach National Forest, For Services Provided By The Borough Soldotna Public Safety Communications Center (Mayor)

This resolution would authorize the Mayor to sign an Agreement with the USDA, Forest Service, Chugach National Forest, for the services provided by the borough Soldotna Public Safety Communications Center.

The USDA Forest Service provided a standard agreement, some provisions of which they agree are not applicable. The administration will continue negotiations with them and, if agreement is reached, provide an updated version to the assembly for review prior to the July 6, 2021 assembly meeting.

Your consideration and support of this request would be appreciated.

Introduced by:	Mayor
Date:	06/15/21
Action:	Adopted as Amended
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-047**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH
NUMEROUS GOVERNMENTAL AGENCIES AND NONPROFIT ORGANIZATIONS
FOR SERVICES PROVIDED BY THE BOROUGH SOLDOTNA PUBLIC SAFETY
COMMUNICATIONS CENTER**

WHEREAS, the Kenai Peninsula Borough (“borough”) is in the process of changing its operation of the multi-agency E911 dispatch center, known as the Soldotna Public Safety Communications Center (“SPSCC”), from being jointly operated with the state to operating it alone and charging all responding agencies using the SPSCC services a fee for the services it provides; and

WHEREAS, as a part of this process the borough hired a contractor to conduct an audit of the services it provides to the numerous agencies and borough service areas so it could more accurately identify services provided and costs associated with the services provided to each such agency; and

WHEREAS, pursuant to Resolution 2021-035 the borough and the State of Alaska Department of Public Safety (“DPS”) have entered into an agreement in which the DPS pays the borough for services provided by the SPSCC; and

WHEREAS, in addition to the DPS, the SPSCC provides services to three other Alaska State agencies, five borough fire and emergency medical service (“EMS”) areas, three private volunteer fire and EMS organizations in the borough, the Soldotna Police Department, the US Forestry Service, US Fish and Wildlife Protection, and the National Oceanic and Atmospheric Administration; and

WHEREAS, the administration sent notice of this upcoming change to all of these entities in January, 2021 and followed up with a letter and proposed agreements sent to all agencies in mid-May, 2021; and

WHEREAS, the administration has received one signed agreement from the State of Alaska Department of Transportation & Public Facilities Measurement Standards & Commercial Vehicle Enforcement Division;

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

SECTION 1. That the mayor is authorized to execute agreements substantially similar to the accompanying agreements for the provision of E911 dispatch services with the following agencies:

Cooper Landing Emergency Services, Inc.
Moose Pass Volunteer Fire Company
Hope Sunrise Emergency Services, Inc.
US Fish & Wildlife Service Office of Law Enforcement
National Oceanic & Atmospheric Administration
State of Alaska, Dept. of Transportation, Commercial Vehicle Enforcement
State of Alaska, Department of Corrections
United States Department of Agriculture, Forest Services

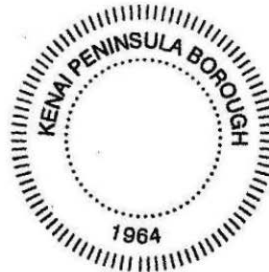
SECTION 2. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF JUNE, 2021.



Brent Hibbert, Assembly President

ATTEST:


Jonni Blankenship, MMC, Borough Clerk

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

MEMORANDUM OF AGREEMENT
BETWEEN _____ AND
THE KENAI PENINSULA BOROUGH
FOR DISPATCH SERVICES

This Memorandum of Agreement (MOA) is hereby entered into by and between the _____ and the Kenai Peninsula Borough (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC).

A. Purpose.

The purpose of this MOA is to provide for the continuation of dispatch services for _____ officers. _____ officers conduct law enforcement patrols, participate in search and rescues, and respond to public safety incidents. The SPSCC, a KPB department, provides dispatch services to the KPB and other agencies. This MOA will establish a partnership between the _____ and KPB, on behalf of the SPSCC, that will enhance communication and interaction between these organizations.

B. SPSCC Shall:

1. Provide radio dispatch coverage for the officers within the _____ in addition to public safety incidents handled by SPSCC. SPSCC will notify _____ officers of any incidents that occur in _____.
2. Be responsible for processing criminal justice information queries into the Alaska Public Safety Information Network (APSIN) on behalf of the _____ officers covered by this agreement.
3. Conduct regular welfare checks on the _____ officers consistent with the SPSCC Policy and Procedure Manual, section 2016.

C. _____ Shall:

1. Provide SPSCC with a list of all commissioned officers that includes contact information.
2. Provide SPSCC with a schedule of when _____ officers are working. _____ will provide this schedule to SPSCC monthly. Any

changes to the schedule will be communicated to SPSCC in a timely manner by providing SPSCC an updated shift calendar.

3. Require each _____ officer to contact SPSCC and identify when they are in and out of service.
4. Require each _____ officer to report the area and duration of specialized patrols such as boat and snow machine patrols.
5. Assign and track case numbers for law enforcement and public safety activities.
6. Be responsible for all clerical support, excluding that which is stated in Section B(2).

D. It is Mutually Agreed by All Parties That:

1. _____ shall pay the KPB \$_____ for the year commencing July 1, 2021. The KPB will submit an invoice to _____ by July 1 each year thereafter in an amount based upon the estimated cost incurred by SPCSS attributable to services provided by the SPSCC for _____ while this agreement remains in effect. The payment will be due in full by September 30 each year. If the payment is not received in full by the due date, KPB will issue a notice of default and this agreement shall terminate 30-days thereafter if payment is not received by that date.
2. The KPB's fiscal year and the basis for this agreement is July 1 to June 30.
3. This MOA is effective July 1, 2021 and valid through June 30, 2022. The MOA may be extended for one additional one-year term upon mutual written agreement of both parties.
4. Except for termination for non-payment, in the event that either party desires to withdraw from this Agreement before the end of the one year term, or extension of the Agreement if the parties agree as provided in Section D(3), written notice of termination must be provided no later than January 1 for the subsequent KPB fiscal year.
5. Each person signing this Agreement warrants that he or she has authority to sign the Agreement and bind their respective entities. 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 may be modified in writing with the consent of all parties.

E. Notice.

When required under this agreement notice shall be provided to each party by prepaid first class mail delivered to the following addresses:

[Agency Contact Info]

Kenai Peninsula Borough
Soldotna Public Safety Communications Center
Attn: Tammy Goggia-Cockrell, Emergency Communications Coordinator
253 Wilson Lane
Soldotna, AK 99669

KENAI PENINSULA BOROUGH

[AGENCY NAME]

Charlie Pierce, Mayor

_____[Title]

ATTEST:

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

Johni Blankenship, Borough Clerk

Colette Thompson, Borough Attorney

(KPB Seal)

KPB ACKNOWLEDGEMENT

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 for the State of Alaska
My Commission Expires _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____.

Notary Public for the State of Alaska
My Commission Expires _____

MEMORANDUM OF AGREEMENT
BETWEEN _____ AND
THE KENAI PENINSULA BOROUGH
FOR DISPATCH SERVICES

This Memorandum of Agreement (MOA) is hereby entered into by and between _____ and the Kenai Peninsula Borough (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC).

A. Purpose

The purpose of this MOA is to provide for the continuation of dispatch services for _____. The SPSCC, a KPB department, provides dispatch services to the KPB and other agencies. This MOA will establish a partnership between _____ and the KPB, on behalf of the SPSCC, that will enhance communication and interaction with these organizations.

B. SPSCC Shall:

1. Answer and process all emergency medical and fire calls for service utilizing International Academy of Emergency Dispatch medical and fire protocols in the _____ response area via the 911 system or other sources, and dispatch and track responding units via the radio.
2. Provide structure fire timer alerts and welfare checks for units on scene on all calls for service.
3. Provide run reports from the Computer Aided Dispatch- System (CAD) for call information and time stamps.
4. Provide notification of utility companies and other ancillary agencies when necessary.

C. Cooper Landing Emergency Services Shall:

1. Coordinate with appropriate 911 staff with CAD unit maintenance.
2. Participate and contribute to SPSCC Working Group communicating needs and requests for policy changes.

D. It is Mutually Agreed by all Parties That:

1. _____ shall pay the KPB \$_____ for the borough's fiscal year 2022. The KPB will submit an invoice to _____ by July 1 each year thereafter in an amount based upon the estimated cost incurred by SPCSS attributable to services provided by the SPSCC for _____ while this agreement remains in effect. The payment will be due in full by September 30 each year. If the payment is not received in full by the due date, KPB will issue a notice of default and this agreement shall terminate 30-days thereafter if payment is not received by that date.
2. The KPB's fiscal year, and this basis for this agreement, is July 1 to June 30.
3. This MOA is effective July 1, 2021 and valid through June 30, 2022. The MOA may be extended for one additional one-year term upon mutual written agreement of both parties.
4. Except for termination for non-payment, in the event that either party desires to withdraw from this Agreement before the end of the term, or any extensions thereof, written notice of termination must be provided no later than January 1 for the subsequent KPB fiscal year.
5. Each person signing this Agreement warrants that he or she has authority to sign the Agreement and bind their respective entities. 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 may be modified in writing with the consent of all parties.

E. Notice.

When required under this agreement notice shall be provided to each party by email and/or prepaid first class mail delivered to the following addresses:

[Agency Contact Info]

Kenai Peninsula Borough
Soldotna Public Safety Communications Center
Attn: Tammy Goggia-Cockrell, Emergency Communications Coordinator
253 Wilson Lane
Soldotna, AK 99669

KENAI PENINSULA BOROUGH

[AGENCY NAME]

Charlie Pierce, Mayor

_____, President

_____, Secretary

ATTEST:

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

Johni Blankenship, Borough Clerk

Colette Thompson, Borough Attorney

(KPB Seal)

KPB ACKNOWLEDGEMENT

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 for the State of Alaska
My Commission Expires _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, **President**, _____.

Notary Public for the State of Alaska
My Commission Expires _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, **Secretary**, _____.

Notary Public for the State of Alaska
My Commission Expires _____

Introduced by:	Mayor
Date:	07/06/21
Hearing:	08/03/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-04**

**AN ORDINANCE APPROPRIATING FUNDING FROM THE CENTRAL PENINSULA
HOSPITAL PLANT REPLACEMENT AND EXPANSION FUND FOR THE CENTRAL
PENINSULA HOSPITAL HOT LAB UPGRADE TO AN ISO CLEANROOM PROJECT**

- WHEREAS,** the Kenai Peninsula Borough has entered into an Operating Agreement with Central Peninsula General Hospital, Inc. for operation of Central Peninsula Hospital and other Medical Facilities, and to provide other healthcare programs and services, on a nonprofit basis in order to ensure the continued availability to the Service Area residents; and
- WHEREAS,** Central Peninsula Hospital provides a Nuclear Medicine service that utilizes small amounts of radioactive material or tracer (radiopharmaceuticals), a special gamma camera and a computer to form images; and
- WHEREAS,** the small amount of radioactive material or tracer is generated in a Hot Lab found within the Imaging Department next to the Nuclear Medicine gamma camera; and
- WHEREAS,** Radiopharmaceuticals fall under the control of the US Nuclear Regulatory Commission, which has updated *US Pharmacopeia (USP) 825 Radiopharmaceuticals – Preparation, Compounding, Dispensing, and Repackaging*, following ISO guidelines; and
- WHEREAS,** USP 825 regulations require increased environmental controls as they relate to radiopharmaceuticals, resulting in the need for CPH to provide for an updated Hot Lab; and
- WHEREAS,** CPH Administration has engaged PDC Engineering to perform a Gap Analysis and Concept Scope to bring CPH into compliance with enforceable ISO guidelines; and
- WHEREAS,** CPH Administration has developed a Project Cost Estimate of \$568,194 to provide for the scope of the project, which includes: Design and Construction Administration, Construction (with contingency), a dose calibrator, a compounding isolator and Borough Admin/PM fees; and

WHEREAS, CPH Administration has determined that there are sufficient funds available in the Central Peninsula Hospital Plant Replacement and Expansion Fund (PREF) to fund the project and would like to utilize PREF funds for this project; and

WHEREAS, under Section 16(b) of the Operating Agreement, transfers in or out of the Central Peninsula Hospital's Plant Replacement and Expansion Fund shall first be considered by the Central Peninsula General Hospital, Inc. Board and its recommendations forwarded to the assembly; and

WHEREAS, at its meeting of June 24, 2021, the CPGH, Inc. Board of Directors voted to approve the transfer of funds from the Plant Replacement and Expansion Fund in the amount of \$568,194 for the purpose of completing the Hot Lab Upgrade to an ISO Cleanroom Project;

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

SECTION 1. Funds in the amount of \$568,194 are appropriated from the Central Peninsula Hospital Plant Replacement and Expansion Fund account number 490.20602 to account number 490.81110.22LAB.49999 for the purpose of completing the Hot Lab Upgrade to an ISO Cleanroom Project.

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

SECTION 3. This ordinance takes effect 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
Purchasing & Contracting Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *Blt for CP*

FROM: John Hedges, Purchasing & Contracting Director *JH*
Brandi Harbaugh, Finance Director *BH*

DATE: June 24, 2021

RE: Ordinance 2021-19-04, Appropriating Funding from the Central Peninsula Hospital Plant Replacement and Expansion Fund for the Central Peninsula Hospital Hot Lab Upgrade to ISO Cleanroom Project (Mayor)

Central Peninsula Hospital currently provides Nuclear Medicine as a service. This service requires a small amount of radioactive material or tracer, which is a radiopharmaceutical, to be produced. Radiopharmaceuticals fall under the control of the US Nuclear Regulatory Commission, which publishes regulations and guidance for compliance. These regulations can be found in *US Pharmacopeia (USP) 825 Radiopharmaceuticals – Preparation, Compounding, Dispensing, and Repackaging* and follow ISO guidelines.

Central Peninsula Hospital is looking to upgrade the Nuclear Medicine Hot Lab, the space used to safely handle and prepare the radiopharmaceutical compound, to comply with new regulations, creating a safer environment. In order to comply with the new regulations, CPH Administration has identified the scope of the project, provided for a gap analysis, and project cost estimate to include remodeling of space, a compounding isolator and dose calibrator.

In accordance with the Operating Agreement, a design effort is underway to complete the Hot Lab Upgrade, ISO Cleanroom Project in 2021 as described. The estimated cost of the project is \$568,194. The Central Peninsula General Hospital, Inc. Board has approved funding of this project. The administration requests approval of the appropriation to complete this project using the Central Peninsula Hospital Plant Replacement and Expansion Fund.

**FINANCE DEPARTMENT
FUNDS/ACCOUNT VERIFIED**

Account: 490.20602

Amount: \$568,194

By: PP Date: 6/24/2021

Introduced by:	Mayor
Date:	07/06/21
Hearing:	08/03/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-27**

**AN ORDINANCE AUTHORIZING A WISP TOWER AND GROUND LEASE
AGREEMENT AT CERTAIN LOCATIONS WITH SPITwSPOTS, INC.**

WHEREAS, SPITwSPOTS, Inc. is proposing to install single provider towers and equipment at borough owned locations in the communities of Sterling and Funny River; and

WHEREAS, the purpose of the agreement would be to expand wireless internet connectivity in the borough;

WHEREAS, suitable sites have been identified near borough solid waste and Central Emergency Services operating sites known as the Sterling Transfer Site, the Funny River Transfer Site, CES Sterling Station #3, and CES Funny River Station #5; and

WHEREAS, SPITwSPOTS, Inc. has the capability to assist KPB with communication equipment installations and services that would benefit KPB operations through the information technology services available between the sites and save costs to KPB through the services provided; and

WHEREAS, communication tower lease agreements have been negotiated on terms which would provide wireless internet connectivity services to KPB, with a cash rent alternative should connectivity be discontinued; and

WHEREAS, entering into a WISP (Wireless Internet Service Provider) Tower and Ground Lease Agreement with this provider benefits borough infrastructure while also providing a community-wide benefit in expanding existing wireless internet infrastructure and connectivity in the borough; and

WHEREAS, the Central Emergency Service Area Board at its regularly scheduled meeting of _____, 2021 recommended _____; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of July 12, 2021 recommended _____;

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

SECTION 1. That the assembly finds that entering into a WISP Tower and Ground Lease Agreement with SPITwSPOTS, Inc., pursuant to KPB 17.10.100(I), authorizing the negotiated lease of borough lands, is in the best interest of the borough at the following locations:

- A. Lot 2 Sterling Fire Station Subdivision, Plat No. 86-139, Kenai Recording District (Parcel 063-680-15);
- B. Gov Lots 3 & 4 Section 10, T5N, R9W, S.M. lying north of the Sterling Highway, excepting that portion per Q/D Book 380, Page 957 (Parcel 063-860-17);
- C. Lot 5 Salmon Bend Subdivision FRVFD Addition, Plat No. 2002-24, Kenai Recording District (Parcel 066-170-31);
- D. Lot 1A, Block 2 Beacon Subdivision, Plat No. 92-10, Kenai Recording District (Parcel 066-010-21);

This finding is based on the following facts:

- 1. The borough will receive a fair market rent, or a fair value in services in lieu of cash rent, for the term of the lease.
- 2. The land will be used to provide new wireless internet provider sites that will improve internet connectivity services in rural areas of the Kenai Peninsula Borough.
- 3. That the proposed wireless internet service facilities and improvements are compatible with the sites.

SECTION 2. Pursuant to KPB 17.10.230, the assembly authorizes an exception to the requirements of KPB 17.10.080, KPB 17.10.090 and KPB 17.10.110 governing classification, disposition, and notice with respect to leasing of borough lands, based on the following facts:

- 1. That special circumstances or conditions exist.
 - a. The proposed lease agreement is solely with SpitwSpots, Inc, for the purpose of constructing or installing new broadband wireless internet tower sites.
 - b. The lease agreement is for ancillary uses that do not conflict with, or that do enhance, the primary use of the properties.

2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
 - a. The notice requirement is intended to make the public aware of an opportunity to purchase borough property, which is unnecessary since the intent of the disposal is to lease the property solely to SpitwSpots, Inc,
 - b. The communications uses are not primary factors in the land classification system.
3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
 - a. Lease of wireless internet communications sites on the subject parcels to SpitwSpots, Inc, is compatible with the current land uses and surrounding land uses.
 - b. The development of communications infrastructure on these sites will benefit the KPB operations on those sites, and provide a community-wide benefit by expanding the availability of wireless internet service connectivity.

SECTION 3. Based on the foregoing and pursuant to KPB 17.10.100(I), the mayor is hereby authorized to execute a WISP Tower and Ground lease Agreement for the properties identified in Section 1 that contains terms and conditions substantively similar to the the agreement attached to this ordinance.

SECTION 4. SPITwSPOTS, Inc. shall have 120 days from the date of enactment of this ordinance to execute the lease agreement(s).

SECTION 5. That rent revenue from the subject lease shall be submitted to the borough finance department and deposited as follows:

Funny River Fire Station: Central Emergency Service Area account 211.00000.00000.36316.

All other sites: Land Trust account 250.00000.00000.36316.

SECTION 6. 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

MEMORANDUM

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

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

FROM: Marcus Mueller, Land Management Officer *mm a sh*

DATE: June 24, 2021

RE: Ordinance 2021-27, Authorizing WISP Tower and Ground Lease Agreement at Certain Locations with SpitwSpots, Inc. (Mayor)

SpitwSpots, Inc. is a peninsula based commercial broadband communications provider. SpitwSpots, Inc., has requested to enter into a lease agreement for new Wireless Internet Service Provider (WISP) Tower and Ground Lease Agreement on certain borough land in Sterling and Funny River. The sites under consideration are the CES Sterling Station #3, the CES Funny River Station #5, the Sterling Solid Waste Transfer Site, and the Funny River Solid Waste Transfer Site. The use at the Funny River Solid Waste Transfer would be in the form of collocation of equipment on an existing KPB owned tower. The other locations proposed would be new single provider WISP towers owned by SpitwSpots.

The WISP Tower and Ground Lease Agreement proposes in-kind services as payment in lieu of cash payments for all operation sites. The Agreement has been negotiated with a focus on their infrastructure and service value to the borough with regard to specific borough entity internet expansion and connectivity needs as well as the general community benefit from expanded internet connectivity and availability borough-wide. The KPB IT department has evaluated the communication link strategy and determined certain benefits and cost savings would be produced. In the event that communications services are discontinued, the leases would revert to cash rent.

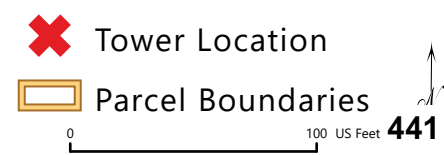
The planning commission will hold a public hearing on this item at its regularly scheduling meeting on July 12, 2021.

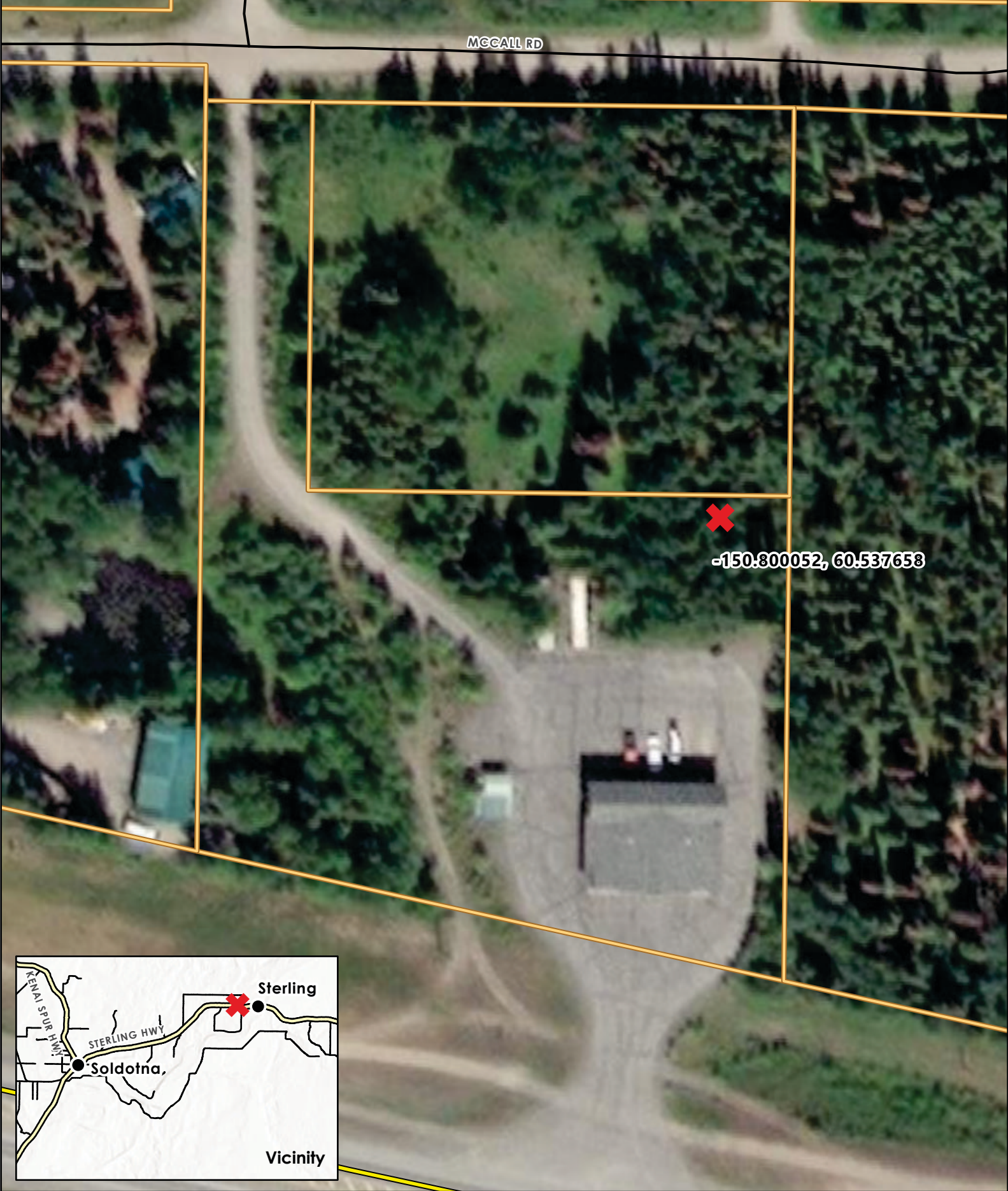
Your consideration of this ordinance is appreciated.



Tower Location


CES Station 5 - Funny River








Tower Location

CES Station 3 - Sterling

 Tower Location

 Parcel Boundaries



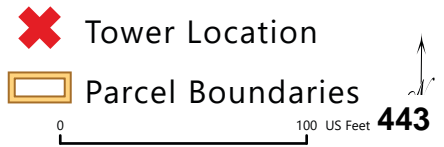
 0 100

442



Tower Location

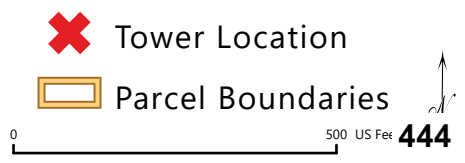
CES Station 5 - Funny River





Tower Location

Sterling Transfer Station



Funny River Solid Waste Existing KPB Tower



Introduced by:	Mayor
Date:	07/06/21
Hearing:	08/03/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-28**

**AN ORDINANCE AUTHORIZING A LEASE TO ROBERT GIBSON, DBA ALASKA
LAND AND CATTLE COMPANY FOR APPROXIMATELY 280 ACRES OF
BOROUGH LAND IN THE BASARGIN ROAD AREA FOR AGRICULTURAL USE**

WHEREAS, Robert Gibson, dba Alaska Land and Cattle Company, applied for an agricultural use lease of borough land in the Basargin Road area; and

WHEREAS, the parcel is described as NW1/4 & NW1/4NE1/4 & S1/2NE1/4, Section 22, Township 4 South, Range 11 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska (Parcel No. 18521053); and

WHEREAS, the parcel is subject to the Basargin Road right-of-way, a haul route to the borough's Eagle Lake Material Site, section line easements, and recreational trails; and

WHEREAS, the subject parcel is 280 acres +/- and is classified Agriculture and Resource Management per KPB Resolutions 2017-024 and 2020-020; and

WHEREAS, pursuant to KPB 17.10.100(I), assembly approval of the lease shall be by ordinance upon receipt of the planning commission's recommendation; and

WHEREAS, leasing borough land for agricultural purposes with enforceable lease terms is consistent with the KPB Comprehensive Plan Agriculture Focus Area, Objective A, Strategies 1 and 2; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of July 12, 2021, recommended _____.

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

SECTION 1. That the assembly finds that leasing this land to Robert Gibson, dba Alaska Land and Cattle Company for agricultural use is in the best interest of the public and the borough. This finding is based on the following facts:

1. The borough will receive rent for the term of the lease.
2. The land will be used for grazing and agricultural production.

SECTION 2. The mayor is authorized, pursuant to KPB 17.10.100(I), Negotiated Sale or Lease, to negotiate and enter into a lease of the above-described parcel to Robert Gibson, dba Alaska Land and Cattle Company, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10, Borough Land and Resources.

SECTION 3. The mayor is authorized to sign any documents necessary to effectuate this ordinance.

SECTION 4. That this ordinance shall become effective immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
* 2021.**

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

LMD 19-36; Agricultural Use Lease
Alaska Land and Cattle Company

Ordinance 2020-XX



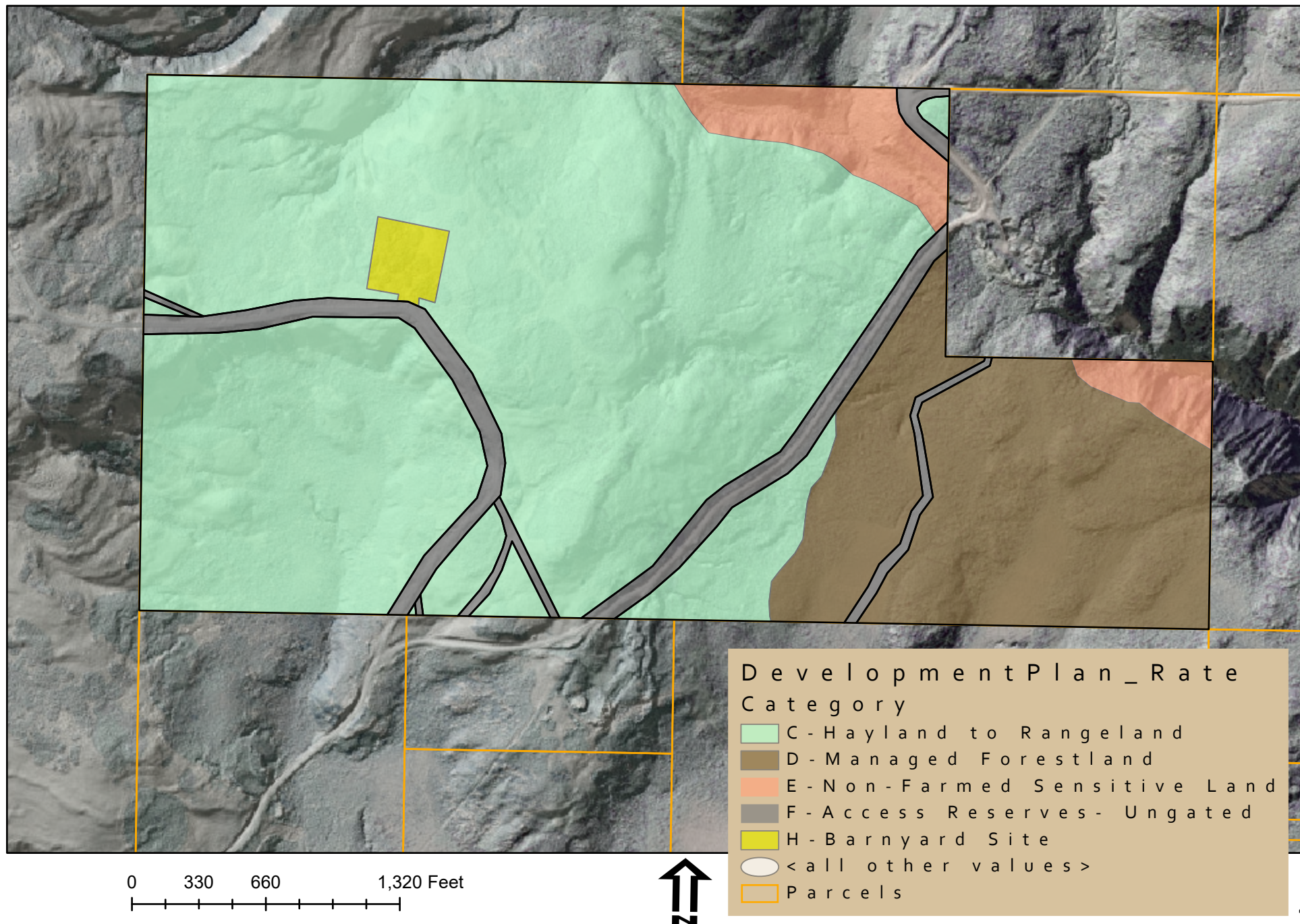
APN: 18521053 NW1/4 & NW1/4 NE1/4 & S1/2 NE1/4, Section 22,
280 acres +/- Township 04 South, Range 11 West, Seward Meridian,
Homer Recording District

N
0 240 480 Feet
+++++
jd-07.01.20

Agriculture Lease Rate Map

Township 04 South, Range 11 West

Section 22: NW1/4 & NW1/4NE1/4 & S1/2NE1/4, Seward Meridian, containing 280 +/- acres





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 24, 2021

Kenai Peninsula Borough

Attn: Johni Blankenship

VIA Email: jblankenship@kpb.us

CC: micheleturner@kpb.us

tshassetz@kpb.us

sness@kpb.us

mjenkins@kpb.us

btaylor@kpb.us

MBerg@kpb.us

shuff@kpb.us

License Number:	27777
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Smoking Joe's Terps Co.
Doing Business As:	SMOKING JOE'S TERPS CO.
Physical Address:	22845 Cache St Kasilof, AK 99610
Designated Licensee:	Jacob Thom
Phone Number:	907-715-1180
Email Address:	smokingjoesterps@gmail.com

☒ New Application

☐ New Onsite Consumption Endorsement Application (Retail Only)

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local

government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our June 23-24, 2021 meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Klinkhart".

Glen Klinkhart, Interim Director

amco.localgovernmentonly@alaska.gov

Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database](#)

[Download](#) / [Corporations](#) / [Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Smoking Joe's Terps Co.

Entity Type: Business Corporation

Entity #: 10066546

Status: Good Standing

AK Formed Date: 8/21/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 6857 S.HANGAR TALK CIR, WASILLA, AK 99623

Entity Physical Address: 6857 S. HANGAR TALK CIR., WASILLA, AK 99623

Registered Agent

Agent Name: Jacob Thom

Registered Mailing Address: 6857 S. HANGAR TALK CIR, WASILLA, AK 99623

Registered Physical Address: 24276 MORaine VISTA ST, KASILOF, AK 99610

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Jacob Thom	Director, President, Shareholder, Treasurer, Secretary	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
8/21/2017	Creation Filing	Click to View	Click to View
8/21/2017	Initial Report	Click to View	
12/07/2018	Biennial Report	Click to View	
7/27/2020	Change of Officials	Click to View	
11/28/2020	Biennial Report	Click to View	

COPYRIGHT © STATE OF ALASKA · DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT ·

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Incorporation

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Smoking Joe's Terps Co.



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **August 21, 2017**.

Chris Hladick
Commissioner

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

SMOKING JOE'S TERPS CO.

6857 S. HANGAR TALK CIR, WASILLA, AK 99623

owned by

SMOKING JOE'S TERPS CO.

is licensed by the department to conduct business for the period

December 31, 2020 to December 31, 2022
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10066546
Date Filed: 11/28/2020
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Business Corporation

2021 Biennial Report
For the period ending December 31, 2020

Web-11/28/2020 4:10:16 PM

Due Date: This report along with its fees are due by January 2, 2021

Fees: If postmarked before February 2, 2021, the fee is \$100.00.

If postmarked on or after February 2, 2021 then this report is delinquent and the fee is \$137.50.

Entity Name: Smoking Joe's Terps Co.

Entity Number: 10066546

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 6857 S. Hangar Talk Cir., Wasilla, AK
99623

Mailing Address: 6857 S.HANGAR TALK CIR, WASILLA, AK
99623

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Jacob Thom

Physical Address: 24276 MORaine VISTA ST, KASILOF, AK
99610

Mailing Address: 6857 S. HANGAR TALK CIR, WASILLA, AK
99623

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Officers (3) and Directors (1), who must be individuals:** this entity must have a President, Secretary, and Treasurer. The President and Secretary cannot be the same person unless the President is 100% Shareholder. This entity must have at least one (1) Director. Provide all the individuals who are directors.
- **Shareholders:** the entity must provide all Shareholders who own 5% or more of the Issued Shares. Shareholders may be an individual or another entity.
- **Alien Affiliates:** the entity must provide all Alien Affiliates (non-U.S.), which may be an individual or another entity.

Full Legal Name	Complete Mailing Address	% Owned	Alien Affiliate	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Shareholder	Treasurer	Vice President
Jacob Thom	6857 S HANGAR TALK CIR, WASILLA, AK 99623	100.00				X	X	X	X	X	

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: Any Lawful purpose.

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

Issued Shares: The entity must provide the number of Issued Shares

- Do not leave Issued Shares blank.
- If there are Shareholders then you must provide a number of Issued Shares. Do not exceed the number of Authorized Shares.
- If there are no Issued Shares (and no Shareholders) then provide "0" or "zero" or "none".
- To change Class, Series, Authorized Shares, or Par Value submit an amendment.

Class	Series	Authorized Shares	Par Value	Number of Issued Shares
Common		100000	0.00000	100

Mandatory. Do not leave blank.

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jacob Thom



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Smoking Joes Terps Co.	License Number:	27777		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOES TERPS CO.				
Premises Address:	22845 Cache St				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jacob D. Thom
Title:	CEO

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?



If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

16511 Standard Marijuana Cultivation



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

JT

I certify that I am not currently on felony probation or felony parole.

JT

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

JT

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

JT

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

JT

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

JT

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

JT

I certify that my proposed premises is not located in a liquor licensed premises.

JT

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

JT

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JT

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

JT



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee



Notary Public in and for the State of Alaska

Jacob D. Thom

Printed name of licensee

My commission expires: 10/23/2022

Subscribed and sworn to before me this 20th day of December, 2020.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03**, **Form MJ-04**, **Form MJ-05**, or **Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Smoking Joes Terps Co.	MJ License #:	27777		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOES TERPS CO.				
Premises Address:	22845 Cache St				
City:	Kasilof	State:	Alaska	ZIP:	99610
Mailing Address:	6857 S Hangar Talk Circle				
City:	Wasilla	State:	Alaska	ZIP:	99623
Designated Licensee:	Jacob D Thom				
Main Phone:	(907) 715-1180	Cell Phone:			
Email:	smokingjoesterps@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

The Facility designated person will conduct screening that will include, a person to provide identification for age 21 years or above, they shall sign visitor's log, and issue visitor I.D. badge, upon leaving the facility the patron will sign out exact time of departure.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

Facility will not be open to the public. No tours or leisure visits are permitted, unless previously approved by the owner/manager. Any visitor to the premises will have to be able to prove: that they are over 21 years of age, and need to be escorted into any restricted access area. If a need is determined, Visitor's identification will be screened, and the visitors log will be filled out. Visitor will wear an identification tag at all times while in the facility. No more than 5 visitors per employee or agent will be permitted in the facility at a time, in accordance with applicable laws.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's 1.0. numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit and they will be accounted for at the end of each visit as well.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will be provided on sides of the building covering all facility exits. Some of the lighting will be motion sensitive or constant on if desired. Security cameras will be I. R. capable, and the field of view will cover the approach up to each point of ingress and egress. Security cameras will record 24 hours per day, seven days per week, 365 days per year and go back a minimum of 40 days as required.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

- (1) Pursuant to 3 AAC 306.715(c)(2) a security alarm system on all exterior doors and the Licensed Facility will have:
- a. GE/ Simon XT/ 5 security package installed consisting of the following equipment: 1-Keypads Simon XT/XTi Vol TE 4G Verizon Cellular Communicator (located in main entrance points to the building), 1- GE 60-807-95R I NX-481 Simon 3/Simon XTWireless Pet Immune Infrared Motion Sensor, 104db alarm siren, 1 Panic buttons w/lu be located with in the licensed premises for added security. The employees will have Wireless Four Button Key chain Remote to carry on them with a panic button on them for additional security.
 - b. Motion Activated Wireless Image Sensor for LiveWatch sensors with: Advanced ASIC-based processing, Splil-zone optics technology, totally silent relay operation, Immune to pets up to 40lbs. Tamper proof design, PIR motion sensor with an Ultra-low current
 - c. Security system will be monitored by a third party monitoring agency 24/7. In the event of an alarm activation local law enforcement and the business owner will be notified.
- (2) The alarm system will be monitored by a third party agency. LiveWATCH certifications includes IQ Certified Central Station (One of first in nation). UL Certified Facility, UL Certified Operators, SIA Certified Operators., SIA Central Station Trained Instructors. APCO Certified Operators and - FARA and Federal UL 2050. Supporting Alarm Communications and Interactive Service from Every Major ManufacturerThe list includes Connect 24, C24 Interactive, Alarm NET, AES, Uplink, DMP Internet, Tellular,Alarm.com. Based In Kansas with monitoring centers nationwide that are staffed 24 hours a day, 7 days a week. During non-business hours monitoring of all devices (Motion Detectors, door contacts) within the system will be active and monitored. In the event of a security breach of the licensed premises an Interior sounder will be activated immediately, an alarm signal will be received by the monitoring center who will notify security, local law enforcement and the licensee.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Owners,employees, visitors and other individuals will be held to a zero-tolerance policy on the diversion of marijuana (3 AAC 306.715(c)(1)). The "METRC" electronic tracking system will be used to ensure diversion of marijuana does not occur throughout the normal processes of the cultivation facility. Marijuana will be entered into the system and tracked throughout the cultivation, packaging, testing, disposal and selling process. If the tracking system shows potential diversion of product authorized personnel will initiate an investigation that will include; talking to employees on shift, assessing last login to the system and product in question, notifying the Marijuana Control Board and reviewing video feed. In addition to the above, authorized personnel will randomly check video feed for potential diversion (1x per week), will supervise all visitors and require them to remain in the building until law enforcement arrives if diversion is suspected, restrict access to restricted areas where marijuana or cash are present as well as will provide information pertaining to the consequences of breaking the policy. Consequences include notifying law enforcement, immediate termination, visitor access removal and prosecution of crimes.

3.7. Describe your policies and procedures for preventing loitering:

Signs will be posted stating a clear message that "No Trespassing" or "No Loitering" is permitted, and that area is video monitored 24/7. Video surveillance of the exterior areas will be available to employees inside the facility. Standard policy is to notify law enforcement of any violation these regulations or of any suspicious activity. There will be no loiterers or trespassers. Anyone caught loitering w ill be asked to leave. If they will not leave voluntarily, law enforcement will be contacted immediately to deal with the situation.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.



Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.



3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.



3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.



3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).



3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Security cameras will consist of GW Security GW5516NP Dome Network Cameras. All security cameras will be positioned in such a manner as to get the most identifiable view of anyone within 20 feet of their line of sight at each entrance and along the exterior and interior of each Restricted Access Area. Cameras will be placed at a height of 12 feet to insure unobstructed viewing of all product, plants and persons insuring all are captured on a maximum clear sight picture. All cameras will have a recording resolution of at least 1920x1080(2mp)-2560x1920 (4mp), and will can see at night using infrared technology for night time recordings. GW Security GW5516NP Dome Network Cameras will be installed in growing, trimming, processing areas, curing, sales, and designated waste processing area to insure 100 percent coverage of the secure areas.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

(1) Pursuant to 3AAC 306.720(b) Surveillance recording equipment and video surveillance records will be housed in a locked and secure area or in a lock box, cabinet, closet or other secure area that is accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. No offsite monitoring service at this time

**Form MJ-01: Marijuana Establishment Operating Plan****Section 4 – Business Records**

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

JT

JT

JT

JT

JT

JT

JT

JT

JT

JT

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

A fire rated safe will be provided to protect and preserve essential physical records. Daily data back-ups of all product tracking and surveillance data will ensure continuity of daily operations in the event of an equipment failure.

The electronic video storage is password protected to prevent any alterations. The security system will generate a daily open/close report by user. All systems are programmed with password lockout protection. The security room housing all supporting security and camera equipment will be insulated and temperature controlled to insure the integrity of all security supported hardware for the licensed facility.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 5 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

JT

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

JT

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

JT

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

JT

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

JT

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

JT

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

The proposed facility will purchase a license to use Franwell's "METRC" tracking solution. All tracking tags that are used will be supplied by Franwell. This is the company that the SOA is using in this industry and our systems of sharing information are all compatible. This will track all marijuana grown from "seed to sale."

**Form MJ-01: Marijuana Establishment Operating Plan****Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. JT
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. JT
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. JT
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). JT

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

After product has been harvested and processed, a sample will be taken from each batch and sent for testing, by a designated and approved company. While results are pending, batch will be "quarantined" until it is deemed acceptable by the testing facility. Marijuana product will be packaged in a variety of ways. Bulk batch packs of up to 5 pounds may be produced. Batches of single gram packs will also be produced. All labeling on all packaging will meet the standards as required for cultivators. All marijuana product slated to leave the facility will be placed into a durable, tamper-evident METRC packaging prior to transport. The shipment will be accompanied by the appropriate manifest, and will be verified by the licensee or designated agent before the shipment is permitted to leave.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

JT

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

JT

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

JT

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

JT

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

JT

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

JT

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

JT

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

No signs are anticipated to be posted at our establishment. However, we have the option to place one sign not exceeding 4800 sq. inches on the front of the building designating the name of the Facility: Smoking Joe's Terps Co



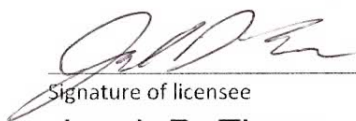
Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Advertising includes use of Social Media (i.e. Instagram/Facebook), Business cards & Brochures



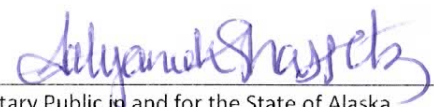
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Jacob D. Thom

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 10/23/2022

Subscribed and sworn to before me this 29th day of December, 2020.



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Smoking Joes Terps Co.	MJ License #:	27777		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOES TERPS Co.				
Premises Address:	22845 Cache St.				
City:	Kasilof	State:	Alaska	ZIP:	99610



Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☒ License number and DBA
- ☒ Legend or key
- ☒ Color coding
- ☒ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☒ Dimensions
- ☒ Labels
- ☒ True north arrow

The following additional details must be included in Diagram 1:

- ☒ Surveillance room
- ☒ Restricted access areas
- ☒ Storage areas
- ☒ Entrances, exits, and windows
- ☒ Walls, partitions, and counters
- ☒ Any other areas that must be labeled for specific license or endorsement types
- ☒ ** Serving area(s)
- ☒ ** Employee monitoring area(s)
- ☒ ** Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☒ Areas of ingress and egress
- ☒ Cross streets and points of reference

The following additional details must be included in Diagram 5:

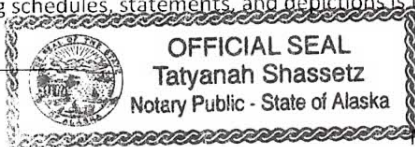
- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions
- ☒ Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee

Jacob D. Thom

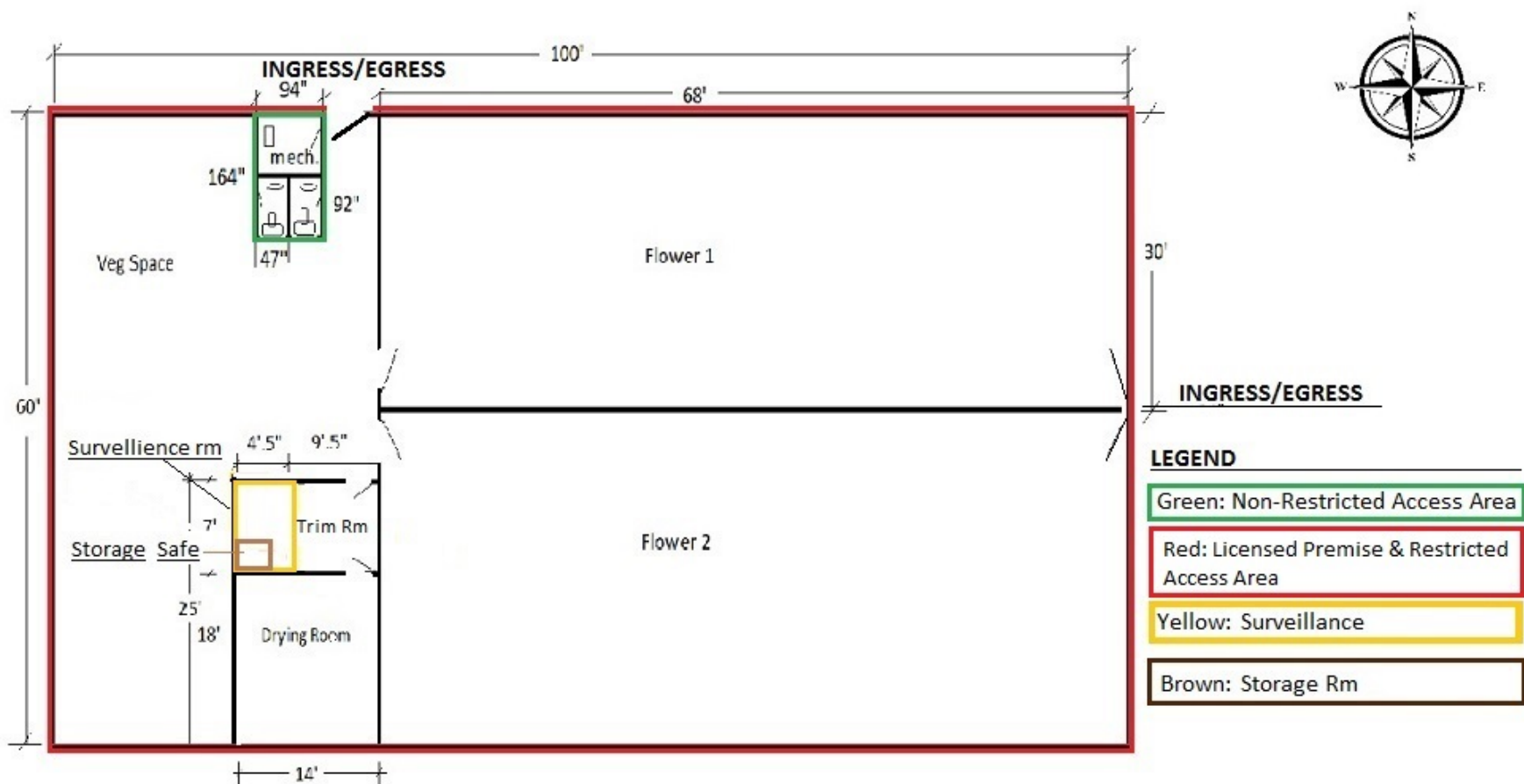
Printed name of licensee



Notary Public in and for the State of Alaska

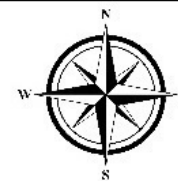
My commission expires: 10/23/2027

Subscribed and sworn to before me this 29th day of December, 2020.

**DIAGRAM 1: FLOOR PLAN**

Standard Marijuana Cultivation
Facility Floor Plan License No.: 27777

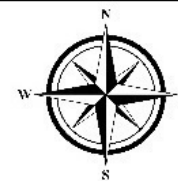
Smoking Joes Terps Co.
22845 Cache St.
Kasilof, Alaska 99610

**LEGEND:****Parcel ID: 13344109****Legal description:** T 3N R 12W SEC 35 Seward Meridian KN 2007073 WINTER SUB #2 TRACT C

Red: Licensed Premise & Restricted Access Area

Yellow: Ingress/Egress

DIAGRAM 3: SITE PLANStandard Marijuana Cultivation
Facility Floor Plan License No.: 27777Smoking Joes Terps Co.
22845 Cache St.
Kasilof, Alaska 99610

**LEGEND:**

Orange: Parking and Entrance
Ingress/Egress

Red: Licensed Premise & Restricted
Access Area

DIAGRAM 4: Entire Location

Standard Marijuana Cultivation
Facility Floor Plan License No.: 27777

Smoking Joes Terps Co.
22845 Cache St.
Kasilof, Alaska 99610



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Waste disposal
- Odor control
- Testing procedure and protocols
- Packaging and labeling

This form must be completed and submitted to AMCO's main office before any new or transfer application for a standard marijuana cultivation facility or limited marijuana cultivation facility license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Smoking Joes Terps Co.	MJ License #:	27777		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOES TERPS Co.				
Premises Address:	22845 Cache St				
City:	Kasilof	State:	Alaska	ZIP:	99610

**Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental****Section 2 – Overview of Operations**

2.1. Provide an overview of your proposed facility's operations. Include information regarding the flow of marijuana from seed or clone to harvest and transfer from your premises:

After product has been harvested and processed, a sample will be taken from each batch and sent for testing. While results are pending, batch will be "quarantined" until it is deemed acceptable by the testing facility. Marijuana product will be packaged in a variety of ways. Bulk wholesale batch packs of up to 5 pounds consisting of single strains or a mixture of strains as identified on the label. Or batches of single gram up to a ounce packs will also be produced for sale without additional handling by the retail store except to add the stores own name or logo and license number. All labeling on all packaging will meet the standards as required for cultivators. Each will include the following statements 1) "Marijuana has intoxicating effects and may be habit forming and addictive." 2) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence." 3) "There are health risks associated with consumption of marijuana." 4) "For use only by adults twenty-one and older. Keep out of the reach of children." 5) "Marijuana should not be used by women who are pregnant or breast feeding." All marijuana product slated to leave the facility will be placed into a durable, tamper-evident METRC packaging prior to transport and locked in the safe for storage. Each package will be identified by a tracking label from metric. The marijuana will be sealed within a tamper-evident shipping container affixed with a label. The shipment will be accompanied by the appropriate transport manifest from Metrc, and will be verified by the licensee or designated agent before the shipment is permitted to leave.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.405 and 3 AAC 306.410.

3.1. I certify that the marijuana cultivation facility will not:

Initials

- a. sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation;
- b. allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on the licensed premises or within 20 feet of the exterior of any building or outdoor cultivation facility; or
- c. treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana.

JS

JS

JS

Section 4 – Cultivation Plan

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

4.1. Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

Grow area includes:

Flower Rooms: 4080 total square footage for (2) two 2040 square feet rooms in size (30'wx68')

Veg Room: 1402 total square footage Calculation: 60x32 - 14x25 - 14x12 = 1402 sq ft

Overall square footage (4080 sq. ft. + 1402 sq. ft. = 5482 total square footage)



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

4.2. The proposed area(s) for cultivation are clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.



Answer "Yes" or "No" to the following question:

Yes No

4.3. Will the marijuana cultivation facility include outdoor production?

☐ ☒

If "Yes", describe the outdoor structure(s) or the expanse of open or clear ground and how it is fully-enclosed by a physical barrier:

NO

4.4. Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility, whether indoors or outdoors, cannot be observed by the public from outside the facility:

The proposed facility is designed to be a completely indoor growing cultivation facility. There will be no direct outside access from the designated growing area. No marijuana will ever be visible to the public.

4.5. Describe the marijuana cultivation facility's growing medium(s) to be used:

- 1.) Hydroton-Clay pebbles
- 2.) Grodan-high quality horticultural stone wool
- 3.) Pro-mix BX Mycorrhizae-a general purpose peat-based professional growing medium suitable for a wide variety of horticultural plants and transplanting applications.
- 4.) Cocotek-Coco Coir line of Organic Growing Media that contains only coconut pith and fibers

4.6. Provide the complete product name and EPA registration # (if applicable) for each of the cultivation facility's pesticide and pest control product to be used. All proposed products must be on DEC's list of approved pesticides in the state of Alaska:

SAFER BRAND INSECT KILLING SOAP CONCENTRATE II 42697-60
NUKE EM EPA No. 0-25B

4.7. Describe all other fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used at the marijuana cultivation facility:

Fertilizers utilized will be: Emerald Harvest King Kola, Emerald Harvest Root Wizard, Emerald Harvest Cal-Mag, Emerald Harvest Cali Pro Grow A, Emerald Harvest Cali Pro Grow B, Emerald Harvest Cali Pro Grow A, Emerald Harvest Cali Pro Bloom A, Emerald Harvest Cali Pro Bloom B, Emerald Harvest Emerald Goddess, Emerald Harvest Honey Chome, GH Flora Gro, GH Flora Bloom, GH Flora Micro, GH Floralicious Plus, GH Flora Nectar Banana Bliss, GH Flora Nectar Pineapple Rush, GH FloraBlend, GH Flora Kleen, GH Diamond Nectar, GH MaxiBloom, Emerald-triangle-crystal-burst, Age Old, Advanced Nutrients, Cutting Edge, Safer Brand 3-1- Concentration, NUKE EM CO2: No CO2 used in this facility Delivery system will be: Hand watering/Hand Sprayer



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

4.8. Describe the marijuana cultivation facility's irrigation and waste water systems to be used:

The cultivation facility irrigation will all be all done by hand. And the waste water system from each table will drain into a sump and the sumps will be pumped into a tote for storage. The tote of waste water will be reused with the next watering. This will be a continuous cycle and between water cycles some may evaporate before the next watering.

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

5.1. The marijuana cultivation facility shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

JT

5.2. Describe how you will store, manage, and dispose of any solid or liquid marijuana waste, including wastewater generated during marijuana cultivation, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown:

Marijuana plant waste will be made unusable by grinding the marijuana plant waste and mixing it with at least an equal amount of other compostable or non-compostable materials. Material that may be mixed with the marijuana waste includes

- (1) compostable materials including food waste, yard waste, vegetable based grease or oils.
- (2) non-compostable materials including paper waste, cardboard waste, plastic waste, oil.

Once this is done, the mulched material will be rendered unusable per statute and will be reused again in Jacob Thom home garden/flowerbeds etc. or taken to the landfill for solid waste disposal.

The in the marijuana inventory tracking system requires under 3 AAC 306.730, to give the board notice not later than three days before making the waste unusable and disposing of it.



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

Section 6 – Odor Control

Review the requirements under 3 AAC 306.430.

Answer "Yes" or "No" to the following question:

Yes No

6.1. Have you received an exemption from your local government for the odor control requirement set forth in 3 AAC 306.430(c)(2)?

☐☒

If "Yes", you must be able to certify the statement below. Read the following and then sign your initials in the box:

Initials

I am attaching to this form documentation of my odor control exemption from the local government.

If "No" to question 6.1., describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

An canister style air scrubber with carbon filters (also called 'carbon scrubbers') will be used to pull the smells out of the air, neutralizing any odors that pass through.
The filter will be used on all air exhausted from the facility to prevent any marijuana odor from being detected by the public.
Ozone generators may be utilized if determined necessary near exits to mitigate any unwanted smell from exiting the facility that may/could exist.

Section 7 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:

Initials

7.1. I understand and agree that the board or director will, from time to time, require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks.

7.2. I will ensure that any individual responsible for collecting random, homogenous samples for required laboratory testing under 3 AAC 306.455 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.

7.3. Describe the testing procedures and protocols the marijuana cultivation facility will follow:

Upon notification that the board or the director require samples for random compliance checks of the proposed facility, a licensee or an authorized agent of the proposed facility will notify an independent testing laboratory (of the states' choice if applicable) to send a representative to collect the required samples. This way, a chain of custody is established, and the possibility of unintentional contamination due to improper sample collection practices is minimized.

All marijuana product batches will be tested for a battery of state required impurities and/or contaminants by a state licensed lab in accordance with 3 AAC 306.455. The facility will collect random samples from homogeneous batches of individual strains of bud or flower in the amount required by the selected testing facility. Harvested marijuana will be segregated in five pound lots. While results are pending, batches will be "quarantined" until it is deemed acceptable by the testing facility.

We will further select homogeneous samples from our cultivation facility for random testing during our growing cycles in order to ensure the highest of quality of standards are met.

**Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental****Section 8 – Packaging and Labeling**

Review the requirements under 3 AAC 306.470 and 3 AAC 306.475.

Answer "Yes" or "No" to the following question:

Yes No

8.1. Will the marijuana cultivation facility be packaging marijuana for a retail marijuana store to sell to a consumer without repackaging?

☐ ☒

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

Answer "Yes" or "No" to the following question:

Yes No

8.2. Will the marijuana cultivation facility be packaging marijuana in wholesale packages?

☒ ☐

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

SAMPLE LABEL: Warning

1. "Marijuana has intoxicating effects and may be habit forming and addictive."
 2. "Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machine under its influence."
 3. "There are health risks associated with consumption of Marijuana."
 4. "For use only by adults twenty-one and older"
 5. "Keep out of the reach of children".
 6. "Marijuana should not be used by women who are pregnant or breast feeding."
 Smoking Joe's Terps Co.
 License # 27777
 Strain: Smoking Joe's Terps Honey Banana
 Harvest Batch # 1 (provided by Metric)
 Net Weight 1 oz.
 Tested by Cann Test
 "No Pesticides, Fungicides or Herbicides were used in the Cultivation of this Marijuana. Test results include: Cannabinoid potency, microbial, contaminants, residual solvents, any additional contaminants.
 All nutrients used in the cultivation of this Marijuana were Emerald Harvest nutrients. This Marijuana was grown in Pro-mix BX soil."

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and AS 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jacob Thom

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 10/23/2022

Subscribed and sworn to before me this 29th day of December, 2020.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Smoking Joes Terps Co.	License Number:	27777		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Smoking Joes Terps Co.				
Premises Address:	22845 Cache St				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: November 19, 2019

End Date: November 29, 2019

Other conspicuous location: Kasilof Post Office


I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Jacob D. Thom

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 10/23/2022

Subscribed and sworn to before me this 29th day of December, 2020.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Smoking Joes Terps Co.	License Number:	27777		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Smoking Joes Terps Co.				
Premises Address:	22845 Cache St				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borough Date Submitted: 12-28-20

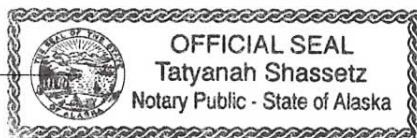
Name/Title of LG Official 1: Borough Clerk Name/Title of LG Official 2: Johni Blankenship

Community Council: _____ Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Jacob Thom
Signature of licensee

Jacob Thom
Printed name of licensee



Tatyana Shassetz
Notary Public in and for the State of Alaska

My commission expires: 10/23/2022

Subscribed and sworn to before me this 29th day of December, 2020.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Smoking Joes Terps Co.	License Number:	27777		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Smoking Joes Terps Co.				
Premises Address:	22845 Cache St				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jacob D. Thom				
Title:	CEO				
SSN:		Date of Birth:			



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jacob Thom

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires:

10/23/2022

Subscribed and sworn to before me this 29th day of December, 2020.

Alcohol & Marijuana Control Office

Initiating License Application

11/16/2020 3:25:14 PM

License Number: 27777**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** SMOKING JOE'S TERPS CO.**Business License Number:** 1058934**Designated Licensee:** Jacob Thom**Email Address:** smokingjoesterps@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 60.312510, -151.315670**Physical Address:** 22845 Cache St
Kasilof, AK 99610
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10066546**Alaska Entity Name:** Smoking Joe's Terps Co.**Phone Number:** 907-715-1180**Email Address:** smokingjoesterps@gmail.com**Mailing Address:** 6857 S. Hangar Talk Cir.
Wasilla, AK 99623
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Jacob Thom**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-715-1180**Email Address:** smokingjoesterps@gmail.com**Mailing Address:** 6857 S. Hangar Talk Cir.
Wasilla, AK 99623
UNITED STATES**Note:** No affiliates entered for this license.

COMMERCIAL LEASE

This lease agreement entered into on January 1st, 2020 between **Jacob Thom** referred to below as "Lessor," and **SMOKING JOE'S TERPS CO. SMOKING JOE'S TERPS CO.**, referred to as "Lessee," who has applied for a State of Alaska Standard Marijuana Cultivation Facility license for the below described premises:

In consideration of the rent provided for, and of the covenants and agreements contained in this Lease, Lessor demises and leases to Lessee the 60'x 100' shop premises located at 22845 Cache ST. Kasilof, AK 99610 to have and to hold the premises for a term of seven (7) years, beginning at 12:00 noon on January 1, 2020 and ending at 12:00 noon on January 1, 2027 unless extended between the parties.

The terms and conditions of this Commercial Lease are as follows:

1. **Premises.** The 60'x100' shop building and Parking area around the shop located at 22845 Cache ST. Kasilof, AK 99610.

Rent. Lessee agrees to pay Lessor as base rent for the premises: \$216,000.00 per Year for the balance of the lease term.

a. Rent shall be paid by the 12th month of the year as directed by the lessor.

b. Lessee shall pay all electricity for the building that is used each month, garbage disposal, and heating bills for the building.

c. Lessee shall pay a late fee of 5% of the base rent for payment of rent past the fifth (5th) of the year.

d. A \$100,000.00 security/damage deposit has been paid by lessee to lessor.

3. **Use of Premises.**

a. Lessee shall use the premises for the operation of a standard marijuana cultivation facility that is permitted under Alaska state law and properly licensed by the State of Alaska and local governing body.

b. Lessee shall also be responsible for all business costs, charges and expenses of operating, maintaining, repairing, replacing, and insuring the premises, including but not limited to net costs and expenses of operating, repairs, lighting, cleaning, painting, stripping and securing insurance.

4. **Quiet enjoyment.** Lessor covenants that Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term, free from interference by the Lessor.

5. **Utilities.**

a. Tenant shall promptly pay all charges when due for utilities furnished to the premises including water, gas, electricity and any other utilities services, and tenant shall promptly pay all taxes levied in connection with utilities used on the premises. Landlord shall not be responsible or liable in any way for quality impairment, interruption, stoppage or other interference with any "utility service."

b. It is the intention of Lessor and the Lessee that the rent shall be paid at the rate of \$216,000.00 per year each and every year throughout the duration of this lease agreement.

6. **Repair.** Lessee shall keep the leased grounds free of all cans, bottles, fragments, debris and trash, and in good repair, and the Lessee will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order. Lessor shall not be obligated or required to make any repairs or do any work on or about the premises or any part of them. All portions of any building leased shall be kept in good repair by Lessee and at the end of the term, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable wear and tear and damage from fire or other casualty excepted. Lessor reserves the right to enter upon the premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make, by giving a 24-hour notice of the inspection.

Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect of the building, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in the premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause. However, this does not relieve lessor of liability if the building is defective because of lessor's actions.

Should the Lessee fail to make repairs agreed to under this Lease, the Lessor may enter the premises (as allowed under state law) and make such repairs and collect the cost from the Lessee. Except as specifically provided in this Lease, the Lessee will not make or permit to be made any alterations, improvements, additions or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.

7. **Indemnity & Insurance.** Lessee agrees to indemnify and hold Lessor harmless from the claims of any and all persons for bodily injury and property damage occurring upon the premises during the term of this Lease or any extension of it, provided the Lessor is not negligent. Lessee agrees to obtain and furnish at Lessee's expense a public liability insurance policy with a reputable insurance company, protecting Lessor from any and all such damages and claims, and agrees to have the policy endorsed to include Lessor as the additional insured. The policy or policies shall be with the following minimum limits:

\$1,000,000 for personal injury to one individual in any one accident or occurrence;

\$2,000,000 for personal injuries for all individuals, the result of any one accident or occurrence;

\$500,000 property damage to all persons resulting from one accident or occurrence.

Lessee will give to Lessor a copy of the liability insurance policy with the premium paid.

Lessor covenants and agrees to indemnify, hold harmless and defend lessee from and against all claims, losses and damages for personal injury or death, damage to property occurring on the premises, or Lessor's failure to pay taxes, liens, or assessments, arising out of Lessor's use or occupancy of the premises, or otherwise, arising out of Lessor's operation of the businesses or occupancy of the premises which pre-date the commencement of this Lease. This clause includes any Alaska Department of Environmental Authority, federal Environmental Protection Agency, the Alaska Department of Revenue, Internal Revenue Service, or other government entity or agency.

8. Fire and Other Casualty. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same. If the unexpired portion of the term or any extension of it shall be two years or less on the date of such casualty and the cost of such repair or restoration exceeds 20% of the then replacement value of the damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within 30 days after the occurrence of such casualty, terminate this Lease. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this Lease by written notice to Lessee within 30 days after the occurrence of such casualty.

In the event the repairing and restoring of the buildings cannot be completed within four months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this Lease upon giving written notice to Lessor within 30 days from the date of occurrence of the casualty. From the date of such damage or destruction until the building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee. Property Lessee stores in the demised premises shall be at the sole risk of Lessee.

Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.

9. Improvements and Fixtures. Lessee may at its own expense make such alterations, improvements, additions and changes to the premises, provided Lessee shall not, without the written consent of Lessor, tear down or materially demolish any of the improvements on the premises or make any material change or alteration in such improvements

which, when completed, would substantially diminish the value of the premises. All shelving, trade fixtures, or other personal property of Lessee which it may have installed or placed at its own expense on the premises may at any time be removed by Lessee provided Lessee shall repair any damage to the premises caused by such removal. Lessee agrees at Lessee's own cost and expense to keep the building on the premises well painted at all times.

10. **Assignment and Subletting.** Lessee agrees that it will not assign or sublet the leased premises in whole or in part without the written consent of Lessor, which consent shall not be unreasonably withheld. But such assignment or subletting will in no event release Lessee from its responsibility under the terms of this Lease.

11. **Default.** Lessee shall be considered in default under this lease for any of the following actions or occurrences:

a. Failure of Lessee to pay rent or any other sum due and owing Lessor pursuant to the provisions of this lease within ten (10) days after the expiration of written notice by Lessor to Lessee of such default, complying with Alaska Statute (A.S.) 09.45.105.

b. Failure by Lessee to comply with any of the covenants, terms and conditions of this lease within twenty (20) days after receipt from Lessor of notice to correct such failure.

c. Failure of Lessee to obtain the release of an attachment, garnishment, execution, or levy against the premises or loaned equipment or the business conducted by lessee on the premises within 72 hours after any such lien attaches.

d. Institution of bankruptcy, insolvency, receivership, or trusteeship proceedings, voluntary or otherwise, or an assignment for the benefit of creditors, by lessee.

e. Abandonment of the premises by lessee.

d. Death or disablement of lessee.

e. Assignment or sublease, of this Lease by Lessee without the written consent of the Lessor, which consent shall not be unreasonably withheld.

f. In the event of default by the lessee, lessor/landlord will not remove from the premises or take possession of any marijuana, and AMCO enforcement will be contacted immediately by the landlord.

12. **Lessor Remedies on Default.** Upon default in the terms and conditions of this Lease, Lessor may avail itself of the Forcible Entry and Detainer statutes of the State of Alaska (A.S. 09.45.060 et. seq.), and such other remedies as may exist in law or equity.

13. **Return of Premises Upon Termination.** Upon termination of this Lease by expiration of the term, or by election as above provided, or otherwise, Lessee shall return the

premises to Lessor in the same condition as at the commencement of this Lease, ordinary wear and tear excepted.

14. **Non-Waiver of Eminent Domain and Condemnation.** If there is a partial taking of the demised premises by eminent domain, as the result of which the total leased premises is reduced by not more than 25%, the terms of this Lease will continue and Lessor at Lessor's expense will restore the remaining premises to a complete architectural unit with store front, signs and interior of equal appearance and utility as they had previous to the taking, but there will be a pro-rata reduction in the rent payable each month and Lessee will have no right to any of the proceeds of such taking. If, on the other hand, the taking exceeds 25% of the total leased premises, or in the event the improvements are condemned and ordered torn down or removed by lawful authority, then the terms of this Lease shall cease as of the date possession shall be taken by such authority, the rent will be apportioned as of the date of such taking.

15. In the event of default by lessee, the Lessor/landlord will not remove from the premises or take possession of marijuana, and AMCO enforcement will be notified immediately.

16. **Miscellaneous.**

a. **Notices.** All notices which are required to be given pursuant to this Lease shall be deemed sufficient if in writing and sent by either registered or certified mail or hand delivery as follows:

To Lessor: 6857 S. Hangar Talk Cir. Wasilla, AK. 99623

To Lessee: 6857 S. Hangar Talk Cir. Wasilla, AK. 99623

b. **Binding Effects.** This Lease shall be binding and shall inure to the benefit of Lessor and Lessee, their heirs, successors and assigns.

c. **Integrated Contract.** This lease contains the entire agreement and understanding between the parties hereto. From the date on which the form of this lease begins, this lease automatically supersedes and terminates all prior leases between lessee and lessor or the predecessors of lessee pertaining to the premises and loaned equipment. No amendment, addition, alteration, modification or waiver of any provision of this lease shall be of any effect unless in writing and signed by the parties hereto.

d. **Attorney's Fees.** In any proceedings to enforce this Lease, the prevailing party shall pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred in enforcing the agreements of this lease.

e. **Applicable Law and Termination of Lease.** This Lease shall be interpreted according to the law of the State of Alaska, and any legal proceedings to enforce it shall be venued in the courts of the State of Alaska, Third Judicial District at Palmer, Alaska. After a Lease Agreement is mutually executed and in the event lessee, despite its best efforts, is unable to obtain a state marijuana license (or renewal of said license) and

DATED in, Alaska, this 29 day of Dec 2020.

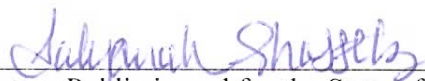
SMOKING JOE'S TERPS CO.
Lessee/Tenant

By: 
Jacob Thom
Its: President/CEO

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of December 2020, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared on behalf of **SMOKING JOE'S TERPS CO.**, Jacob Thom, to me known to be the person described in and who executed the above agreement, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal on the day, month, and year in this certificate first hereinafter written.

By: 
Notary Public in and for the State of Alaska
My commission expires: 10/23/2020



local use permits approvals for this site location, lessee shall, at lessee's election, be released from the terms of the lease and the security deposit and all Payments to the Landlord will be forfeited as its sole financial remedy cancelling this Lease Agreement.

Likewise, if after the lessee's operation is up and running and in the future there are changes in the Law that make the business of lessee illegal, lessee shall be released from the terms of the lease agreement with forfeiture of the security deposit and all payments. Lessee agrees to give a thirty (30) day notice prior to terminating lease.

In witness, the parties have executed this Lease on the date below written.

DATED in, Alaska, this 29 day of Dec 2020.

Lessor, Jacob Thom

By: Jacob Thom

Jacob Thom

STATE OF Alaska)
) ss.
3 JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of December 2020, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jacob Thom, to me known to be the person described in and who executed the above agreement, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal on the day, month, and year in this certificate first hereinafter written.

By: Tatyanah Shassetz

Notary Public in and for the State of AK

My commission expires: 10/23/2022



PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

}

SS:

Jeff Hayden being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

Marijuana Notice

11/19/20

11/26/20

12/03/20

Marijuana Facility License

Smoking Joe's Terps Co. is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #27777, doing business as SMOKING JOE'S TERPS CO., located at 22845 Cache St, Kasilof, AK, 99610, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

Pub: Nov. 19, 26 & Dec 3, 2020

913912

X

SUBSCRIBED AND SWORN before me on this

11th day of Dec, 2020.

Elizabeth A. McDonald

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3-6-24.

Elizabeth A. McDonald
Notary Public, State of Alaska
Commission #200306009
My Commission Expires March 6, 2024

Kenai Peninsula Borough

Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk (B)

FROM: Tatyana Shassetz, Borough Clerk Administrative Assistant (AS)

DATE: Tuesday, July 6, 2021

RE: Smoking Joe's Terps Co. – Standard Marijuana Cultivation Facility –
New License 27777

Kenai Peninsula Borough Code 7.30.010 provides that the Assembly shall review and make recommendations to the state on applications for new licenses located within the Borough. Accordingly, the attached application filed by Smoking Joe's Terps Co. is being submitted to you for review and recommendation.

The Borough Finance Department reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Commission reviewed the application at its June 14, 2021, meeting and has no objection to the new license based on the standards set forth in KPB 7.30.

RECOMMENDATION:

That the Assembly approves the issuance of a letter of non-objection to the Alcohol Marijuana Control Office regarding the New Standard Marijuana Cultivation Facility license as requested by **Smoking Joe's Terps Co.** with the recommendation that the following conditions be placed on the state license pursuant to 3 AAC 306.060(b):

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).

Kenai Peninsula Borough

Planning Department

MEMORANDUM

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

THRU: Melanie Aeschliman, Planning Director

FROM: Bryan Taylor, Planner

DATE: June 21, 2021

RE: Application for a new Marijuana Cultivation Facility License. **Applicant:** Smoking Joe's Terps Co.; **Landowner:** Jacob D. Thom; **Parcel #:** 13344109; **Property Description:** T 3N R 12W SEC 35 SEWARD MERIDIAN KN 2007073 WINTER SUB #2 TRACT C; **Location:** 22845 CACHE ST, Cohoe Area.

The Kenai Peninsula Borough Planning Commission reviewed the subject application during their regularly scheduled June 14, 2021, meeting.

A motion to recommend approval of the Smoking Joe's Terps Co. Marijuana Cultivation Facility License application passed by unanimous consent subject to the following conditions:

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).

The unapproved minutes are not yet available for this meeting.



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

MARIJUANA LICENSE LOCAL REVIEW STANDARDS ACKNOWLEDGEMENT FORM

Please review the statements below and acknowledge your understanding of the conditions and intent to comply by your signature below.

There shall be no parking in borough rights-of-way generated by the marijuana establishment.

If I have a retail marijuana license, I will not conduct any business on, or allow any consumer to access, the premises, between the hours of 2:00 a.m. and 8:00 a.m. each day.

I must stay current in obligations owed to the Kenai Peninsula Borough or my license may be subject to a protest by the KPB Assembly.

It is my responsibility to abide by all federal, state, and local laws applicable to my marijuana establishment.


I understand Kenai Peninsula Borough staff will enter my property for purposes of evaluating ongoing compliance with KPB 7.30 and any conditions placed on the license by the State of Alaska Marijuana Control Board.

I have received, read and understand the additional review standards and conditions set out in KPB 7.30.

Smoking Joe's Terps Co.

22845 Cache Street, Kasilof, AK 99610; T 3N R 12W SEC 35 SEWARD MERIDIAN KN 2007073 WINTER SUB #2 TRACT C

Application for Standard Marijuana Cultivation Facility (License Number: 27777)

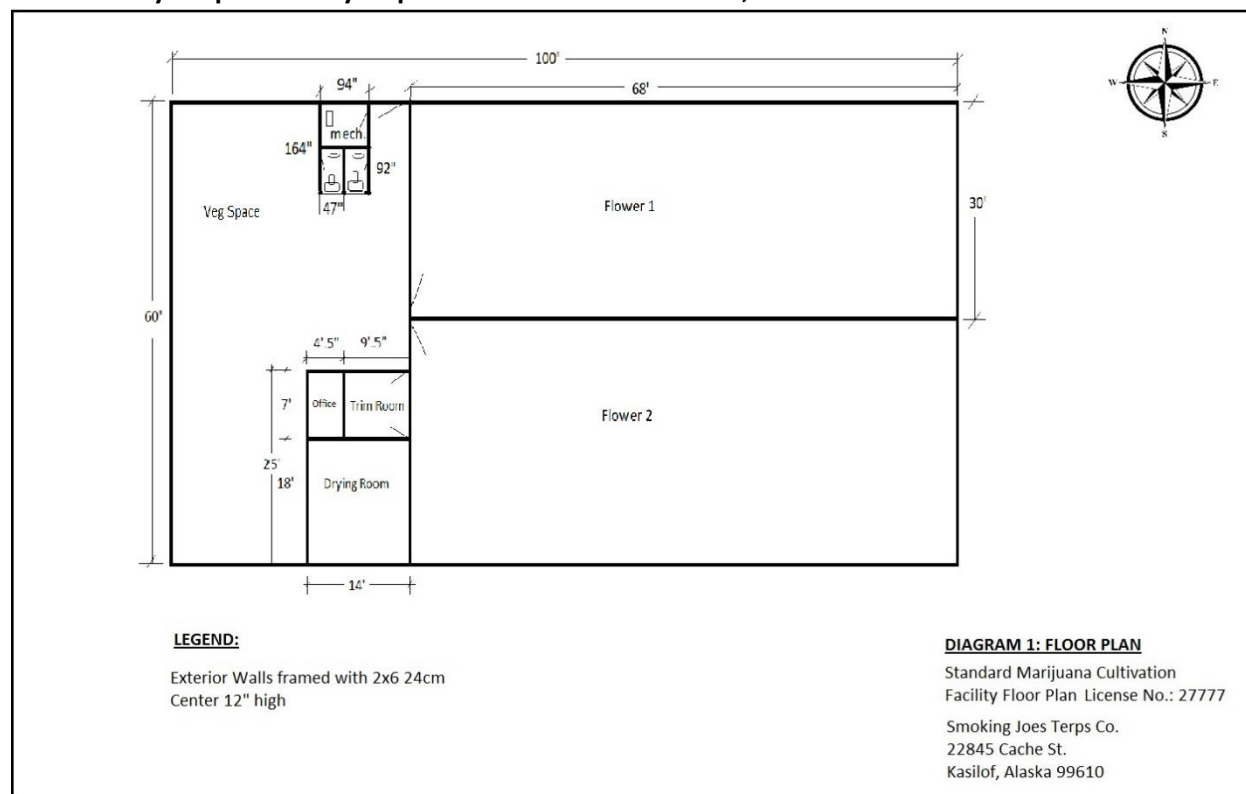

Signature

12-28-20
Date

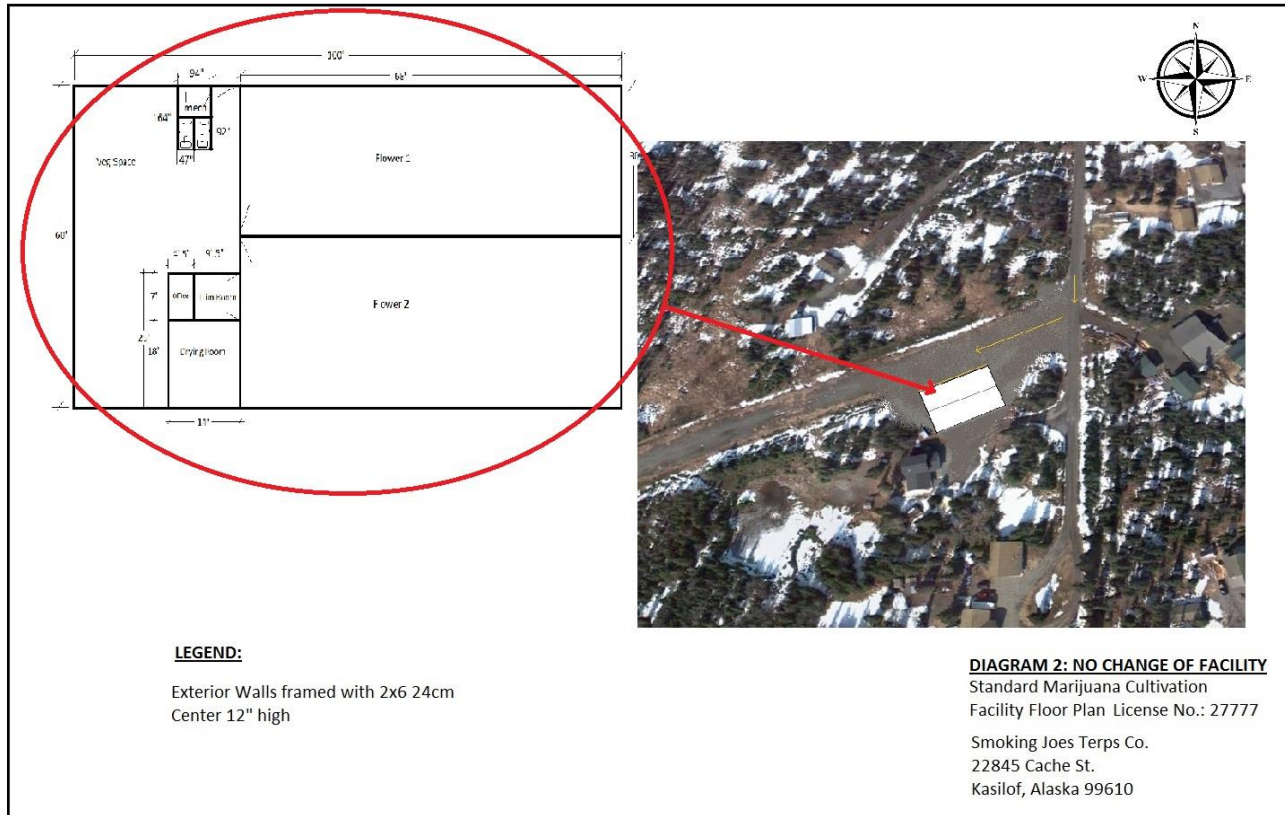
Please return completed form along with site development plan to the KPB Clerk's

ALASKA MARIJUANA CONTROL BOARD
OPERATING PLAN SUPPLEMENTAL
FORM MJ-02: PREMISES DIAGRAM

- Diagram 1: a diagram showing only the licensed premises areas that will be ready to be operational at the time of your preliminary inspection and license issuance;



- **Diagram 2: NOTE: NOT DIFFERENT FROM DIAGRAM 1: SMOKING JOES TERPS Co. has NO plans for expansion areas**



- **Diagram 3: a site plan or as-built of the entire lot, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;**



- **Diagram 4: an aerial photo of the entire lot and surrounding lots, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (this can be obtained from sources like Google Earth)**



LEGEND:

Red Indicates Licensed Premise Area

DIAGRAM: LICENSED PREMISE AREA

Standard Marijuana Cultivation
Facility Floor Plan License No.: 27777

Smoking Joes Terps Co.
22845 Cache St.
Kasilof, Alaska 99610

- **Diagram 5: a diagram of the entire building in which the licensed premises is located, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises).**



LEGEND:

Orange: Parking and Entrance
(ACCESS/EGRESS)

DIAGRAM 5: Entire Location

Standard Marijuana Cultivation
Facility Floor Plan License No.: 27777

Smoking Joes Terps Co.
22845 Cache St.
Kasilof, Alaska 99610

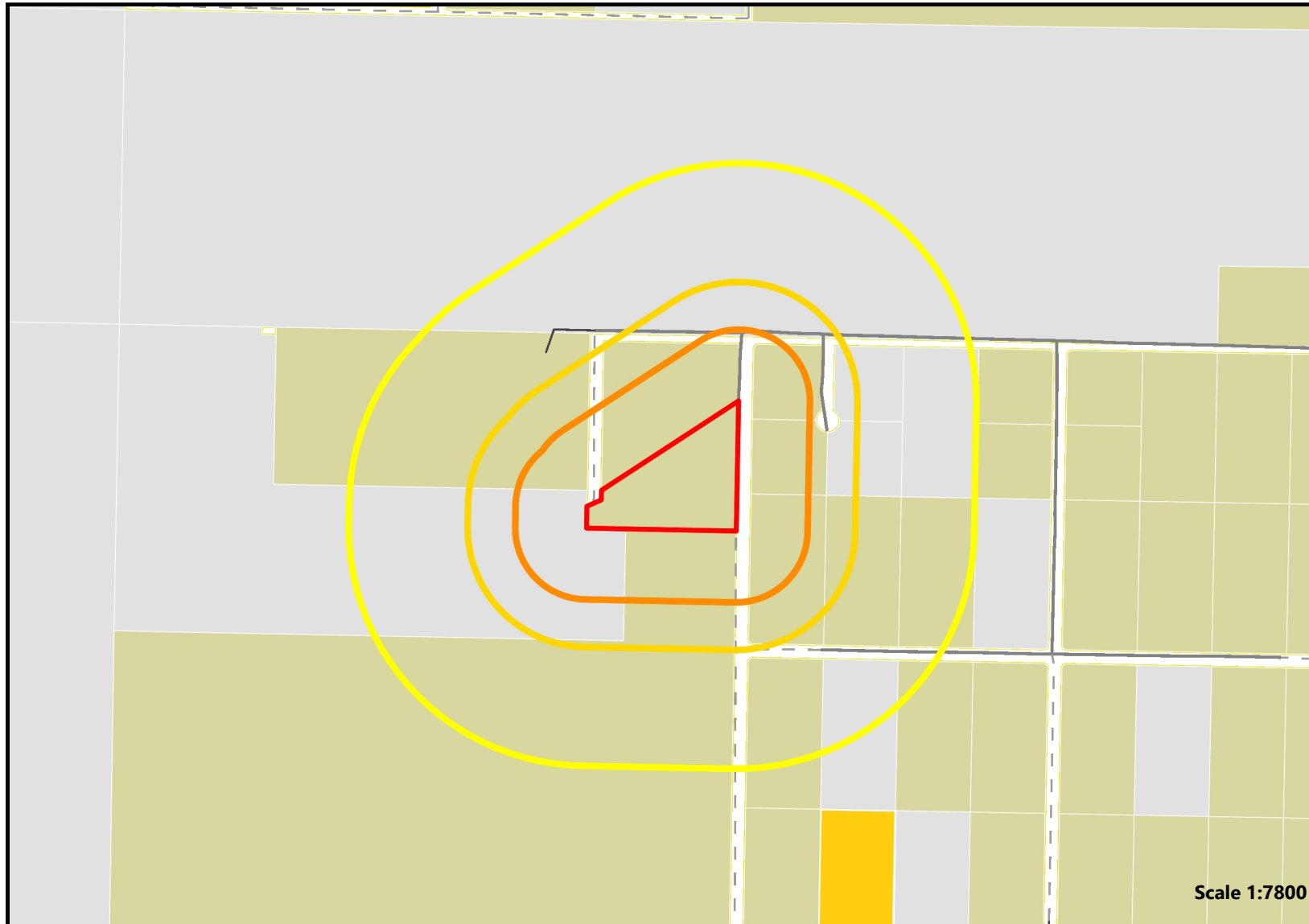


Recommendation on State Application for Standard Marijuana Cultivation Facility

Applicant: Smoking Joe's Terps Co.

KPB Parcel ID: 13344109

Adjacent Land Use Map



AMCO # 27777

- 1000ft Radius
- 500ft Radius
- 300ft Notification Area
- Parcel Boundary

Land Usage in 1000ft radius

- Residential
11 parcels
- Vacant
6 parcels

Vicinity



Radii shown depict the distance from the parcel boundaries. KPB 7.30 states that the distance must be measured by the shortest pedestrian route. If there were relevant facilities within the 500-foot or 1,000-foot radius, the shortest pedestrian path would be measured and depicted here.

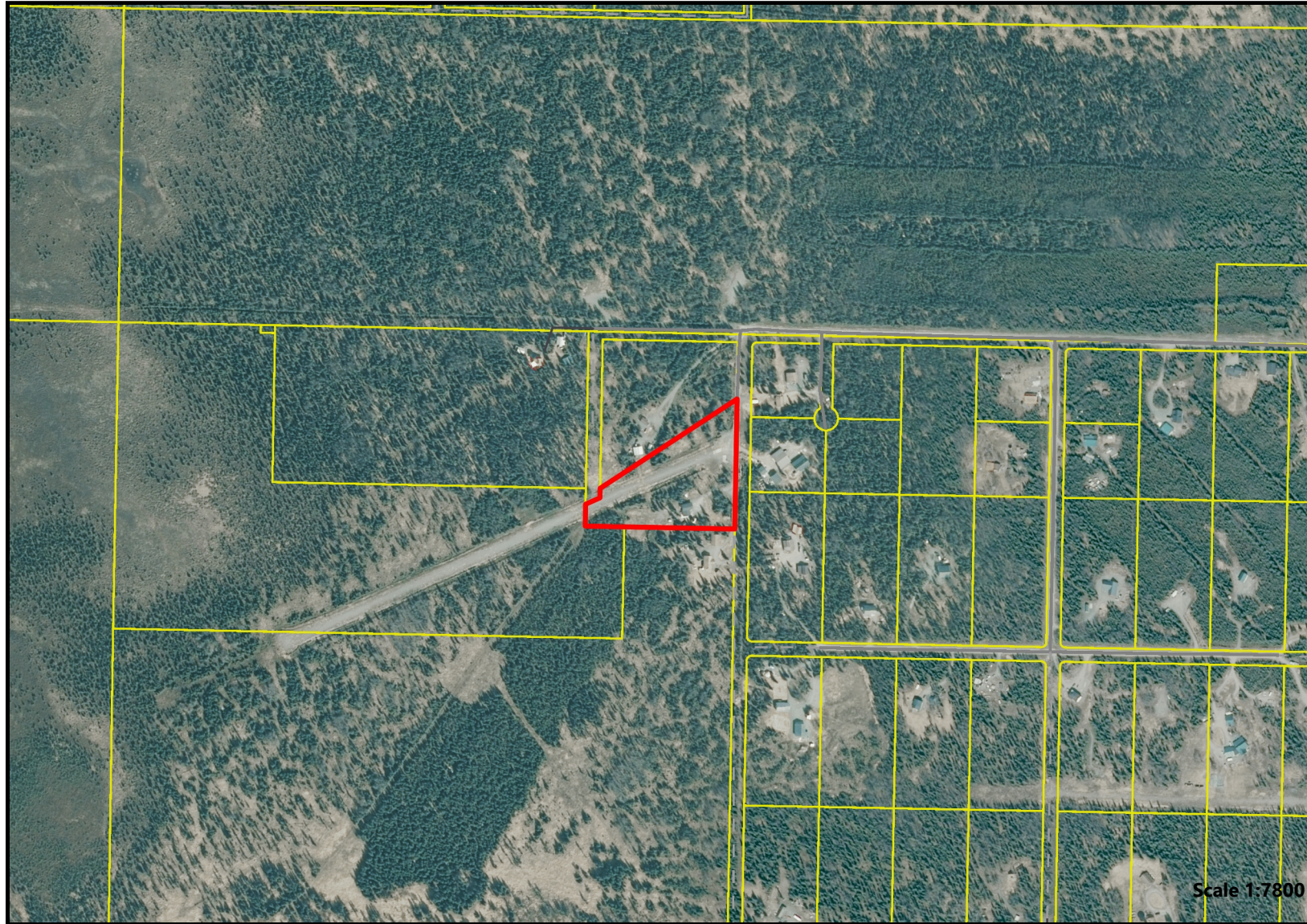


Recommendation on State Application for Standard Marijuana Cultivation Facility

Applicant: Smoking Joe's Terps Co.

KPB Parcel ID: 13344109

Aerial Imagery Map



- Parcel Boundary
- All Other Parcels

Scale 1:7800

Vicinity





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 4, 2021

Kenai Peninsula Borough

Attn: Johni Blankenship

VIA Email: jblankenship@kpb.us

CC: micheleturner@kpb.us

tshassetz@kpb.us

sness@kpb.us

mjenkins@kpb.us

btaylor@kpb.us

MBerg@kpb.us

shuff@kpb.us

License Number:	27520
License Type:	Marijuana Concentrate Manufacturing Facility
Licensee:	Leaf & Larf, LLC
Doing Business As:	Purgatory Cannabis
Physical Address:	43280 Kenai Spur Hwy Unit F Nikiski, AK 99635
Designated Licensee:	Toby Foster
Phone Number:	907-690-0091
Email Address:	toby@alaskacannabis.com

☒ **New Application**

☐ **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local

government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our June 23-24, 2021 meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "Glen Klinkhart", with a stylized flourish at the end.

Glen Klinkhart, Interim Director

amco.localgovernmentonly@alaska.gov



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Toby Foster
Title:	Manager, Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

77

I certify that I am not currently on felony probation or felony parole.

77

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

77

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

77

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

77

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

77

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

77

I certify that my proposed premises is not located in a liquor licensed premises.

77

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

77

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

77

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

77



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

TF

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

TF

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

☐

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

TF

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Toby Foster
Signature of licensee

Toby Foster

Printed name of licensee



Kelly Harden
Notary Public in and for the State of Alaska

My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 2020.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Robb Rood
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?



If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Cultivation - Alaska Cannabis Company 12618
Retail - Alaska Cannabis Company 18929



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

PR

I certify that I am not currently on felony probation or felony parole.

PR

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

PR

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

PR

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

PR

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

PR

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

PR

I certify that my proposed premises is not located in a liquor licensed premises.

PR

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

PR

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

PR

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

PR



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

PR

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

PR

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

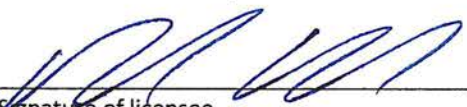
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

PR

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Robb Rood
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: FEB, 14th, 2021

Subscribed and sworn to before me this 19th day of NOVEMBER, 2020.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	John Cox
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?



If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Cultivation - Alaska Cannabis Company 12618
Retail - Alaska Cannabis Company 18929



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

☐

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

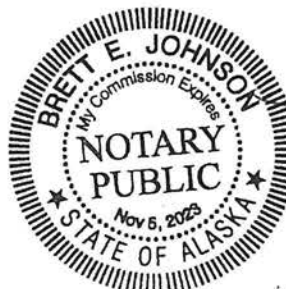
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

John Cox

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: Nov 5th, 2023

Subscribed and sworn to before me this 17 day of November, 2020.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jenny Foster
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Cultivation - Alaska Cannabis Company 12618

Retail - Alaska Cannabis Company 18929



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

JUF

I certify that I am not currently on felony probation or felony parole.

JUF

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

JUF

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

JUF

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

JUF

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

JUF

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

JUF

I certify that my proposed premises is not located in a liquor licensed premises.

JUF

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

JUF

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JUF

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

JUF



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

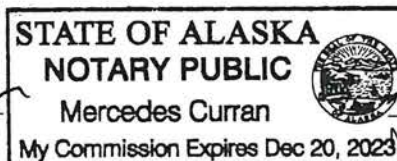
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee



Notary Public in and for the State of Alaska

Jenny Foster

Printed name of licensee

My commission expires: 12/20/2023Subscribed and sworn to before me this 19th day of November, 2020.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	MJ License #:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Highway, Unit F				
City:	Kenai	State:	Alaska	ZIP:	99635

Mailing Address:	PO Box 595				
City:	Kenai	State:	Alaska	ZIP:	99611

Designated Licensee:	Toby Foster				
Main Phone:	907-690-0091	Cell Phone:	907-690-0091		
Email:	Toby@alaskacannabis.com				

**Form MJ-01: Marijuana Establishment Operating Plan****Section 2 – Control Plan for Persons Under the Age of 21**

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Purgatory Cannabis is not open to the public, therefore, the entire facility will be restricted access. Doors will remain locked at all times, accessible through commercial-grade locks. Purgatory Cannabis will train all employees on procedures and policies to prevent persons under age 21 from accessing the premises. Purgatory Cannabis will post a sign at all entries stating "No one under 21 years of age allowed" and "Restricted Access Area - Visitors Must Be Escorted" The signs will be at least 12 inches long and 12 inches wide. The letters will be at least one-half inch in height and will contrast with the background of the sign. Video surveillance cameras will be in operation continuously and will capture all activity around the exterior of the premises. Doors will be equipped with audible alarms to prevent illegal or unauthorized access to the facility. Signs will be posted informing visitors that they are being surveilled. Visitors will be required to show valid, government-issued, photo identification before being allowed into the licensed premises. With the exception of law enforcement, AMCO enforcement, or other authorized individuals, visitors must schedule appointments ahead of time in order to be admitted into the building. If necessary, law enforcement will be contacted to enforce this policy.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

Purgatory Cannabis will post a sign at all entries stating "No one under 21 years of age allowed" and "Restricted Access Area - Visitors Must Be Escorted." All doors will have commercial-grade locks and remain locked at all times. All employees are required to wear ID badges and any visitors in the facility are required to wear visitor badges. Surveillance cameras will continuously monitor all activities in the restricted access areas, as well as the exterior of the premises.


3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

With the exception of regulatory agents, AMCO Enforcement, or law enforcement, all visitors must be pre-approved and pre-scheduled to enter the facility. Visitors will be required to show valid, government-issued photo identification, that shows that they are 21 years of age or older. All visitors will be given a visitor's badge, which they must display on their person at all times. Employees will be required to display employee ID badges that feature their photo, name, company name, logo, and license number. Visitors will sign into a visitor's log, which will show the date, time, and purpose [if necessary] of their visit. All visitors will be escorted by a licensee or an employee at all times, with no more than five (5) visitors per each escort. At the conclusion of the visit, visitors shall return their badges and leave the premises. Visitor logs will be stored as an official business record and will be readily available for review by AMCO Enforcement and law enforcement.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Purgatory Cannabis will ensure that exterior lighting fixtures will be installed to keep the premises well lit, and facilitate security surveillance, for a distance of at least 20 feet from all outer perimeters of the building. Bright lighting will be used to assist surveillance cameras in recording all entry points to the building. The lights will be installed with protective coverings and at an inaccessible height to discourage vandalism and prevent obstruction. The exterior lighting will be frequently checked by a licensee or designated employee to ensure that all lights remain operational and undamaged.

**Form MJ-01: Marijuana Establishment Operating Plan**

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Purgatory Cannabis will either install a regulatory alarm system or contract a third-party security agency for installation and maintenance. The alarm system will be set up with sensors on every exterior door and window, which will set off an audible alarm when disturbed, as well as notify the licensee via an electronic alert sent to their phone. If needed, local law enforcement will be contacted. These alarms will be active at any time that the facility is closed. The first licensee or employee to arrive in the morning will deactivate the alarm system for business hours. The last licensee or employee to leave the premises will activate the alarm system. In the case of an unauthorized breach, the employees will evacuate the building to a pre-determined location, if it is safe and necessary to do so. A designated employee will take a head count of all employees and any visitors that may have been on the premises to check that everyone is accounted for. Employees will await for any instruction from law enforcement and must comply with all directives. Once it is deemed safe to do so, employees will return to the premises and inspect for any property damage or theft and take inventory. In the case that any property damage or theft occurs, all necessary documentation will be promptly submitted to law enforcement officials and AMCO Enforcement. In accordance with AMCO regulation, any event that occurs on the licensed premises that involves local law enforcement will be reported to AMCO Enforcement via email within 24 hours.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

All marijuana (bud/flower/trim etc.), extracted oil and finalized products will be stored in the restricted access packaging area of the facility. All incoming bud/flower/trim etc., extracted oil and concentrates for final products and waste will be tracked in Metrc. All outbound orders will be cross-checked with Metrc and approved by a licensee or designated employee. Video cameras will continuously monitor all activity inside, and outside, the licensed premises. A Licensee or a designated employee will be required to complete weekly inventory counts to ensure all business records match Metrc generated reports. Weekly counts are documented and maintained as business records, and will be available to any AMCO Enforcement Official or local law enforcement officer who wishes to view them, for five years. If it is suspected that a theft, inversion, or diversion has occurred, employees will notify the licensee immediately. Employees will be trained extensively in spotting theft, diversion, and inversion of marijuana. If an employee has been determined to be stealing marijuana or marijuana product, law enforcement and AMCO will be notified immediately. Thefts will be recorded in Metrc and the stored business records.

3.7. Describe your policies and procedures for preventing loitering:

Purgatory Cannabis will promote business practices that discourage loitering. A Licensee or a designated employee will perform random perimeter checks to ensure that there are no loiterers on the premises. All loiterers will be asked to leave and escorted off the premises. If loiterers do not comply, law enforcement will be contacted for back up. In any event that law enforcement is contacted Purgatory Cannabis will notify AMCO electronically as soon as possible but in any event, not more than 24 hours. In addition, the exterior of the building will be well-lit and equipped with 24/7 video surveillance and signs that say "No Loitering". Signs will also be posted that bring notice to the video surveillance. Purgatory Cannabis designated employees and the licensee will view security footage to identify loiterers and potential vandals. Visitors will not be permitted to remain on the premises after their escorted visitation has ended.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials


3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.




Form MJ-01: Marijuana Establishment Operating Plan


Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility. 

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image. 

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application. 

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board). 

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Bright lights will be positioned along the building to facilitate surveillance. Multiple twenty four hour video surveillance cameras will be placed strategically to record all restricted access areas of the facility, including all areas where marijuana and marijuana products(concentrates) are processed or manufactured, packaged, stored, wasted, and received/shipped. The exterior of the facility will also have 24 hour video surveillance monitoring any and all persons who enter and exit the facility. The security cameras will be checked regularly for obstructions, ensuring there are 20-foot sight lines from all entry points to the building. All doors, safes, and marijuana storage areas will also have video surveillance coverage to clearly identify the faces of those accessing the areas. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it will be promptly addressed. All video surveillance systems will have a backup battery, so that all cameras will be able to continue operation for at least one hour in the event of a power outage.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

All business and surveillance records will be stored on-site in the locked office, ready to be made available to law enforcement or agents of the Marijuana Control Board. Video surveillance will be uploaded to a separate hard drive for longer storage, if needed to aid in any investigations. Only licensees will have access to business records. Records will be stored separately from any marijuana or currency. The security system will be password-protected to defend against any data tampering. All recordings will be stored on the systems DVR for a minimum of forty (40) days and are a part of the business records. All recordings will include the time and date stamp and will be archived in a format that does not permit alteration of the requested images. All data can and will be made accessible for upload to a separate hard drive to maintain records for as long as necessary in the event of a civil, administrative or criminal investigation. All recordings will be available to law enforcement or AMCO agents upon request.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 4 – Business Records**

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All required six month business records will be stored in the facility's office, either electronically on a hard drive or in a locked metal filing cabinet. The business records will only be accessible to the Licensees. Records will be managed in accordance with standard retention policies to ensure that they are stored in a consistent and accessible manner. These stored records include inventory and employment logs, manifests, financial books, surveillance records, operational and regulatory documents and communications.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

All employees and licensees of Purgatory Cannabis will be required to have a current marijuana handler permit and valid food handler cards before the start date of their employment. Employee handler cards must be kept current for the duration of their employment. A Licensee will periodically verify that all employees have current cards on file. Purgatory Cannabis's training will include: internal policies and procedures, employee safety measures, personal hygiene, all DEC regulations regarding safety and sanitation and what to do in the event of a recall, diversion, theft and inversion prevention, manufacturing techniques, sanitation, using Metrc software, state statutes and regulations, and relevant municipal codes. Federal laws concerning marijuana will also be discussed and if the need arises, each employee will be taught specific answers regarding this topic that are acceptable responses to provide to customers (marijuana retail establishments), regulatory officers, or others in order to ensure that there is no legal opinion rendered but, provide information on the law in its current state. Training will commence upon initial employment and will be refreshed as needed.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.

7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.

7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.

7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).

Answer "Yes" or "No" to each of the following questions:

Yes No

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.



7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.



7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

All packaging materials that will be sold to marijuana retail establishments for sale to consumers will be child-resistant and unappealing to children. All packaging done at the facility will be performed in a specific 24-hour surveillance monitored area and will then be packaged in a uniform manner with labels secure and clearly displayed. Marijuana products will be individually packaged immediately after manufacturing, and subsequent to positive third party testing, further packaged with approved exterior packaging, health and safety labeling methods. Marijuana concentrates will be stored in the secured, restricted access, locked production and packaging room in the facility with 24/7 surveillance when awaiting distribution. For all transports of marijuana products (concentrates), Purgatory Cannabis will create a Metrc generated Trip Manifest. All Trip Manifests will be sent with the products, and an additional copy will be stored and filed on the premises as an official business record. The manifest documents will clearly have the strain name, type of product, batch number, weight, name of the transporter and handlers ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. All marijuana product (concentrates) will be in a sealed package or container not exceeding ten (10) pounds and then stored in a locked storage compartment within the transport vehicle. The transport vehicle will travel directly between destinations without making any unnecessary stops and at no time during transit will marijuana products be directly visible. All marijuana product packaging will have a label stating that a licensed testing facility has tested each batch in the shipment.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Purgatory Cannabis will not be posting any signs with a business name or logo on the the manufacturing facility.

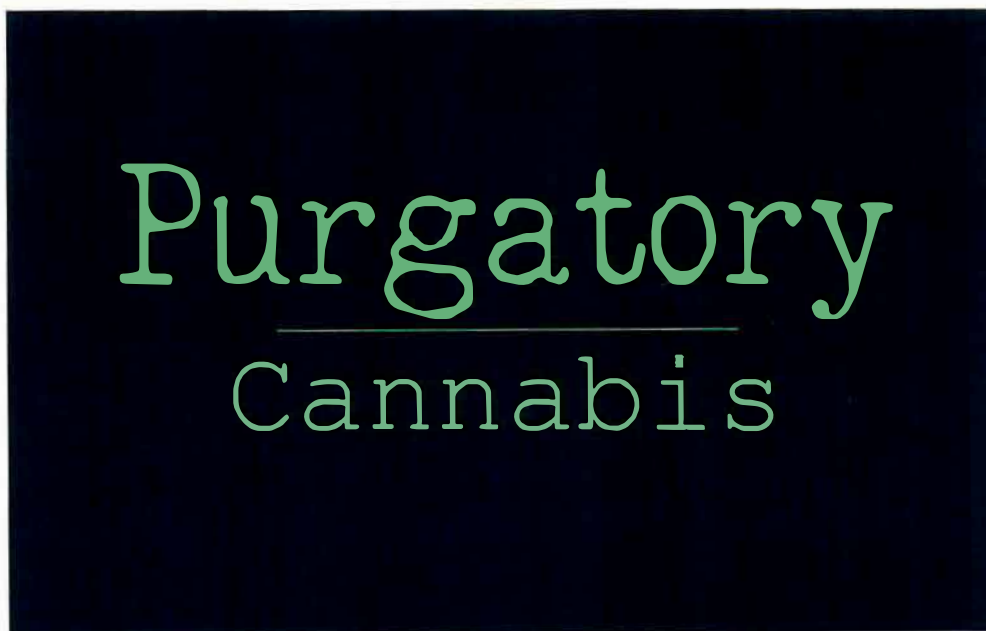


Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Purgatory Cannabis may utilize the following medium types when distributing advertisements:

- Newspaper Ads
- Radio Ads
- Social Media to feature specific strains
- Magazine Ads
- Sponsorships & Fundraisers
- Website
- Platforms such as LeafLinks, etc.

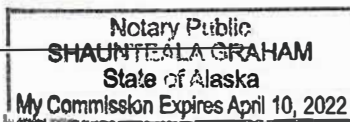


I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Toby Foster

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: April 10, 2022

Subscribed and sworn to before me this 18th day of December, 2020.



(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram**What is this form?**

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	MJ License #:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ **Employee monitoring area(s)
- ☐ **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

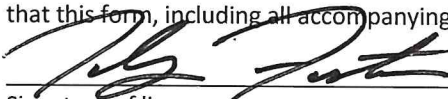
The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

The following additional details must be included in Diagram 5:

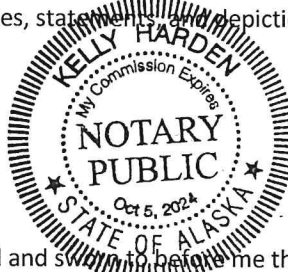
- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference


I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.


Signature of licensee

Toby Foster

Printed name of licensee



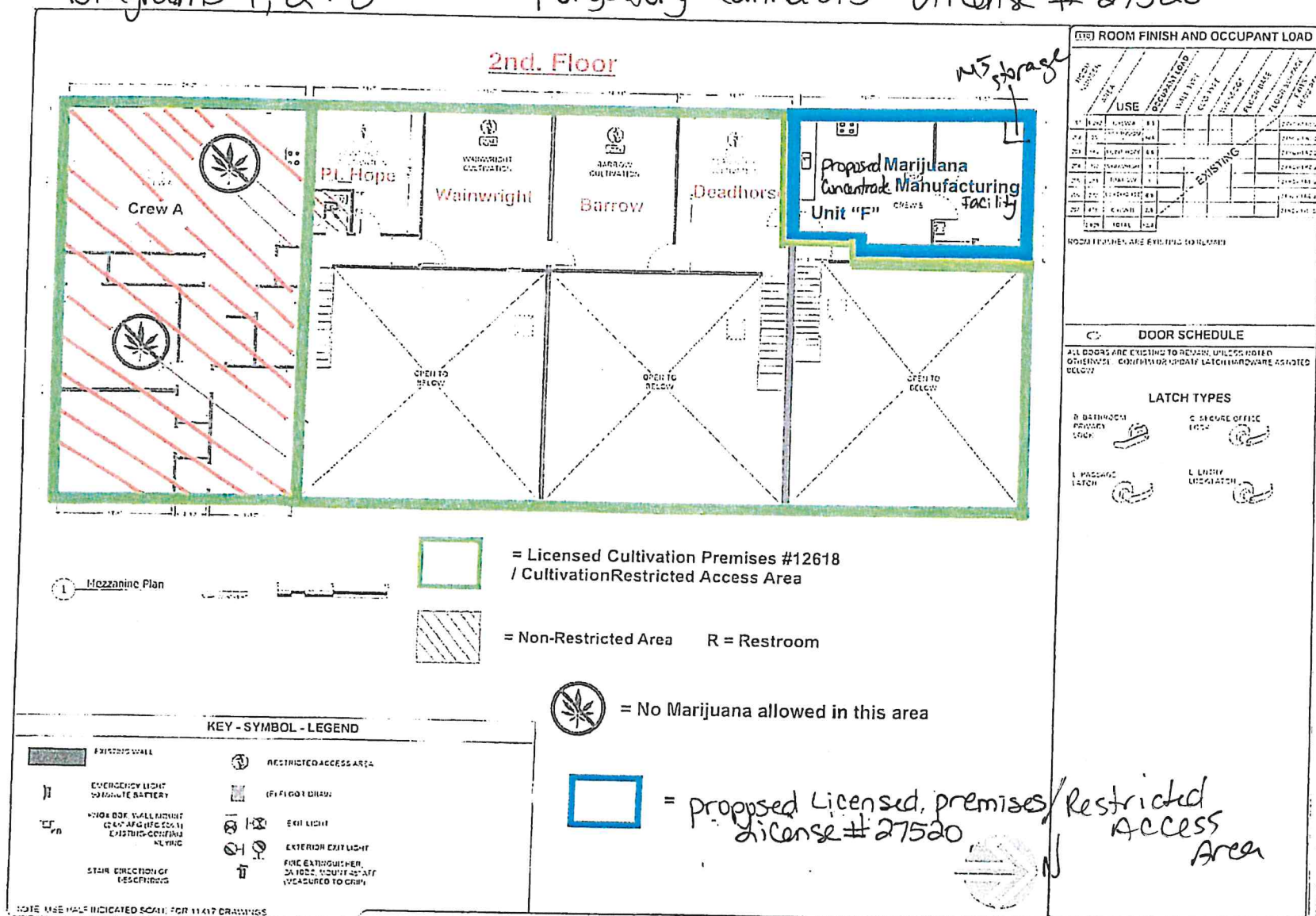

Notary Public in and for the State of Alaska

My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 2020.

Diagrams 1, 2 & 5

Purgatory Cannabis License # 27520



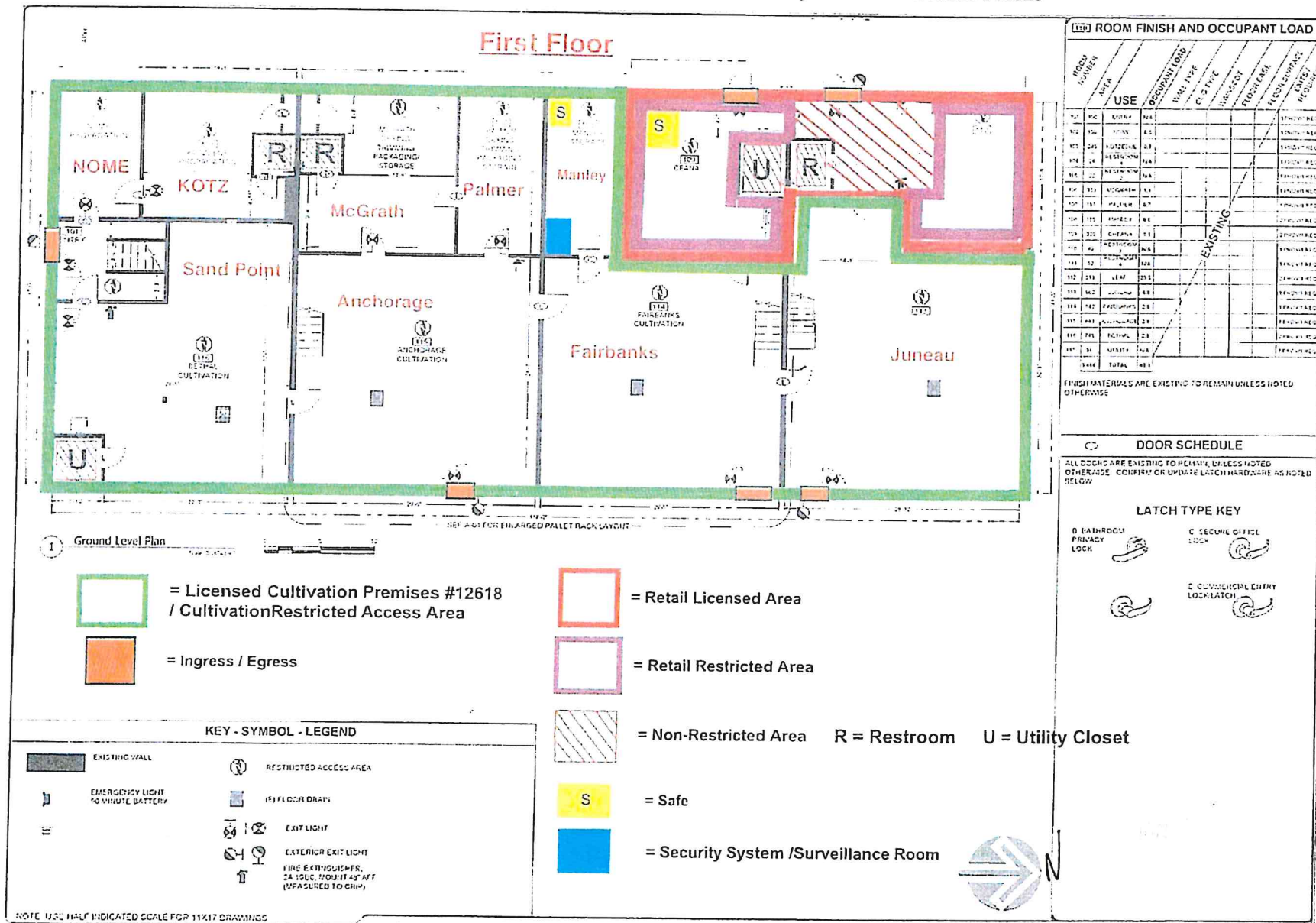
Diagrams 1.1, 2.1 + S.1 AFTER - NO CHANGES FIRST FLOOR

532

HempCo, LLC.
DBA. Alaska Cannabis Company
Standard Marijuana Cultivation License #12618

Purgatory Cannabis
License #27500

Seeds & Stems, LLC.
DBA. Alaska Cannabis Company
Marijuana Retail License #18929

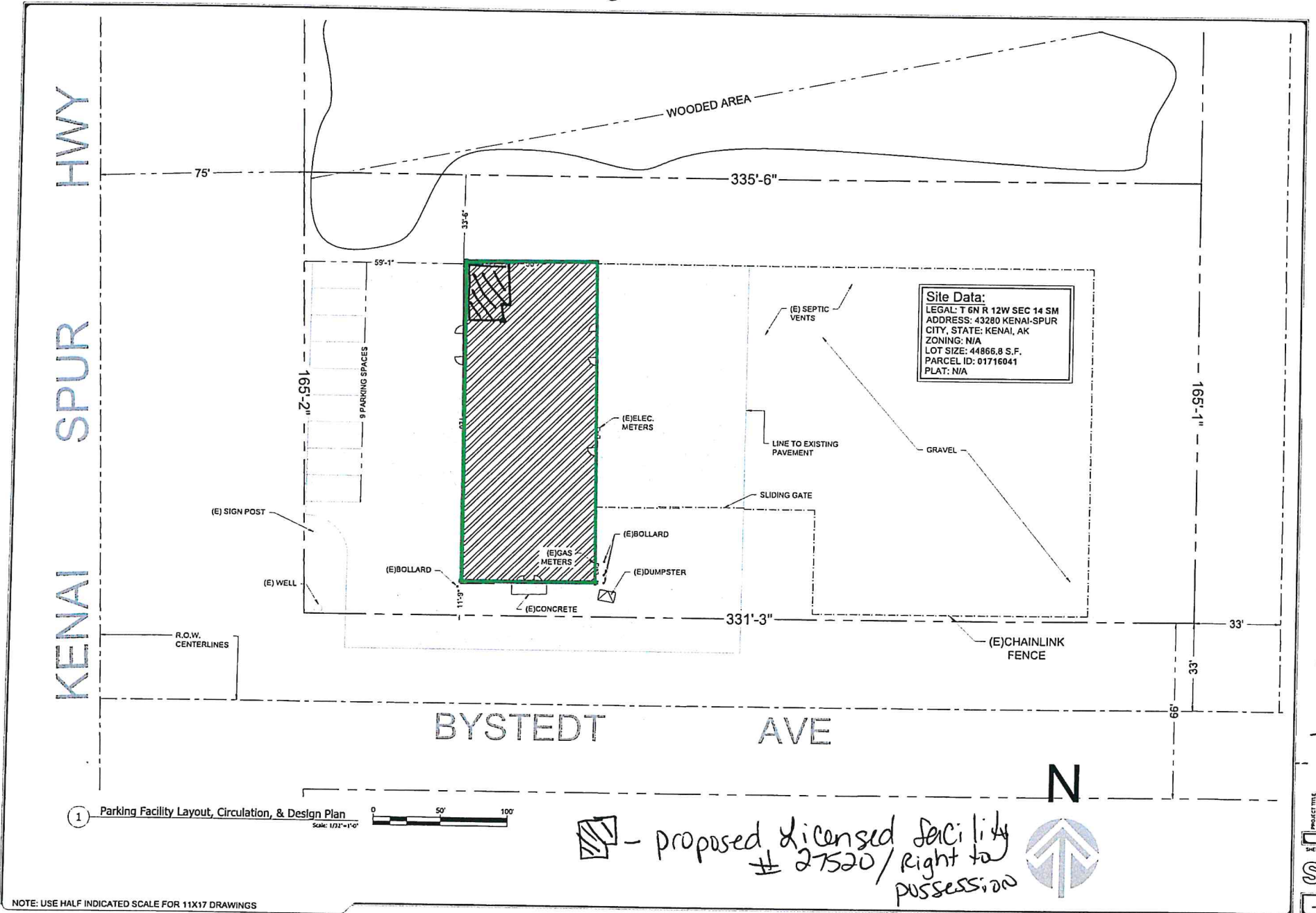


Purgatory Cannabis
License #27500
ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

Diagram 3

533

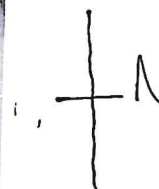
Received by AMCO 1.4.21





Purgatory Cannabis
 License # 27520
 Diagram 4

- - Facility Currently housing
 Licenses 12618 + 18929
- - proposed licensed premises





Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-05: Marijuana Product Manufacturing Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana product manufacturing facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 5** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.520(3).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Equipment, compounds, and processes to be used
- Waste disposal
- Testing procedure and protocols
- Proposed marijuana concentrates and marijuana products
- Proposed product packaging and sample labels
- Prohibitions

This form must be completed and submitted to AMCO's main office before any new or transfer application for a marijuana product manufacturing facility or marijuana concentrate manufacturing facility license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	MJ License #:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Highway, Unit F				
City:	Kenai	State:	Alaska	ZIP:	99635



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake, flow, and transfer of marijuana, marijuana concentrate, and marijuana product at and from your premises:

All marijuana and marijuana products (for use in production of concentrates) will be tracked in Metrc from its intake at the facility, to its use in a manufactured product or disposal, to its transfer to another licensed facility. All shipments of marijuana or marijuana product that arrive at the facility will be first inspected by a licensee or designated employee before being accepted and entered as inventory. The shipment contents will be weighed with scales in order to reconcile with the transport manifest, shipment labels and packaging labels to ensure consistency. Any shipments with discrepancies will be rejected. Shipments that pass initial inspection will be accepted into the facility, immediately entered into Metrc and added to the inventory log. At the end of each business day, a Purgatory Cannabis Licensee or a designated employee will reconcile each transfer to or from another licensed facility with Metrc and the inventory on hand to ensure consistency and to resolve discrepancies immediately. A random sample(s) of each concentrate manufactured at the facility will be sent to a licensed testing lab before being transferred to another licensed facility, the remainder of the production lot will be segregated from all other product until the testing results are received. Once passing testing results are received from the testing lab, marijuana products will be packaged and labeled in compliance with AMCO regulations. The packaged products will then be transported by a Purgatory Cannabis employee who holds a valid marijuana handler permit, or by a third party transport company with valid marijuana handler permits. All transfers will be entered into Metrc, which will generate a trip manifest that will be sent with each shipment as well as stored on site as a business record.

Section 3 – Equipment and Compounds to be Used

Review the requirements under 3 AAC 306.555.

3.1. Describe the equipment and solvents, gases, chemicals, and other compounds the marijuana product manufacturing facility will use to create marijuana concentrates:

Purgatory Cannabis may use the following equipment, gases, chemicals and other compounds:

Closed loop hydrocarbon extractor designed for various solvents (Butane, Ethanol, Propane, and Isopropyl Alcohol); recovery pump, solvent recovery tank, solvent scale, heated water circulator and chiller; vacuum pumps; extraction washing machine; homogenizers, certified scales; nano-emulsifier; closed loop rotary evaporator, vacuum ovens; freezer; centrifuge; grinder; chillers, short path distillation equipment, water bath, ultra-sonic cleaner.

The facility may also use non-solvent methods of extraction, such as kief sifting, Cold water/dry ice methods, and a heat-press for rosin.



Section 4 – Waste Disposal

Review the requirements under 3 AAC 306.740.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

- 4.1. The marijuana product manufacturing facility shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

- 4.2. Describe how you will store, manage, and dispose of any solid or liquid marijuana waste, including expired or outdated marijuana or marijuana product, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Purgatory Cannabis anticipates the following marijuana plant and product waste at the manufacturing facility; (1) contaminated or infected marijuana or marijuana products (2) marijuana or marijuana products (concentrates) deemed by the licensee or a manager as unfit for sale or consumption for any reason (3) marijuana product that fails lab testing (4) marijuana plant waste created during the extraction process (5) marijuana or marijuana product that becomes expired (6) other marijuana or marijuana product waste as determined by the MCB. Once marijuana or marijuana product is deemed as waste, it will be separated from all other marijuana and marijuana products and securely stored in locked bins on the licensed premises. At least three days prior to rendering the waste unusable, the waste will be recorded in Metrc and an email notification will be sent to AMCO Enforcement. All solid marijuana plant waste (plant matter waste from the extraction process such as plant matter that is pressed/squeezed to extract oil) and marijuana product waste will be ground and mixed with other solid compostable or non-compostable waste such as paper waste, plastic waste, cardboard waste, food waste, yard waste, vegetable grease or oil and soil until the mixture is no more than 50% marijuana waste. Liquid marijuana waste, such as concentrates, will be mixed with at least equal parts of non-marijuana waste and stored away from all other marijuana and marijuana products inside the facility in a locked waste container. The unusable waste will then be transferred to an outside waste storage container, which will transported to a landfill via a designated employee or a contracted local waste services truck. The logged information will be securely stored and will be made available, upon request, to AMCO at any time.



Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.520 and 3 AAC 306.550.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

5.1. I will ensure that any individual responsible for collecting random samples for required laboratory testing under 3 AAC 306.550 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.



Answer "Yes" or "No" to the following question:

Yes No

5.2. Will the marijuana product manufacturing facility be performing in-house testing (as defined under 3 AAC 306.990(b)(20)?

☐☒

If "Yes" to 5.2, you must be able to certify the statement below. Read the following and then sign your initials in the box: Initials

5.3. The area where in-house testing will occur is clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.



5.4. Describe the testing procedures and protocols the marijuana product manufacturing facility will follow:

A designated Purgatory Cannabis Licensee or designated employee will be responsible for collecting a random sample (s) from each production lot to be sent to a licensed testing facility. The Licensee or designated employee will sign a statement certifying that the sample was randomly selected. A copy of the signed statement will accompany the sample to the testing facility and another copy will be maintained on site as a business record. The sample will be transported to the testing facility by a Purgatory Cannabis employee who holds a valid marijuana handler permit or by a third party transport company who has valid marijuana handler permits. The remainder of the production lot will be quarantined in secure containers, separate from all other marijuana and marijuana products, until the testing results are received. During the quarantine period, all product will be securely stored on site and kept cool and dry to prevent contamination or loss of efficacy. Testing facility results will be stored on site as an official business record and will be made available to AMCO upon request.



Section 8 – Prohibitions

Review the requirements under 3 AAC 306.510.

8.1. I certify that the marijuana product manufacturing facility will not:

Initials

- a. sell, deliver, distribute, or transfer any marijuana, marijuana concentrate, or marijuana product directly to a consumer, with or without compensation;
- b. allow any person, including a licensee, employee, or agent, to consume marijuana, marijuana concentrate, or marijuana product on the licensed premises; or
- c. manufacture or sell any product that is an adulterated food or drink, closely resembles a familiar food or drink item including candy, or is packaged to look like candy, or in bright colors or with cartoon characters or other pictures or images that would appeal to children.

JA

JA

JA

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Toby Foster
Signature of licensee

Toby Foster

Printed name of licensee

Notary Public
SHAUNTEALA GRAHAM
State of Alaska
My Commission Expires April 10, 2022

Shaunteala Graham
Notary Public in and for the State of Alaska

My commission expires: April 10, 2022

Subscribed and sworn to before me this 21st day of December, 2020.



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.



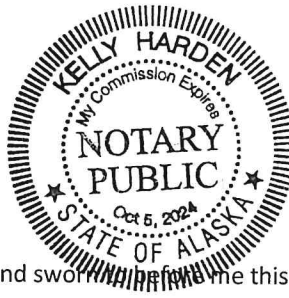
Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 10/26/2020End Date: 11/05/2020Other conspicuous location: Post Office Bulletin Board - 140 Bidarka Street, Kenai, AK 99611

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licenseeToby Foster
Printed name of licensee
Notary Public in and for the State of Alaska
My commission expires: 10/5/24Subscribed and sworn to before me this 13th day of November, 2020.



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.


Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	AK	ZIP:	99635

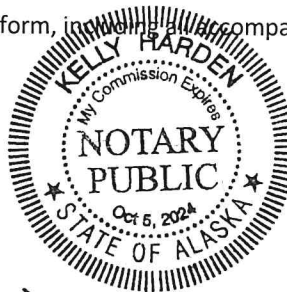
Section 2 – Certification


I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borough Date Submitted: 10/26/2020
Name/Title of LG Official 1: Johni Blankenship/Borough Clerk Name/Title of LG Official 2: _____
Community Council: N/A Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee
Toby Foster
Printed name of licensee




Notary Public in and for the State of Alaska
My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 20 20



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Toby Foster				
Title:	Manager, Member				
SSN:			Date of Birth:		



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications


I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

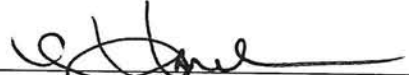
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Toby Foster

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 2022.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Robb Rood				
Title:	Member				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Robb Rood

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: FEB 14, 2021

Subscribed and sworn to before me this 11th day of NOVEMBER, 2020.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	John Cox				
Title:	Member				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications


I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

John Cox

Printed name of licensee




Notary Public in and for the State of Alaska
My commission expires: Nov. 5th, 2023

Subscribed and sworn to before me this 11 day of November, 2020.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Leaf & Larf, LLC	License Number:	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	State:	Alaska	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jenny Foster				
Title:	Member				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest


Section 3 – Certifications

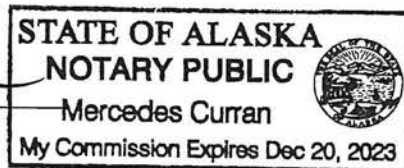
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee





Notary Public in and for the State of Alaska

Jenny Foster

Printed name of licensee

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of November, 2020.

Alcohol & Marijuana Control Office

Initiating License Application

10/26/2020 10:15:51 AM

License Number: 27520**License Status:** New**License Type:** Marijuana Concentrate Manufacturing Facility**Doing Business As:** Purgatory Cannabis**Business License Number:** 2115524**Designated Licensee:** Toby Foster**Email Address:** toby@alaskacannbis.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 60.604874, -151.331004**Physical Address:** 43280 Kenai Spur Hwy
Unit F
Nikiski, AK 99635
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10116171**Alaska Entity Name:** Leaf & Larf, LLC**Phone Number:** 907-690-0091**Email Address:** toby@alaskacannabis.com**Mailing Address:** PO Box 595
Kenai, AK 99611
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Jenny Foster**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-830-8666**Email Address:** Jenny@alaskacannabis.com**Mailing Address:** PO Box 595
Kenai, AK 99611
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Robb Rood**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-202-1872**Email Address:** rob@alaskacannabis.com**Mailing Address:** 2350 Cleo Ave
Anchorage, AK 99516
UNITED STATES**Entity Official #3****Type:** Individual**Name:** John Cox**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-947-3316**Email Address:** jd@alaskacannabis.com**Mailing Address:** 1840 Scenic Way
Anchorage, AK 99501
UNITED STATES**Entity Official #4****Type:** Individual**Name:** Toby Foster**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-690-0091**Email Address:** toby@alaskacannabis.com**Mailing Address:** PO Box 595
Kenai, AK 99611
UNITED STATES**Note:** No affiliates entered for this license.

PUBLISHER'S AFFIDAVIT

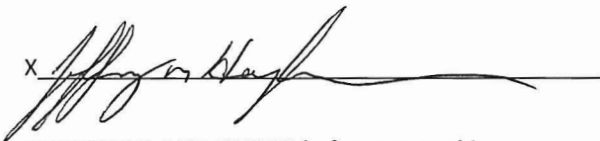
UNITED STATES OF AMERICA,
STATE OF ALASKA

} SS:

Jeff Hayden being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

Marijuana License
October 29, 2020
November 5, 2020
November 12, 2020

X 

SUBSCRIBED AND SWORN before me on this

11th day of Dec, 2020.



NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3-6-24.

Elizabeth A. McDonald
Notary Public, State of Alaska
Commission #200306009
My Commission Expires March 6, 2024

Marijuana License Notice

Leaf & Larf, LLC is applying under 3 AAC 306.500(a)(2) for a new Marijuana Concentrate Manufacturing Facility license, license #27520, doing business as Purgatory Cannabis, located at 43280 Kenai Spur Hwy, Unit F, Nikiski, AK, 99635, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

Pub: Oct 29, Nov 5 & 12, 2020

912382



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Bubble Melt		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Bubble Melt is sandy or gooey in consistency, with a free-form shape. Bubble Melt ranges in color from clear to yellow, brown and gold.
--	---

Ingredients:	
--------------	--

Standard Production Procedure and Detailed Manufacturing Process:	To create Bubble Melt cannabis concentrate, cannabis flower/trim is frozen and then agitated using an ice water bath extraction method and various screens to separate the desired components from plant matter. The final product, Bubble Melt, is collected and dried before being properly packaged and stored until testing and sale.
---	---


Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
---	--

Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

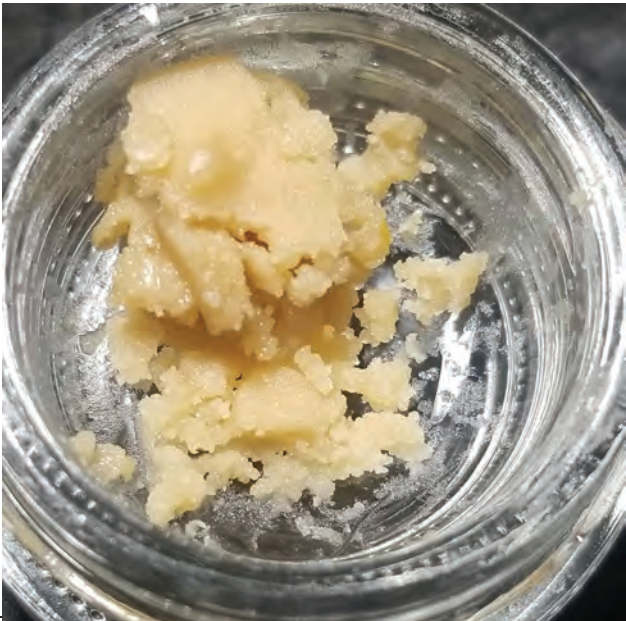
Product Name:	Bubble Melt
Product Type:	Marijuana Concentrate
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Bubble Melt, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable, child-resistant, mylar bags, an opaque cardboard box with a tamper-evident seal, or an opaque child resistant cardboard box. THC will range from 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>Produced By: Purgatory Cannabis License Number: 27520 Product Name: Bubble Melt Batch/Lot Number: Gross Weight: Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number:</p> </div> <div style="width: 48%; text-align: right;"> <p>SMOKABLE</p> <p>Strain:</p> <p>Net MJ Weight: OZ(g)</p> </div> </div> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Bubble Rosin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Bubble Rosin is sap-like or crumbly in consistency, with a free-form shape. Bubble Rosin ranges in color from translucent to opaque yellow, brown and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	To create Bubble Rosin cannabis concentrate, cannabis Bubble Melt (a proposed Purgatory Cannabis product) is extracted with only the use of heat and pressure from a powered press. Desired consistency is achieved through the controlled heating of product in a sealed container. The final product, Bubble Rosin, is then properly packaged and stored until testing and sale.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			

Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Bubble Rosin																																												
Product Type:	Marijuana Concentrate																																												
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Bubble Rosin, will be placed in plastic, silicone or glass containers, in amounts of not more than seven (7) grams and then packaged into resealable, child-resistant mylar bags, or an opaque cardboard box with a tamper-evident seal, or an opaque child resistant cardboard box. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to customer exiting the retail store. Another packaging option is to package product in a folded sheet of parchment/wax/PTFE paper and then place it into a child-resistant mylar bag.</p> 																																												
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table border="0"> <tr> <td colspan="2">Produced By: Purgatory Cannabis</td> <td colspan="2">SMOKABLE</td> </tr> <tr> <td colspan="2">License Number: 27520</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Product Name: Bubble Rosin</td> <td colspan="2">Strain:</td> </tr> <tr> <td>Batch/Lot Number:</td> <td>Gross Weight:</td> <td>Net MJ Weight:</td> <td><u>OZ(</u> g)</td> </tr> <tr> <td>Best By Date:</td> <td colspan="3">Packaging Date:</td> </tr> <tr> <td>Tested By:</td> <td colspan="3">License Number:</td> </tr> <tr> <td>Total THC:</td> <td>THCA:</td> <td>CBD:</td> <td>CBDA: CBN:</td> </tr> <tr> <td colspan="2">Microbial Test:</td> <td>Pesticides:</td> <td>Herbicides:</td> </tr> <tr> <td colspan="2">Fungicides:</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Residual Solvent Test:</td> <td colspan="2">Contaminants Test Result:</td> </tr> <tr> <td colspan="2">Retailer:</td> <td colspan="2">License Number:</td> </tr> </table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE		License Number: 27520				Product Name: Bubble Rosin		Strain:		Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)	Best By Date:	Packaging Date:			Tested By:	License Number:			Total THC:	THCA:	CBD:	CBDA: CBN:	Microbial Test:		Pesticides:	Herbicides:	Fungicides:				Residual Solvent Test:		Contaminants Test Result:		Retailer:		License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																											
License Number: 27520																																													
Product Name: Bubble Rosin		Strain:																																											
Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)																																										
Best By Date:	Packaging Date:																																												
Tested By:	License Number:																																												
Total THC:	THCA:	CBD:	CBDA: CBN:																																										
Microbial Test:		Pesticides:	Herbicides:																																										
Fungicides:																																													
Residual Solvent Test:		Contaminants Test Result:																																											
Retailer:		License Number:																																											



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Budder		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Budder has a smooth and creamy texture, with a free-form shape. Budder ranges in color from yellow to brown or gold.
--	--

Ingredients:	
---------------------	--

Standard Production Procedure and Detailed Manufacturing Process:	Budder, will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO2, and/or ethanol. The solution used in production is then purged with the use of a vacuum oven and/or roto-evaporator under the equipment manufacturers required procedures to remove residual solvents, (while ensuring solvent levels fall below the regulated ranges in 3 AAC 306.645) and to achieve the desired consistency. Actual solvent used will be clearly indicated on the final product label.
--	---


Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
--	--



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Budder
Product Type:	Marijuana Concentrate
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Budder will be placed in plastic, silicone or glass containers, in amounts of not more than seven (7) grams and then packaged into resealable, child-resistant, mylar bags, or an opaque cardboard box with a tamper-evident seal, or an opaque child resistant cardboard box. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in an opaque exit package by the retailer prior to the customer leaving the retail store.</p> 
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<p>Produced By: Purgatory Cannabis SMOKABLE License Number: 27520 Product Name: Budder Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: <u>OZ(</u> g) Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated* For Quality</p>



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.






Product Name:	Cannabis Oil Cartridge		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Cannabis oil-filled vape pen cartridge with oil color ranging from light gold to dark amber. Oil is viscous and sticky, with a free-form shape that fits to its container.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	This cannabis concentrate will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO ₂ , and/or ethanol. The process of winterization may be used to further purify the solution. The solution is purged with the use of a roto-evaporator or a vacuum oven to remove residual solvent from the product. The oil is then loaded into cartridges, properly packaged and stored until testing and sale.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cannabis Oil Cartridge																																	
Product Type:	Marijuana Concentrate																																	
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Cannabis Oil (Vape pen) cartridges will hold .3g .5g, or 1g of concentrate oil. Each cartridge will be packaged in either an opaque cardboard box, blister package, or a heat-sealed mylar bag. All final packaging will be child-resistant. THC will range between 25-99%. The actual THC content will be listed on the label per the testing results. Products in non-opaque packaging will be placed in an opaque exit package by the retailer prior to the customer leaving the retail store.</p>     																																	
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table border="0"><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td></td></tr><tr><td colspan="2">Product Name: Cannabis Oil Cartridge</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u>OZ(</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td></td></tr><tr><td>Tested By:</td><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD: CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td></td><td>Pesticides: Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td></td></tr><tr><td>Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE	License Number: 27520			Product Name: Cannabis Oil Cartridge		Strain:	Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)	Best By Date:	Packaging Date:		Tested By:	License Number:		Total THC:	THCA:	CBD: CBDA: CBN:	Microbial Test:		Pesticides: Herbicides:	Fungicides:			Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																
License Number: 27520																																		
Product Name: Cannabis Oil Cartridge		Strain:																																
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)																																
Best By Date:	Packaging Date:																																	
Tested By:	License Number:																																	
Total THC:	THCA:	CBD: CBDA: CBN:																																
Microbial Test:		Pesticides: Herbicides:																																
Fungicides:																																		
Residual Solvent Test:	Contaminants Test Result:																																	
Retailer:	License Number:																																	



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Concentrate-Enhanced Buds		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Concentrate-Enhanced Buds will have the appearance of a sand-covered cannabis bud, with a hard shell on the outside and a soft interior.
---	--

Ingredients:	
--------------	--

Standard Production Procedure and Detailed Manufacturing Process:	With between 0.5 gram and 5 gram of pieces of trimmed cannabis flower, dip or roll flower pieces in cannabis oil. Roll oily cannabis flower in kief and set on drying racks. When dry, weigh and package buds. The final product, Concentrate-Enhanced Buds, will be placed into proper storage until prepared for testing and shipment.
---	--


Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
---	--



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Concentrate-Enhanced Buds																																		
Product Type:	Marijuana Concentrate																																		
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Concentrate-Enhanced Buds will be packaged in glass, plastic or silicone jars and then placed in a heat-sealed mylar bag. All packaging will be child-resistant. All products with windowed mylar bags will be placed in an opaque exit bag before the customer exits the retail store.</p> <p>Concentrate-Enhanced Buds will weigh up to seven (7) grams per package. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results.</p> 																																		
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td>Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td>License Number: 27520</td><td></td></tr><tr><td>Product Name: Concentrate-Enhanced Buds</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Net MJ Weight: <u> </u> OZ(g)</td></tr><tr><td>Gross Weight:</td><td></td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td></tr><tr><td>Tested By:</td><td>License Number:</td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD:</td><td>CBDA:</td><td>CBN:</td></tr><tr><td>Microbial Test:</td><td>Fungicides:</td><td>Pesticides:</td><td>Herbicides:</td><td></td></tr><tr><td>Residual Solvent Test:</td><td>Contaminants Test Result:</td><td></td><td></td><td></td></tr><tr><td>Retailer:</td><td>License Number:</td><td></td><td></td><td></td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis	SMOKABLE	License Number: 27520		Product Name: Concentrate-Enhanced Buds	Strain:	Batch/Lot Number:	Net MJ Weight: <u> </u> OZ(g)	Gross Weight:		Best By Date:	Packaging Date:	Tested By:	License Number:	Total THC:	THCA:	CBD:	CBDA:	CBN:	Microbial Test:	Fungicides:	Pesticides:	Herbicides:		Residual Solvent Test:	Contaminants Test Result:				Retailer:	License Number:			
Produced By: Purgatory Cannabis	SMOKABLE																																		
License Number: 27520																																			
Product Name: Concentrate-Enhanced Buds	Strain:																																		
Batch/Lot Number:	Net MJ Weight: <u> </u> OZ(g)																																		
Gross Weight:																																			
Best By Date:	Packaging Date:																																		
Tested By:	License Number:																																		
Total THC:	THCA:	CBD:	CBDA:	CBN:																															
Microbial Test:	Fungicides:	Pesticides:	Herbicides:																																
Residual Solvent Test:	Contaminants Test Result:																																		
Retailer:	License Number:																																		



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Concentrate-Enhanced Joints		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Concentrate-Enhanced Joints will have the appearance and shape of a cannabis joint, but with 3/4 of the joint dipped in cannabis oil and coated with keif. The interior of the joint will be filled with cannabis flower or trim. The joint will be tan or brown in color.
--	--

Ingredients:	
---------------------	--

Standard Production Procedure and Detailed Manufacturing Process:	Use a pre-roll machine to produce cannabis joints by placing cannabis flower or trim in the machine. Dip 3/4 of pre-roll in cannabis oil. Roll dipped portion of pre-roll in keif, set on racks to dry. When dry, weigh and package joints. The final product, Concentrate-Enhanced Joints, will be placed into proper storage until prepared for testing and shipping.
--	---



Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
--	---



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Concentrate-Enhanced Joints																																	
Product Type:	Marijuana Concentrate																																	
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Concentrate-Enhanced Joints will be packaged in single units in either a small plastic pop-top tube labeled and sold as is, or, for larger quantities, placed in an opaque cardboard box, or glass tube inside a small mylar bag. All packaging will be child-resistant. All products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to customer exiting the retail store. Joints will weigh up to seven (7) grams each, but the predominant sizing will be 0.5g and 1g joints. The actual amount of total THC will be listed on the label per testing results. Pre-roll bulk sales will be sold in containers of 2-6 and 8-12 per package.</p> <div></div>																																	
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td></td></tr><tr><td colspan="2">Product Name: Concentrate-Enhanced Joints</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u> OZ </u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td></td></tr><tr><td>Tested By:</td><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD:</td></tr><tr><td>Microbial Test:</td><td>Pesticides:</td><td>Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td></td></tr><tr><td>Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE	License Number: 27520			Product Name: Concentrate-Enhanced Joints		Strain:	Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u> OZ </u> g)	Best By Date:	Packaging Date:		Tested By:	License Number:		Total THC:	THCA:	CBD:	Microbial Test:	Pesticides:	Herbicides:	Fungicides:			Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																
License Number: 27520																																		
Product Name: Concentrate-Enhanced Joints		Strain:																																
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u> OZ </u> g)																																
Best By Date:	Packaging Date:																																	
Tested By:	License Number:																																	
Total THC:	THCA:	CBD:																																
Microbial Test:	Pesticides:	Herbicides:																																
Fungicides:																																		
Residual Solvent Test:	Contaminants Test Result:																																	
Retailer:	License Number:																																	



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Crumble		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Crumble concentrate has a soft, brittle, crumbly texture, with a free-form shape. Crumble ranges in color from yellow, to brown and gold.
--	---

Ingredients:	
---------------------	--

Standard Production Procedure and Detailed Manufacturing Process:	Crumble cannabis concentrate will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO2, and/or ethanol. The solutions is purged with the use of a vacuum oven and/or roto-evaporator under specified conditions to remove residual solvents, (bringing solvent levels below the regulated ranges in 3 AAC 306.645) and achieve the desired consistency. The final product, Crumble, is then properly packaged and stored until testing and sale. Actual solvent level will be clearly indicated on the final product label.
--	--


Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	 
--	--



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Crumble																										
Product Type:	Marijuana Concentrate																										
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Crumble, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable mylar bags or opaque cardboard boxes with a tamper seal or child-resistant design. All final packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in a windowed mylar bag will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 																										
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td>Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td>License Number: 27520</td><td></td></tr><tr><td>Product Name: Crumble</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td></tr><tr><td>Tested By:</td><td>License Number:</td></tr><tr><td>Total THC:</td><td>THCA:</td></tr><tr><td>Microbial Test:</td><td>CBD:</td></tr><tr><td>Fungicides:</td><td>CBDA:</td></tr><tr><td>Residual Solvent Test:</td><td>CBN:</td></tr><tr><td>Retailer:</td><td>Pesticides:</td></tr><tr><td>License Number:</td><td>Herbicides:</td></tr><tr><td colspan="2">Contaminants Test Result:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis	SMOKABLE	License Number: 27520		Product Name: Crumble	Strain:	Batch/Lot Number:	Gross Weight:	Best By Date:	Packaging Date:	Tested By:	License Number:	Total THC:	THCA:	Microbial Test:	CBD:	Fungicides:	CBDA:	Residual Solvent Test:	CBN:	Retailer:	Pesticides:	License Number:	Herbicides:	Contaminants Test Result:	
Produced By: Purgatory Cannabis	SMOKABLE																										
License Number: 27520																											
Product Name: Crumble	Strain:																										
Batch/Lot Number:	Gross Weight:																										
Best By Date:	Packaging Date:																										
Tested By:	License Number:																										
Total THC:	THCA:																										
Microbial Test:	CBD:																										
Fungicides:	CBDA:																										
Residual Solvent Test:	CBN:																										
Retailer:	Pesticides:																										
License Number:	Herbicides:																										
Contaminants Test Result:																											



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Diamonds		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Diamonds has a coarse and granular texture, with the crystals varying in size. The crystals form diamond-like shapes. Diamonds ranges in color from clear to gold and yellow.
--	---

Ingredients:	
---------------------	--


Standard Production Procedure and Detailed Manufacturing Process:	Diamonds will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents (Ex. hydrocarbons, CO2, ethanol). The solutions is purged with the use of a vacuum oven and pressure vessels under specified pressures and temperatures to remove residual solvents, (bringing solvent levels below the regulated ranges in 3 AAC 306.645) and to achieve the desired consistency and appearance of a crystal-like product, Diamonds, is then properly packaged and stored until testing and sale. Actual solvent level will be clearly indicated on the final label.
--	---

Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
--	--



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.
Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Diamonds																																												
Product Type:	Marijuana Concentrate																																												
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Diamonds, in amounts of not more than seven (7) grams, will be placed into small plastic, glass or silicone containers and then packaged into resealable mylar bags or opaque cardboard boxes with a tamper seal or child-resistant design. All final packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 																																												
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td colspan="2">SMOKABLE</td></tr><tr><td colspan="4">License Number: 27520</td></tr><tr><td colspan="2">Product Name: Diamonds</td><td colspan="2">Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight:</td><td><u>OZ(</u> g)</td></tr><tr><td>Best By Date:</td><td colspan="3">Packaging Date:</td></tr><tr><td>Tested By:</td><td colspan="3">License Number:</td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD:</td><td>CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td colspan="2">Pesticides:</td><td>Herbicides:</td></tr><tr><td colspan="4">Fungicides:</td></tr><tr><td colspan="2">Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td colspan="2">Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE		License Number: 27520				Product Name: Diamonds		Strain:		Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)	Best By Date:	Packaging Date:			Tested By:	License Number:			Total THC:	THCA:	CBD:	CBDA: CBN:	Microbial Test:	Pesticides:		Herbicides:	Fungicides:				Residual Solvent Test:		Contaminants Test Result:		Retailer:		License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																											
License Number: 27520																																													
Product Name: Diamonds		Strain:																																											
Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)																																										
Best By Date:	Packaging Date:																																												
Tested By:	License Number:																																												
Total THC:	THCA:	CBD:	CBDA: CBN:																																										
Microbial Test:	Pesticides:		Herbicides:																																										
Fungicides:																																													
Residual Solvent Test:		Contaminants Test Result:																																											
Retailer:		License Number:																																											



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for **each** proposed marijuana concentrate or marijuana product.


Product Name:	Distillate Oil		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable/Wholesale		
Product Description: Details must include the color, shape, and texture.	Distillate Oil is viscous in texture, with a free-form shape that fits to its container. Distillate Oil ranges in color from clear to light yellow and dark amber. Distillate Oil will be used as a wholesale or in-house product.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	Distillate Oil cannabis concentrate will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as hydrocarbons, CO2 and/or ethanol. Actual solvent level will be clearly indicated on the final product label. The solution is purged with the use of a roto-evaporator or a vacuum oven under specified conditions to achieve the desired consistency. Further purification of crude extract will occur through distillation, resulting in Distillate Oil. The Distillate Oil is then properly packaged and stored until testing for use and sale.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			

Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Distillate Oil																																												
Product Type:	Marijuana Concentrate																																												
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Distillate Oil will be stored in clean and sanitized containers with sealed lids, up to five (5) pounds in each container. The total volume and weight of oil will vary with each batch. Each batch will be tested by an independent lab to determine the percentage of THC and other test parameters. Each container will be marked with the name of the product, Metro package number, date, test lab, lab license number, strain, and test results.</p> <p>Distillate Oil will be used inside our facility to produce Purgatory Cannabis products and vape cartridges or sold wholesale with the intent to be used in other facilities' products. It will not be directly sold to consumers.</p> 																																												
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table border="0"> <tr> <td colspan="2">Produced By: Purgatory Cannabis</td> <td colspan="2">SMOKABLE</td> </tr> <tr> <td colspan="2">License Number: 27520</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Product Name: Distillate Oil</td> <td colspan="2">Strain:</td> </tr> <tr> <td>Batch/Lot Number:</td> <td>Gross Weight:</td> <td>Net MJ Weight:</td> <td><u>OZ(</u> g)</td> </tr> <tr> <td>Best <u>By</u> Date:</td> <td>Packaging Date:</td> <td colspan="2"></td> </tr> <tr> <td>Tested By:</td> <td>License Number:</td> <td colspan="2"></td> </tr> <tr> <td>Total THC:</td> <td>THCA:</td> <td>CBD:</td> <td>CBDA:</td> </tr> <tr> <td>Microbial Test:</td> <td></td> <td>Pesticides:</td> <td>Herbicides:</td> </tr> <tr> <td>Fungicides:</td> <td></td> <td colspan="2"></td> </tr> <tr> <td>Residual Solvent Test:</td> <td colspan="3">Contaminants Test Result:</td> </tr> <tr> <td>Retailer:</td> <td colspan="3">License Number:</td> </tr> </table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE		License Number: 27520				Product Name: Distillate Oil		Strain:		Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)	Best <u>By</u> Date:	Packaging Date:			Tested By:	License Number:			Total THC:	THCA:	CBD:	CBDA:	Microbial Test:		Pesticides:	Herbicides:	Fungicides:				Residual Solvent Test:	Contaminants Test Result:			Retailer:	License Number:		
Produced By: Purgatory Cannabis		SMOKABLE																																											
License Number: 27520																																													
Product Name: Distillate Oil		Strain:																																											
Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)																																										
Best <u>By</u> Date:	Packaging Date:																																												
Tested By:	License Number:																																												
Total THC:	THCA:	CBD:	CBDA:																																										
Microbial Test:		Pesticides:	Herbicides:																																										
Fungicides:																																													
Residual Solvent Test:	Contaminants Test Result:																																												
Retailer:	License Number:																																												



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for **each** proposed marijuana concentrate or marijuana product.

Product Name:	Dry Sift Rosin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Dry Sift Rosin is sap-like or crumbly in texture, with a free-form shape. Dry Sift Rosin ranges in color from translucent to opaque yellow, brown, and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	To create Dry Sift Rosin cannabis concentrate, Dry Sift (a proposed Purgatory Cannabis product) is extracted with the use of only heat and pressure from a powered press. Desired consistency can be achieved through the controlled heating of product in a sealed container. The final product, Dry Sift Rosin, is then properly packaged and stored until testing and sale.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Dry Sift Rosin																												
Product Type:	Marijuana Concentrate																												
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Dry Sift Rosin, in amounts of not more than seven (7) grams, will be placed into small plastic, glass or silicone containers and then packaged into resealable mylar bags, an opaque cardboard box with a tamper seal, or an opaque cardboard box. All packaging will be child-resistant. THC will range from 25-99%. The actual amount of total THC will be listed on the label per testing results.</p> <p>Another packaging option is to place Dry Sift Rosin in a folded sheet of parchment, wax or PTFE paper and place in a child-resistant mylar bag. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer leaving the retail store.</p> 																												
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td>Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td>License Number: 27520</td><td></td></tr><tr><td>Product Name: Dry Sift Rosin</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td></tr><tr><td>Best By Date:</td><td>Net MJ Weight: <u>OZ(</u> g)</td></tr><tr><td>Tested By:</td><td>Packaging Date:</td></tr><tr><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td></tr><tr><td>CBD:</td><td>CBDA:</td></tr><tr><td>CBN:</td><td></td></tr><tr><td>Microbial Test:</td><td>Pesticides:</td></tr><tr><td>Fungicides:</td><td>Herbicides:</td></tr><tr><td>Residual Solvent Test:</td><td>Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td>License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis	SMOKABLE	License Number: 27520		Product Name: Dry Sift Rosin	Strain:	Batch/Lot Number:	Gross Weight:	Best By Date:	Net MJ Weight: <u>OZ(</u> g)	Tested By:	Packaging Date:	License Number:		Total THC:	THCA:	CBD:	CBDA:	CBN:		Microbial Test:	Pesticides:	Fungicides:	Herbicides:	Residual Solvent Test:	Contaminants Test Result:	Retailer:	License Number:
Produced By: Purgatory Cannabis	SMOKABLE																												
License Number: 27520																													
Product Name: Dry Sift Rosin	Strain:																												
Batch/Lot Number:	Gross Weight:																												
Best By Date:	Net MJ Weight: <u>OZ(</u> g)																												
Tested By:	Packaging Date:																												
License Number:																													
Total THC:	THCA:																												
CBD:	CBDA:																												
CBN:																													
Microbial Test:	Pesticides:																												
Fungicides:	Herbicides:																												
Residual Solvent Test:	Contaminants Test Result:																												
Retailer:	License Number:																												



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Dry Sift		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Dry Sift has a rough, sand-like consistency, with a free-form shape. Dry Sift ranges in color from whitish color to yellow, brown, and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	Dry Sift, just like Kief (a proposed Purgatory Cannabis Product), is a natural concentrate product that is shaken off of marijuana bud/flower. Marijuana buds and trim will be placed on a series of mesh screens. Once "shaken", "sift", "Kief" or "siftings" will be collected underneath the mesh screens in a tray or similar. The difference in the names "Dry Sift" or "Kief" is the consistency of the final product and for sales and marketing purposes.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Dry Sift																																	
Product Type:	Marijuana Concentrate																																	
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Dry Sift, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable mylar bags or opaque cardboard boxes with a tamper seal or child-resistant design. All final packaging will be child-resistant. THC will range from 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 																																	
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table border="0"><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td></td></tr><tr><td colspan="2">Product Name: Dry Sift</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u>OZ(</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td></td></tr><tr><td>Tested By:</td><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD: CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td>Pesticides:</td><td>Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td></td></tr><tr><td>Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE	License Number: 27520			Product Name: Dry Sift		Strain:	Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)	Best By Date:	Packaging Date:		Tested By:	License Number:		Total THC:	THCA:	CBD: CBDA: CBN:	Microbial Test:	Pesticides:	Herbicides:	Fungicides:			Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																
License Number: 27520																																		
Product Name: Dry Sift		Strain:																																
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)																																
Best By Date:	Packaging Date:																																	
Tested By:	License Number:																																	
Total THC:	THCA:	CBD: CBDA: CBN:																																
Microbial Test:	Pesticides:	Herbicides:																																
Fungicides:																																		
Residual Solvent Test:	Contaminants Test Result:																																	
Retailer:	License Number:																																	



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Flower Rosin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Flower Rosin is sap-like in texture or crumbly, with a free-form shape. Flower Rosin ranges in color from yellow to brown and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	To create Flower Rosin cannabis concentrate, cannabis flower/trim is extracted with only heat and pressure from a powered press. Desired consistency is achieved through the controlled heating of the product in a sealed container. The final product, Flower Rosin, is then properly packaged and stored until testing and sale.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Flower Rosin																																	
Product Type:	Marijuana Concentrate																																	
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Flower Rosin, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable mylar bags or opaque cardboard boxes with a tamper seal or child-resistant design. All final packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> <p>Another packaging option is to place product in a folded sheet of parchment/wax/PTFE paper and then place it into child-resistant packaging.</p> 																																	
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table border="0"><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td></td></tr><tr><td colspan="2">Product Name: Flower Rosin</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u>OZ(</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td></td></tr><tr><td>Tested By:</td><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD: CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td></td><td>Pesticides: Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td></td></tr><tr><td>Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE	License Number: 27520			Product Name: Flower Rosin		Strain:	Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)	Best By Date:	Packaging Date:		Tested By:	License Number:		Total THC:	THCA:	CBD: CBDA: CBN:	Microbial Test:		Pesticides: Herbicides:	Fungicides:			Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																
License Number: 27520																																		
Product Name: Flower Rosin		Strain:																																
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)																																
Best By Date:	Packaging Date:																																	
Tested By:	License Number:																																	
Total THC:	THCA:	CBD: CBDA: CBN:																																
Microbial Test:		Pesticides: Herbicides:																																
Fungicides:																																		
Residual Solvent Test:	Contaminants Test Result:																																	
Retailer:	License Number:																																	



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Honeycomb		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Honeycomb is chunky and crumbly, with a brittle texture. Honeycomb ranges in color from yellow to brown and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	Honeycomb will be created via extraction from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO2, and/or ethanol. The solution is purged with the use of a vacuum oven and/or roto-evaporator under specified conditions to remove all residual solvents, (bringing solvent levels below the regulated ranges in 3 AAC 306.645) and to achieve the desired consistency. The final product, Honeycomb, is then properly packaged and stored until testing and sale. Actual solvent level will be clearly indicated on the final product label.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Honeycomb																																												
Product Type:	Marijuana Concentrate																																												
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Honeycomb, in amounts of not more than seven (7) grams, will be placed into small plastic, glass or silicone containers and then packaged into a resealable mylar bag, an opaque cardboard box with a tamper seal, or an opaque cardboard box. All packaging will be child-resistant. THC will range from 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to customer exiting the retail store.</p> 																																												
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td colspan="2">SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td colspan="2"></td></tr><tr><td colspan="2">Product Name: Honeycomb</td><td colspan="2">Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight:</td><td><u>OZ()</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td colspan="2"></td></tr><tr><td>Tested By:</td><td>License Number:</td><td colspan="2"></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD:</td><td>CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td></td><td>Pesticides:</td><td>Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td colspan="2"></td></tr><tr><td>Residual Solvent Test:</td><td colspan="3">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="3">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE		License Number: 27520				Product Name: Honeycomb		Strain:		Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ()</u> g)	Best By Date:	Packaging Date:			Tested By:	License Number:			Total THC:	THCA:	CBD:	CBDA: CBN:	Microbial Test:		Pesticides:	Herbicides:	Fungicides:				Residual Solvent Test:	Contaminants Test Result:			Retailer:	License Number:		
Produced By: Purgatory Cannabis		SMOKABLE																																											
License Number: 27520																																													
Product Name: Honeycomb		Strain:																																											
Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ()</u> g)																																										
Best By Date:	Packaging Date:																																												
Tested By:	License Number:																																												
Total THC:	THCA:	CBD:	CBDA: CBN:																																										
Microbial Test:		Pesticides:	Herbicides:																																										
Fungicides:																																													
Residual Solvent Test:	Contaminants Test Result:																																												
Retailer:	License Number:																																												



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Kief		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Kief has a grainy, sand-like consistency, with a free-form shape. Kief ranges in color from a whitish color to yellow, brown, or gold.
--	--

Ingredients:	
---------------------	--

Standard Production Procedure and Detailed Manufacturing Process:	Kief, just like Dry Sift (a proposed Purgatory Cannabis Product), is a natural concentrate product that is shaken off of marijuana bud/flower. Marijuana buds and trim will be placed on a series of mesh screens. Once "shaken", "Kief" "sift" or "siftings" will be collected underneath the mesh screens in a tray or similar. The difference in names "Kief" or "Dry Sift" is the consistency of the final product and for sales and marketing purposes.
--	--


Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
--	--

Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Kief																																																
Product Type:	Marijuana Concentrate																																																
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Kief, in amounts of not more than seven (7) grams, will be placed into small plastic, glass or silicone containers and then packaged into resealable mylar bags or opaque cardboard boxes with a tamper seal or child-resistant design. All final packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 																																																
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table border="0"> <tr> <td colspan="2">Produced By: Purgatory Cannabis</td> <td colspan="2">SMOKABLE</td> </tr> <tr> <td colspan="2">License Number: 27520</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Product Name: Kief</td> <td colspan="2">Strain:</td> </tr> <tr> <td>Batch/Lot Number:</td> <td>Gross Weight:</td> <td>Net MJ Weight:</td> <td><u>OZ(</u> g)</td> </tr> <tr> <td>Best By Date:</td> <td>Packaging Date:</td> <td colspan="2"></td> </tr> <tr> <td>Tested By:</td> <td>License Number:</td> <td colspan="2"></td> </tr> <tr> <td>Total THC:</td> <td>THCA:</td> <td>CBD:</td> <td>CBDA:</td> </tr> <tr> <td></td> <td></td> <td>CBN:</td> <td></td> </tr> <tr> <td>Microbial Test:</td> <td></td> <td>Pesticides:</td> <td>Herbicides:</td> </tr> <tr> <td>Fungicides:</td> <td></td> <td colspan="2"></td> </tr> <tr> <td>Residual Solvent Test:</td> <td colspan="3">Contaminants Test Result:</td> </tr> <tr> <td>Retailer:</td> <td colspan="3">License Number:</td> </tr> </table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE		License Number: 27520				Product Name: Kief		Strain:		Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)	Best By Date:	Packaging Date:			Tested By:	License Number:			Total THC:	THCA:	CBD:	CBDA:			CBN:		Microbial Test:		Pesticides:	Herbicides:	Fungicides:				Residual Solvent Test:	Contaminants Test Result:			Retailer:	License Number:		
Produced By: Purgatory Cannabis		SMOKABLE																																															
License Number: 27520																																																	
Product Name: Kief		Strain:																																															
Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)																																														
Best By Date:	Packaging Date:																																																
Tested By:	License Number:																																																
Total THC:	THCA:	CBD:	CBDA:																																														
		CBN:																																															
Microbial Test:		Pesticides:	Herbicides:																																														
Fungicides:																																																	
Residual Solvent Test:	Contaminants Test Result:																																																
Retailer:	License Number:																																																



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Live Resin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Live Resin is gooey, shiny, creamy or smooth in consistency, with a free-form shape. Live Resin ranges in color from clear to yellow, brown, and gold. Crystalline structures often form in Live Resin giving it a chunkier consistency.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	Cannabis flower/trim is frozen immediately after harvest and processed at low temperatures to preserve the maximum amount of terpenes and natural cannabinoids. Cannabis concentrate is extracted using a closed-loop machine with the use of permitted solvents, such as hydrocarbons, CO2, and/or ethanol. The solution is purged with the use of a roto-evaporator and/or a vacuum oven, removing all residual solvents to below the regulated levels, in accordance with 3 AAC 306.645, achieving the desired consistency. The final product, Live Resin, is then properly packaged and stored until testing and sale. Actual solvent level will be clearly indicated on the final product label.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Live Resin																																	
Product Type:	Marijuana Concentrate																																	
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Live Resin, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable mylar bags or opaque cardboard boxes with a tamper seal or child-resistant design. All final packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to customer exiting retail store.</p> 																																	
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td></td></tr><tr><td colspan="2">Product Name: Live Resin</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u>OZ(</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td></td></tr><tr><td>Tested By:</td><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD: CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td></td><td>Pesticides: Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td></td></tr><tr><td>Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE	License Number: 27520			Product Name: Live Resin		Strain:	Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)	Best By Date:	Packaging Date:		Tested By:	License Number:		Total THC:	THCA:	CBD: CBDA: CBN:	Microbial Test:		Pesticides: Herbicides:	Fungicides:			Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																
License Number: 27520																																		
Product Name: Live Resin		Strain:																																
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ(</u> g)																																
Best By Date:	Packaging Date:																																	
Tested By:	License Number:																																	
Total THC:	THCA:	CBD: CBDA: CBN:																																
Microbial Test:		Pesticides: Herbicides:																																
Fungicides:																																		
Residual Solvent Test:	Contaminants Test Result:																																	
Retailer:	License Number:																																	



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.


Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Live Rosin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Live Rosin has a beach sand or gooey consistency, with a free-form shape. Live Rosin ranges in color from clear to yellow, brown, and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	To create Live Rosin cannabis concentrate, cannabis flower is frozen and then agitated using an icewater bath extraction method and utilizing various screens to separate the desired compounds from plant matter. The resulting product, Live Rosin, is collected and dried before packaging, storing, testing, and sale.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.
Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Live Rosin																										
Product Type:	Marijuana Concentrate																										
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Live Rosin, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable mylar bags or opaque cardboard boxes with a tamper seal or child-resistant design. All final packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> <p>Another packaging option is to place product in a folded sheet of parchment/wax/PTFE paper and then place it into child-resistant packaging.</p> 																										
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td>Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td>License Number: 27520</td><td></td></tr><tr><td>Product Name: Live Rosin</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td></tr><tr><td>Tested By:</td><td>License Number:</td></tr><tr><td>Total THC:</td><td>THCA:</td></tr><tr><td>CBD:</td><td>CBDA:</td></tr><tr><td>CBN:</td><td></td></tr><tr><td>Microbial Test:</td><td>Pesticides:</td></tr><tr><td>Fungicides:</td><td>Herbicides:</td></tr><tr><td>Residual Solvent Test:</td><td>Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td>License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis	SMOKABLE	License Number: 27520		Product Name: Live Rosin	Strain:	Batch/Lot Number:	Gross Weight:	Best By Date:	Packaging Date:	Tested By:	License Number:	Total THC:	THCA:	CBD:	CBDA:	CBN:		Microbial Test:	Pesticides:	Fungicides:	Herbicides:	Residual Solvent Test:	Contaminants Test Result:	Retailer:	License Number:
Produced By: Purgatory Cannabis	SMOKABLE																										
License Number: 27520																											
Product Name: Live Rosin	Strain:																										
Batch/Lot Number:	Gross Weight:																										
Best By Date:	Packaging Date:																										
Tested By:	License Number:																										
Total THC:	THCA:																										
CBD:	CBDA:																										
CBN:																											
Microbial Test:	Pesticides:																										
Fungicides:	Herbicides:																										
Residual Solvent Test:	Contaminants Test Result:																										
Retailer:	License Number:																										



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for **each** proposed marijuana concentrate or marijuana product.

Product Name:	Pull n' Snap		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Pull n' Snap is malleable in consistency, ranging in tackiness based on product temperature, with a free-form shape. Pull n' Snap ranges in color from clear to yellow, brown, and gold.
--	--

Ingredients:	
---------------------	--

Standard Production Procedure and Detailed Manufacturing Process:	This cannabis concentrate, Pull n' Snap, will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO ₂ , and/or ethanol. The solutions is purged with the use of a vacuum oven and/or a roto-evaporator under specified conditions to remove all residual solvents, (bringing solvent levels below the regulated ranges in 3 AAC 306.645) and to achieve the desired consistency. The final product, Pull n' Snap, is then properly packaged and stored until testing and sale. Actual Solvent level will be clearly indicated on the final product label.
--	---


Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
--	--



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Pull n' Snap																																	
Product Type:	Marijuana Concentrate																																	
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Pull n' Snap, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable mylar bags, opaque cardboard boxes with a tamper seal or child-resistant design. All packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> <p>Another packaging option is to place product in a folded sheet of parchment/wax/PTFE paper and then place it into child-resistant packaging.</p> 																																	
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td></td></tr><tr><td colspan="2">Product Name: Pull n' Snap</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u>OZ()</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td></td></tr><tr><td>Tested By:</td><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD: CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td>Pesticides:</td><td>Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td></td></tr><tr><td>Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE	License Number: 27520			Product Name: Pull n' Snap		Strain:	Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ()</u> g)	Best By Date:	Packaging Date:		Tested By:	License Number:		Total THC:	THCA:	CBD: CBDA: CBN:	Microbial Test:	Pesticides:	Herbicides:	Fungicides:			Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																
License Number: 27520																																		
Product Name: Pull n' Snap		Strain:																																
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>OZ()</u> g)																																
Best By Date:	Packaging Date:																																	
Tested By:	License Number:																																	
Total THC:	THCA:	CBD: CBDA: CBN:																																
Microbial Test:	Pesticides:	Herbicides:																																
Fungicides:																																		
Residual Solvent Test:	Contaminants Test Result:																																	
Retailer:	License Number:																																	



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Sauce		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Sauce has a sticky, liquid, soupy consistency with crystalline solids suspended in the liquid and a free-form shape. Sauce ranges in color from clear to yellow, brown, and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	This cannabis concentrate, Sauce, will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO2, and/or ethanol. The solutions is purged with the use of a vacuum oven and pressure vessels under specified pressures and temperatures to remove all residual solvents, (bringing solvent levels below the regulated ranges in 3 AAC 306.645) and to achieve the desired consistency. The final product, Sauce, is then properly packaged and stored until testing and sale. Actual solvent level will be clearly indicated on the final product label.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Sauce																																												
Product Type:	Marijuana Concentrate																																												
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Sauce, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into a resealable mylar bag, an opaque cardboard box with a tamper seal, or an opaque child resistant cardboard box. All packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> <p>Another packaging option is to place product in a folded sheet of parchment/wax/PTFE paper and then place it into child-resistant packaging.</p> 																																												
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td colspan="2">SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td colspan="2"></td></tr><tr><td colspan="2">Product Name: Sauce</td><td colspan="2">Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight:</td><td><u>OZ(</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td colspan="2"></td></tr><tr><td>Tested By:</td><td>License Number:</td><td colspan="2"></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD:</td><td>CBDA:</td></tr><tr><td>Microbial Test:</td><td></td><td>Pesticides:</td><td>Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td colspan="2"></td></tr><tr><td>Residual Solvent Test:</td><td colspan="3">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="3">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE		License Number: 27520				Product Name: Sauce		Strain:		Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)	Best By Date:	Packaging Date:			Tested By:	License Number:			Total THC:	THCA:	CBD:	CBDA:	Microbial Test:		Pesticides:	Herbicides:	Fungicides:				Residual Solvent Test:	Contaminants Test Result:			Retailer:	License Number:		
Produced By: Purgatory Cannabis		SMOKABLE																																											
License Number: 27520																																													
Product Name: Sauce		Strain:																																											
Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)																																										
Best By Date:	Packaging Date:																																												
Tested By:	License Number:																																												
Total THC:	THCA:	CBD:	CBDA:																																										
Microbial Test:		Pesticides:	Herbicides:																																										
Fungicides:																																													
Residual Solvent Test:	Contaminants Test Result:																																												
Retailer:	License Number:																																												



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.


Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Shatter		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Shatter is solid and stable, with a flat, glass-like texture. Shatter ranges in color from clear to yellow, brown, and gold.		
Ingredients:			
Standard Production Procedure and Detailed Manufacturing Process:	This cannabis concentrate, Shatter, will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO ₂ , and/or ethanol. The solutions is purged with the use of a vacuum oven and/or roto-evaporator under specified conditions to remove all residual solvents, (bringing solvent levels below the regulated ranges in 3 AAC 306.645) and to achieve the desired consistency. The final product, Shatter, is then properly packaged and stored until testing and sale. Actual solvent level will be clearly indicated on the final product label.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.
Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Shatter																																																						
Product Type:	Marijuana Concentrate																																																						
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Shatter, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into a resealable mylar bag, an opaque cardboard box with a tamper seal, or an opaque cardboard box. All packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> <p>Another packaging option is to place product in a folded sheet of parchment/wax/PTFE paper and then place it into child-resistant packaging.</p> 																																																						
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td colspan="2">SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td colspan="2"></td></tr><tr><td colspan="2">Product Name: Shatter</td><td colspan="2">Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight:</td><td><u>OZ(</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td colspan="2"></td></tr><tr><td>Tested By:</td><td>License Number:</td><td colspan="2"></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD:</td><td>CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td></td><td>Pesticides:</td><td>Herbicides:</td></tr><tr><td>Fungicides:</td><td></td><td colspan="2"></td></tr><tr><td>Residual Solvent Test:</td><td colspan="3">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="3">License Number:</td></tr><tr><td colspan="4">Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</td></tr><tr><td colspan="4">*Keep Refrigerated* For Quality</td></tr></table>			Produced By: Purgatory Cannabis		SMOKABLE		License Number: 27520				Product Name: Shatter		Strain:		Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)	Best By Date:	Packaging Date:			Tested By:	License Number:			Total THC:	THCA:	CBD:	CBDA: CBN:	Microbial Test:		Pesticides:	Herbicides:	Fungicides:				Residual Solvent Test:	Contaminants Test Result:			Retailer:	License Number:			Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.				*Keep Refrigerated* For Quality			
Produced By: Purgatory Cannabis		SMOKABLE																																																					
License Number: 27520																																																							
Product Name: Shatter		Strain:																																																					
Batch/Lot Number:	Gross Weight:	Net MJ Weight:	<u>OZ(</u> g)																																																				
Best By Date:	Packaging Date:																																																						
Tested By:	License Number:																																																						
Total THC:	THCA:	CBD:	CBDA: CBN:																																																				
Microbial Test:		Pesticides:	Herbicides:																																																				
Fungicides:																																																							
Residual Solvent Test:	Contaminants Test Result:																																																						
Retailer:	License Number:																																																						
Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.																																																							
Keep Refrigerated For Quality																																																							



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for **each** proposed marijuana concentrate or marijuana product.

Product Name:	Sugar Wax		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Sugar Wax is shiny, sticky, and crumbly, with a free-form shape. Sugar Wax ranges in color from clear to yellow, brown, and gold.
--	---

Ingredients:	
---------------------	--

Standard Production Procedure and Detailed Manufacturing Process:	This cannabis concentrate, Sugar Wax, will be extracted from flower or trim using a closed-loop machine with the use of permitted solvents, such as, hydrocarbons, CO ₂ , and/or ethanol. The solutions is purged with the use of a vacuum oven and/or roto-evaporator under specified conditions to remove all residual solvents, (bringing solvent levels below the regulated ranges in 3 AAC 306.645) and to achieve the desired consistency. The final product, Sugar Wax, is then properly packaged and stored until testing and sale. Actual solvent level will be clearly indicated on the final product label.
--	---


Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
--	--



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Sugar Wax																														
Product Type:	Marijuana Concentrate																														
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Sugar Wax, in amounts of not more than seven (7) grams, will be placed into small glass, plastic or silicone containers and then packaged into resealable mylar bags, an opaque cardboard box with a tamper seal, or an opaque cardboard box. All packaging will be child-resistant. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> <p>Another packaging option is to place product in a folded sheet of parchment/wax/PTFE paper and then place it into child-resistant packaging.</p> 																														
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<table><tr><td colspan="2">Produced By: Purgatory Cannabis</td><td>SMOKABLE</td></tr><tr><td colspan="2">License Number: 27520</td><td></td></tr><tr><td colspan="2">Product Name: Sugar Wax</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u>0Z(</u> g)</td></tr><tr><td>Best By Date:</td><td>Packaging Date:</td><td></td></tr><tr><td>Tested By:</td><td>License Number:</td><td></td></tr><tr><td>Total THC:</td><td>THCA:</td><td>CBD: CBDA: CBN:</td></tr><tr><td>Microbial Test:</td><td>Fungicides:</td><td>Pesticides: Herbicides:</td></tr><tr><td>Residual Solvent Test:</td><td colspan="2">Contaminants Test Result:</td></tr><tr><td>Retailer:</td><td colspan="2">License Number:</td></tr></table> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> <p>*Keep Refrigerated* For Quality</p>	Produced By: Purgatory Cannabis		SMOKABLE	License Number: 27520			Product Name: Sugar Wax		Strain:	Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>0Z(</u> g)	Best By Date:	Packaging Date:		Tested By:	License Number:		Total THC:	THCA:	CBD: CBDA: CBN:	Microbial Test:	Fungicides:	Pesticides: Herbicides:	Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																													
License Number: 27520																															
Product Name: Sugar Wax		Strain:																													
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u>0Z(</u> g)																													
Best By Date:	Packaging Date:																														
Tested By:	License Number:																														
Total THC:	THCA:	CBD: CBDA: CBN:																													
Microbial Test:	Fungicides:	Pesticides: Herbicides:																													
Residual Solvent Test:	Contaminants Test Result:																														
Retailer:	License Number:																														



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.
Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Tincture		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Wholesale		

Product Description: Details must include the color, shape, and texture.	Tincture is a watery-consistency liquid that varies in color, from clear to a golden amber. Tincture will be used as a wholesale product.
--	---

Ingredients:	
--------------	--


Standard Production Procedure and Detailed Manufacturing Process:	Tincture will be made via one of two processes (depending on available materials), either with raw plant material or cannabis concentrate. If using raw plant material, the plant material will be heated in ethanol to extract active compounds. The plant matter is then strained out of the mixture, resulting in Tincture. If it's made using concentrate, an approved cannabis concentrate is heated in ethanol in prescribed amounts to reach desired potency. The resulting Tincture is then cooled and will be properly labeled and stored until testing is completed. Tincture will be packaged for wholesale sales to licensed manufacturing facilities.
---	--

Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
---	--



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.
Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Tincture
Product Type:	Marijuana Concentrate
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Tincture will be stored in clean and sanitized containers with sealed lids, up to five (5) pounds in each container. The total volume and weight of concentrate will vary between 25-99% THC with each batch. Each batch will be tested by an independent lab to determine the percentage of THC and other test parameters. Each container will be marked with the name of the product, Metrc package number, date, test lab, lab license number, strain, THC percentage and test results. Tincture will be sold wholesale with the intent to be used in other manufacturing facilities' products.</p> <div></div>
Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<div><div>Produced By: Purgatory Cannabis</div><div>License Number: 27520</div><div>Product Name: Tincture</div><div>Batch/Lot Number: Gross Weight: Net MJ Weight: <u> OZ(g)</u></div><div>Best By Date: Packaging Date:</div><div>Tested By: License Number:</div><div>Total THC: THCA: CBD: CBDA: CBN:</div><div>Microbial Test: Pesticides: Herbicides:</div><div>Fungicides:</div><div>Residual Solvent Test: Contaminants Test Result:</div><div>Retailer: License Number:</div><div>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, <u>coordination</u> and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</div><div>*Keep Refrigerated* For Quality</div></div>

REAL ESTATE SUBLEASE

This Sublease Agreement (this "Sublease") is dated November 24, 2020 by and between Hempco, LLC ("Sublessor"), and Leaf & Larf, LLC DBA Purgatory Cannabis ("Subtenant"). The parties agree as follows:

PREMISES. Sublessor in consideration of the lease payments provided in this Sublease, leases to Purgatory Cannabis (the "Premises") located at 43280 Kenai Spur Hwy, Unit F, Nikiski, AK 99635.

TERM. The sublease term will begin November, 24, 2020 and will terminate on March 31, 2022 with one (1) option to renew term of five (5) years.

LEASE PAYMENTS. Subtenant shall pay to Sublessor monthly installments of \$500.00 payable on the first day of each month.

POSSESSION. Subtenant shall be entitled to possession on the first day of the term of this Sublease and shall yield possession to Sublessor on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Subtenant may use the Premises for the commercial manufacturing of marijuana concentrates. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld. Subtenant shall notify Sublessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Subtenant shall pay a late fee of \$250.00.

UTILITIES: Utilities are to be paid by the Subtenant.

HOLDOVER. If Subtenant maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Subtenant shall pay to Sublessor lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Subtenant shall be charged \$100.00 for each check that is returned to Sublessor for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Subtenant shall have the obligation to conduct any construction or remodeling (at Subtenant's expense) that may be required to use the Premises as specified above. Subtenant may also construct such fixtures on the Premises (at

Received by AIMCO 6/17/2021

Subtenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Sublessor which shall not be unreasonably withheld. Subtenant shall not install awnings or advertisements on any part of the Premises without Sublessors prior written consent. At the end of the lease term, Subtenant shall be entitled to remove (or at the request of Sublessor shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Sublease.

ACCESS BY SUBLESSOR TO PREMISES. Subject to Subtenant's consent (which shall not be unreasonably withheld), Sublessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Sublessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sublessor may enter the Premises without Subtenant's consent. During the last three months of this Sublease, or any extension of this Sublease, Sublessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Subtenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Subtenant agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection with Subtenant's possession, use or misuse of the Premises, except Sublessors act or negligence.

COMPLIANCE WITH REGULATIONS. Subtenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Subtenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Subtenant nor anyone claiming through the Subtenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Subtenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Subtenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

DEFAULT. In the event of a default, Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

Received by AMCO 6/1/2021

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUBLESSOR:

Hempco, LLC
1540 North Shoreline Drive
Wasilla, AK 99654

SUBTENANT:

Leaf & Larf, LLC
43280 Kenai Spur Hwy
Nikiski, AK 99635

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

BINDING EFFECT. The provisions of this Sublease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

SUBLESSOR:

Hempco, LLC

BY:



Managing Member, Jenny Foster

SUBTENANT:

Leaf & Larf, LLC

BY:



Toby Foster, Managing Member

I, Mike Navarre, President of Zan, INC. hereby agree to allow Hempco, LLC to sublease a portion (Suite F) of 73280 Kenai Spur Hwy, Nikiski, AK 99635, to Leaf & Larf, LLC for the purposes referred to in this sublease agreement.

Dated this 24th day of November, 2020.



Mike Navarre, President of Zan, INC.

COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Hempco, LLC 1540 North Shoreline Dr. Wasilla, AK 99654, hereinafter referred to as LESSEE, the sum of \$ _____ dollars, evidenced by check # _____, as a deposit which shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from 4-1-17 to 4-30-17	\$6,540.00	\$ _____	\$6,540.00
Security deposit (not applicable toward last month's rent) ...	\$6,525.00	\$ _____	\$6,525.00
Last Month's Rent	\$8,715.00	\$ _____	\$8,715.00
TOTAL	\$21,770.00	\$ _____	\$21,770.00

In the event this Lease is not accepted by the Lessor within 7 days, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the Kenai Peninsula Borough, state of Alaska, described as 43280 Kenai Spur Hwy, upon the following terms and conditions:

1. **TERM:** The term will commence on 3-1-17 and end on 3-31-22 with two (2) three (3) year extensions with a three (3)% increase each extension period. Lessee to take occupancy for two (2) middle units (B&C) on 3-1-17. Lessee to take occupancy of South unit D on 3-15-17. Lessee to take occupancy of North unit A on 9/1/17. Lessee must provide Lessor with a written (Ninety) 90 day notice prior to vacating the premises at the end of current lease. Any renewals to be negotiated within the ninety (90) day notification period.
2. **RENT:** The total rent will be \$6,540.00 per month (sales tax included) beginning 4-1-17, then beginning 9-1-17 total rent to increase to \$8,715.00 and is payable as follows: Due on the first of each month.
All rents will be paid to Lessor (ZAN, Inc.) or his/her authorized agent, at the following address: PO Box 2009 Kenai, AK 99611 or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within 7 days after due date, Lessee agrees to pay a late charge of \$100.00 plus interest at 18% per annum on the delinquent amount. Lessee further agrees to pay \$100 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.
3. **USE:** The premises are to be used for Lawful Marijuana Cultivation, Lawful Marijuana Product Manufacturing, Lawful Marijuana Concentrate Manufacturing & Lawful Marijuana Retail and other business activities attendant to Lessee's business, and for no other purpose, without prior written consent of Lessor, Lessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
4. **USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance or property taxes upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.
6. **ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all borough and state authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or borough abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.
7. **SMOKING ON PREMISES:** No smoking is allowed inside of the building. Lessee could be liable for up to \$10,000.00 for the cost of replacing the paint, carpet and window coverings if caught smoking in the building.
8. **MAINTENANCE, REPAIRS, ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition. The premises will be surrendered, at termination of the Lease in as good condition as received, except for normal wear and tear.
Lessor will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways (other than snow removal), lawns, and shrubbery as well as plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment, except those installed by Lessee. Lessee to maintain the water system.
No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens.
9. **ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within ninety (90) days prior to the expiration of this Lease, to place upon premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
10. **INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.
11. **POSSESSION:** Lessor to deliver possession of the premises within ninety (90) days or sooner as the renovations and Lessors move out date allows. Lessor will complete renovations and vacate premises as soon as possible.
12. **LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain public liability, and property damage insurance insuring Lessee and Lessor with minimum liability limits as follows: \$1,000,000.00 CSL.
Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.
13. **LESSOR'S INSURANCE:** Lessor will maintain property insurance covering the building and improvements owned by the Lessor throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.
14. **UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises including snow removal.
15. **SIGNS:** Lessor must approve all signage. Lessee will not place, maintain, or permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonable withheld.
16. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.
Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

17. **CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her trade fixtures or moving expenses.
18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.
19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within (60) sixty days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party with the sixty (60) day period.
20. **HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property, Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.
21. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.
22. **DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his/her option, terminate the Lease and recover from Lessee an amount equal to: (a) the amount of unpaid rent at the time of termination; (b) the unpaid rent after termination and until the time of the award less any amount of such rent that the Lessee proves could have been reasonably avoided; (c) the unpaid rent for the balance of the term after the time of award less any amount of such rent that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. These provisions will not limit any other rights or remedies which Lessor may have.
23. **SECURITY:** The security deposit will secure the performance of the Lessee's obligations, Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.
24. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor. Floors in office area and upstairs apartment to be polished and waxed by a professional cleaning service upon vacating premises.
25. **ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.
26. **WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.
27. **NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five days after mailing, or on personal deliver, or when receipt is acknowledged in writing.
28. **TIME:** Time is of the essence of this Lease.
29. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.
30. **AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act. The one bathroom at the main level office area to meet ADA requirements.
31. **LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.
32. **ESTOPPEL CERTIFICATE:**
(a) On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.
(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (2) that there are no uncured defaults in Lessor's performance; and (3) that not more than one month's rent has been paid in advance.
(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender to buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender to buyer. All financial statements will be received by the Lessor or the lender to buyer in confidence and will be used only for the purposes set forth.

33. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee *[Signature]* Date 02/16/2017 Lessee *Jenny Foster* Date 02/16/2017
Hempco, LLC Hempco, LLC

Receipt for deposit acknowledged by: *[Signature]* Date 2/17/2017

ACCEPTANCE

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above.

Lessor *S. Mike Savane* Date 2/17/2017 Lessor _____ Date _____
PRES. ZAN, INC.

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee *[Signature]* Date 2/17/2017 Lessee _____ Date _____
Hempco, LLC Hempco, LLC

3RD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into between Zan, Incorporated (Lessor) and Hempco, LLC (Lessee) effective as of the 28th day of May, 2021 under that certain Lease between Lessor and Lessee, originally dated February 17, 2017, related to the property commonly known as 43280 Kenai Spur Hwy, Kenai, Alaska 99635

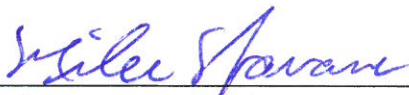
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LESSOR AND LESSEE, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

- 1. Unit Assignment:** The entire building is comprised of Units A-D, and Lessee has occupancy of the entire building under the Lease dated February 17, 2017. Lessor has authorized Lessee to sublease part of the Premises and has authorized Lessee to assign additional units for separating business occupancies within the Premises. Therefore, Lessee is authorized to assign additional units designated as E & F within the existing leased Premises (suites A through D) and sublease units E & F to a sublessee.
- 2. Default:** Sub-Lessor shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the licensed premises if Sub-Lessee cannot be reached, abandons the property, or similar event.

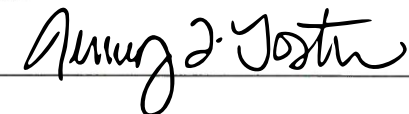
Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

Lessor:
Zan, Inc.

By: 
Mike Navarre, President

Lessee:
Hempco, LLC

By: 

Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database](#)

[Download](#) / [Corporations](#) / [Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Leaf & Larf, LLC

Entity Type: Limited Liability Company

Entity #: 10116171

Status: Good Standing

AK Formed Date: 10/23/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: PO BOX 595 , KENAI, AK 99611

Entity Physical Address: 43280 KENAI SPUR HWY. , 99635, AK 99635

Registered Agent

Agent Name: Toby Foster

Registered Mailing Address: PO BOX 595, KENAI, AK 99611

Registered Physical Address: 43280 KENAI SPUR HWY., NIKISKI, AK 99635

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Jenny Foster	Member	33.00
	JOHN COX	Member	23.00
	ROBB ROOD	Member	10.00
	Toby Foster	Manager, Member	34.00

Filed Documents

Date Filed	Type	Filing	Certificate
10/23/2019	Creation Filing	Click to View	Click to View
10/23/2019	Initial Report	Click to View	
3/16/2020	Change of Officials	Click to View	
10/20/2020	Biennial Report	Click to View	

COPYRIGHT © STATE OF ALASKA · DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT ·

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Leaf & Larf, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 23, 2019**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson
Commissioner



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10116171
Date Filed: 10/23/2019
State of Alaska, DCCED

FOR DIVISION USE ONLY

Web-10/23/2019 12:53:38 PM

Articles of Organization

Domestic Limited Liability Company

1 - Entity Name

Legal Name: Leaf & Larf, LLC

2 - Purpose

Any lawful purpose.

3 - NAICS Code

453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

4 - Registered Agent

Name: Toby Foster

Mailing Address: PO Box 595, Kenai, AK 99611

Physical Address: 43280 Kenai Spur Hwy., Nikiski, AK 99635

5 - Entity Addresses

Mailing Address: PO Box 595 , Kenai, AK 99611

Physical Address: 43280 Kenai Spur Hwy., 99635, AK 99635

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Toby Foster			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Toby Foster



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10116171
Date Filed: 10/20/2020
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2021 Biennial Report

For the period ending December 31, 2020

Web-10/20/2020 1:04:50 PM

Due Date: This report along with its fees are due by January 2, 2021

Fees: If postmarked before February 2, 2021, the fee is \$100.00.

If postmarked on or after February 2, 2021 then this report is delinquent and the fee is \$137.50.

Entity Name: Leaf & Larf, LLC

Entity Number: 10116171

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 43280 KENAI SPUR HWY. , 99635, AK
99635

Mailing Address: PO BOX 595 , KENAI, AK 99611

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Toby Foster

Physical Address: 43280 KENAI SPUR HWY., NIKISKI, AK
99635

Mailing Address: PO BOX 595, KENAI, AK 99611

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Toby Foster	PO BOX 595, KENAI, AK 99611	34.00	X	X
Jenny Foster	PO BOX 595, KENAI, AK 99611	33.00		X
JOHN COX	PO BOX 595, KENAI, AK 99611	23.00		X
ROBB ROOD	PO BOX 595, KENAI, AK 99611	10.00		X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: Any lawful purpose.

NAICS Code: 339999 - ALL OTHER MISCELLANEOUS MANUFACTURING

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Toby Foster

OPERATING AGREEMENT OF LEAF & LARF, LLC

THIS AGREEMENT is among LEAF & LARF, LLC an Alaska limited liability company (the "Company"), Toby Foster, Jenny Foster, John Cox and Robb Rood (the "Initial Member").

RECITALS

The Company is a limited liability company formed under the Alaska Limited Liability Company Act. The other parties to this Agreement are the Company's initial Members. The parties intend by this Agreement to define their rights and obligations with respect to the Company's governance and financial affairs and to adopt regulations and procedures for the conduct of the Company's activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1. DEFINITIONS

1.01. Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.02. Defined Terms

- . (a) "Act" means the Alaska Limited Liability Company Act.
- . (b) "Affiliate," with respect to a Person, means (1) a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Person, (2) a Person who owns or controls at least ten percent of the outstanding voting interests of the Person, (3) a Person who is an officer, director, manager or general partner of the Person, or (4) a Person who is an officer, director, manager, general partner, trustee or owns at least ten percent of the outstanding voting interests of a Person described in clauses (1) through (3) of this sentence.

OPERATING AGREEMENT OF LEAF & LARF, LLC

(c) **"Agreement"** means this agreement, including any amendments.

(d) **"Articles"** means the Articles of Organization filed with the Division of Banking, Securities and Corporations to organize the Company as a limited liability company, including any amendments.

(e) **"Available Funds"** means the Company's gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company's indebtedness; (2) expenditures incurred incident to the usual conduct of the Company's business; and (3) amounts reserved to meet the reasonable needs of the Company's business.

(f) **"Bankruptcy"** means the filing of a petition seeking liquidation, reorganization, arrangement, readjustment, protection, relief or composition in any state or federal bankruptcy, insolvency, reorganization or receivership proceeding.

(g) **"Capital Account"** of a Member means the capital account maintained for the Member in accordance with Article 4.04.

(h) **"Capital Investment"** of a Member means an amount equal to the excess of the cumulative value of the Member's Contributions of cash and property over the cumulative value of the Member's Distributions of cash and property. For purposes of this definition, (1) Distributions out of Available Funds are not taken into account and (2) the value of any Contribution or Distribution of property in kind is as recorded on the Company's books at the time of the Contribution or Distribution.

(i) **"Code"** means the Internal Revenue Code of 1986, as amended.

(j) **"Company"** means LEAF & LARF, LLC and any successor limited liability company.

(k) **"Competing Activity"** means an activity that competes with

OPERATING AGREEMENT OF LEAF & LARF, LLC

or is benefitted by the Company's present or prospective activities. A passive investment in an Entity engaged in a Competing Activity is itself a Competing Activity only if the investor and the Entity and Affiliates.

(l) **"Contribution"** means anything of value that a Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(m) **"Dissociation"** means a complete termination of a Member's membership in the Company in consequence of an event described in Article 3.06.

(n) **"Distribution"** means the Company's direct or indirect transfer of money or other property with respect to a Membership Interest.

(o) **"Effective Date,"** with respect to this Agreement, means the date on which the Company's existence as a limited liability company begins, as prescribed by the Act.

(p) **"Entity"** means an association, relationship or artificial person through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a partnership, trust, limited liability company, corporation, joint venture, cooperative or association.

(q) **"Member"** means an initial Member and any Person who subsequently is admitted as an additional or substitute Member after the Effective Date, in accordance with Article 3.01.

(r) **"Membership Interest"** means a Member's percentage interest in the Company, consisting of the Member's right to share in the Company's Profit, receive Distributions, participate in the Company's governance, approve the Company's acts and receive information pertaining to the Company's affairs. The Membership Interests of the initial Members are set forth in Article 3.01. Changes in Membership Interests after the Effective

OPERATING AGREEMENT OF LEAF & LARF, LLC

Date, including those necessitated by the admission and Dissociation of Members, will be reflected in the Company's records. The allocation of Membership Interests reflected in the Company's records from time to time is presumed to be correct for all purposes of this Agreement and the Act.

(s) "**Minimum Gain**" means minimum gain as defined in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

(t) "**Person**" means a natural person or an Entity.

(u) "**Profit**," as to a positive amount, and "**Loss**," as to a negative amount,

mean, for a Taxable Year, the Company's income or loss for the Taxable Year, as determined in accordance with accounting principles appropriate to the Company's method of accounting and consistently applied.

(v) "**Regulations**" means proposed, temporary or final regulations promulgated under the Code by the Department of the Treasury, as amended.

(w) "**Taxable Year**" means the Company's taxable year as determined in accordance with Article 5.02(b).

(x) "**Transfer**," as a noun, means a transaction or event by which ownership of a Membership Interest is changed or encumbered, including, without limitation, a sale, exchange, abandonment, gift, pledge or foreclosure. "Transfer," as a verb, means to effect a Transfer.

(y) "**Transferee**" means a Person who acquires a Membership Interest by Transfer from a Member or another Transferee and is not admitted as a Member in accordance with Article 3.01.

OPERATING AGREEMENT OF LEAF & LARF, LLC

ARTICLE 2. THE COMPANY

2.01. Status. The Company is an Alaska limited liability company organized under the Act.

2.02. Name. The Company's name LEAF & LARF, LLC.

2.03. Term. The Company's existence commenced on October 23, 2019. and will continue until terminated under this Agreement.

2.04. Purposes. The Company's purposes are (a) to engage in the legal cannabis trade; and (b) to engage in any other lawful activity for which a limited liability company may be organized under the Act. The Company may take any action incidental and conducive to the furtherance of those purposes.

2.05. Principal Office. The Company's principal office is located at 43280 Kenai Spur Hwy. Kenai, Alaska 99635

2.06 Mailing Address. The Company's mailing address is: P.O. Box 595 Kenai, Alaska 99611

2.07. Registered Agent and Registered Office. The Company's registered office in Alaska is located at 43280 Kenai Spur Hwy. Kenai, Alaska 99611, and its registered agent at that location is Toby Lynn Foster. The Company may change its registered agent or registered office at any time in accordance with the Act and with a super majority vote of 66% of the members.

OPERATING AGREEMENT OF LEAF & LARF, LLC

ARTICLE 3. MEMBERS

3.01. Identification.

(a) **Members.** The names, addresses, Title and Membership Interests of the Members are as follows:

Toby Foster	34%
P.O. Box 595	
Kenai, Alaska 99611	
Member	

Jenny Foster	33%
P.O. Box 595	
Kenai, AK 99611	
Member	

John Cox	23%
<i>2962 Brittney Place</i>	
Anchorage, AK 99504	
Member	

Robb Rood	10%
<i>2350 Cleo</i>	
<i>Anchorage, AK 99516</i>	
Member	

OPERATING AGREEMENT OF LEAF & LARF, LLC

(b) Additional and Substitute Members. The Company may admit additional or substitute Members only with the approval of Members whose aggregate Membership Interest exceeds 66 percent. A Member may withhold approval of the admission of any Person for any or no reason.

(c) Rights of Additional or Substitute Members. A Person admitted as an additional or substitute Member has all the rights and powers and is subject to all the restrictions and obligations of a Member under this Agreement and the Act.

3.02. Changes and Verification of Membership Interests.

(a) Changes in Membership Interests.

The Members' Membership Interests may be changed only with the approval of all Members.

(b) Verification of Membership Interests. Within 10 days after receipt of a Member's written request, the Company will provide the Member with a statement of the Member's Membership Interest. The statement will serve the sole purpose of verifying the Member's Membership Interest, as reflected in the Company's records, and will not constitute for any purpose a certificated security, negotiable instrument or other vehicle by which a Transfer of a Membership Interest may be affected.

3.03. Manner of Acting.

(a) Meetings.

(i) Right to Call. Any Member or combination of Members whose Membership Interest exceeds 10 percent may call a meeting of Members by giving written notice to all Members not less than 10 nor more than 60 days prior to the date of the meeting. The notice must specify the date of the meeting and the nature of any business to be transacted. A Member may waive notice of a meeting of Members orally, in writing or by attendance at

OPERATING AGREEMENT OF LEAF & LARF, LLC

the meeting.

(ii) **Proxy Voting.** A Member may act at a meeting of Members through a Person authorized by signed proxy.

(iii) **Quorum.** Members whose aggregate Membership Interest exceeds 50 percent will constitute a quorum at a meeting of Members. No action may be taken in the absence of a quorum.

(iv) **Required Vote.** Except with respect to matters for which a greater minimum vote is required by the Act or this Agreement, the vote of Members present whose aggregate Membership Interest exceeds 50 percent of the aggregate Membership Interest of all Members present will constitute the act of the Members at a meeting of Members.

(b) Written Consent. The Members may act without a meeting by written consent describing the action and signed by Members whose aggregate Membership Interest is at least equal to the minimum that would be necessary to take the action at a meeting at which all Members were present.

3.04. Extraordinary Matters. Notwithstanding any other provision of this Agreement, the vote of Members whose aggregate Membership Interest is at least 66 percent is required for approval of: (a) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the Company's assets; (b) the Company's merger with or conversion into another Entity; (c) an undertaking involving a debt or obligation in excess of 10% of the Company's yearly revenue; (d) compromise of a dispute involving an amount in controversy in excess of \$50,000; (e) redemption of a Membership Interest; (f) extraordinary Distributions; and (g) indemnification of a Member. (h) Changes to the operating agreement; (j) Dissolution of the company.

3.05. Fiduciary Duties.

(a) Exculpation. A Member will not be liable to the Company or any other Member for an act or omission done in good faith to promote the Company's best interests, unless the act or omission constitutes gross negligence,

OPERATING AGREEMENT OF LEAF & LARF, LLC

intentional misconduct, or a knowing violation of law.

(b) Justifiable Reliance. A Member may rely on the Company's records maintained in good faith and on information, opinions, reports, or statements received from any Person pertaining to matters the Member reasonably believes to be within the Person's expertise or competence.

(c) Conflicts of Interest.

(i) **Competing Activities.** A Member may not participate, directly or indirectly, in a Competing Activity. If a Member nevertheless participates in a Competing Activity, the Member will account to the Company for any income the Member derives from such participation.

(ii) **Company Opportunities.** A Member will disclose to the Company any business opportunity that the Member believes or has reason to believe the Company would accept if brought to its attention. If the Company declines to accept the opportunity, and if the opportunity does not involve a Competing Activity, the Member may pursue the opportunity for the Member's own account. If the Member fails to disclose the opportunity, the Member will account to the Company for any income the Member derives from the opportunity and will indemnify the Company for any loss the Company incurs as a result of the failure to disclose.

(d) Extent of Required Involvement. A Member must devote only the amount of time to the Company's activities as is reasonably necessary to discharge the Member's responsibilities and will be free to pursue gainful employment with any other Person, in any capacity, without accounting to the Company or the other Members.

(e) Self-Dealing. A Member may enter into a business transaction with the Company if the terms of the transaction are no less favorable to the Company than those of a similar transaction with an independent third party. Approval or ratification by Members having no interest in the transaction will constitute conclusive evidence that the terms satisfy the foregoing condition.

OPERATING AGREEMENT OF LEAF & LARF, LLC

(f) Indemnification of Members. The Company may but is not required to indemnify each Member for all expenses, losses, liabilities and damages the Member actually and reasonably incurs in connection with the defense or settlement of any action arising out of or relating to the conduct of the Company's activities, except an action with respect to which the Member is adjudged to be liable for breach of a fiduciary duty owed to the Company or the other Members under the Act or this Agreement.

(g) Compensation. The Company may compensate a Member for services rendered to or on behalf of the Company. A Member's compensation may be determined with or without regard to Profit or other indicators of the results of operations. Compensation paid to Members will be treated as an expense for purposes of determining Profit. The Company will reimburse each Member for reasonable expenses properly incurred on the Company's behalf.

(h) Withdrawal of a Member. A Member may withdraw from the Company only with the approval of remaining Members whose aggregate Membership Interest exceeds 66 percent of the aggregate Membership Interest of all remaining Members

(i) Removal of a Member. At any time, there are more than two Members, the Company may remove a Member, but only for *cause* and with the approval of Members whose aggregate Membership Interest exceeds 66 percent.

3.06. Transfer of Membership Interest.

(a) Transfers Prohibited. A Member may not Transfer, directly or indirectly, all or a portion of a Membership Interest without the Company's prior written consent. With respect to a Member that is an Entity, a change in the control of the Member is an indirect Transfer for purposes of this Article. A change in control occurs if in consequence of a Transfer of an interest in the Member any Person ceases to be an Affiliate of any other Person.

(b) Prohibited Transfers Void. If a Member attempts to Transfer all or a portion of a Membership Interest in contravention of the provisions of this

OPERATING AGREEMENT OF LEAF & LARF, LLC

Article, the purported Transfer will be null and void.

(c) Transferor's Membership Status. If a Member Transfers less than all of the Membership Interest, the Member's rights with respect to the transferred portion, including the right to vote or otherwise participate in the Company's governance and the right to receive Distributions, will terminate as of the effective date of the Transfer. However, the Member will remain liable for any obligation with respect to the transferred portion that existed prior to the effective date of the Transfer, including any costs or damages resulting from the Member's breach of this Agreement. If the Member Transfers all of the Membership Interest, the Transfer will constitute an event of Dissociation for purposes of Article 3.06.

(d) Transferee's Status.

(i) Admission as a Member. A Member Who Transfers a Membership Interest has no power to confer on the Transferee the status of a Member. A Transferee may be admitted as a Member only in accordance with the provisions of Article 3.05. A Transferee who is not admitted as a Member has only the rights described in this Article.

(ii) Rights of Non-Member Transferee. A Transferee who is not admitted as a Member in accordance with the provisions of Article 3.01, (i) has no right to vote or otherwise participate in the Company's governance, (ii) is not entitled to receive information concerning the Company's affairs or inspect the Company's books and records, (iii) with respect to the transferred Membership Interest, is entitled to receive the Distributions to which the Member would have been entitled had the Transfer not occurred, but only at such times and in such amounts as the Company in its sole discretion may determine, and (iv) is subject to the restrictions imposed by this Article to the same extent as a Member.

3.07. Dissociation.

(a) Events of Dissociation. A Member's Dissociation from the Company occurs upon: (1) the Member's withdrawal or removal from the Company; (2)

OPERATING AGREEMENT OF LEAF & LARF, LLC

the Member's Transfer of the Member's entire Membership Interest; (3) as to a Member who is a natural person, the Member's death or adjudication of incompetency; (4) as to a Member who holds a Membership Interest as a fiduciary, distribution of the entire Membership Interest to the beneficial owners; or (5) as to a Member that is an Entity, the Entity's dissolution.

(b) Rights of Member Following Dissociation. As of the effective date of the Member's Dissociation: (i) the Member's right to participate in the Company's governance, receive information concerning the Company's affairs and inspect the Company's books and records will terminate; and (ii) unless the Dissociation resulted from the Transfer of the Member's entire Membership Interest, the Member will be entitled to receive the Distributions to which the Member would have been entitled had the Dissociation not occurred, but only at such times and in such amounts as the Company in its sole discretion may determine. Except as provided in this Article, the Member will have no right to receive Distributions or otherwise participate in the Company's financial affairs. The Member will, however, remain liable for any obligation to the Company that existed prior to the effective date of the Dissociation, including any costs or damages resulting from the Member's breach of this Agreement.

3.08. Redemption of Dissociating Member's Interest.

(a) Optional Redemption.

(i) If a Member's Dissociation is a result of dissolution, removal, or withdrawal, at any time within 180 days after the effective date of the Dissociation, the Company may redeem not less than all of the Member's Membership Interest on the terms set forth in this Article.

(ii) The Company must exercise its right to redeem the Membership Interest by giving written notice to the Member or the Member's successor in interest (the "seller") within the 180-day exercise period. The notice must specify the redemption price and payment terms and indicate a closing date within 60 days after the date the notice is delivered.

OPERATING AGREEMENT OF LEAF & LARF, LLC

(b) Redemption Price.

(i) The redemption price of the Membership Interest will be an amount equal to the Company's value as of the effective date of the Dissociation, multiplied by the seller's Membership Interest.

(ii) For the purpose of determining the redemption price, the Company's value will be the value determined by the Company, as set forth on the Schedule of Values attached to this Agreement.

(iii) If the Company fails to determine the Company's value for two successive years, the redemption price will be an amount equal to its fair market value as of the effective date of the Dissociation, as determined by a qualified appraiser selected by the Company. In determining the fair market value of the Membership Interest, the appraiser will consider only those factors that are relevant to the valuation of the interest as an interest in a going concern and will be guided by the Business Valuation Standards of the American Society of Appraisers.

(iv) The Company will pay all costs associated with the determination of the redemption price.

(c) Payment Terms. The Company will pay the redemption price at the closing in the form of its promissory note in the principal amount of the purchase price payable in five equal annual installments, with interest compounded annually at an annual rate equal to the published prime rate of Wells Fargo Bank as of the date the Company gives the seller notice of the redemption.

OPERATING AGREEMENT OF LEAF & LARF, LLC

ARTICLE 4. FINANCE

4.01.

(a) Initial Members.

- (1) Toby Foster Member
- (2) Jenny Foster Member
- (3) John Cox Member
- (4) Robb Rood Member

(b) Additional Members. A Person admitted as a Member in connection with the acquisition of a Membership Interest directly from the Company after the Effective Date will make the Contributions specified in the agreement pursuant to which the Person is admitted as a Member.

(c) Additional Contributions.

(i) Permitted. The Company may authorize additional Contributions at such times and on such terms and conditions as is determined by the managing member to be in the best interest of the company.

(ii) Required. If at any time the Company determines that the company's financial resources are insufficient to meet the reasonable needs of its business or the Company determines that additional funds are required to further the goals of the company, the Members may be required to make additional Contributions sufficient to meet those needs or to further the company's goals. The Members will make the additional Contributions in proportion to their Membership Interests. The Company must give each Member written notice of the obligation to contribute additional capital. The notice must explain the

OPERATING AGREEMENT OF LEAF & LARF, LLC

need for additional capital, specify the amount the Member is required to contribute and establish a due date that is not less than 30 days after the date of the notice. The Member will make the Contribution in immediately available funds on or before the due date specified in the notice.

(iii) **Default Remedies.** If a Member does not contribute the Member's share of a required additional Contribution on or before the due date, the Company may (i) take such action as it considers necessary or appropriate to enforce the Member's obligation or (ii) accept Contributions from the other Members in satisfaction of the defaulting Member's obligation, in proportion to their Membership Interests. If the Company accepts Contributions from other Members, the Membership Interest of each Member will be adjusted to correspond to the ratio that the Capital Investment of the Member bears to the aggregate Capital Investment of all Members, adjusted to reflect the Contributions made by other Members in satisfaction of the defaulting Member's obligation.

(iv) **Creditors' Rights.** A Member's obligation to make additional contributions extends only to the Company and may not be enforced by the Company's creditors without the Member's written consent.

(d) Contributions Not Interest Bearing. A Member is not entitled to interest or other compensation with respect to any cash or property the Member contributes to the Company. Interest and dividends are dispersed if the company is in the financial position to do so without harming the company's ability to function as determined by the Managing Member.

(e) No Return of Contribution. A Member is not entitled to the return of any Contribution prior to the Company's dissolution and winding up.

4.02. Allocation of Profit and Loss.

(a) General Allocation. After giving effect to the special allocations required by Article 4.02(b) (the "special allocations"), the Company's Profit or Loss for a Taxable Year, including the Taxable Year in which the Company is dissolved, will be allocated among the Members in proportion to their

OPERATING AGREEMENT OF LEAF & LARF, LLC

Membership Interests.

(b) Special Allocations. If a Member unexpectedly receives an adjustment, allocation, or distribution described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations that creates or increases a deficit in the Member's Capital Account as of the end of a Taxable Year, a pro rata portion of each item of the Company's income, including gross income and gain for the Taxable Year and, if necessary, for subsequent years will be allocated to the Member in an amount and manner sufficient to eliminate the deficit in the Member's Capital Account as quickly as possible.

(i) If a Member would have a deficit in his or her Capital Account at the end of a Taxable Year that exceeds the sum of (i) the amount the Member is required to pay the Company pursuant to an obligation described in Section 1.704-1(b)(2)(ii)(c) of the Regulations and (ii) the Member's share of Minimum Gain, a pro rata portion of each item of the Company's income, including gross income and gain, for the Taxable Year will be allocated to the Member in an amount and manner sufficient to eliminate the deficit in the Member's Capital Account as quickly as possible.

(ii) If there is a net decrease in the Company's Minimum Gain during a Taxable Year, the items of the Company's income, including gross income and gain, for the Taxable Year and, if necessary, for subsequent Taxable Years will be allocated to the Members in proportion to their shares of the net decrease in Minimum Gain. If the allocation made by this paragraph would cause a distortion in the economic arrangement among the Members and it

is expected that the Company will not have sufficient income to correct that distortion, the Company may seek to have the Internal Revenue Service waive the requirement for the allocation in accordance with Section 1.704-2(f)(4) of the Regulations.

(iii) Items of the Company's loss, deductions and expenditures described in Code Section 705(a)(2)(B) that are attributable to the Company's nonrecourse debt and are characterized as Member nonrecourse deductions under Section

OPERATING AGREEMENT OF LEAF & LARF, LLC

1.704-2(i) of the Regulations will be allocated to the Members' Capital Accounts in accordance with Section 1.704-2(i) of the Regulations.

(iv) Items of income, gain, loss and deduction with respect to property contributed to the Company's capital will be allocated between the Members so as to take into account any variation between book value and basis, to the extent and in the manner prescribed by section 704(c) of the Code and related Regulations.

(v) If the special allocations result in Capital Account balances that are different from the Capital Account balances the Members would have had if the special allocations were not required, the Company will allocate other items of income, gain, loss and deduction in any manner it considers appropriate to offset the effects of the special allocations on the Members' Capital Account balances. Any offsetting allocation required by this paragraph is subject to and must be consistent with the special allocations.

(c) Effect of Transfers During Year. The Company will prorate items attributable to a Membership Interest that is the subject of a Transfer during a Taxable Year between the transferor and the Transferee based on the portion of the Taxable Year that elapsed prior to the Transfer.

(d) Tax Allocations. For federal income tax purposes, unless the Code otherwise requires, each item of the Company's income, gain, loss or deduction will be allocated to the Members in proportion to their allocations of the Company's Profit or Loss.

(e) Classification Election. The Company is taxed as an S Corp.

4.03. Distributions.

(a) Minimum Distribution to Pay Tax. Within 90 days after the close of each Taxable Year, the Company will distribute to each Member an amount equal to the Profit allocated to the Member for the Taxable Year multiplied by the highest marginal federal income tax rate applicable to any Member for the Taxable Year and as determined by the Company accountant.

OPERATING AGREEMENT OF LEAF & LARF, LLC

(b) Remaining Available Funds. The Company will distribute to the Members, at annual intervals, any Available Funds remaining after providing for the Distribution required by the preceding paragraph. The Company will retain those funds as require to reasonably conduct business.

(c) Allocation. Except as provided in Article 4.02(b), the Company will make all Distributions to the Members in proportion to their Membership Interests.

4.04. Capital Accounts.

(a) General Maintenance.

The Company will establish and maintain a Capital Account for each Member. A Member's Capital Account will be:

(i) increased by: (i) the amount of any money the Member contributes to the Company's capital; (ii) the fair market value of any property the Member contributes to the Company's capital, net of any liabilities the Company assumes or to which the property is subject; and (iii) the Member's share of Profits and any separately stated items of income or gain; and decreased by: (i) the amount of any money the Company distributes to the Member; (ii) the fair market value of any property the Company distributes to the Member, net of any liabilities the Member assumes or to which the property is subject; and (iii) the Member's share of Losses and any separately stated items of deduction or loss.

(b) Adjustments for Distributions in Kind. If at any time the Company distributes property in kind, it will adjust the Members' Capital Accounts to account for their shares of any Profit or Loss the Company would have realized had it sold the property at fair market value and distributed the sale proceeds.

(c) Adjustments for Acquisitions and Redemptions. If at any time a Person acquires a Membership Interest from the Company or the Company redeems a Membership Interest, the Company may adjust the Members' Capital Accounts to reflect any Profit or Loss the Company would have realized had it

OPERATING AGREEMENT OF LEAF & LARF, LLC

sold all of its assets at fair market value on the date of the acquisition or redemption.

(d) Transfer of Capital Account. A Transferee of a Membership Interest succeeds to the portion of the transferor's Capital Account that corresponds to the portion of the Membership Interest that is the subject of the Transfer.

(e) Compliance with Code. The requirements of this Article are intended and will be construed to ensure that the allocations of the Company's income, gain, losses, deductions and credits have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code.

ARTICLE 5. RECORDS AND ACCOUNTING

5.01. Maintenance of Records.

(a) Required Records. The Company will maintain at its principal office such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. A Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities. The exercise of such rights will be at the requesting Member's expense.

(c) Confidentiality. No Member will disclose any information relating to the Company or its activities to any unauthorized person or use any such information for his or her or any other Person's personal gain.

5.02. Financial Accounting.

(a) Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Members in compliance with Sections 446 and 448 of the Code.

(b) Taxable Year. The Company's Taxable Year is the Company's annual

OPERATING AGREEMENT OF LEAF & LARF, LLC

accounting period, as determined by the Members in compliance with Sections 441, 444 and 706 of the Code.

5.03. Reports.

(a) Members. As soon as practicable after the close of each Taxable Year, the Company will prepare and send to the Members such reports and information as are reasonably necessary to (1) inform the Members of the results of the Company's operations for the Taxable Year and (2) enable the Members to completely and accurately reflect their distributive shares of the Company's income, gains, deductions, losses and credits in their federal, state and local income tax returns for the appropriate year.

(b) Periodic Reports. The Company will complete and file any periodic reports required by the Act or the law of any other jurisdiction in which the Company is qualified to do business.

5.04. Tax Compliance.

(a) Withholding. If the Company is required by law or regulation to withhold and pay over to a governmental agency any part or all of a Distribution or allocation of Profit to a Member:

- (i) the amount withheld will be considered a Distribution to the Member; and
- (ii) if the withholding requirement pertains to a Distribution in kind or an allocation of Profit, the Company will pay the amount required to be withheld to the governmental agency and promptly take such action as it considers necessary or appropriate to recover a like amount from the Member, including offset against any Distributions to which the Member would otherwise be entitled.

(b) Tax Matters Partner. Member Toby Foster is to act as the "Tax Matters Partner" pursuant to Section 6231(a)(7) of the Code. The Company may remove any Tax Matters Partner, with or without cause, and designate a successor to any Tax Matters Partner who for any reason ceases to act. The

OPERATING AGREEMENT OF LEAF & LARF, LLC

Tax Matters Partner will inform the Members of all administrative and judicial proceedings pertaining to the determination of the Company's tax items and will provide the Members with copies of all notices received from the Internal Revenue Service regarding the commencement of a Company-level audit or a proposed adjustment of any of the Company's tax items. The Tax Matters Partner may extend the statute of limitations for assessment of tax deficiencies against the Members attributable to any adjustment of any tax item. The Company will reimburse the Tax Matters Partner for reasonable expenses properly incurred while acting within the scope of the Tax Matters Partner's authority.

ARTICLE 6. DISSOLUTION

6.01. Events of Dissolution.

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (i) the vote of the Members to dissolve the Company;
- (ii) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (iii) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.02. Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Members will appoint a liquidator, who may but need not be a Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article.

OPERATING AGREEMENT OF LEAF & LARF, LLC

(b) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred and (2) to the date on which the Company is finally and completely liquidated.

(c) Duties and Authority of Liquidator. The liquidator will make adequate provision for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets. Any gain or loss recognized on the sale of assets will be allocated to the Members' Capital Accounts in accordance with the provisions of Article. With respect to any asset the liquidator determines to retain for distribution in kind, the liquidator will allocate to the Members' Capital Accounts the amount of gain or loss that would have been recognized had the asset been sold at its fair market value.

(d) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Members in proportion to their Capital Accounts. The liquidator will distribute any assets distributable in kind to the Members in undivided interests as tenants in common. A Member whose Capital Account is negative will have no liability to the Company, the Company's creditors or any other Member with respect to the negative balance.

(e) Required Filings. The liquidator will file with the Division of Banking, Securities and Corporations such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

OPERATING AGREEMENT OF LEAF & LARF, LLC

ARTICLE 7. GENERAL PROVISIONS

7.01. Amendments.

(a) Required Amendments. The Company and the Members will execute and file any amendment to the Articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. Any Member may propose for consideration and action an amendment to this Agreement or to the Articles. A proposed amendment will become effective at such time as it is approved by 66% of the voting members.

7.02. Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including any Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.03. Investment Representation. Each Member represents to the Company and the other Members that (a) the Member is acquiring a Membership Interest in the Company for investment and for the Member's own account and not with a view to its sale or distribution and (b) neither the Company nor any other Member has made any guaranty or representation upon which the Member has relied concerning the possibility or probability of profit or loss resulting from the Member's investment in the Company.

7.04. Resolution of Disputes.

(a) Mediation. The parties will endeavor in good faith to resolve all disputes arising under or related to this Agreement by mediation according to the then prevailing rules and procedures of the American Arbitration Association.

(b) Arbitration. If the parties fail in their attempt to resolve a dispute by

OPERATING AGREEMENT OF LEAF & LARF, LLC

mediation, they will submit the dispute to arbitration according to the then prevailing rules and procedures of the American Arbitration Association. Alaska law will govern the rights and obligations of the parties with respect to the matters in controversy. The arbitrator will allocate all costs and fees attributable to the arbitration between the parties equally. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction.

7.05. Notices. Notices contemplated by this Agreement may be sent by any commercially reasonable means, including hand delivery, first class mail, fax, E-mail or private courier. The notice must be prepaid and addressed as set forth in the Company's records. The notice will be effective on the date of receipt or, in the case of notice sent by first class mail, the fifth day after mailing.

7.06. Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Members upon Dissociation and dissolution will supersede the provisions of the Act relating to the same matters.

7.07. Additional Instruments. Each Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.08. Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not be included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the

OPERATING AGREEMENT OF LEAF & LARF, LLC

end of the next day that is not a Saturday, Sunday or legal holiday.

7.09. Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.10. Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.11. General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.12. Binding Effect. Subject to the provisions of this Agreement relating to the transferability of Membership Interests and the rights of Transferees, this Agreement is binding on and will inure to the benefit of the Company, the Members and their respective distributees, successors and assigns.

7.13. Governing Law. Alaska law governs the construction and application of the terms of this Agreement.

7.14. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original.

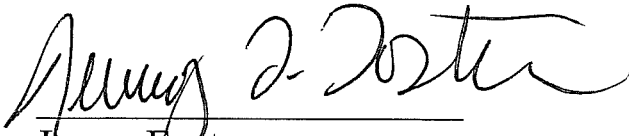
**OPERATING AGREEMENT OF
LEAF & LARF, LLC**

Signed on the respective dates set forth below, to be effective as of the Effective Date.



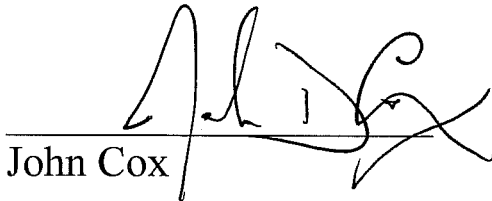
Toby Foster

Date: 3/12/2020



Jenny Foster

Date: 3/12/2020



John Cox

Date: 3/9/2020



Robb Rood

Date: 3/9/2020



Application for Food Establishment Permit

Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Permit ID: _____

Section 1- GENERAL INFORMATION (All applicants complete entire section – please print).

Purpose (check one) ☒ New ☐ Information Change ☐ Extensive Remodel ☐ Change of owner/operator ☐ Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service Leaf & Larf, LLC DBA Purgatory Cannabis		AK Business License # 2115524		
	Business/Corporate Mailing Address PO Box 595		City Kenai	State AK	
	Business/Corporate Phone 907-690-0091		Email toby@alaskacannabis.com		
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Toby Foster - Manager, Member, Licensee		Fax		
	Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:				
Establishment Information	Establishment Name Purgatory Cannabis		Physical Location 43280 Kenai Spur Hwy, Unit F		
	Establishment Mailing Address PO Box 595		City Kenai	State AK	
	Establishment Phone 907-690-0091		Fax	Contact Person Toby Foster	
	Establishment Physical Address 43280 Kenai Spur Hwy, Unit F		City Kenai	State AK	
SEATING: (Food Service Only)		<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> 25 or less	<input type="checkbox"/> 26-100	<input type="checkbox"/> > 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Commercial Marijuana Concentrates Manufacturing Facility

SECTION 2 – NEW OR EXTENSIVELY REMODELED FACILITIES

- a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the [Plan Review Application](#)? ☒ Yes ☐ No

SECTION 3 – COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

FOOD SERVICE ESTABLISHMENTS

- a. A copy of your menu will be required. Have you attached a copy of the proposed menu? ☒ Yes ☐ No
- b. Attach appropriate label, placard, or menu notation for the [consumer advisories](#) if you serve:
☐ Wild Mushrooms ☐ Unpasteurized juices ☐ Farmed halibut, salmon, or sablefish
☐ Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.
- c. Methods of food preparation (check the one that most closely describes the establishment):
☒ Assembly of Ready to Eat Foods ☐ Cook and Serve
☐ Hot or cold Service for 2 hours or more is done
☐ Complex (Preparation 1 day or more in advance, cooling and reheating is done).
- d. Style of Service: ☐ Counter Service ☐ Self Service (i.e. buffet line, salad bar) ☐ Table Service
☒ Other:
- e. Do you plan to operate as a [caterer](#)? ☐ Yes ☒ No
 If **yes**, list all the equipment used to protect food from contamination and maintain product temperature during:
 Transportation: _____ Hot or Cold Holding: _____

RECEIVED

DEC 23 2020

f.	Will your food establishment be a <u>kiosk</u> or <u>mobile unit</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Are employee toilets available within 200 feet? <i>If you have an agreement with another business to use their restrooms, please attach written verification.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If you have a kiosk, is it located outside of a building?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Will you have a service provide water or remove wastewater? <i>If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Will another permitted food establishment (<u>commissary</u>) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

FOOD PROCESSORS

a.	A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Describe who you will be distributing your product to (i.e. grocery stores, etc): Other Licensed Marijuana Retail Facilities		
c.	Will you be doing any of the following processes? Check all that apply. <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Reduced Oxygen Packaging <input type="checkbox"/> Low Acid Canned Foods <input type="checkbox"/> Shelf Stable Acidified Foods </div> <div> <input type="checkbox"/> Smoking <input type="checkbox"/> Curing <input type="checkbox"/> Dehydrating </div> <div style="border: 1px solid black; width: 200px; height: 50px; flex-grow: 1;"></div> </div>		

Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.

d.	Do you have a <u>HACCP Plan</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
	<i>Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.</i>			
e.	You are required to have a product coding system and a <u>recall plan</u> . Have you attached a copy of the coding system and recall procedures?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

MOBILE RETAIL VENDOR SELLING SEAFOOD

a.	A list of products that you will be selling is required. Have you attached a copy of the list of products?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Provide names of suppliers where you will be purchasing your product:		
c.	Will all of your product be prepackaged?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Will another permitted food establishment (<u>commissary</u>) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No

MACHINES VENDING POTENTIALLY HAZARDOUS FOODS

a.	Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
----	--	------------------------------	-----------------------------

SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card

a.	Have you attached a copy of a <u>Food Manager's Certification</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
	<i>The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.</i>			
b.	Does everyone who works or will work at the food establishment have a <u>Food Worker Card</u> ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	<i>An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.</i>			

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.

Applicant's Signature	Date <u>12/15/20</u>
Applicant's Printed Name <u>Toby Foster</u>	Title <u>Manager/Member</u>



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

MARIJUANA LICENSE LOCAL REVIEW STANDARDS

10/28/2020

Purgatory Cannabis
toby@alaskacannabis.com

RE: *Purgatory Cannabis – Application for Marijuana Product Manufacturing Facility
(License Number: 27520)*

We received your public notice for application for Marijuana Establishment License on 10/26/2020. Once your complete application is received by the Borough Clerk's office from the Alcohol & Marijuana Control Office (AMCO) it will be forwarded to the Kenai Peninsula Borough (Borough) Planning and Finance Departments for review. The borough has 60 days from receipt of your complete application from AMCO to make recommendations to the Marijuana Control Board (MCB). A staff report will be prepared based upon standards set out in KPB 7.30. The Planning Commission will hold a public hearing on the application and forward its recommendation to the Borough Assembly. The Assembly is the borough's commenting authority to the MCB. The Assembly will also hold a public hearing regarding the license application prior to making its recommendation to the MCB.

In order for the Borough to determine compliance with standards set out in KPB 7.30.020(C)(1), you will need to provide a site development plan with adequate detail to accurately depict the following:

If your parcel is accessed from a borough road:

- The width and location of the entrance and exit;
- a clear route for delivery vehicles which shall allow vehicles to turn safely;
- the location of on-site parking and loading areas designed to preclude vehicles from backing out into the roadway;

If your parcel is accessed from a state road:

- a clear route for delivery vehicles which shall allow vehicles to turn safely;
- the location of on-site parking and loading areas designed to preclude vehicles from backing out into the roadway; and

10/28/2020


Purgatory Cannabis – Application for Marijuana Product Manufacturing Facility (License Number: 27520)

The Kenai Peninsula Borough's standards and process are more completely set forth in the enclosed copy of KPB Chapter 7.30 "Marijuana License Protests." If you have any questions regarding the borough's role in the state's processing of marijuana license applications please contact the Borough Clerk's office at 714-2160. Please return your completed acknowledge form and site development plan within the next two (2) weeks in order to facilitate the process.

Included with this packet please find the following documents:

- KPB 7.30
- Acknowledgement Form

Thank you,

A handwritten signature in blue ink, appearing to read "John Blankenship", with a stylized flourish at the end.

Johni Blankenship, MMC
Borough Clerk



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

MARIJUANA LICENSE LOCAL REVIEW STANDARDS ACKNOWLEDGEMENT FORM

Please review the statements below and acknowledge your understanding of the conditions and intent to comply by your signature below.

There shall be no parking in borough rights-of-way generated by the marijuana establishment.

If I have a retail marijuana license, I will not conduct any business on, or allow any consumer to access, the premises, between the hours of 2:00 a.m. and 8:00 a.m. each day.

I must stay current in obligations owed to the Kenai Peninsula Borough or my license may be subject to a protest by the KPB Assembly.

It is my responsibility to abide by all federal, state, and local laws applicable to my marijuana establishment.

I understand Kenai Peninsula Borough staff will enter my property for purposes of evaluating ongoing compliance with KPB 7.30 and any conditions placed on the license by the State of Alaska Marijuana Control Board.

I have received, read and understand the additional review standards and conditions set out in KPB 7.30.

Purgatory Cannabis

43280 Kenai Spur Highway, Unit F, Nikiski, AK 99635; T 6N R 12W SEC 14 SEWARD
MERIDIAN KN PORTION OF GOVT LOT 106 LYING EAST OF NORTH KENAI RD

Application for Marijuana Product Manufacturing Facility (License Number: 27520)


Signature

11/2/20
Date

Please return completed form along with site development plan to the KPB Clerk's

Office within the next two (2) weeks. The KPB has 60 days to review your application after receipt from AMCO.

CHAPTER 7.30. MARIJUANA LICENSE PROTESTS

7.30.010. - Applications—Renewals—Hearings—Action.

- A. The assembly shall review and make recommendations to the state on applications submitted to the State Marijuana Control Board for marijuana establishment licenses within the borough in the following situations:
 - 1. Applications for a new license; or
 - 2. Applications requesting approval of a relocation of the licensed premises.
- B. Prior to the assembly making a recommendation to the Marijuana Control Board the planning commission shall hold a public hearing and make a recommendation to the assembly on the license application applying the standards set forth in KPB 7.30.020. The planning department shall prepare a staff report for the planning commission addressing items set forth in KPB 7.30.020. Notice of the public hearing shall be given in accord with the provisions of KPB 21.11.
- C. After assembly public hearing, review and action as provided in KPB 7.30.010(A) and 7.30.020, the borough clerk shall provide a letter to the State of Alaska Marijuana Control Board informing it of the assembly's non-objection, protest, or recommended conditional approval as appropriate.
- D. Applications requesting renewal of a license or transfer of ownership shall be reviewed by the finance department and planning department for continued compliance. If the facility, licensee and licensee's affiliates are in compliance with KPB 17.30.020 the borough clerk shall provide a letter of non-objection to the State of Alaska Marijuana Control Board. If the facility, licensee or affiliate is non-compliant with KPB 7.30.020, the process in KPB 7.30.010(B) and (C) shall be followed.

7.30.020. - Assembly review—Standards.

- A. The assembly shall cause a protest to be filed with the State of Alaska Marijuana Control Board on any application submitted for a new marijuana license, or any application requesting approval of a relocation of the licensed premises, or any application requesting approval of a transfer of a license to another person, or the application for renewal of a license, within the borough, in the following situations:
 - 1. Where borough records indicate that the applicant, applicant's affiliates and/or transferor is in violation of the borough sales, and/or personal and real property tax ordinances and regulations, has any unpaid balance due on tax accounts for

which the applicant and/or transferor is liable or has failed to comply with any of the filing, reporting or payment provisions of the borough ordinances or regulations. A protest shall not be filed for balances due secured by a payment agreement authorized by borough ordinances, as long as:

- a. The applicant, applicant's affiliates or transferor is in compliance with the payment agreement; and
- b. The payment agreement requires payment in full by the end of the next license year; and
- c. The applicant, applicant's affiliates or transferor is involved in no more than two payment agreements within the prior five (5) years.
- d. Notwithstanding the provisions of this subsection, the borough is not required to file a protest if the transferor and/or applicant or applicant's affiliates have made satisfactory arrangements with the borough for the discharge of a tax obligation from the proceeds of the transfer or by payment from the person to whom the license is to be transferred. Further, if the proposed transferee holds a security interest in the license or licensed premises and seeks the transfer as part of an action foreclosing or protecting that security interest the borough will not protest a transfer to the holder of the security interest so long as satisfactory arrangements have been made by the transferee to pay the delinquent taxes in accordance with this chapter and other provisions of the borough code and no other provisions of this chapter would cause or allow a protest to be made.

B. Marijuana establishments shall not:

1. Be located within 1,000 feet of any school. The distance specified in this subsection must be measured by the shortest pedestrian route from the public entrance of the building in which the licensed premises would be located to the outer parcel boundaries of the school.
2. Be located within 500 feet of a recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility. The distance specified in this subsection must be measured by the shortest pedestrian route from the public entrance of the building in which the licensed premises would be located to the outer boundaries of the recreation or youth center, or the main public entrance of the building in which religious services are regularly conducted, or the correctional facility.
3. Be located within a local option zoning district.

C. Marijuana establishments shall:

1. Be located where there is sufficient ingress and egress for traffic to the parcel including:
 - a. Except for limited cultivation facilities the approach shall be constructed to a minimum of 24 feet in width where it accesses a borough right-of-way;
 - b. There shall be no parking in borough rights-of-way generated by the marijuana establishment;
 - c. The site development shall delineate a clear route for delivery vehicles which shall allow vehicles to turn safely;
 - d. On-site parking and loading areas shall be designed to preclude vehicles from backing out into the roadway; and
2. Not conduct any business on, or allow any consumer to access, the retail marijuana store's licensed premises, between the hours of 2:00 a.m. and 8:00 a.m. each day; and
3. Be current in all Kenai Peninsula Borough obligations consistent with KP.B 7.30.020(A); and
4. Maintain a state license issued pursuant to AS 17.38 and 3 AAC 306.

D. Applicant is responsible for complying with all federal, state and local laws applicable to marijuana. By issuing a recommendation to the Marijuana Control Board the borough is not authorizing the violation of local, state, or federal law.

E. The assembly may recommend conditions on a license to meet the following standards: protection against damage to adjacent properties, offsite odors, noise, visual impacts, road damage, and criminal activity, and protection of public safety.

7.30.900. - Definitions.

Unless the context requires otherwise, the following definitions apply:

Affiliate means a person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, a partnership, limited liability company, or corporation subject to AS 17.38 and 3 AAC 306.

Marijuana has the meaning given in Alaska Statute 17.38.900.

Marijuana cultivation facility means an entity registered to cultivate, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

Marijuana establishment means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, or a retail marijuana store as defined in AS 17.38.

Marijuana product manufacturing facility means an entity registered to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

Marijuana products means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

Marijuana testing facility means an entity registered to analyze and certify the safety and potency of marijuana.

Recreation or Youth Center means a building, structure, athletic playing field, or playground:

- (A) Run or created by a local government or the state to provide athletic, recreational, or leisure activities for minors; or
- (B) Operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age.

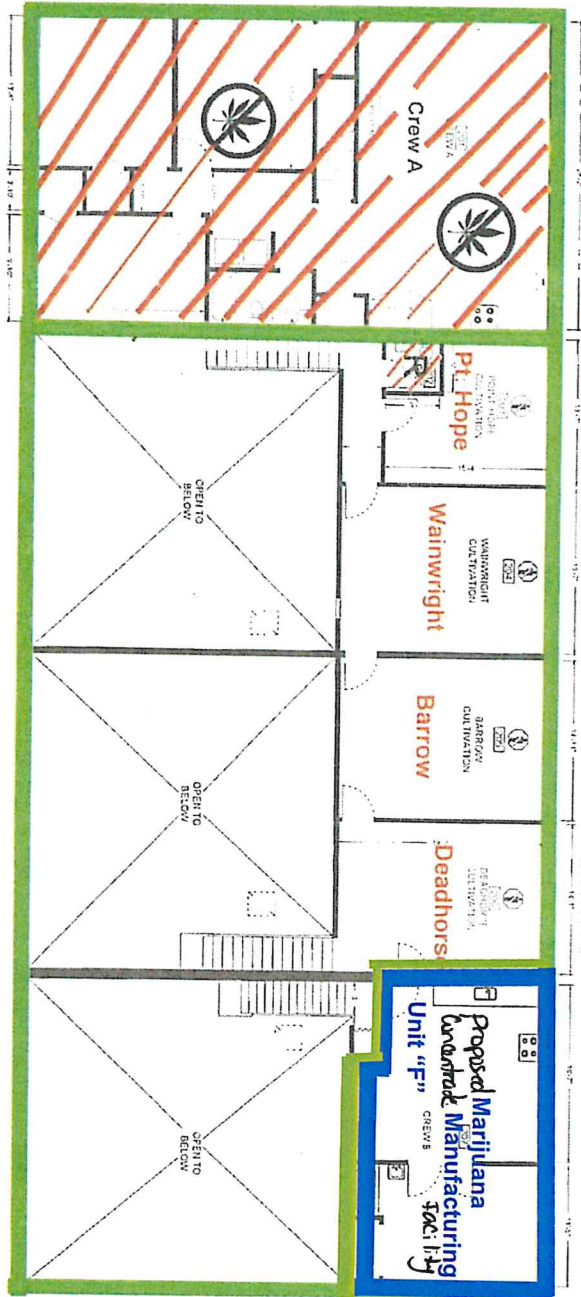
Registered means issued a registration or license by the State of Alaska.

Retail marijuana store means an entity registered to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities, and to sell marijuana and marijuana products to consumers.

AFTER

Diagrams 1, 2 & 5 Purgatory Cannabis License # 27520

2nd. Floor



= Licensed Cultivation Premises #12618 / Cultivation Restricted Access Area

= Non-Restricted Area R = Restroom

= No Marijuana allowed in this area

= Proposed Licensed Premises License # 27520

- KEY - SYMBOL - LEGEND**
- EXISTING WALL
 - RESTRICTED ACCESS AREA
 - EMERGENCY LIGHT
 - SOLID STATE BATTERY
 - 2ND BDR WALL ADJACENT TO STAIRS
 - EXISTING CORRIDOR
 - KEYING
 - STAIR DIRECTION OF DESCENDING
 - (F) FLOOR DRUM
 - EXIT LIGHT
 - EXTERIOR EXIT LIGHT
 - FIRE EXTINGUISHER 2A/10BC, MOUNT AT AFF (ACCELSURF) TO GRAB

NOTE: USE HALF INDICATED SCALE FOR PLANT DRAWINGS

ROOM FINISH AND OCCUPANT LOAD									
ROOM NUMBER	AREA	USE	OCCUPANT LOAD	WALL TYPE	GLD TYPE	W/NGCGT	FLOOR BASE	FLOOR SURFACE	CEILING REQUIRED
101	1000	OFFICE	15						
102	1000	OFFICE	15						
103	1000	OFFICE	15						
104	1000	OFFICE	15						
105	1000	OFFICE	15						
106	1000	OFFICE	15						
107	1000	OFFICE	15						
108	1000	OFFICE	15						
109	1000	OFFICE	15						
110	1000	OFFICE	15						
111	1000	OFFICE	15						
112	1000	OFFICE	15						
113	1000	OFFICE	15						
114	1000	OFFICE	15						
115	1000	OFFICE	15						
116	1000	OFFICE	15						
117	1000	OFFICE	15						
118	1000	OFFICE	15						
119	1000	OFFICE	15						
120	1000	OFFICE	15						
121	1000	OFFICE	15						
122	1000	OFFICE	15						
123	1000	OFFICE	15						
124	1000	OFFICE	15						
125	1000	OFFICE	15						
126	1000	OFFICE	15						
127	1000	OFFICE	15						
128	1000	OFFICE	15						
129	1000	OFFICE	15						
130	1000	OFFICE	15						
131	1000	OFFICE	15						
132	1000	OFFICE	15						
133	1000	OFFICE	15						
134	1000	OFFICE	15						
135	1000	OFFICE	15						
136	1000	OFFICE	15						
137	1000	OFFICE	15						
138	1000	OFFICE	15						
139	1000	OFFICE	15						
140	1000	OFFICE	15						
141	1000	OFFICE	15						
142	1000	OFFICE	15						
143	1000	OFFICE	15						
144	1000	OFFICE	15						
145	1000	OFFICE	15						
146	1000	OFFICE	15						
147	1000	OFFICE	15						
148	1000	OFFICE	15						
149	1000	OFFICE	15						
150	1000	OFFICE	15						

DOOR SCHEDULE

ALL DOORS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE. COMPARISON UPDATE LATCH INFORMATION ASSIGNED BELOW

LATCH TYPES

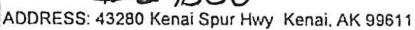
- B BATHROOM
- LOCK
- C SECURE OFFICE
- LOCK
- E ENTRY
- LOCK
- L PASSAGE
- LATCH

Purgatory Cannabis
License # 27520
ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

A-03

**) Seeds & Stems, LLC.
DBA. Alaska Cannabis Company
Marijuana Retail License #18929**

**) Seeds & Stems, LLC.
DBA. Alaska Cannabis Company
Marijuana Retail License #18929**



645

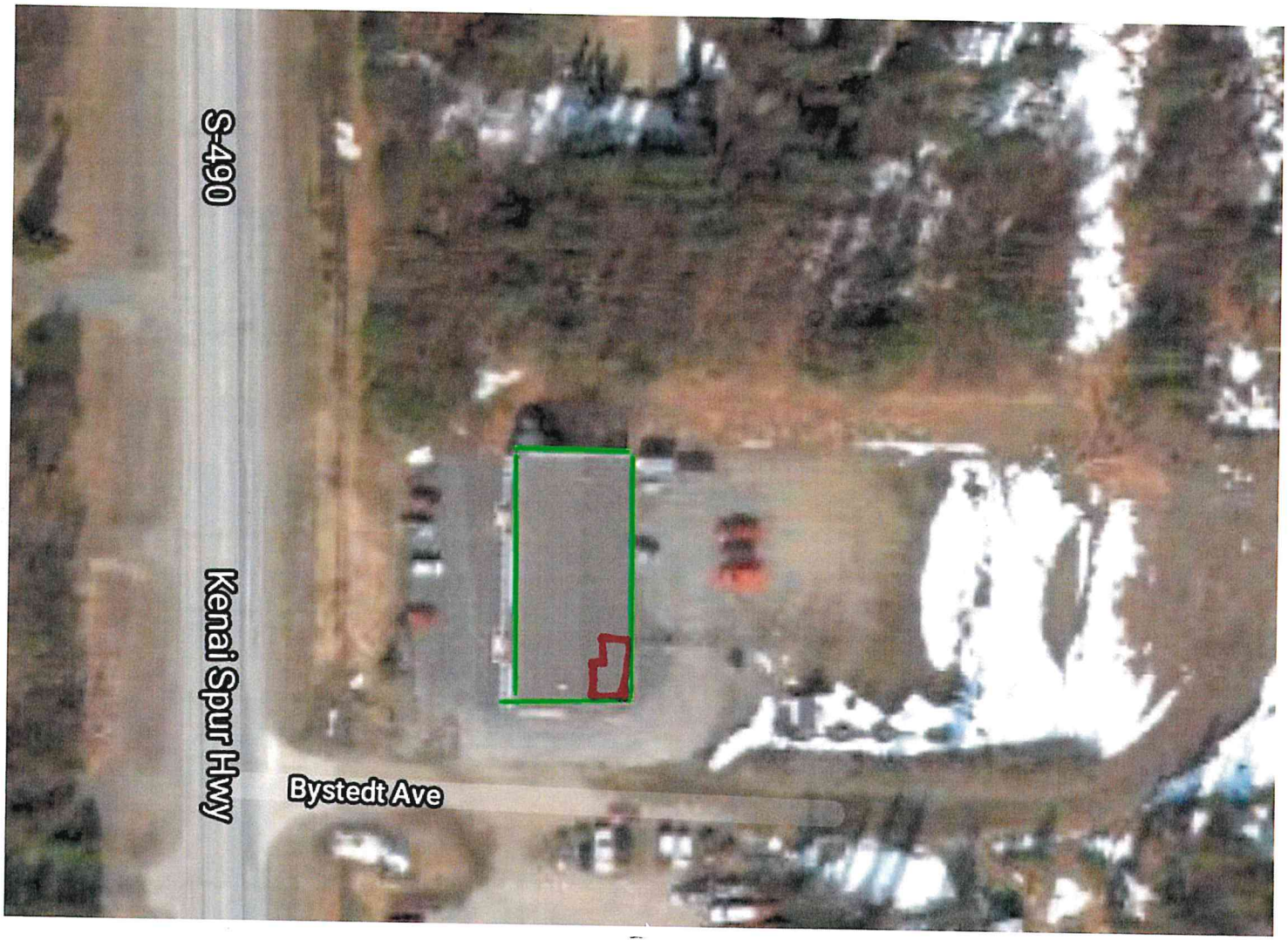
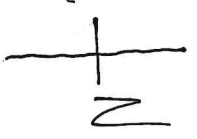


Purgatory Cannabis
License # 07520

Diagram 4

□ - Facility currently housing
Licenses 12618 + 18929


□ - proposed licensed premises



Kenai Peninsula Borough
Office of the Borough Mayor

**NOTICE OF APPOINTMENT
TO THE EASTERN PENINSULA HIGHWAY EMERGENCY SERVICE AREA**

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: July 6, 2021

RE: Appointment the Eastern Peninsula Highway Emergency
Service Area Board

In accordance with KPB 16.80.020 (A), appointments to the Kenai Peninsula Borough Eastern Peninsula Highway Emergency Service Area Board, are recommended by the Borough Mayor, subject to confirmation by the Borough Assembly, I hereby submit to you for conformation the following appointment to the Eastern Peninsula Highway Emergency Service Area Board.

The following applicant meets the required qualifications and is a resident of the Kenai Peninsula Borough.

Please find the attached application for your review:

<u>Applicant</u>	<u>Seat</u>	<u>Term Expires</u>
Jared Fink	D	October, 2023

Cc: KPB Clerk's Office

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2021-04-10 21:20:40

Service Area: Eastern Peninsula Highway Emergency Service Area Board, Seat D (Term Expires 10/2023)

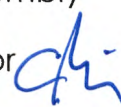
Applicant Name	Daytime Phone
Jared Fink	6156639489
Email	Date of Birth
skichugach@gmail.com	[REDACTED]
Physical Residence Address	Mailing Address
12081 Rail Ct. Seward, Ak 99664	[REDACTED]
SS #	Voter #
[REDACTED]	[REDACTED]
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
10 years, 3 months	10 years, 3 months
What knowledge, experience, or expertise will you bring to this board?	
I am a member of the Bear Creek Volunteer Fire Department and an employee of Providence Seward Medical Care Center, Currently holding a State of Alaska EMT certification.	

Kenai Peninsula Borough

Office of the Borough Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: July 6, 2021

RE: Appointments to the *KPB Planning Commission*

In accordance with AS 29.40.020, appointments to the Borough Planning Commission are recommended by the Borough Mayor, subject to confirmation by the Assembly. In accordance with KPB 2.40.030(A), the applicants listed below have been verified as qualified voters of the borough. I hereby submit to the Assembly my recommendation for confirmation of the following re-appointments to the Kenai Peninsula Borough Planning Commission:

<u>Appointment</u>	<u>Commission Seat</u>	<u>Term expires</u>
Jeremy Brantley	Sterling	07/31/2024
Blair Martin	Kalifornsky Beach	07/31/2024

Cc: Melanie Aeschlieman, Planning Director
Ann Shirnberg, Planning Administrative Asst.
Clerk's Office

Subject: FW: PC Application submitted
Attachments: {Seatvalue} PC Application Submitted 2021-06-10 151933.pdf

From: Brantley, Jeremy <JBrantley@kpb.us>
Sent: Thursday, June 10, 2021 3:20 PM
To: Mayor's Department <MayorDepartmental@kpb.us>
Cc: Aeschliman, Melanie <MAeschliman@kpb.us>; Wastell, Pam <pwastell@kpb.us>; Shirnberg, Ann <ashirnberg@kpb.us>
Subject: PC Application submitted {Seat:value}

Name: Brantley, Jeremy

I am currently a member of the Planning Commission and would like to apply for reappointment.

Mailing Address:

,

Residence Address:

,

Email: JBrantley@kpb.us

Home Phone:

Mobile Phone:

Occupation or place of employment:

How long have you lived in the Kenai Peninsula Borough?:

What knowledge, experience, or expertise will you bring to the Commission?

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

Comments (areas of interest, additional experience or qualifications, etc.):

Upload your Resume



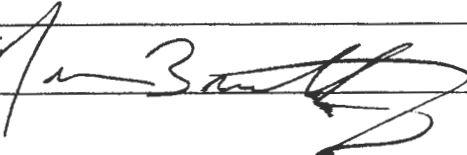
KENAI PENINSULA BOROUGH PLANNING COMMISSION APPLICATION

Please print or type this form and attach a resume or send a letter of application by mail, fax or email to:

Max Best, Planning Director
Kenai Peninsula Borough Planning Department
144 North Binkley Street
Soldotna, AK 99669-7599
Fax: (907) 714-2378
phartley@borough.kenai.ak.us

Name: Jeremy Brantley	
Mailing Address: P.O. Box 1444 Soldotna, AK 99669	
Physical Address: 38544 Nina Robinson Ave Sterling, AK 99672	
Home Phone: 907 398-1314	Work Phone: Fax: 907 262-7117
Email Address: cicinalaska@gmail.com	
Which Planning Commission district are you applying for:	
<input type="checkbox"/> 6. East Peninsula	<input type="checkbox"/> 10. Kalifornsky Beach
<input type="checkbox"/> 7. Southwest Borough	<input type="checkbox"/> 11. Ridgeway
<input checked="" type="checkbox"/> 8. Anchor Point/Ninilchik	<input type="checkbox"/> 12. Sterling
<input type="checkbox"/> 9. Kasilof/Clam Gulch	<input type="checkbox"/> 13. Northwest Borough
How long have you lived in the Borough? 33 years	
Occupation or place of employment: Owner/Manager of CIC, Inc.	
What knowledge, experience, or expertise will you bring to the Commission?	
I have worked in the civil construction industry for over 10 years, amassing knowledge in many areas of land development. I am skilled in cost estimating, planning and completing projects of varying degrees of difficulty. I am familiar with most aspects of Material Site development and have practical knowledge of the supply, demand, and suitability of material extraction.	
What are the land use and planning issues in the Kenai Peninsula Borough?	
Environmental protection and Material Site development are two important issues that have attracted much attention recently, and rightly so. However, setting or adjusting ordinances and deciding what to do, if anything, with KPB properties is very important to a sustainable growth and development of the Borough. Striking a balance between regulation put in place to protect residents of the Borough and maintaining residents desire to remain "The Last Frontier" in spirit would be a difficult task.	

Originally submitted
for 2018 appointment

What would you like to see done with Borough owned lands?	
I Think it is important that land become available for development as need arises. I am also a supporter of the Tsalteshi Trail System and believe it is the responsibility of KPB to use their land in a manner that would benefit the most residents possible, whether through industry growth or recreational type ventures.	
Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards, or task forces?	
No	
Comments: (areas of interest, additional experience, or qualifications)	
I am a local business owner. I have lived in this area most of my life, and I'm raising my children here with the hopes they will remain as adults. I enjoy the outdoors and appreciate the access to so much public land. In the past I have served of the board for Frontier Community Services. I am a very reasonable person that has a desire to serve my community and believe that the planning commission is best suited for my abilities and expertise.	
Are you available for night meetings? Yes	
Are you available for daytime meetings? Yes	
I am a qualified voter in the Kenai Peninsula Borough and I reside within the boundaries of the Kenai Peninsula Borough.	
Signature: 	Date: 10-15-2018

JEREMY L. BRANTLEY

P.O. box 1444, Soldotna, AK 99669, (907) 398-1314, cicinalaska@gmail.com

OBJECTIVE

The objective of this resume is to provide sufficient evidence as to the qualifications necessary to serve on the Planning Commission for the Kenai Peninsula Borough.

EXPERIENCE

10/8/2008 TO PRESENT CIC., INC *Sterling, AK*
VICE PRESIDENT/OWNER/MANAGER

- Operator/Jobsite Supervisor
- Project Estimating
- Business Office Management
- Material Management Supervisor

5/1/2008 TO 10/1/2008 Independent Concrete Enterprises *Soldotna, AK*
LABORER

- Site work preparation
- Construct and deconstruct concrete forms
- Place and finish concrete walls and slabs
- Install ICF blocks

2/1/2004 TO 5/1/2008 Central Peninsula Counseling Services *Soldotna, AK*
CASE MANAGER

- Case management for children with behavioral disabilities
- Supervisor of six employees
- Familiarity with processing large amounts of various types of state require paperwork, Including H.I.P.A.A. and Medicaid

EDUCATION

8/2003 TO 5/2007 University of Alaska, Anchorage *Anchorage, AK*
PSYCHOLOGY, BACHELOR OF ARTS

- Graduated with a GPA higher than 3.8
- Teaching Assistant to the director of the Psychology Department
- President/co-founder of the Psychology Club
- Writer for the school newsletter
- Chancellors List for 6 Consecutive Semesters

STATEMENT

My Career at CIC Inc. began with the construction of the Swanson River Satellites East. Since that time I have had the opportunity to work on several types of earth moving projects from a variety of job titles. From operating heavy equipment/tractor trailers, grade checking, material management, site Forman, to project estimating, the training I've received through CIC has been one of precision, quality, and professionalism. I have seen directly the benefits of working with project owners in terms of honesty and collaboration.

Subject: FW: PC Application submitted
Attachments: {Seatvalue} PC Application Submitted 2021-06-10 152210.pdf

From: Martin, Blair <bmartin@kpb.us>
Sent: Thursday, June 10, 2021 3:22 PM
To: Mayor's Department <MayorDepartmental@kpb.us>
Cc: Aeschliman, Melanie <MAeschliman@kpb.us>; Wastell, Pam <pwastell@kpb.us>; Shirnberg, Ann <ashirnberg@kpb.us>
Subject: PC Application submitted

Name: Martin, Blair

I am currently a member of the Planning Commission and would like to apply for reappointment.

Mailing Address:

,

Residence Address:

,

Email: bmartin@kpb.us

Home Phone:

Mobile Phone:

Occupation or place of employment:

How long have you lived in the Kenai Peninsula Borough?:

What knowledge, experience, or expertise will you bring to the Commission?

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

Comments (areas of interest, additional experience or qualifications, etc.):

Upload your Resume

Kenai Peninsula Borough

Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor *BH for CP*

DATE: July 6, 2021

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB21-030 Application of Crack Sealant 2021 to Alaska Sure Seal, Inc.
- b. Authorization to Award a Contract for ITB21-029 Basargin Road Phase II CIP to East Road Services, Inc., Homer, Alaska.
- c. Authorization to Award a Contract for ITB21-034 Central Peninsula Hospital Heated Handicap Parking to Orion Construction, Inc., Wasilla, Alaska.
- d. Authorization to Award a Contract for ITB21-025 Central Peninsula Landfill Leachate Tank Cleaning Inspection and Repairs to CCI Industrial Services, Kenai, Alaska.
- e. Authorization to Award a Contract for ITB21-028 Summer & Winter Road Maintenance – East Region Unit 3 to Metco Alaska, LLC., Seward, Alaska.
- f. Authorization to Award a Contract for RFP21-008 Ambulance Billing Service to Systems Design West, Poulsbo, Washington.
- g. Purchase of a Zamboni 546 through the Zamboni Company, under the SourceWell Contract.

Kenai Peninsula Borough

Road Service Area

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Dil Uhlin, Roads Service Area Director *DU*

DATE: June 4, 2021

RE: Authorization to Award a Contract for ITB21-030 Application of Crack Sealant 2021

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-030 Application of Crack Sealant for 2021. Bid packets were released on May 5, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on May 5, 2021, and in the Seward Journal and Homer News on May 6, 2021.

The project consists of applying approximately 45,750 pounds of Deery Super Stretch Crack Sealant to Borough maintained paved roads and parking lots in the Homer, Seward, Sterling, K-Beach and North Kenai areas and in the City of Seward. *(The Borough is applying approximately 38,250 pounds at a cost of \$71,542.50, and the City of Seward is applying approximately 7,500 pounds at a cost of \$14,850.00)*

On the due date of May 27, 2021, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$86,392.50 was submitted by Alaska Sure Seal, Inc.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43592.

Charlie Pierce

Charlie Pierce, Mayor

6/7/2021

Date

NOTES :

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>236.33950.00000.43592</u>	
Amount <u>\$71,542.50</u> FY22	
By: <i>PP SD for BH</i>	Date: <u>6/4/2021</u>

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-030 Application of Crack Sealant - 2021

CONTRACTOR	LOCATION	BASE BID
Alaska Sure Seal, Inc.	Soldotna, AK	\$86,392.50

DUE DATE: May 27, 2021

KPB OFFICIAL:


John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Dil Uhlin, Road Service Area Director *DU*

FROM: Andrew Walsh, Project Manager *AW*

DATE: May 20, 2021

RE: Authorization to Award a Contract for ITB21-029 Basargin Road Phase II CIP

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-029 Basargin Road Phase II CIP (S8BGN). Bid packets were released on April 30, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on April 30, 2021.

The project consists of furnishing all labor, materials and equipment to upgrade Basargin Road Phase II, 5,280 Linear Feet. Work includes but is not limited to roadbed widening, sub grade modification, embankment construction, drainage, ditching.

On the due date of May 19, 2021, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$749,582.75 was submitted by East Road Services, Inc, Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.S8BGN.43011.

Charlie Pierce
Charlie Pierce, Mayor

6/10/2021
Date

NA

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.S8BGN.43011</u>
Amount	<u>\$749,582.75</u>
By: <i>CJ BH</i>	Date: <u>6/9/2021</u>


**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-029 Basargin Road CIP Phase II (S8BGN)

CONTRACTOR	LOCATION	BASE BID
East Road Services	Homer, AK	\$749,582.75

DUE DATE: May 19, 2021

KPB OFFICIAL: _____


John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Lee Frey, Project Manager *LF*

DATE: June 16, 2021

RE: Authorization to Award a Contract for ITB21-034
Central Peninsula Hospital Heated Handicap Parking

The Purchasing and Contracting Office formally solicited and received bids for ITB21-034 Central Peninsula Hospital Heated Handicap Parking. Bid packets were released on May 20, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on May 20, 2021.

The project consists of demolition of existing asphalt parking lot and concrete sidewalk to install new ADA accessible heated parking lot and sidewalks. Project will include installation of storm drain and mechanical and electrical work to install new equipment for snow melt system.

On the due date of June 10, 2021 two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$1,324,750.00 was submitted by Orion Construction, Inc., Wasilla, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 490.81110.21PRK.43011.

Charlie Pierce
Charlie Pierce, Mayor

6/17/2021

Date

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>490.81110.21PRK.43011</u>
Amount	<u>\$1,324,750.00</u>
By: <i>PP</i>	<i>SD for BH</i> Date: <u>6/17/2021</u>

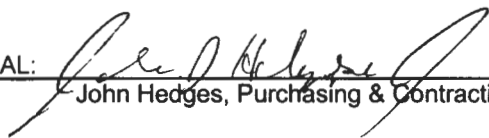
**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-034 Central Peninsula Hospital Heated Handicap Parking

CONTRACTOR	LOCATION	BASE BID
Orion Construction, Inc.	Wasilla, AK	\$1,324,750.00
Big G Electric & Engineering LLC	Soldotna, AK	\$1,886,704.95

DUE DATE: June 10, 2021

KPB OFFICIAL:


John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

THRU: John Hedges, Purchasing & Contracting Director JH

FROM: Andrew Walsh, Project Manager AW

DATE: June 17, 2021

RE: Authorization to Award a Contract for ITB21-025 Central Peninsula Landfill Leachate Tank Cleaning Inspection and Repairs

The Purchasing and Contracting Office formally solicited and received bids for Central Peninsula Landfill Tank Cleaning Inspection and Repairs. Bid packets were released on April 12, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on April 13, 2021 and the Anchorage Daily News on April 12, 2021.

The project consists of the following: The Kenai Peninsula Borough Solid Waste Department at the Central Peninsula Landfill (CPL) is looking for assistance with cleaning, inspection, repair, and recoating of the leachate storage tank. The leachate tank is 30 ft. tall x 40 ft. wide with a nominal volume of 282,000 gallons. The tank is bolted steel construction covered with 5 inches of insulation banded to the exterior in two layers, with two (2) 30-inch manway side hatches, and roof hatch. The interior of the tank consists of small diameter pipe with membrane bubble diffusers elevated approximately 1 foot off the tank floor and various inlet/outlet ports. This work will commence July 1, 2021 and must be completed no later than August 31, 2021.

On the due date of May 13, 2021 one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$262,785.99 was submitted by CCI Industrial Services, Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 260.32122.19EQ1.43011.



Charlie Pierce, Mayor

6/18/2021

Date

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	260.32122.19EQ1.43011
Amount	\$262,785.99
By: PP SD for Bth	Date: 6/17/2021

Kenai Peninsula Borough

Road Service Area

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: June 15, 2021


RE: Authorization to Award a Contract for ITB21-028 Summer & Winter Road Maintenance – East Region Unit 3

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-028 Summer & Winter Road Maintenance, East Region Unit 3. Bid packets were released on April 21, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on April 21, 2021 and in the Seward Journal on April 22, 2021.

The project consists of furnishing all labor, materials and equipment to perform summer and winter road maintenance.

On the due date of May 13, 2021, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$369,133.32 was submitted by Metco Alaska, LLC.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43592.



 Charlie Pierce, Mayor

6/16/2021

 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>FY22 - 236.33950.00000.43592</u>
Amount	<u>\$369,133.32</u>
By: <i>PP</i> <i>BH</i>	Date: <u>6/16/2021</u>

NOTES:

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-028 S & W Maintenance - E3 Region

CONTRACTOR	LOCATION	BASE BID
Metco Alaska, LLC	Seward, AK	\$369,133.32

DUE DATE: May 13, 2021

KPB OFFICIAL:


John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: June 16, 2021

RE: Authorization to Award a Contract for RFP21-008 Ambulance Billing Service

On May 11, 2021, the Kenai Peninsula Borough Finance Department formally solicited proposals for RFP21-008 Ambulance Billing Service. The request for proposals was advertised in the Peninsula Clarion and the Anchorage Daily News on May 11, 2021.

The project consists providing medical billing services for ambulance service.

On the due date of May 26, 2021, five (5) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
Systems Design West	Poulsbo, Washington	346
Wittman Enterprises, LLC	Rancho Cordova, California	332
Quick Med Claims, LLC	Pittsburgh, Pennsylvania	264
Change Healthcare Technology Enabled Services, LLC	Alpharetta, Georgia	243
ImageTrend, Inc.	Lakeville, Minnesota	213

The highest ranking proposal, which includes a cost factor, was submitted by Systems Design West with a lump sum cost proposal of \$46,948.00. The proposal review committee recommends award of a contract to Systems Design West of Poulsbo, Washington. Your approval for this award is hereby requested.

Funding of this contract will be charged to account number 206.51110.00000.43011, 209.51410.00000.43011, 211.51610.00000.43011, and 212.51810.00000.43011.



 Charlie Pierce, Mayor

6/16/2021

 Date

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED – FY2022			
Acct. No. <u>206.51110.00000.43011</u>	Amt: <u>\$18,724.00</u>	Acct. No. <u>209.51410.00000.43011</u>	Amt: <u>\$7,500.00</u>
Acct. No. <u>211.51610.00000.43011</u>	Amt: <u>\$18,724.00</u>	Acct. No. <u>212.51810.00000.43011</u>	Amt: <u>\$2,000.00</u>
By: <u>PP</u>	Date <u>6/16/2021</u>		

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Rachel M. Parra, Director *RP*

DATE: June 21, 2021

RE: Purchase of a Zamboni 546 through the Zamboni Company, under the SourceWell Contract

The North Peninsula Recreation Service Area (NPRSA) requires replacement of their 1974 ice resurfer; used to maintain and groom the ice rink at the Jason Peterson Memorial Ice Rink. The existing machine has failed mechanically and is no longer a reliable piece of equipment. The North Peninsula Recreation Service Area Board and the Kenai Peninsula Borough Assembly approved this equipment purchase during the FY22 budget process.

It is our preference and in the best interest of the Kenai Peninsula Borough/ NPRSA to use the Zamboni Company USA for the purchase of a Zamboni 546. There are very few manufacturers that produce this specialized equipment. Quotes were solicited from Zamboni and Olympia. Olympia (CTM Services) quoted \$128,415. Zamboni quoted through SourceWell at \$119,740.

Your approval is hereby requested. Funding for this project is in account number 459.61110.22451.48311.

Brandi Harbaugh for CP
Charlie Pierce, Mayor

6/24/2021

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct:	<u>459.61110.22451.48311</u>
Amount:	<u>\$119,740.00</u>
By: <i>PP</i> <i>BH</i>	Date: <u>6/24/2021</u>
NOTES: Funds will be available on 7/1/2021.	

Introduced by:	Mayor
Date:	06/15/21
Action:	Postponed to 08/03/21
Vote:	8 Yes, 0 No, 1 Absent
Date:	08/03/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-046**

**A RESOLUTION CLASSIFYING 420 ACRES OF BOROUGH LAND LOCATED
WITHIN SECTION 1, T5S, R14W, SEWARD MERIDIAN, ALASKA AS RURAL
AND AGRICULTURE**

WHEREAS, the Kenai Peninsula Borough has received title to the subject land; and

WHEREAS, pursuant to KPB Chapter 17.10.080 classification provides direction for the management of borough land; and

WHEREAS, public notice was published and notification was sent to land owners and/or leaseholders of record within a one-half mile radius of the land proposed for classification, applicable departments, agencies, and interested parties in accordance with KPB 17.10.080(H); and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular scheduled meeting of June 14, 2021, recommended approval by majority consent;

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

SECTION 1. Based on the findings of fact, analysis, and conclusions contained in the staff report of June 14, 2021, the following classifications for borough lands described below are compatible with the surrounding land use.

SECTION 2. The following described borough land shall be classified as follows:

PARCEL No.	GENERAL LOCATION	LEGAL DESCRIPTION	ACRES	CLASSIFICATION
Portion of 171-040-22	Anchor Point	Section 1, T5S, R14W, S.M.: NE1/4NW1/4	40±	Rural
Portion of 171-040-22	Anchor Point	Section 1, T5S, R14W, S.M.: SE1/4NW1/4 & NE1/4SW1/4 & S1/2SW1/4 & N1/2NE1/4 & SW1/4NE1/4 & NW1/4SE1/4 & W1/2SW1/4SE1/4 & W1/2SE1/4SW1/4 & SE1/4 & W1/2NE1/4SW1/4SE1/34 & NW1/4SE1/4NE1/4 & N1/2NE1/4SE1/4NE1/4 & SW1/4NE1/4SE1/4NE1/4 & NE1/4SW1/4SE1/4NE1/4 & W1/2SW1/4SE1/4NE1/4 & NW1/4NW1/4NE1/4SE1/4	380±	Agriculture

SECTION 2. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF JUNE, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

06/15/21 Vote on Motion to Postpone to 08/03/21:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Johnson, Hibbert

No: None

Absent: Elam

Yes:

No:



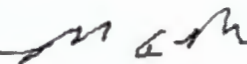
Absent:


Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Melanie Aeschliman, Planning Director 
Marcus Mueller, Land Management Officer 

FROM: Julie Denison, Land Management Technician 

DATE: June 1, 2021

RE: Resolution 2021-046, Classifying 420 Acres of Borough Land Located within Section 1, T5S, R14W, Seward Meridian, Alaska as Rural and Agriculture (Mayor)

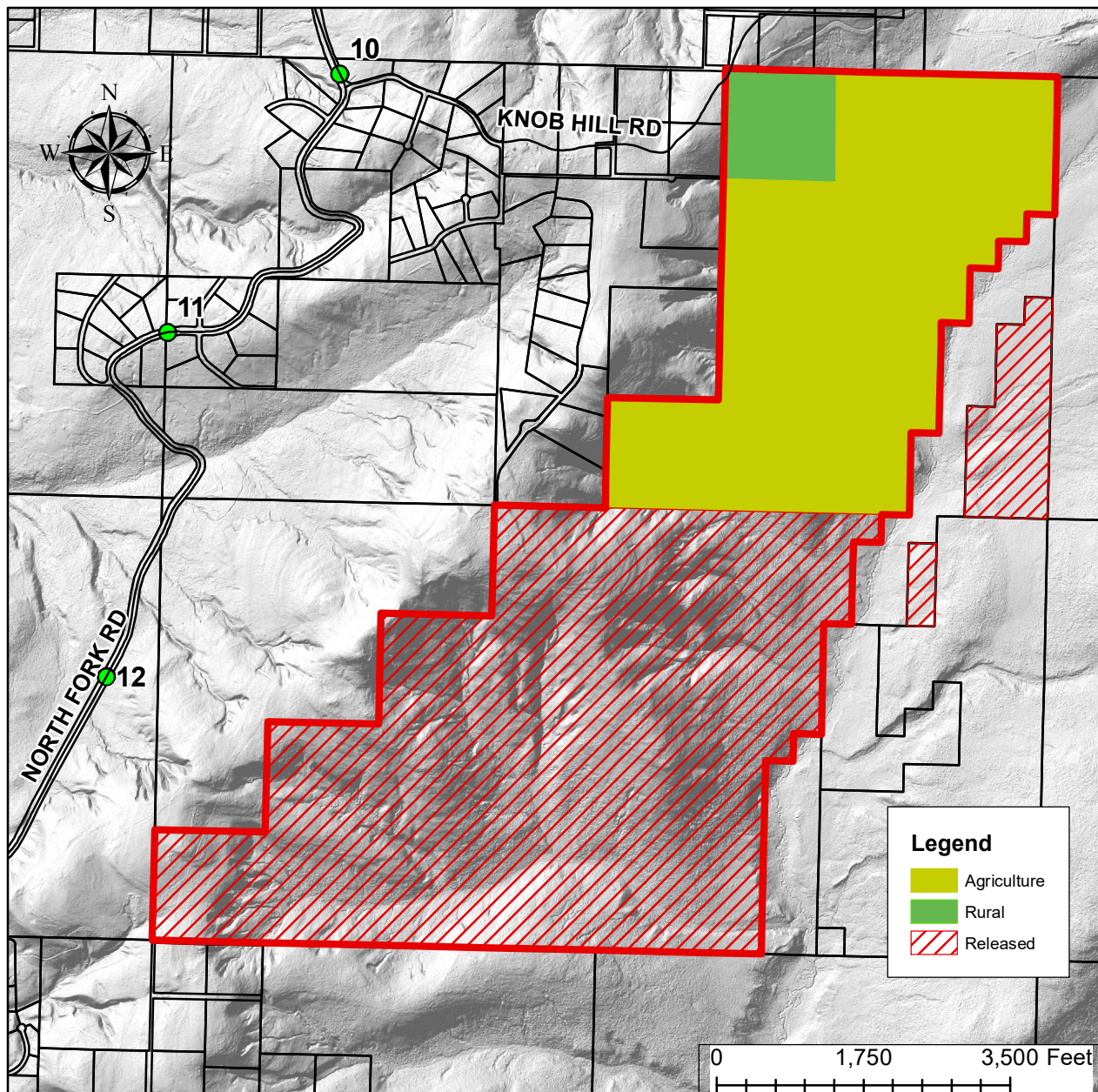
Pursuant to KPB 17.10.080, classification provides direction on how the Borough should manage its land. An application has been received to classify a 40-acre portion of a 1,115.64-acre parcel in the Anchor Point area. The parcel is subject to a 55-year Grazing-Resource Management lease issued by the State of Alaska in 1974. Land Management proposes to classify an additional 380-acre portion to reflect the uses currently conducted and the land's ability to support agriculture. The remaining 695-acres of the parcel are not being proposed for classification.

Public notice was published and notification was sent by US mail as required to all owners/leaseholders of record within a one-half mile radius of the parcel proposed for classification. Notice was also sent to borough and state agencies. The notice consists of a cover letter, map and list of land classification definitions.

The attached draft staff report provides information regarding the classification process and detailed information regarding the parcel proposed for classification. This resolution would classify a 420-acre portion of the parcel, consistent with the findings contained in the staff report.

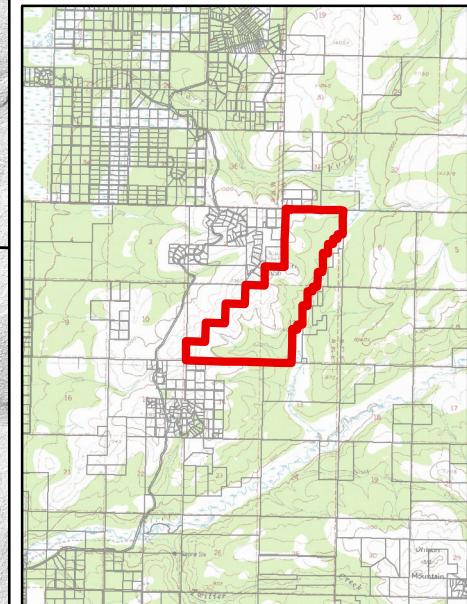
This resolution is scheduled to come before the Planning Commission at its June 14, 2021 meeting. The recommendations of the Planning Commission will be submitted to the assembly prior to its consideration of this resolution.

Your consideration of this resolution is appreciated.



Proposed Land Classification

Assessor Tax
Parcel Number
171-040-22



Legend

-  Agriculture
-  Rural
-  Released

*The information depicted hereon
is for a graphical representation
only of best available resources.*

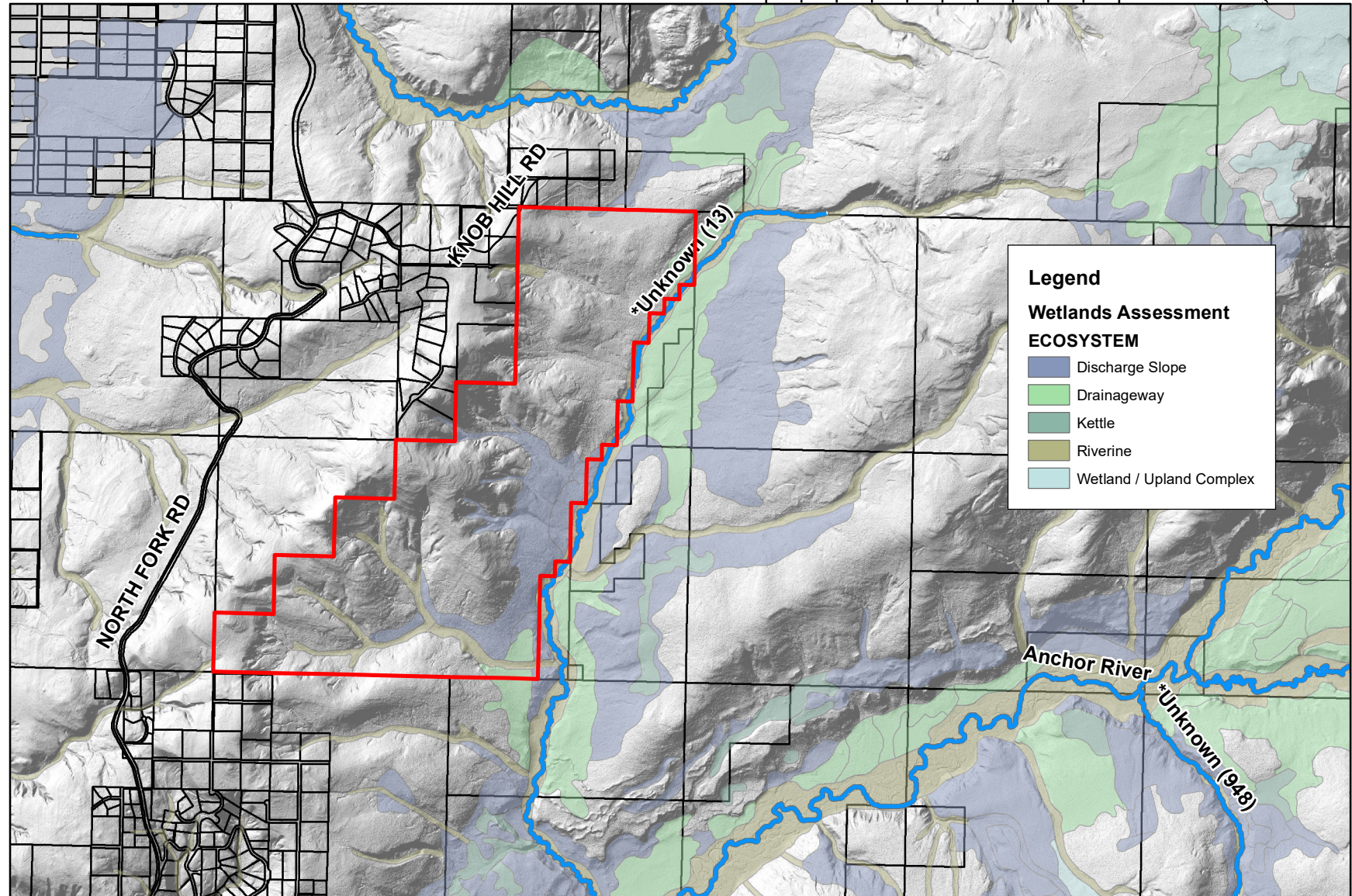
*The Kenai Peninsula Borough
assumes no responsibility for
any errors on this map*

jd 4.29.21

TOPOGRAPHY

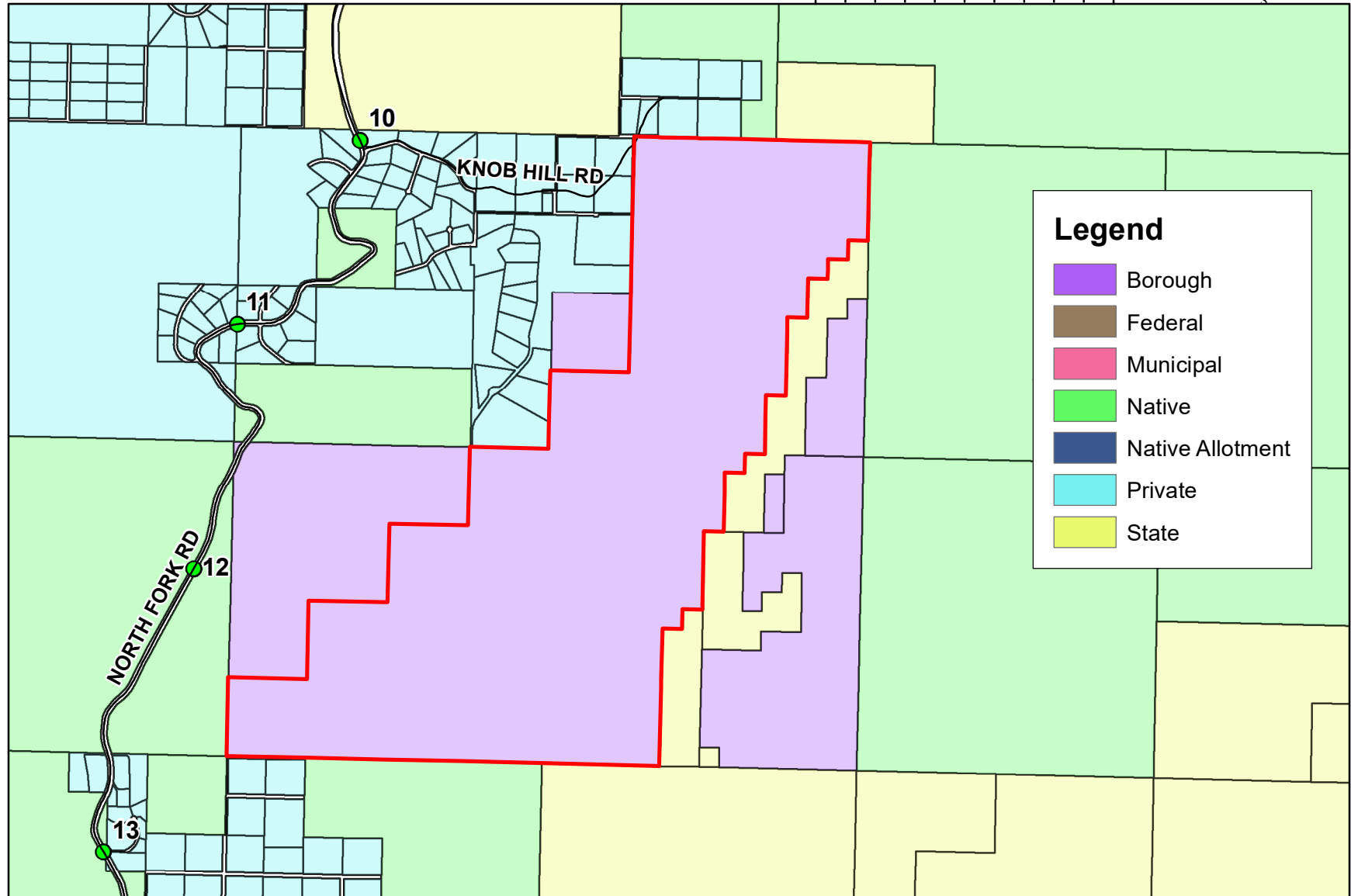
APN: 17104022

0 3,950 7,900 Feet



SURROUNDING LAND OWNERSHIP

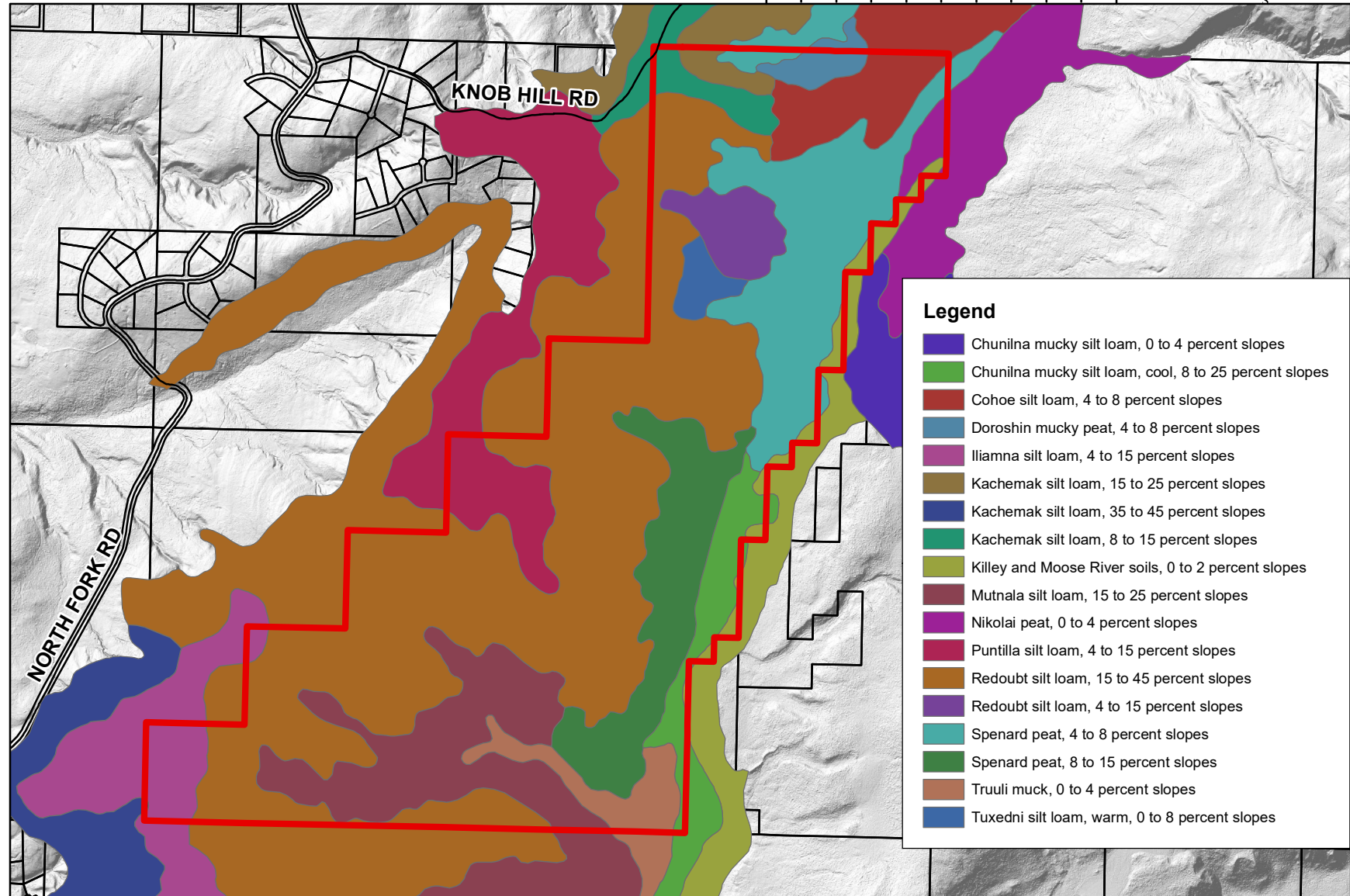
APN: 17104022



SOILS

APN: 17104022

0 2,350 4,700 Feet



____. Proposed Classification of 420 acres of Borough Land Located in the Anchor Point Area, Pursuant to KPB Code of Ordinances, Chapter 17.10.080(G).

STAFF REPORT

PC Meeting: June 14, 2021

Petitioner: Ronald and Charlotte Broste.

Basis for Classification: To establish the most appropriate use and management intent of borough land. This parcel is not classified.

Proposed Classifications:Rural

Rural means lands which are located in a remote area. This classification will have no restrictions.

Agriculture

Agriculture means activities that result in products for human or animal use. Agriculture activities may include raising crops, animals, or grazing animals. Agriculture does not include human habitation.

Location of Borough Land Proposed for Classification: As shown on the attached map, the land proposed for classification is located in the Anchor Point area on Epperson Knob, Section 01, Township 05 South, Range 14 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska, containing 420 acres more or less (APN: 17104022).

Public Notice: Public notice was published in the Peninsula Clarion Newspaper on May 16 & 26, 2021 and in the Homer News on May 20 & 27, 2021. Public notice is sent to all land owners and/or leaseholders within a one-half mile radius of the land proposed to be reclassified, applicable agencies, and interested parties. The notice consists of a cover letter, map and list of land classification definitions. Written public comments were requested to be returned by 5:00 p.m. on June 2, 2021 to be included in the Planning Commission mail-out packets.

Anchor Point Advisory Planning Commission (APAPC) Review: The APAPC is scheduled to hold a public meeting on June 10, 2021. The APC's recommendation will be forwarded to the Planning Commission.

Department / Agency Review: The following agencies provided written comments:

- KPBSD; No Comment
- River Center; No Objection. Any development within 50 feet of ordinary high water of the regulated anadromous stream along the southeastern property line is subject to KPB Chapter 21.18.
- Maintenance/Roads; No Objection

Findings of Fact:

1. Property Status: The borough received title by State patent. The patent is subject to the petitioners lease issued by the State of Alaska in 1974 as ADL 63239 for a 55-year term. The parcel is subject to a Community Trail Management Agreement with Snomads, Inc. Hidden Hills Trail is shown as traversing through the property, however, the trail, its location and status is unverified and not currently maintained by Snomads.
2. Topography: Subject parcel is located on east side Epperson Knob and contains many areas of escarpment. The parcel is relatively steep with discharge and riverine ecosystems which feed into *Unknown (13) river, Anchor River, and North Fork Anchor River, each being cataloged as anadromous waterbodies. There are a few areas of relatively flat, rolling terrain.

Source Data: Homer Soil & Water Conservation District

Land cover on the parcel is primarily white or black spruce, with areas of dwarf, low, and tall shrub.

Source Data: UAA, [Alaska Land Cover and Wetlands](#)

3. Soil:

3.3% Chuniilna mucky silt loam. 8% to 25% slopes, poorly drained with a depth to water table at 28 inches or less, very limited for a dwelling with a basement and for a commercial building site, somewhat limited for a dwelling without a basement.

4% Cohoe silt loam. 4% to 8% slopes, well drained with a depth to water table at more than 80 inches, not limited for a dwelling with or without a basement, somewhat limited for a commercial building site.

1% Doroshin mucky peat. 4% to 8% slopes, very poorly drained with a depth to water table at more than 80 inches, very limited for a dwelling with or without a basement and for a commercial building site.

2.3% Iliamna silt loam. 4% to 15% slopes, well drained with a depth to water table at more than 80 inches, somewhat limited for a dwelling with or without a basement and very limited for a commercial building site.

1.5% Kachemak silt loam. 8% to 15% slopes, well drained with a depth to water table at more than 80 inches, somewhat limited for a dwelling with or without a basement and very limited for a commercial building site.

0.9% Kachemak silt loam. 15% to 25% slopes, well drained with a depth to water table at more than 80 inches, very limited for a dwelling with or without a basement and a commercial building site.

1.5% Killey and Moose River soils. 0% - 2% slopes, poorly drained with a depth to water table between 12 and 24 inches, and very limited for dwellings with or without a basement and a commercial building site.

10.7% Mutnanla silt loam. 15% to 25% slopes, well drained with a depth to water table at more than 80 inches, very limited for dwellings with or without a basement and a commercial building site.

0.9% Nikolai peat. 0% to 4% slopes, poorly drained with a depth to water table about 0 to 18 inches, very limited for dwellings with or without a basement and a commercial building site.

3.5% Puntilla silt loam. 4% to 15% slopes, well drained with a depth to water table at more than 80 inches, somewhat limited for a dwelling with or without a basement and very limited for a commercial building site.

2.7% Redoubt silt loam. 4% to 15% slopes, well drained with a depth to water table at more than 80 inches, somewhat limited for dwellings with or without a basement and very limited for a commercial building site.

42.6% Redoubt silt loam. 15% to 45% slopes, well drained with a depth to water table at more than 80 inches, very limited for dwellings with or without a basement and a commercial building site.

12.4% Spenard peat. 4% to 8% slopes, very poorly drained with a depth to water table about 8 to 24 inches, very limited for dwellings with or without a basement and a commercial building site.

8.8% Spenard peat. 8% to 15% slopes, very poorly drained with a depth to water table about 8 to 24 inches, very limited for dwellings with or without a basement and a commercial building site.

2.7% Truuli muck. 0% to 4% slopes, poorly drained with a depth to water table about 8 to 18 inches, very limited for dwellings with or without a basement and a commercial building site.

1.2% Tuxedni silt loam. 0% to 8% slopes, somewhat poorly drained with a depth to water table about 14 to 30 inches, very limited for a dwelling with a basement, somewhat limited for a dwelling without a basement and a commercial building site.

Source Data: USDA Natural Resource Conservation Service [Web Soil Survey](#)

4. Surrounding Land Use. Subject land is a large acre parcel containing 1,115.64 acres. The parcel is situated between the North Fork Anchor River and the Anchor River and is surrounded by recreational land uses. Some residential uses exist to the west, while land to the east is primarily undeveloped, large acre parcels.
5. Surrounding Land Ownership. The borough owns five other parcels which abut the subject parcel or are within close proximity. Nine privately owned parcels abut the north, west, and south of the parcel. The remaining surrounding ownership is State of Alaska and Cook Inlet Region, Inc.
6. Access. Access to the parcel is provided by Knob Hill Road, an existing gravel road located at approximately MP 10 of North Fork Road. The borough provides maintenance on the first 2,350 feet of Knob Hill Road, which ends approximately 2,900 feet from the subject parcel.

A 50' wide section line easement exists on each side of the section lines common to Section 1, T05S, R14W and Section 31, T04S, R13W, Section 1, T05S, R14W and Section 6, T05S, R13W, and Sections 1 & 12, T05S, R14W. A 33' wide section line easement exists on each side of the section line common to Sections 1 & 2, T05S, R14W, Seward Meridian.

Knob Hill Road is a prior existing road which has been dedicated in part. A 100'-wide grant of right of way easement was issued in 1974 to the Alaska Department of Highways along the existing road for ingress and egress to a gravel pit known as Material Source 21-1-04-1, recorded in Book 88 Page 980, Homer Recording District.

When the subject parcel is subdivided, rights-of-way will be dedicated, including Knob Hill Road and a matching dedication at Biblegum Street.

7. Utilities. Electric and telephone utilities are available. No other utilities are available at this time.

Analysis:

Access to the parcel is from Knob Hill Road and utilities are within close proximity. Over the last 42 years, the parcel has been developed to support grazing operations, and is currently operated as *Circle B Ranch*. Since 2011, the petitioners have maintained a non-commercial land use permit for structures used to support farming and agriculture but were not allowed under the grazing lease. An approved Grazing Lease Conservation Plan for the leasehold was developed in conjunction with the Homer Natural Resource Conservation Service. The draft South Peninsula Plan recommends a rural classification for this parcel. There is no comprehensive land use plan for borough lands in the Anchor Point area.

The intent of this classification is to reflect the uses currently conducted within the leasehold and the recommendation of the draft South Peninsula Plan. Land Management has identified this parcel as being capable of supporting agriculture and is proposing to classify 380-acres as agriculture. In consideration of a negotiated sale of 40-acres, Petitioners are willing to release the south 695 acres from the lease. Classification of this area is not proposed.

An agriculture classification meets the objectives of Goal 1, Focus Area: Agriculture and Mariculture, Objective A, Strategies 1 & 2, as well as Objective B, Strategy 1 and Goal 2, Focus Area: Land Use, Objective C, Strategies 1 & 2 of the Kenai Peninsula Borough Comprehensive Plan.

Conclusion:

RURAL CLASSIFICATION: (40-acres)

The proposed Rural classification is compatible with the surrounding land use. A Rural classification is consistent with the recommendation of the draft South Peninsula Plan and is appropriate for the current onsite activities.

AGRICULTURE CLASSIFICATION: (380-acres)

The proposed Agriculture classification is compatible with the surrounding land use in that the parcels abutting the subject land are large acreage parcels of undeveloped land. An Agriculture classification is appropriate and is supported by the Kenai Peninsula Borough Comprehensive Plan.

STAFF RECOMMENDATION: Based on the findings of fact, analysis, and conclusion, KPB staff recommends that the KPB Planning Commission recommend adoption of the resolution classifying subject 40-acres as Rural and 380-acres as Agriculture, as shown on Attachment 'A' of the Resolution.

END OF STAFF REPORT

Hello

To: the Planning Committee

June 11, 2021

From: Michael Mungoven, 34287 Bluegrass Street, Anchor Point

Re: Classification of 380 acres on the East side of Epperson Knob near Anchor Point. APN 17104022.

I went to the Anchor Point Chamber of Commerce on June 10 at 7 pm to take part in the AP advisory planning meeting regarding this issue. No one showed up so I can only conclude that the meeting was cancelled or rescheduled and I missed the notice.

I oppose classifying that acreage in parcel 17104022 as Agricultural. Recreational or Preservation would be a better classification.

My standing: My wife and I own 6 lots in Knob Hill subdivision adjacent to this land. I was part of the USDA-NRCS soils crew that mapped the Kenai Peninsula between 1995 and 2004 and I personally mapped areas close to this land. We ski, hike, and snowshoe on this ground and know it well.

My argument:

~32% of the soils on this land are classified as poorly drained or wetter.

~55% of this terrain is classified as steep or very steep.

Item #2 in the staff report about this classification says quite clearly "The subject parcel contains many areas of escarpment. The parcel is relatively steep with discharge slopes and riverine ecosystems that drain into anadromous water bodies (the Anchor River). There are few areas of relatively flat rolling terrain". Those are thorough staff observations.

The conclusion of the staff report claims that the classification is compatible with surrounding land use. I disagree. The uses of this parcel and adjacent lands are recreational, including snow machining, hunting, hiking, skiing, and snowshoeing. Fences associated with agricultural uses are not compatible with any of these activities.

The soils of this area have high erosion potential and are subject to high compaction. Most of this parcel that's not wet is really steep. The naturally high K value (a measure of erodibility) of these soils is multiplied by the long steep slopes found here. The fact that these slopes are a favorite of local backcountry skiers is indicative of their steep nature.

The area also contains important wildlife habitat. Wolves, bears, lynx, and moose use the area extensively. We have observed brown bear dens in some of the drainages. Salmon can be found in the stream flowing in the valley below. It is an important travel corridor for creatures from this interior valley to the lowlands around Anchor Point. The land sits above and adjacent to the Anchor River critical habitat area. As for accessibility, the downed timber from the mid 90's beetle kill is extensive and makes passage through the forested areas really hard. All in all, this plot is an important part of the Anchor River ecosystem that produces salmon and moose for local subsistence.

This area and the land to the west side of Epperson Knob are part of a current grazing lease. Over the years my wife and I and our neighbors have removed a lot of abandoned barbed wire from the slopes to the west of Epperson Knob. Barbed wire is dangerous to skiers and wildlife. People have been injured

due to running into downed barbed wire while skiing. Furthermore, the area of the current grazing lease along North Fork Road is littered with abandoned vehicles, trailers, and old junk piles. I can't imagine this is what the borough wants to see on agricultural lands.

Very little of this area is suitable for general agriculture (~7% in my view). Even less of this land is suitable for grazing than for general ag. We live on the old Epperson homestead where cattle raising was tried and failed. I encourage the planners to consider putting this land into a Recreation or Preservation classification. We strongly believe that the best use of this area is for subsistence and recreation for the common good of all Borough residents.

Michael Mungoven


June 11, 2021.

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk

FROM: Michele Turner, Deputy Borough Clerk 

DATE: June 15, 2021

RE: Resolution 2021-046: Classifying 420 Acres of Borough Land Located within Section 1, T5S, R14W, Seward Meridian, Alaska as Rural and Agriculture (Mayor)

Per KPB 22.40.050(F), the borough clerk, or the clerk's designee in his or her absence, has the authority to revise pending resolutions and ordinances prior to assembly action, by filling in any blanks in the legislation stating advisory board recommendations made concerning the legislation. This serves as our memorandum to advise the assembly of same.

Conforming to the Planning Commission's actions, the fourth Whereas clause has been updated to read:

"**WHEREAS**, the Kenai Peninsula Borough Planning Commission, at its regular scheduled meeting of June 14, 2021, recommended approval by majority consent;"

Thank you.

Turner, Michele

From: Shirnberg, Ann
Sent: Tuesday, June 15, 2021 6:16 AM
To: Turner, Michele; Broyles, Randi
Subject: Planning Commission 06-14-21 Resolution Recommendations

Importance: High

Good Morning,

The following resolutions were recommended for approval at the 6-14-21 Planning Commission meeting:

- Resolution 2021-044 passed by unanimous vote.
- Resolution 2021-045 passed by unanimous vote.
- Resolution 2021-046 passed by majority vote (7-Yes, 4-No)
- Resolution 2021-048 passed by unanimous vote.

Thank You,

Ann Shirnberg
Administrative Assistant
Planning Department
(907) 714-2215

KENAI PENINSULA BOROUGH
144 North Binkley Street
Soldotna, Alaska 99669



PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

Introduced by: Derkevorkian, Carpenter
Date: 06/15/21
Hearing: 08/03/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-24**

**AN ORDINANCE AMENDING KPB 22.40.080 TO LIMIT ASSEMBLY MEMBER'S
CLOSING COMMENTS TO THREE MINUTES**

WHEREAS, assembly meetings provide the venue for the assembly to consider and either approve or disapprove proposed ordinances and resolutions after hearing comments offered by members of the public; and

WHEREAS, borough code at KPB 22.40.080 provides for public comment on action items or any other matters not appearing on the agenda; and

WHEREAS, public comment time is limited to three minutes per speaker for public comment opportunity on the agenda; and

WHEREAS, assembly members are afforded the opportunity to make comments after all action items have been completed and no time limit is imposed on assembly member comments during this final part of the meeting; and

WHEREAS, it is in the best interests of the public's time to align the assembly's closing comment period with the public's comment time limitation of three minutes;

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

SECTION 1. That KPB 22.40.080 is hereby amended as follows:

22.40.080. Agenda—Order of business.

The order of business shall be:

Call to order;

Pledge of allegiance;

Invocation;

Roll call;

Committee reports;

Vacancy, designation or seating members (only when needed);

Approval of agenda and consent agenda;

Approval of minutes;

Commending resolutions and proclamations;

Presentations with prior notice (20 minutes total);

Public comments on items not appearing on the agenda (three minutes per speaker; 20 minutes aggregate);

Items not completed from prior agenda;

Public hearings on ordinances (Testimony limited to 3 minutes per speaker);

Unfinished business

1. Postponed items
2. Notices to reconsider/rescind;

New business;

1. Bid awards
2. Resolutions
3. Ordinances for introduction
4. Other (including addition of late items);

Mayor's Report;

Public comments and public presentations (Limited to 3 minutes per speaker);

Assembly comments **(Limited to 3 minutes per assembly member)**;

Pending legislation;

Informational materials and reports;

Assembly meeting and hearing announcements;

Adjournment

SECTION 2. 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

Assembly

MEMORANDUM

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

FROM: Richard Derkevorkian, Assembly Member *RD*

DATE: June 3, 2021

RE: Ordinance 2021-24, Amending KPB 22.40.080 to Limit Assembly Members' Closing Comments to Three Minutes (Derkevorkian)

This ordinance is brought forward to amend KPB 22.40.080, Agenda – Order of business and is in the best interest of the public's time.

This ordinance, if approved, would limit the assembly's closing comment period to three minutes per assembly member in alignment with the public's comment time limitations.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	06/15/21
Hearing:	08/03/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-25**

**AN ORDINANCE AMENDING KPB 2.58.058 (A) TO CLARIFY THAT ASSEMBLY
MEMBERS MAY SERVE ON THE BOARD OF EQUALIZATION**

WHEREAS, KPB 2.58.058 was enacted in Ordinance 85-95 to prohibit assembly members from serving on any borough board or commission; and

WHEREAS, the whereas clauses indicate that serving in both capacities would be considered as holding incompatible offices; and

WHEREAS, Alaska Statute 29.45.200 specifically provides that the governing body sits as a board of equalization for the purpose of hearing an appeal from a determination of the assessor or it may delegate this authority to one or more boards appointed by it; and

WHEREAS, KPB 2.58.058(A) has not been construed to prevent assembly members from serving on the Board of Equalization; and, as this provision in the Alaska Statutes specifically authorizes assembly members to serve on the Board of Equalization, it supersedes the borough code provision; and

WHEREAS, to avoid confusion KPB 2.58.058(A) should be amended to clarify that assembly members may serve on the Board of Equalization;

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

SECTION 1. That KPB 2.58.058(A) is hereby amended as follows:

2.58.058 Prohibition of Dual Service on Assembly and Borough Boards and Commissions, and on Assembly Members' Eligibility for Employment by the Borough.

- A. No assembly member may serve on any borough board or commission except that assembly members are authorized to serve on the borough Board of Equalization.
- B. An assembly member shall not be eligible for employment for which a wage is paid by the borough until one year has elapsed

from the date the member leaves the assembly. This does not preclude appointment of assembly members within the one-year period to borough boards or commissions for which a per diem amount, but no wage, is paid. While an assembly member may not simultaneously serve as an assembly member and borough mayor, nothing in this provision shall render an assembly member ineligible to run for borough mayor and, if elected, to serve as borough mayor at any time.

SECTION 2. 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:

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Colette Thompson, Borough Attorney *CT*

DATE: June 1, 2021

RE: Ordinance 2021-25, Amending KPB 2.58.058(A) to Clarify that Assembly Members may Serve on the Board of Equalization (Mayor)

The administration recently noticed that KPB 2.58.058(A) prohibits assembly members from serving on any borough board or commission. This was enacted in response to a determination that simultaneous service on these boards, such as service area boards, would be incompatible.

KPB 2.58.058(A) has never been construed to prohibit an assembly member from serving on the Board of Equalization. Alaska statutes clearly authorize assembly members' service on the BOE, and that statute supersedes the code. This ordinance would amend KPB 2.58.058(A) to clarify that it does not apply to assembly membership on the BOE.

Your consideration is appreciated.

Introduced by: McGahan
Carey
Date: Dec. 3, 1985
Hearing: Jan. 21, 1986
Vote: Unanimous
Action: Enacted

KENAI PENINSULA BOROUGH

ORDINANCE 85-95

AMENDING THE BOROUGH CONFLICT OF INTEREST ORDINANCE TO PROHIBIT DUAL SERVICE ON THE ASSEMBLY AND ANY BOROUGH BOARD OR COMMISSION.

WHEREAS, a recent question has been raised about whether an assembly member serving on both the assembly and a Borough board or commission could be considered as holding "incompatible offices"; and

WHEREAS, it is in the public interest to avoid the problem of holding incompatible offices; and

WHEREAS, it is in the public interest to establish a policy by ordinance that prohibits such dual office holding in the future;

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

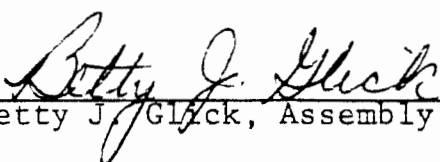
Section 1. That KPB 2.58 is amended by adding a new section to read as follows:

2.58.058 Prohibition of dual service on assembly and Borough boards and commissions. No assembly member may serve on any Borough board or commission.

Section 2. That assembly members serving as elected members of a Borough board or commission as of the effective date of this ordinance may serve their full terms on such Borough board and/or commission, but may not be reelected or reappointed.

Section 3. That this ordinance shall take effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 21st DAY OF January, 1986.


Betty J. Gluck, Assembly President

ATTEST:


Joanne Brendley
Borough Clerk

Introduced by:	Mayor
Date:	06/15/21
Hearing:	08/03/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-26**

**AN ORDINANCE AMENDING KPB 2.24.010 TO MODIFY THE RISK MANAGEMENT
COMMITTEE SCHOOL DISTRICT MEMBER'S REQUIREMENTS**

WHEREAS, the borough code identifies members of the risk management committee and currently lists the borough school district member as an employee of the school district with significant responsibility for managing school district finances; and

WHEREAS, the current school district member is retiring and the superintendent would like to appoint a person with significant human resources experience or responsibility for managing school district finances; and

WHEREAS, a person charged with significant responsibility for managing human resources or overseeing school district finances would be knowledgeable in areas managed by the risk management committee and best represent the interests of the school district on the committee; and

WHEREAS, a significant component of the risk management committee's work includes reviewing workers' compensation claims, employee safety, and property and liability claims;

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

SECTION 1. That KPB 2.34.010 is hereby amended as follows:

2.34.010. Risk Management Office established - Administrator.

There is in the human resources department, the office of risk management. The office of risk management shall be administered by the claims manager and a risk management committee consisting of the Kenai Peninsula Borough attorney, the Kenai Peninsula Borough finance director and an employee of the Kenai Peninsula Borough School District who has significant responsibility for managing school district finances and/or human resources and is appointed by the Superintendent. The members of the risk management committee may each designate a person to act as a committee member in the event of absence of that committee member. Meetings of the risk management

committee shall be held on a regular monthly basis, and are exempt from the Open Meetings Act as now enacted or as may be hereinafter amended.

SECTION 2. 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
Legal Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 

FROM: Colette Thompson, Borough Attorney 
Brandi Harbaugh, Finance Director 

DATE: June 3, 2021

RE: Ordinance 2021-26, Amending KPB 2.34.010 to Modify the Risk Management Committee School District Member's Requirements (Mayor)

The borough code at KPB 2.34.010 establishes the office of risk management in the borough human resources department. It also establishes the risk management committee, which is responsible for administering the office of risk management in conjunction with the claims manager. It provides that the risk management committee members shall include the borough finance director, the borough attorney, and an employee of the school district who has significant responsibility for managing school district finances.

The new school district superintendent would like to appoint the school district human resources manager to the risk management committee. Much of the work done by the risk management committee crosses over into human resources concerns including worker's compensation claims, other litigation relating to human resources issues, and employee safety. This ordinance would amend the language to provide that the school district member will have significant responsibility for managing school district finances and/or human resources.

Your consideration of this ordinance would be appreciated.