



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, August 3, 2021

6:00 PM

Betty J. Glick Assembly Chambers

Zoom ID: 938 6524 5999 Passcode: 886199

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 Leslie Rohr.]

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:

July 7, 2021 Regular Assembly Meeting Minutes

Resolution 2021-058 – CES Self-Contained Breathing Apparatus Project

Resolution 2021-059 – Accepting Rescue Vehicle from City of Kodiak to WESA

Ordinance 2020-19-37 – Unfunded PERS Liability Insurance

Ordinance 2021-19-06 – Appropriating Funds for Legal Counsel for Appeal

Ordinance 2021-19-07 – Appropriating \$330,000 for Insurance Premium for FY22

Ordinance 2021-19-08 – Accepting \$11,403,341 American Rescue Plan Act of 21

Ordinance 2021-19-09 – WESA Water Fill Site Project

Ordinance 2021-29 - Late Filed Senior Exemption

Ordinance 2021-30 – Late Filed Non-Profit Exemption

Ordinance 2021-31 – Amending Master Lease with ADT and Public Facilities

Ordinance 2021-32 – Authorizing Lease with Cozy Inn, Kenai

KPB 3308 - Purgatory Cannabis Letter of Non-Objection

KPB 3358 – Petition to Vacate, English Bay Plat

KPB 3362 – Petition to Vacate, Stanley's Meadow Subdivision

KPB 3356 - Appointing New Chief of Staff as Administrative Officer

KPB 3365 – KESA Appointment

KPB 3367 – KPB Planning Commission Appointment

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

Ordinance 2021-19-04 – CPGH Hot Lap Upgrade

Ordinance 2021-27 – WISP Tower and Ground Lease Agreement. SpitwSpots, Inc.

Ordinance 2021-28 – Auth. To Lease to Robert Gibson, Alaska Land and Cattle Co.

APPROVAL OF MINUTES

- *1. [KPB-3387](#) July 6, 2021 Regular Assembly Meeting Minutes

Attachments: [July 6, 2021 Regular Assembly Meeting Minutes](#)

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

(20 minutes total)

1. [KPB-3384](#) Resilience and Security Advisory Commission Presentation, Scott Waterman, Chair (10 Minutes)
2. [KPB-3385](#) South Peninsula Hospital Quarterly Report (10 Minutes)

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)

1. [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)

 Attachments: [Ordinance 2021-19-04](#)
 [Memo](#)
 [Amendment Memo 080321](#)

2. [2021-27](#) An Ordinance Authorizing WISP Tower and Ground Lease Agreement at Certain Locations with SpitwSpots, Inc. (Mayor)

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

3. [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)

 Attachments: [Ordinance 2021-28](#)
 [Memo](#)
 [Ak Land & Cattle MAP](#)
 [AK Land & Cattle Rate MAP](#)
 [Lease](#)
 [Farm and Rangeland Development Plan](#)

4. [2021-24](#) An Ordinance Amending KPB 22.40.080 to Limit Assembly Members' Closing Comments to Three Minutes (Derkevorkian, Carpenter)

 Attachments: [Ordinance 2021-24](#)
 [Memo](#)

5. [2021-25](#) An Ordinance Amending KPB 2.58.058(A) to Clarify that Assembly Members may Serve on the Board of Equalization (Mayor)

Attachments: [Ordinance 2021-25](#)
 [Memo](#)
 [Reference Copy 85-95](#)

6. [2021-26](#) An Ordinance Amending KPB 2.24.010 to Modify the Risk Management Committee School District Member's Requirements (Mayor)

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

UNFINISHED BUSINESS

NEW BUSINESS

1. Postponed Items

- a. [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. Notice to Reconsider

- a. [2021-054](#) A Resolution Classifying Certain Parcels of Borough Owned Land Pursuant to KPB 17.10.080 (Mayor)

[Clerk's Note: Assembly Member Dunne gave notice of reconsideration at the July 6, 2021 assembly meeting.]

Attachments:

[Resolution 2021-054](#)

[Memo](#)

[Land Classification Staff Report](#)

[Public Comments by Area](#)

[Staff Report Homer Exhibit A](#)

[Advisory Board Recommendation \(Dealt with on 070621\)](#)

[Public Comments 070621](#)

1. Resolutions

Resolutions referred to Finance Committee

- *a. [2021-058](#) A Resolution Modifying the Scope of the Existing Central Emergency Services Self-Contained Breathing Apparatus Capital Improvement Project (Mayor)

Attachments:

[Resolution 2021-058](#)

[Memo](#)

- *b. [2021-059](#) A Resolution Accepting the Donation of a 1992 Pierce Lance Rescue Vehicle from the City of Kodiak on Behalf of Western Emergency Service Area (Mayor)

Attachments:

[Resolution 2021-059](#)

[Memo](#)

[Authorization Letter](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

- *a.** [2020-19-37](#) An Ordinance to Record FY2021 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough toward the Borough's Unfunded PERS Liability (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2020-19-37](#)
 [Memo](#)
 [State of Alaska Letter](#)

- *b.** [2021-19-06](#) An Ordinance Appropriating Funds to the Legal Department for the Costs and Fees Associated with Hiring Outside Counsel to Represent the Kenai Peninsula Borough in an Appeal from an Administrative Agency (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-19-06](#)
 [Memo](#)

- *c.** [2021-19-07](#) An Ordinance Appropriating \$330,000 from the Insurance and Litigation Unrestricted Net Position for Additional Cost of Insurance Premium for FY2022 (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-19-07](#)
 [Memo](#)

- *d.** [2021-19-08](#) An Ordinance Approving and Accepting \$11,403,341 from the U.S. Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act of 2021 (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-19-08](#)
 [Memo](#)
 [Quick Reference Guide](#)

- *e.** [2021-19-09](#) An Ordinance Appropriating Funds for the Construction of the Western Emergency Service Area Emergency Fire Water Fill Site Project (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-19-09](#)
 [Memo](#)

- *f. [2021-29](#) An Ordinance Authorizing the Assessor to Accept One Late -Filed Senior Exemption Application for 2021 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-29](#)
[Memo](#)
[Reid Late Filed Application](#)

- *g. [2021-30](#) An Ordinance Authorizing the Assessor to Accept One Late-Filed Religious Exemption Application for 2021 and Providing an Exception to KPB 5.12.040(B) (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-30](#)
[Memo](#)

Ordinances for Introduction and referred to the Lands Committee

- *h. [2021-31](#) An Ordinance Authorizing an Amendment to a Master Land Lease Development Agreement with Alaska Department of Transportation and Public Facilities in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing to Include a Staging Area at Tract C Quartz Creek Subdivision and Appraisal Provisions (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-31](#)
[Memo](#)
[DOT - Quartz Master Lease Amendment](#)
[DOT - Master Lease Attachments 3&4](#)

- *i. [2021-32](#) An Ordinance Authorizing a Negotiated Lease at Fair Market Value with Edward and Kathleen Martin, dba Cozy Inn, in Kenai for a Parking Area (Mayor) (Hearing on 08/17/21)

Attachments: [Ordinance 2021-32](#)
[Memo](#)
[Cozy Inn Lease](#)
[Cozy Inn Lease Map](#)
[Cozy Inn Development Plan](#)

3. Other

Other Items referred to Finance Committee

- *a. [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 - Memo to Assembly](#)

[27520 - Planning Memo to Assembly](#)

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

[27520 - Aerial Maps](#)

Other items referred to Lands Committee

- *b. [KPB-3358](#) Petition to Vacate a Portion of C St. Right-of-way Adjoining Lot 1 Block 2 and Lot 3 Block 3 as Dedicated on US Survey No. 4901 Tracts A through D, Townsite of English Bay Plat SL 71-62. KPB File 2021-085V. (Mayor)

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at its July 12, 2021 by unanimous consent.]

Attachments:

[Petition to Vacate](#)

- *c. [KPB-3362](#) Petition to Vacate a 60' Right-of-way and Cul-de-sac on Adjoining Lots 8-A, 9-A, 10-A and 18-A per Stanley's Meadow Subdivision No 11 ADEC Power-Trip Replat HM 93-60 as Dedicated on Stanley's Meadow No. 11 HM 91-47. KPB File 2021-086V1(Mayor)

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at its July 12, 2021 by unanimous consent.]

Attachments:

[Petition to Vacate](#)

Other items referred to Policies and Procedures Committee

- *d. [KPB-3356](#) Approving the Appointment of Chief of Staff, Aaron Rhoades, as the Administrative Officer (Mayor)

Attachments: [Administrative Officer Designation](#)

- *e. [KPB-3365](#) Confirming the Appointment to the Kachemak Emergency Service Area Board (Mayor)

Roy J. Wilson, Seat C, Term Expires October 2021

Attachments: [Appointment](#)

- *f. [KPB-3367](#) Confirming the Appointment to the Kenai Peninsula Planning Commission (Mayor)

Robert Ruffner, Southwest Seat, Term Expires 07/31/2021

Attachments: [Planning Commission Appointment](#)

MAYOR'S REPORT

[KPB-3372](#) Mayor's Report Cover Memo

Attachments: [Cover Memo](#)

1. Assembly Requests/Responses
2. Agreements and Contracts

- a. [KPB-3373](#) Solid Waste Sole Source Waiver to Purchase Antiscalent/Antifoam Process Chemicals from AnalyTix Technologies, LLC.

Attachments: [Sole Source AnalyTix Tech](#)

- b. [KPB-3374](#) Authorization to Award a Contract for ITB21-033 Homer High School Partial Roof Replacement to Earhart Roofing Co., Inc.

Attachments: [Auth to Award ITB21-033](#)

- c. [KPB-3375](#) CES Sole Source Purchase Request of Fire Extinguisher Training Equipment from Sea Western Fire Equipment Inc.

Attachments: [Sole Source CES](#)

- d. [KPB-3376](#) WES Sole Source Purchasing Request for Medical Patient Simulator Training Package from iSimulate USA, Medical Patient Simulator Training

Attachments: [WES Sole Source](#)

- e. [KPB-3377](#) Authorization to Award a Contract for ITB21-036 Resch Road Fire Fill Site to Eberline Building, Inc., Soldotna, Alaska

Attachments: [Auth to Award ITB21-036](#)

3. Other

- a. [KPB-3378](#) Budget to Actual's Statement Report 271-CAR06

Attachments: [271CAR06 Budget to Actuals](#)

- b. [KPB-3379](#) FY21-4Q Economic Development Grant Reports

Attachments: [FY21-4Q Economic Development Grant Reports](#)

- c. [KPB-3380](#) FY21-4Q Senior Center Grant Reports

Attachments: [FY21-4Q Senior Center Grant Reports](#)

- d. [KPB-3381](#) Tax Adjustment Request Approval

Attachments: [Tax Adjustment Request Approval](#)

- e. [KPB-3382](#) Revenue-Expenditure Report - June 2021

Attachments: [Revenue-Expenditure Report - June 2021](#)

- f. [KPB-3383](#) Budget Revisions - June 2021

Attachments: [Budget Revisions - June 2021](#)

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION

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

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. August 17, 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, 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

[Clerk's Note: A moment of silence was observed.]

ROLL CALL

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

Excused: 1 - Tyson Cox

Also present were:

Charlie Pierce, Borough Mayor

Brandi Harbaugh, Borough Finance Director

Colette Thompson, Borough Attorney

Johni Blankenship, Borough Clerk

Michele Turner, Deputy Borough Clerk

COMMITTEE REPORTS

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

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

Assembly Member Bjorkman stated the Policies and Procedures Committee met and

discussed its agenda items.

APPROVAL OF AGENDA AND CONSENT AGENDA

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

[KPB-3353](#) LAYDOWN A Resolution Commending Colette Thompson for Her Contributions, Dedication, and Many Years of Public Service to the Borough (Mayor)
adopted

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

Excused: 1 - Cox

[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 enacted.

[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 enacted.

[2021-19-03](#) An Ordinance Appropriating Refinanced 2011 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)
[Clerk's Note: Section 1 was amended to read, "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.4999 to pay costs related to the issuance."]
This Budget Ordinance was enacted as amended.

[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)
This Resolution was adopted.

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- [2021-052](#) A Resolution Authorizing the Sole Source Purchase of Ambulances through HGAC-Buy Purchasing Cooperative (Mayor)
This Resolution was adopted.
- [2021-057](#) A Resolution Authorizing a Sole Source Procurement to Obtain a 9-1-1 Call Management System Replacement (Mayor)
This Resolution was adopted.
- [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)
[Clerk's Note: The title was amended to read, "A Resolution Authorizing the Mayor to Sign a Certificate of [SUPPORT] Approval for the Cooper Landing Volunteer Ambulance, Inc. Purchase of a Pumper Truck."

The Fourth Whereas clause to read, "the Borough Mayor, upon authorization of the Borough Assembly, may satisfy this IRC requirement by signing a Certificate of [SUPPORT] Approval of this purchase by CLES; and"

Section 1 to read as follows, "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] Approval accompanying this resolution."
This Resolution was adopted as amended.
- [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)
This Resolution was adopted.
- [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)
This Resolution was adopted.
- [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)

This Budget Ordinance was introduced and set for public hearing.

[2021-27](#)

An Ordinance Authorizing WISP Tower and Ground Lease Agreement at Certain Locations with SpitwSpots, Inc. (Mayor)

This Ordinance was introduced and set for public hearing.

[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)

This Ordinance was introduced and set for public hearing.

[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).]

approved

[KPB-3309](#)

Confirming the Appointments to the Eastern Peninsula Highway Emergency Service Area Board

Jared Fink, Seat D, Term Expires October, 2023

approved.

[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 07/31/24

approved.

Dunne moved to suspend the rules and move Resolution 2021-054 before Ordinance 2021-23 on the agenda.

The motion to suspend the rules carried by the following vote:

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

Excused: 1 - Cox

Approval of the Agenda and Consent Agenda

President Hibbert called for public comment.

Nick Spiropoulous, Mat-Su Borough spoke in support of the Commending Resolution.

Jill Dolan, Fairbanks North Star Borough spoke in support of the Commending Resolution.

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

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

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

Absent: 1 - Cox

COMMENDING RESOLUTIONS AND PROCLAMATIONS

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

[Clerk's Note: Mayor Pierce presented the proclamation to Jackie Cason, North Peninsula Recreation Supervisor.]
2. [KPB-3353](#) LAYDOWN A Resolution Commending Colette Thompson for Her Contributions, Dedication, and Many Years of Public Service to the Borough (Mayor)

[Clerk's Note: Mayor Pierce presented the commending resolution to Colette Thompson.]

PRESENTATIONS WITH PRIOR NOTICE

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Hibbert called for public comment.

Rose Palati, Nikiski spoke in support of Nikiski Fire and a boat launch on Funny River Road.

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

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

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

Carpenter moved to enact Ordinance 2021-22.

President Hibbert called for public comment with none being offered.

The motion to enact Ordinance 2021-22 failed by the following votes;

No: 8 - Bjorkman, Carpenter, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

Absent: 1 - Cox

[2021-054](#) A Resolution Classifying Certain Parcels of Borough Owned Land Pursuant to KPB 17.10.080 (Mayor)

[Clerk's Note: Assembly Member Dunne gave notice of reconsideration at the July 6, 2021 assembly meeting.]

Derkevorkian moved to adopt Resolution 2021-054.

President Hibbert called for public comment.

Rika Mouw, Homer spoke in support of the Planning Commission recommendations of Resolution 2021-054.

The following people spoke in opposition to Resolution 2021-054:

Frank Christensen, Sterling

Tammy Johnson, Nikiski

Clay Cason, Nikiski

Caroline Christiensen, Sterling

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

Dunne moved to amend Resolution 2021-054 as follows:

Amend Section 1 by removing parcel 173-04-014.

The motion to amend Resolution 2021-054 failed by the following vote:

Yes: 1 - Dunne

No: 7 - Bjorkman, Carpenter, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

Absent: 1 - Cox

Dunne moved to amend Resolution 2021-054 as follows;

Amend Section 1 by removing Parcels 179-08-017, 179-08-016, 179-08-018, 179-08-010, 179-08-011, 179-08-012, 179-08-003, 179-08-004.

Assembly Members Chesley, Johnson and Bjorkman spoke in support of the amendment.

President Hibbert passed the gavel to Vice President Johnson and spoke in opposition to the amendment. Vice President Johnson returned the gavel back to President Hibbert.

The motion to amend Resolution 2021-054 failed by the following vote:

Yes: 4 - Bjorkman, Dunne, Johnson, and Chesley

No: 4 - Carpenter, Hibbert, Derkevorkian, and Elam

Absent: 1 - Cox

Derkevorkian moved to amend Resolution 2021-054 as follows:

The final Whereas Whereas to read, "the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of June 28, 2021 recommended approval as amended by unanimous consent."

Assembly Member Dunne spoke in opposition to the amendment.

The motion to amend Resolution 2021-054 carried by the following vote:

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

Absent: 1 - Cox

Assembly Members Elam, Carpenter and Dunne spoke in opposition to Resolution 2021-054 as amended.

The motion to adopt Resolution 2021-054 as amended carried by the following vote:

Yes: 6 - Bjorkman, Carpenter, Hibbert, Johnson, Derkevorkian, and Elam

No: 2 - Dunne, and Chesley

Absent: 1 - Cox

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)

Derkevorkian moved to enact ORdinance 2021-23.

President Hibbert called for public comment with none being offered.

Assembly Member Elam spoke in support of Ordinance 2021-23.

Johnson moved to amend Ordinance 2021-23 as follows:

Amend section 1 by removing Parcels 179-08-010, 179-08-011, 179-08-012, 179-08-023, 179-08-024, 179-08-018, 179-08-017 and 179-08-016

President Hibbert passed the gavel to Vice President Johnson and spoke in opposition to the amendment. Vice President Johnson returned the gavel to President Hibbert.

Assembly Member Derkevorkian spoke in opposition to the amendment.

The motion to amend Ordinance 2021-23 failed by the following vote:

Yes: 4 - Bjorkman, Dunne, Johnson, and Chesley

No: 4 - Carpenter, Hibbert, Derkevorkian, and Elam

Absent: 1 - Cox

Derkevorkian moved to amend Ordinance 2021-23 as follows:

The final Whereas clause to read, "the planning commission at its regularly scheduled meeting of June 28, 2021, recommended approval as amended by unanimous consent."

The motion to amend Ordinance 2021-23 carried by the following vote:

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

Absent: 1 - Cox

Dunne spoke in opposition to Ordinance 2021-23 as amended.

The motion to enact Ordinance 2021-23 as amended carried by the following vote:

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

No: 1 - Dunne

Absent: 1 - Cox

UNFINISHED BUSINESS

1. Postponed Items

[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: A motion to enact Budget Ordinance 2020-19-07 was on the floor from the 12/01/20 meeting.]

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

Carpenter moved to remove Budget Ordinance 2020-19-07 from the table.

The motion to remove Budget Ordinance 2021-19-07 from the table carried by the following vote:

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

Absent: 1 - Cox

Carpenter moved to amend Budget Ordinance 2020-19-07 as follows:

Section 1 to read, "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 to read, "[THIS ORDINANCE TAKES EFFECT IMMEDIATELY UPON ITS ENACTMENT] This ordinance is effective retroactively on June 30, 2021."

The motion to amend Budget Ordinance 2020-19-07

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

Absent: 1 - Cox

The motion to enact Ordinance 2020-19-07 as amended carried by the following vote:

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

Absent: 1 - Cox

[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: A motion to enact Budget Ordinance 2020-19-08 was on the floor from the 12/01/20 meeting.]

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

Carpenter moved to remove Budget Ordinance 2020-19-08 from the table.

The motion to remove Budget Ordinance 2020-19-08 from the table carried by the following vote:

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

Absent: 1 - Cox

Carpenter moved to amend Budget Ordinance 2020-19-08 as follows:

Section 1 to read as follows, "That 2013 refinanced school bond proceeds in the amount of up to [\$6,860] \$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 to read, ["THIS ORDINANCE TAKES EFFECT IMMEDIATELY UPON ITS ENACTMENT.] This ordinance is effective retroactively on June 30, 2021."

The motion to amend Budget Ordinance 2020-19-08 carried by the following vote:

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

Absent: 1 - Cox

The motion to enact Budget Ordinance 2020-19-08 as amended carried by the following vote:

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

Absent: 1 - Cox

[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: A motion to enact Budget Ordinance 2020-19-09 was on the floor from the 12/01/20 meeting.]

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

Carpenter moved to remove Budget Ordinance 2020-19-07 from the Table.

The motion to remove Budget Ordinance 2020-19-09 carried by the following vote:

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

Absent: 1 - Cox

Carpenter moved to amend Budget Ordinance 2020-19-09 as follows:

Section 1 to read, "That 2011 refinanced hospital bond proceeds in the amount of up to [\$6,8600] \$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 to read, "[THIS ORDINANCE TAKES EFFECT IMMEDIATELY UPON ITS ENACTMENT] This ordinance is effective retroactively on June 30, 2021."

The motion to amend Budget Ordinance 2020-19-09 carried by the following vote:

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

Absent: 1 - Cox

The motion to enact Budget Ordinance 2020-19-09 as amended carried by the following vote:

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

Absent: 1 - Cox

Unfinished Business referred to Policies and Procedures Committee

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]

A motion to adopt Resolution 2021-048 was on the floor from the 06/15/21 assembly meeting.

President Hibbert called for public comment with none being offered.

Bjorkman moved to amend Resolution 2021-048 as follows:

The eighth Whereas clause to read, "at its meeting of June [14]28, 2021, the Seldovia City Council considered this agreement and recommended approval as amended by the passage of Seldovia City Council Resolution 21-35; and"

The motion to amend Resolution 2021-048 carried by the following vote:

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

Absent: 1 - Cox

Bjorkman moved to amend Resolution 2021-048 as follows:

Delete the final Whereas clause in its entirety.

The motion to amend Resolution 2021-048 carried by the following vote:

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

Absent: 1 - Cox

The motion to adopt Resolution 2021-048 as amended carried by the following vote:

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

Absent: 1 - Cox

MAYOR'S REPORT

[KPB-3322](#) Mayor's Report 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.
 - b. [KPB-3324](#) Authorization to Award a Contract for ITB21-029 Basargin Road Phase II CIP to East Road Services, Inc., Homer, Alaska.
 - c. [KPB-3325](#) Authorization to Award a Contract for ITB21-034 Central Peninsula Hospital Heated Handicap Parking to Orion Construction, Inc., Wasilla, Alaska.
 - 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.
 - 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.
 - f. [KPB-3328](#) Authorization to Award a Contract for RFP21-008 Ambulance Billing Services to Systems Design West, Poulsbo, Washington.
 - g. [KPB-3329](#) Purchase of a Zamboni 546 through the Zamboni Company, under the SourceWell Contract.
3. Other - None

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Hibbert called for public comment with none being offered.

ASSEMBLY COMMENTS

Assembly Member Chesley thanked everyone for their hard work. He shared a lesson he learned from his brother in law.

Assembly Member Carpenter reminded everyone of road construction on the Sterling Highway and encouraged everyone to drive safely. He stated there were races taking place over the summer at Twin City Raceway and the Mt. Marathon race was in Seward on July 7th. He wished everyone a good evening.

Vice President Johnson congratulated Borough Attorney Colette Thompson on her retirement.

Assembly Member Elam congratulated Borough Attorney Colette Thompson on her retirement. He stated his appreciation for the assembly members and their hard work. Mr. Elam thanked Veterans and current service members for their service. He wished everyone a good night.

Assembly Member Dunne thanked Borough Attorney Colette Thompson for her service to the Kenai Peninsula Borough. He stated he participated in the 4th of July festivities in Seldovia. He stated his disappointment on how the assembly dealt with the Resolution and Ordinance classifying borough land. He gave notice to reconsider Resolution 2021-054.

Assembly Member Derkevorkian thanked Borough Attorney Colette Thompson for her hard work and dedication to the borough. He congratulated the City of Kenai on a great 4th of July celebration.

Assembly Member Bjorkman thanked the public for their input. He congratulated Maddie Sterchel on her success racing at Twin City Raceways. He congratulated Borough Attorney Colette Thompson on her retirement. He encouraged residents to wear a life jacket and fire wise their property.

President Hibbert congratulated Brenda Ahlberg on her 12 year anniversary with the borough. He thanked Borough Attorney Colette Thompson for her service to the borough. President Hibbert encouraged everyone to slow down and enjoy their families and friends. He wished everyone a good night.

PENDING LEGISLATION

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)
2. [2021-24](#) An Ordinance Amending KPB 22.40.080 to Limit Assembly Members' Closing Comments to Three Minutes (Derkevorkian, Carpenter)
3. [2021-25](#) An Ordinance Amending KPB 2.58.058(A) to Clarify that Assembly Members may Serve on the Board of Equalization (Mayor)

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

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

With no further business to come before the assembly, President Hibbert adjourned the meeting at 9:25 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of July 7, 2021.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____

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

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: July 22, 2021

RE: Amendment to 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)

This ordinance requests approval of the Central Peninsula Hospital's upgrade of the Nuclear Medicine Hot Lab, the space used to safely handle and prepare the radiopharmaceutical compound to comply with new regulations. Per the Lease and operating agreement, CPGH Inc. has started the design process for this project and has covered project related costs out of its operating capital. This amendment would authorize CPGH Inc. to seek reimbursement for the design costs incurred to date from the appropriated amount.

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

- Add a new eighth whereas clause, as follows:

WHEREAS, the estimated amount also includes design development costs incurred to date for which CPGH Inc. will be reimbursed;

- Amend Section 3, as follows:

SECTION 3. This ordinance takes effect [~~immediately upon its enactment~~]
retroactively on June 23, 2021.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>490.20602</u>
Amount:	<u>\$568,194</u>
By: <i>PP</i>	Date: <u>7/21/2021</u>

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*

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.

WISP TOWER AND GROUND LEASE AGREEMENT

This WIRELESS INTERNET SERVICE PROVIDER (WISP) TOWER AND GROUND LEASE AGREEMENT (this "Agreement") is entered into by and between the Kenai Peninsula Borough, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter the "**KPB**" or "Lessor"), and SPITwSPOTS, Inc., an Alaska business corporation, whose mailing address is PO Box 15364, Homer, AK 99603 (hereinafter "**SWS**" or "Lessee"). The Effective Date of this Agreement shall be the date the KPB executes the Agreement.

PART I. BACKGROUND

1. Purpose. The KPB owns certain real property located in the Kenai Peninsula Borough, in the state of Alaska, that is more particularly described and/or depicted in Exhibit 1 attached hereto (the "Property"). For good and valuable consideration, the parties agree that the KPB will grant the SWS the right to use a portion of the Property in accordance with the terms of this Agreement.

2. Authorized Contact. All communications about this Agreement shall be directed as follows, any reliance on a communication with a person other than the listed below is at the party's own risk.

KPB

Name: Kenai Peninsula Borough
Attn: Land Management Division
Mailing Address: 144 N. Binkley St.
Soldotna, AK 99669

LESSEE

Name: SPITwSPOTS, Inc.
Attn: McKenzie McCarthy
369 E. Pioneer Avenue
Suite B
Homer, AK 99603

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

Appendix A: Lease Provisions Required by KPB 17.10

Exhibit 1: Description of the "Property" and the "Leased Premises"

Exhibit 2: Leased Premises site sketch or maps

Exhibit 3: Memorandum of Lease

If in conflict, the Agreement shall control. If in conflict, the order of precedence shall be: the Agreement, Appendix A, Exhibit 1, Exhibit 2, and then Exhibit 3.

4. Definitions.

4.1. The term "Leased Premises" means the area within the Property that may be used by SWS for the uses, purposes and upon the terms and conditions of this Agreement as more particularly described and shown on Exhibit 1 and Exhibit 2.

4.2. The term "Property" means the real property owned by the Kenai Peninsula Borough that is subject to this Agreement wherein a portion of the real property or vertical space of a tower at the Property, whatever the case may be, is leased to SWS pursuant to the terms of this Agreement.

4.3. The term "Site" refers to the individual area set out in Section 5.1 used to construct and install the WISP Facilities.

4.4. The terms "WISP Facilities" or "WISP Facility" includes erecting, installing, operating and maintaining radio or communications tower for wireless internet connectivity purposes, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment; and

4.5. The term "WISP Communications Equipment" includes antenna, dishes, mounting structures, flexible transmission, lines, cables, radio, amplifiers, filters and other transmission equipment shelters or cabinets and any integrally related components thereto (including interconnect transmission equipment, transmitter(s), receiver(s) and accessories) and such other associated software as may be necessary.

4.6. The term "WISP" means Wireless Internet Service Provider.

PART II. PROPERTY DESCRIPTION; USE; RENT

5. Description of Property.

5.1. Subject to the terms and conditions of this Agreement, KPB hereby leases to SWS the following generally described property and/or vertical space:

a) CES Sterling Station #3. A certain portion of the Property containing approximately ____square feet (____) including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of a single provider WISP Tower Facility.

b) CES Funny River Station #5. A certain portion of the Property containing approximately ____square feet (____) including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of a single provider WISP Tower Facility.

c) Sterling Solid Waste Transfer Site. A certain portion of the Property containing approximately ____square feet (____) including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of a single provider WISP Tower Facility.

WISP TOWER AND GROUND LEASE AGREEMENT

Site Name: ____

d) Co-Location at Funny River Solid Waste Transfer Site Tower. The exclusive use of the top twenty feet (20') of the tower structure at the Site, including the air space above, and necessary related ground space for equipment cabinets and integrally related components, as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of its WISP Communication Equipment.

5.2. The Leased Premises description may be adjusted by mutual written agreement of the parties, subject to the condition that the adjusted description may not conflict with the predominant use of the property, and may not impair or constrict public ingress or egress to the property and related compatible uses.

6. Allowed Use.

6.1. *CES Sterling Station #3; CES Funny River Station #5; Sterling Solid Waste Transfer Site.* The Leased Premises are being leased for the purpose of erecting, installing, operating and maintaining a radio or communications tower for the purpose of wireless internet service connectivity, including but not limited to transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the "WISP Facilities"). SWS may, subject to the foregoing, make any improvement, alteration or modification to the Leased Premises as are deemed appropriate by SWS for the permitted use herein. SWS will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth which interferes with SWS's use of the Leased Premises for the intended purposes. Notwithstanding Section 14 below, SWS will have the exclusive right to install and operate, or contract for the installation, operation and maintenance, upon the Leased Premises a WISP Facility, which may include a guyed, partially guyed, or self-supporting tower, related buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

6.2. *Funny River Solid Waste Transfer Site.* The Leased Premises are being leased for the purpose of SWS' exclusive use of the top twenty feet (20') of the tower structure at the Site, including the air space above, and necessary related ground space for equipment cabinets and integrally related components, as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of its WISP Communications Equipment. This Agreement shall not grant SWS the right to install or construct a separate tower facility at the Site. Notwithstanding any contrary indications in this Agreement, with regard to the Funny River Solid Waste Site, this Agreement only and exclusively grants collocation rights to SWS on the already existing tower facility at the Site, unless the parties agree otherwise in writing.

7. Rent; In-Kind Services.

7.1. *Rent.* In the event the in-kind services described in Section 7.2 below fail or are otherwise disconnected for a period greater than one (1) consecutive week of any month or months during the term of this Agreement, SWS shall pay to KPB a monthly rent payment of 750.00 and No/100 Dollars (\$750.00) ("Rent") per Site, at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due as a result of failed connectivity of the in-kind services. On each anniversary of the Effective Date, Rent shall adjust annually by Three percent (3%) over the prior year's Rent amount.

7.2. *In-Kind Services as Payment in Lieu of Cash Rent.* As part of the Rent, the SWS shall provide the Kenai Peninsula Borough with 100mbit download / 50mbit upload ethernet

network connectivity per Site between a Kenai Peninsula Borough facility serviceable from the Leased Premises and central network location at 144 North Binkley Street, Soldotna, AK, or another location if agreed upon in writing by the parties and providing that such connectivity standards may be updated from time to time by written mutual agreement.

7.3. *In-Kind Services Effective Date; Option Payment.* The in-kind services as rent payment as provided in Section 7.2 shall become effective within 60 days of commencement of construction or improvement activities within the Leased Premises. If the WISP Facility is not constructed, completed and operational by July 1, 2022, in lieu of cancellation of this Agreement pursuant to Section 9.6 below, SWS shall owe an option payment of \$3,500, payable by August 1, 2022, and shall pay rent in accordance with Section 7.1 paid monthly until it is able to complete the WISP Facility and provide in-kind services pursuant to Section 7.2.

8. Term.

8.1. The initial term will be five (5) years (the "Initial Term"), commencing on the Effective Date.

8.2. SWS will have the option to extend the term of this Agreement for four (4) successive terms of five (5) years each (each, a "Renewal Term"). Each Renewal Term will commence automatically, unless SWS delivers notice to KPB, not less than thirty (30) days prior to the end of the then-current Term, of SWS's intent not to renew. For purposes of this Agreement, "Term" includes the Initial Term and any applicable Renewal Term(s).

8.3. Should SWS or any assignee, sublessee or licensee of SWS hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

PART III. TERMINATION; SECURITY; ACCESS; REMOVAL

9. Termination; Cancellation. This Agreement may be terminated or cancelled, without penalty or further liability, as follows:

9.1. by SWS within 180 days of executing this Agreement, upon written notice to KPB, if SWS is unable to obtain, or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by SWS; or if SWS in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

9.2. by SWS within 90 days of executing this Agreement, upon written notice to KPB, if SWS determines, in its sole discretion, due to the title reports or survey results, that the condition of the Leased Premises is unsatisfactory for its intended uses;

9.3. by SWS upon written notice to KPB for any reason or no reason, at any time prior to commencement of any construction, which includes access clearing, or improvements on the Leased Premises by SWS; or

9.4. by SWS upon sixty (60) days' prior written notice to KPB for any reason or no reason, so long as SWS pays KPB a termination fee equal to six (6) months' Rent, at the then-current rate, and subject to removal requirements contained within Section 13. No such termination fee will be payable on account of the termination of this Agreement by SWS under any termination provision contained in any other Section of this Agreement.

9.5. By KPB, upon written notice to SWS, if SWS is in breach of any term of this Agreement and fails to cure the breach within 30 days of the date a Notice of Breach is sent to SWS.

9.6. By KPB, upon written notice to SWS, if by July 1, 2022, a WISP Facility is not constructed, installed, and operational within the Leased Premises as contemplated under Section 6. This provision is subject to Section 7.3 above.

10. Taxes. SWS shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the WISP Facilities located on the Leased Premises, including private leasehold or possessory interest taxes as may be assessed by the KPB Assessing Department.

11. Fence & Site Security. Notwithstanding Section 4 above, the SWS will install a locked, sight-obscuring fence at least six feet (6') in height around the perimeter of the Leased Premises to protect against unauthorized access to the Leased Premises. The fence must be of a color that blends in with the surrounding landscape (i.e. brown, green or similar color). SWS may also elect, at its expense, to construct such other enclosures and/or fences as SWS reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Leased Premises. SWS may also undertake any other appropriate means to restrict access to its communications towers, buildings, applicable guy anchors, applicable guy wires, and related improvements, including, without limitation, posting signs for security purposes.

12. Access, Maintenance, And Utilities.

12.1. Access. During the Term, SWS, and its guests, agents, customers, lessees, sublessees and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to, the Leased Premises seven (7) days a week, twenty-four (24) hours a day. KPB for itself, its successors and assigns, hereby grants and conveys unto SWS, its customers, employees, agents, invitees, sublessees, sublicensees, successors and assigns a nonexclusive easement to the extent depicted on Exhibit 2 (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth. KPB agrees to cooperate with SWS's efforts to obtain such utilities and services. If there are utilities already existing on the Leased Premises which serve the Leased Premises, SWS may utilize such utilities and services. Upon SWS's request, KPB will execute and deliver to SWS requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of SWS's request.

12.2. Maintenance. SWS will keep and maintain the Leased Premises in good condition.

12.3. **Utilities.** SWS is solely responsible for installing separate meters for utility use and payment, as applicable, and shall not connect to any KPB-owned electrical, communication, or other utility without KPB's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

13. Equipment, Fixtures and Removal. The WISP Facilities will at all times be the personal property of SWS and/or its sublessees and licensees, as applicable. SWS or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as SWS may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of SWS or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of 6 consecutive months following construction of the tower (the "Removal Period"), SWS must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of ten feet (10') below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine, without any obligation on the part of KPB to account to SWS for any proceeds therefrom. Time is of the essence.

PART IV. ASSIGNMENT; KPB COLLOCATION; WARRANTIES

14. Assignment. SWS may assign this Agreement to any person or entity, at any time with prior written consent of KPB's mayor which will not be unreasonably withheld or delayed so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, upon thirty (30) days' written notice to KPB, SWS may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with SWS, or (b) in connection with the sale or other transfer of substantially all of SWS's assets in the FCC market area where the Leased Premises is located.

15. Co-Locate Rights Reserved by KPB. KPB reserves the right to install communication equipment on SWS's tower. Ninety (90) days prior to the exercise of this reservation, KPB shall provide SWS with a complete inventory of equipment and proposed vertical location. SWS shall confirm KPB's equipment will not interfere with SWS's or then-existing sublessee's equipment or propose an alternate location. Upon installation of KPB's equipment on the Leased Premises, any future sublessee's equipment shall not interfere with KPB's communication equipment, provided such equipment is properly installed and lawfully operated. Notwithstanding the foregoing, KPB's right to install equipment on SWS's tower will be subject to SWS's reasonable determination that, at the time in which KPB proposes to install its equipment, SWS's tower shall have sufficient space and structural capacity to accommodate the additional loading associated with KPB's proposed equipment installation. In connection with the foregoing, each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, instruments and documents, as

the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Section 15 and the consummation of the transactions contemplated hereby.

16. Covenants, Warranties And Representations.

16.1. KPB represents and warrants that KPB is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to SWS in writing prior to the execution hereof, and that KPB alone has full right to lease the Leased Premises for the Term.

16.2. KPB will not do or knowingly permit anything during the Term that will unreasonably interfere with or negate any SWS's quiet enjoyment and use of the Leased Premises or cause SWS's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws. KPB will cooperate with SWS in any effort by SWS to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. KPB agrees to promptly execute any necessary applications, consents or other documents as may be reasonably necessary for SWS to apply for and obtain the proper zoning approvals required to use and maintain the Leased Premises and the Communication Facilities.

16.3. Subject to Section 12 above, SWS will have access to all utilities required for the operation of SWS's improvements on the Leased Premises that are existing on the Property.

16.4. KPB has not granted any third party licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in KPB if KPB is an entity; and there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to SWS in writing prior to the execution hereof.

16.5. Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

17. Waivers.

17.1. KPB hereby waives any and all lien rights it may have, statutory or otherwise, in and to the WISP Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. KPB will not assert any claim whatsoever against SWS for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by KPB as a result of the construction, maintenance, operation or use of the Leased Premises by SWS.

17.2. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

PART V. INSURANCE; INDEMNIFICATION; MISCELLANEOUS TERMS

18. INSURANCE. Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If SWS's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable. SWS shall provide and maintain:

18.1. Commercial General Liability (CGL): The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

18.2. Umbrella / Excess policy: With limits of \$2,000,000 per occurrence and in the aggregate. SWS may use any combination of primary and excess insurance to meet the total limits required. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

18.3. Worker's Compensation Insurance: For all employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each person and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

18.4. Property Insurance: Insuring against all risks of loss to any SWS improvements at full replacement cost with no insurance penalty provision. SWS shall have the right to self-insure such Property Insurance.

18.5. Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This

policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

18.6. Full policies. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska.

18.7. No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect SWS, sublessee, and/or contractor or subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

18.8. Self-insurance. Notwithstanding the foregoing, SWS may self-insure any required coverage under the same terms as required by this Agreement.

19. Waiver of Subrogation. To the extent allowed by law, SWS hereby grants to KPB a waiver of any right of subrogation which any insurer of said SWS may acquire against the KPB by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the KPB has received a waiver of subrogation endorsement from the insurer. It is the Lessors sole and strict responsibility to notify its insurer of this obligation and obtain a waiver of subrogation endorsement from the insurer, if required.

20. Lessee Liabilities. In addition to other liabilities under this Agreement, the SWS has the following liabilities and agrees:

20.1. The SWS assumes all risk of loss, damage or destruction to SWS's improvements on the Leased Premises.

20.2. The SWS will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the sitting, permitting, construction, operation and maintenance of any facility, improvement or equipment on the Leased Premises.

20.3. The KPB has no duty, either before or during the lease term, to inspect the Leased Premises or warn of hazards and if the KPB inspects the Leased premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section shall survive the termination or revocation of this Agreement, regardless of cause.

(d) The SWS has an affirmative duty to protect from damage the Property and interests of the KPB related to this Agreement.

21. Indemnification.

(a) SWS agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the SWS. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without

limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of SWS arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify SWS in a timely manner of the need for indemnification but such notice is not a condition precedent to SWS's obligation and may be waived where the SWS has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against KPB relating to the SWS's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, SWS's duty to indemnify, defend, and hold harmless KPB as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KPB, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the KPB Assembly for this purpose, KPB agrees to defend, indemnify, and hold harmless SWS, its employees, affiliates, officers, directors, successors and assigns, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the KPB. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of KPB arise immediately upon notice to the SWS of any action, claim, or lawsuit. SWS will notify KPB in a timely manner of the need for indemnification but such notice is not a condition precedent to KPB's obligation and may be waived where the KPB has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against SWS relating to the KPB's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, KPB's duty to indemnify, defend, and hold harmless SWS as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of SWS, its employees, its employees, affiliates, officers, directors, successors and assigns. SWS further acknowledges the following: (1) KPB currently has no appropriation currently available to it to defend and indemnify SWS under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the KPB Assembly; and (3) the KPB Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of KPB.

22. Inspection. The KPB reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Lease. Except in case of emergency, KPB shall provide SWS with at least forty-eight (48) hours' prior written notice of KPB's intention to enter upon and inspect the Leased Premises. SWS reserves the right to have a representative present at all times during KPB's inspection.

23. Force Majeure. The time for performance by KPB or SWS of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of KPB or SWS, as the case may be.

24. Default. The failure of SWS or KPB to perform any of the covenants of this Agreement will constitute a default. The non-defaulting party must give the other written notice of such default, and the defaulting party must cure such default within thirty (30) days after receipt of such notice. Should the defaulting party fail to cure a default under this Agreement, the other party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

25. Lessee Mortgages.

WISP TOWER AND GROUND LEASE AGREEMENT

Site Name: ____

25.1. KPB consents to the granting by SWS of a lien and security interest (each, a "SWS Mortgage") in SWS's interest in this Agreement and all of SWS's personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "Lender") only to the extent and amount necessary to maintain improvements on the Leased Premises. The SWS may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. KPB agrees to recognize Lender as SWS hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance shall be subordinate to KPB's rights and interest in the Leased Premises and the Property. Any such encumbrance shall be limited to the SWS's interest in the Leased Premises. It is a material breach of this Agreement for SWS to attempt to encumber any interest in KPB's title to or interest in the Leased Premises or the Property.

25.2. KPB acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of SWS under this Agreement. No Lender shall become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement or any extensions and modifications thereof.

26. Miscellaneous.

26.1. *Survival.* If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

26.2. *Non-waiver.* Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, will not waive such rights.

26.3. *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

26.4. *Bind and Benefit.* This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

26.5. *Memorandum.* A short-form Memorandum of Lease may be recorded at KPB or SWS's option in the form as depicted in Exhibit 3, attached hereto. KPB will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of SWS.

26.6. *W-9.* As a condition precedent to payment, the KPB agrees to provide the SWS with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

26.7. *Counterparts.* This Agreement may be executed in counterpart, and may be executed by electronic signature in compliance with AS 09.43 and 15 USC 7002, each of which when so executed and delivered shall be considered an original and all of which when taken together will constitute one and the same instrument.

26.8. *Entire Agreement.* This Agreement and exhibits, appendices or incorporated attachments hereto, constitute the entire agreement and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

PART VI. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

LESSOR: The Kenai Peninsula Borough

By: _____

Print Name: _____

Date: _____

LESSEE: SPITwSPOTS, Inc.

By: _____

Print Name: _____

Its: _____

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Sean Kelley, Deputy Borough Attorney

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

Notary Public: _____

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

INSERT LEGAL DESCRIPTION OF PROPERTY

- a) CES Sterling Station #3.
- b) CES Funny River Station #5.
- c) Sterling Solid Waste Transfer Site.
- d) Funny River Solid Waste Transfer Site

The Leased Premises are described and/or depicted as follows:

- a) CES Sterling Station #3. A certain portion of the Property containing approximately ____square feet (____) including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of a single provider WISP Tower Facility.
- b) CES Funny River Station #5. A certain portion of the Property containing approximately ____square feet (____) including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of a single provider WISP Tower Facility.
- c) Sterling Solid Waste Transfer Site. A certain portion of the Property containing approximately ____square feet (____) including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of a single provider WISP Tower Facility.
- d) Co-Location at Funny River Solid Waste Transfer Site Tower. The exclusive use of the top twenty feet (20') of the tower structure at the Site, including the air space above, and necessary related ground space for equipment cabinets and integrally related components, as described and depicted on Exhibit 1 and Exhibit 2 attached hereto for the placement of its WISP Communication Equipment

EXHIBIT 2

Leased Premises

(Attached)

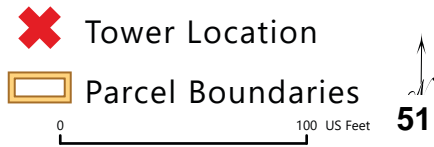
INSERT SITE SURVEY DIAGRAM / SITE SKETCH / MAPS

APPENDIX A – PLACE HOLDER TO INSERT AS ATTACHMENT
MEMORANDUM OF LEASE – PLACEHOLDER, IF NECESSARY



Tower Location


CES Station 5 - Funny River








Tower Location

CES Station 3 - Sterling

 Tower Location

 Parcel Boundaries





 52





Tower Location

CES Station 5 - Funny River

 Tower Location

 Parcel Boundaries

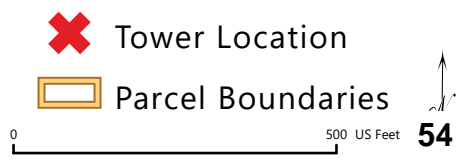


 53



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:

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

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

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

FROM: Marcus Mueller, Land Management Officer *mm*

DATE: June 24, 2021

RE: Ordinance 2021-28, 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)

The borough owns approximately 280 acres of land near Basargin Road which has been classified as Agriculture and Resource Management per KPB resolutions 2017-024 and 2020-020. The land is bisected by Basargin Road, the Eagle Lake Material Site Haul Road, and by two designated trails.

Mr. Robert Gibson, DBA Alaska Land and Cattle Company, has applied for an agricultural lease of the land.

The lease rates were set by ordinance 2021-01, which are included in the borough's schedule of rates and fees.

The proposed lease is based on a farm management and development plan which is provided as an attachment to the lease. The proposed term is 20 years.

Your consideration of this ordinance is appreciated.

LMD 19-36; Agricultural Use Lease
Alaska Land and Cattle Company

Ordinance 2020-XX

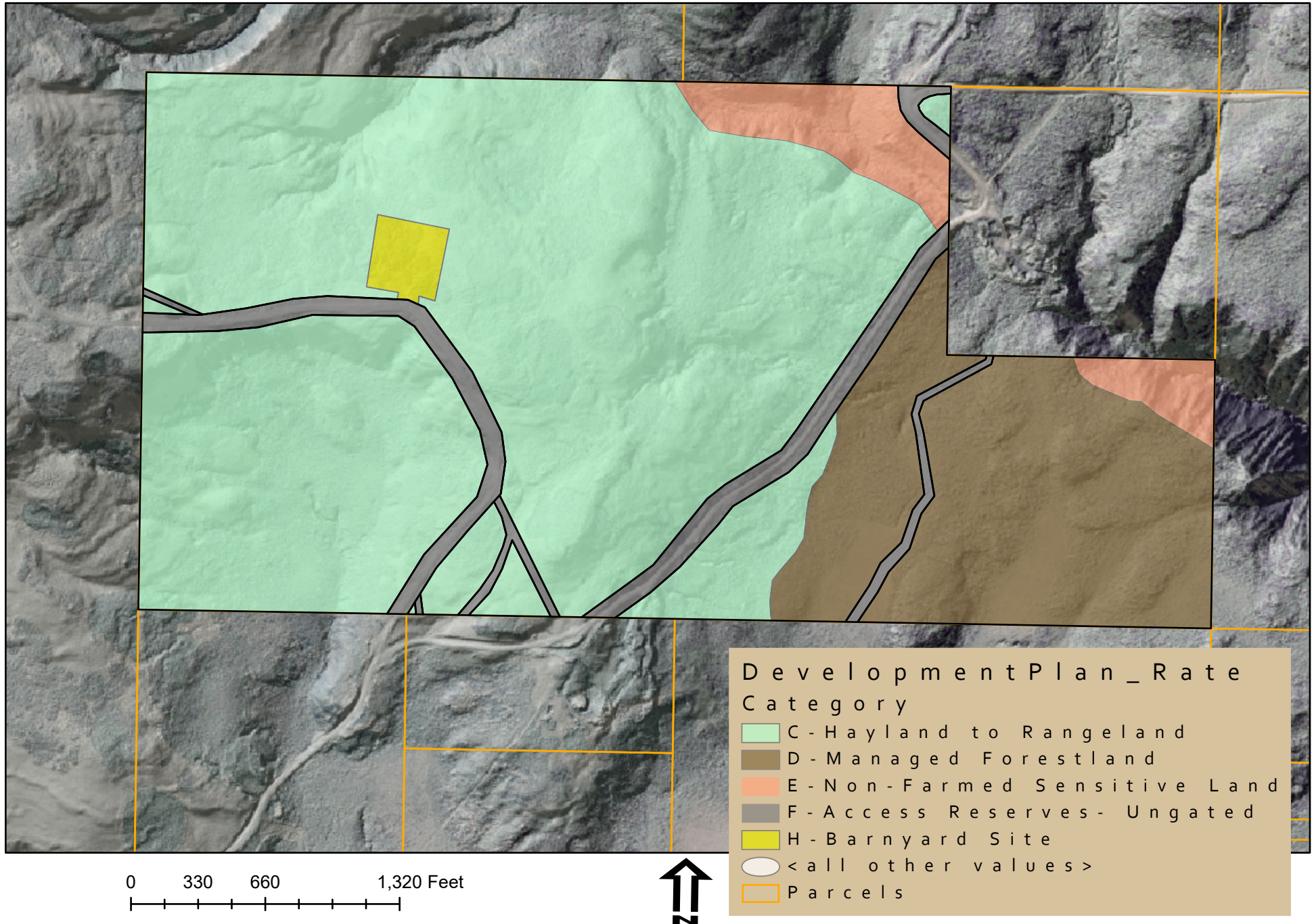


APN: 18521053 NW1/4 & NW1/4 NE1/4 & S1/2 NE1/4, Section 22,
280 acres +/- Township 04 South, Range 11 West, Seward Meridian,
Homer Recording District

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



AGRICULTURAL LEASE

KPBL# xx-xxxx-xx

For good and valuable consideration, and pursuant to Ordinance 2021-xx, enacted MM-DD-YYYY, this Grazing Lease (hereinafter called "LEASE"), is made and entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, AK 99669 (hereinafter called "LESSOR"), and Robert Gibson and Filip Martushev, DBA Alaska Land and Cattle Company, whose address is PO Box 650, Cooper Landing, AK 99572 (hereinafter called "LESSEE").

I. DESCRIPTION OF REAL PROPERTY

This LEASE grants LESSEE use of the following described real property, located in the Homer Recording District, Third Judicial District, State of Alaska:

Section 22, Township T04S, Range R11W

NW1/4 & NW1/4NE1/4 & S1/2NE1/4, Section 22, T04S, R11W, Seward Meridian, containing 280 gross (273.5 net) more or less (hereinafter called "PROPERTY").

Property is subject to ADL 63711, a 60' wide public access road and utility easement recorded on December 17, 2018 in the Homer Recording District as document number 1980-00067, and commonly referred to as Basargin Road. An additional 20 feet on either side of this easement is reserved by KPB for road construction, utilities, and public transportation.

Property is further subject to the reservation of a 80' wide roadway to the Eagle Lake Material Site. Property is further subject to CTMA 2021-01, a Community Trail Management Agreement to develop, use, and maintain open to the public recreational trails, with management widths to 50-feet.

Property is further subject to the reservation of sand and gravel materials and communication sites along with the right to enter the property for the exploration, development, and use of the same in the time and manner as may be convenient to Lessor.

II. PURPOSE OF LEASE

1. Authority. Pursuant to Ordinance 2021-xx and KPB 17.10.140(C), the purpose of this lease is for agricultural purposes according to the terms set forth herein including the applicable land classifications; and the use, improvements and development timetable specified in the approved Farm Management and Development Plan.

III. TERMS AND CONDITIONS

2. Performance. The LESSOR and the LESSEE agree that this LEASE is conditioned on satisfactory performance by the LESSEE of all covenants and conditions contained in this LEASE. Failure to substantially use and develop the lease in accordance with the approved Range Management and Development Plan within the time frame specified in the plan shall constitute grounds for cancellation.
3. Lease Term. This lease is for a term of 20 years commencing September 1, 2021, and ending August 30, 2041.
4. Lease Rental.
 - a. Rental Rates: The annual lease rental rates are set according to the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees pursuant to KPBL 1.26, as may be amended from time to time by resolution of the Kenai Peninsula Borough Assembly.
 - b. Agricultural Lease Areas: The lease is divided into several lease areas according to allowed use/management, and soils/topographic features as shown on Attachment B "Lease Rates Map" and summarized below, which shall be the basis for applying lease rental:

i. Category C: Rangeland to Hayland	190.4 Acres
ii. Category D: Managed Forestland	55.9 Acres
iii. Category E: Non-Farmed Sensitive Land	13.7 Acres
iv. Category F: Access Reserves- Ungated	16.7 Acres
v. Category H: Barnyard Site	3.0 Acres (1 Each)
 - c. Rents are subject to any applicable sales taxes as may otherwise be required by law, which shall be due with each annual lease payment. The first annual lease rental payment shall be due within 30 days of the execution of this Lease. Thereafter, the annual lease payment is due and payable on or before September 1 of each year. Rent is subject to adjustment each lease year in according to the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees (KPBL 1.26).

d. Initial Rent, for the first year of the lease, is calculated as follows:

Agricultural Lease Area	Acres	KPB 1.26 Rate	2021 Rent
Category C: Rangeland to Hayland	190.4 Acres	\$5/Ac	\$952.00
Category D: Managed Forestland	55.9 Acres	\$2.5/Ac	\$139.75
Category E: Non-Farmed Sensitive Land	13.7 Acres	\$1/Ac	\$13.70
Category F: Access Reserves- Ungated	16.7 Acres	No Fee	\$0.00
Category H: Barnyard Site	(1 each) 3.0 Acres	\$25ea +\$10/Ac	\$55.00

1st Year Rent: \$1,160.45

5. Defense and Indemnification. LESSEE shall indemnify, defend, save and hold LESSOR, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorney's fees resulting from LESSEE's performance or failure to perform in accord with the terms of this LEASE in any way whatsoever. LESSEE shall be responsible under this clause for any and all claims of any character resulting from LESSEE or LESSEE's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by LESSOR or its agents which are said to have contributed to the losses, failure, violations, or damage. However, LESSEE shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of LESSOR, its agents or employees.

To the extent allowed by law and subject to assembly appropriation of available lands, LESSOR shall indemnify, defend, save and hold LESSEE, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorney's fees resulting from the sole negligence or willful misconduct of LESSOR, its agents or employees.

6. Insurance.

- a. General terms. Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If

Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable.

At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage the Borough may choose to maintain.

No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

- b. Commercial General Liability. LESSEE shall provide and maintain, Commercial General Liability Insurance (CGL). The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered

with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

- c. Auto Liability. LESSEE shall provide and maintain, Auto Liability Insurance (ALI). The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.
 - d. Worker's Compensation. LESSEE shall provide and maintain, for all of its employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The LESSEE shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. Subrogation shall be waived.
7. Use of Leasehold. LESSEE may use and develop the property only for agricultural purposes as specified in the approved Farm Management and Development Plan, attached hereto and incorporated by reference; and within the scope of provisions of this lease.

Failure to use the Property in accordance with the provisions of this lease above may result in the LESSOR, at the LESSOR'S discretion and upon 60 days written notice, reducing the lease area to reflect the actual level of use or may constitute grounds for cancellation.

If utilization of the lease, even under an approved practice, causes or begins to cause substantial damage to vegetation, soil stability, water quality, or any other valuable resource it is the responsibility of the LESSEE to take immediate actions to abate and correct the problem. The LESSOR should be notified as soon as possible of the required actions that were taken and the proposed changes in

management that will address the situation into the future. Failure to take corrective actions or to notify the LESSOR shall be grounds for cancellation. The LESSEE shall use and occupy the leasehold in compliance with the all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect. The LESSEE shall properly locate all activities and improvements on the leasehold, and may not commit waste of the parcel. The LESSEE shall maintain and repair the leasehold including improvements in a reasonably neat and clean condition, and shall take all necessary precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion, unreasonable deterioration, or destruction of the land or improvements.

8. Farm Management and Development Plan. A Farm Management and Development Plan is required for this lease. No activities or improvements are authorized on the leasehold unless they are in a plan approved by LESSOR.

A Range Management and Development Plan shall be a record containing explicit information specific to the leasehold, accompanied by supporting maps and references that serve to document existing and proposed improvements, operational details and activities, and schedules thereof. The planning process shall include technical guidance from the appropriate Soil and Water Conservation District. The plan must be based on sound farm management practices, it must be supported by technical procedures, and it must conform to the uses authorized by this lease.

The minimum requirements of a development plan are: 1) disclosure of use of the Property including crop or animal type, cultivation or feeding practices; crop volume or animal unit months as applicable; 2) location and nature of existing improvements and their estimated value; 3) location and nature of proposed improvements, their purpose, and their value; 4) a development, use, and construction time table.

The Farm Management and Development Plan is subject to approval by the mayor or mayor's designee, and may be modified with stipulations, conditions and/or exclusions by the mayor, or the mayor's designee, as deemed reasonable and appropriate to ensure that the use of the leasehold is within the scope of the lease and sound management practices. An approved Farm Management and Development Plan may be later modified and/or amended by mutual agreement subject to written approval by the mayor, or the mayor's designee. The LESSEE shall provide the LESSOR with an updated Farm Management and Development Plan within 120 days of the date a request is made by the LESSOR to update the Farm Management and Development Plan required by this lease.

Pursuant to 17.10.140(D)(4), failure on the part of the LESSEE to substantially use and develop the leasehold in accordance with the Farm Management and Development Plan within the timeframe specified in the plan shall constitute grounds for cancellation. Utilization or development of the leased land for uses other than those allowed by this lease and specified in the approved Farm Management and Development Plan shall be grounds for termination of the lease. The mayor or his designee shall determine whether the plan is substantially complete and may extend these deadlines for good cause shown or when the mayor determines it to be in the borough's best interests.

9. Identification of Livestock. All livestock permitted on a borough grazing lease shall be properly identified and, if applicable, such identification registered in accordance with AS 03.40.010 -03.40.270.
10. Health of Livestock. Prior to placing livestock on the lease all animals shall be examined by a veterinarian, experienced cattleman or other qualified professional, and if determined necessary treated for any diseases and parasites. Livestock shall be cared for using acceptable livestock husbandry practices at all times. Sick or dead animals shall be promptly treated or disposed of in a lawful manner which affords the greatest protection of humans, other livestock, wildlife and domestic animals. If applicable, AS 03.45 controls over this section.
11. Control of Livestock. LESSEE shall have sufficient control of livestock to keep all livestock within the boundaries of the leasehold at all times. It is the responsibility of the LESSEE, upon approval and at no expense to the LESSOR, to properly locate and place fencing or other deterrents to the movement of livestock.
12. Certified Seed, Forage and Other Plant Materials. Whenever possible, any plant seed introduced to the property shall be certified. Certification shall be by a state program or a state recognized program or authority. LESSEE shall take all other reasonable precautions to avoid the spread of noxious or invasive species through forage products, plant seeds, other plant materials, feedstuffs or any other means.
13. Surface Resources. Unless otherwise provided by this lease, Farm Management and Development Plan, or other written authorization, the LESSEE may not sell or remove from the leasehold any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes.

Up to 1,000 Cubic Yards of on-site materials may be utilized at the current rate set forth in the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees pursuant to KPB 1.26, provided LESSEE includes the borrow site location and utilization plan in the Farm Management and Development Plan.

14. Petroleum Products, Chemicals, and Hazardous Materials. LESSEE shall comply with all applicable laws and regulations concerning petroleum products, chemicals, hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the lands leased herein. In no event may LESSEE utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials including petroleum products.

Storage and use of petroleum products, pesticides, or other chemicals is allowed only in amounts necessary, only as specified in the approved Farm Management and Development Plan, and only upon condition that LESSEE exercise proper care, handling, and safe and proper storage, and according to labeled directions when applicable. Fuel may not be placed within 100 feet of any wetland or the mean or ordinary high water mark of any lakes, streams, or other bodies of water. Fuel and pesticides must be stored in leak proof containers and placed within a secondary containment, impermeable berms and basins capable of retaining 110 percent of storage capacity plus 12 inches of free board to minimize uncontained spills or leaks.

The LESSEE agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water. Pesticides may be used only according to labeled directions. Aerial spraying of pesticides shall not be allowed.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the subject lands during the term of this lease, LESSEE shall IMMEDIATELY report such release to the KPB Planning Director or other appropriate KPB official and to any other agency as may be required by law, and LESSEE shall, at its own cost, assess, contain and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 C.F.R. 171.8, and any other substance determined by the federal government, the state of Alaska or KPB, to pose a significant health and safety hazard.

As used herein, "hazardous waste" means a hazardous waste as identified by the Environmental Protection Agency under 40 C.F.R. 261, and any other hazardous waste as defined by the federal government, the state of Alaska or KPB.

The covenants and obligations described in this article shall survive the termination of this lease.

15. Liens and Mortgages. LESSEE shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the property, LESSEE shall immediately cause the lien to be released. LESSEE shall immediately refund to LESSOR any monies that LESSOR may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorney's fees.

IV. RIGHTS RESERVED BY LESSOR

16. Reservation of Easements. The LESSOR expressly reserves the right to take for the use of the LESSOR and the right to grant to third parties, easements or rights-of-way of unlimited size across the parcel herein leased if it is determined to be in the best interest of the LESSOR to do so, even if the creation of the easement or right-of-way terminates the entire leasehold estate; provided, however, that the LESSEE shall be entitled to compensation for all improvements which are damaged or destroyed as a direct result of such easement or right-of-way. LESSEE will not be entitled to compensation for loss of available forage, however the rental rates may be adjusted to reflect any changes in total lease-hold acreage.
17. Surface Reservations. The LESSOR hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of exploring for, opening, developing, harvesting, drilling and working surface mines, excavations, or timber sales on these or other lands and taking out and removing therefrom all valuable surface resources such as timber, stone, gravel or any other material valuable for building or commercial purposes and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient to such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

The parties acknowledge and agree that this lease and land are subject to a reservation of rights by the State of Alaska to enter and extract minerals and to use the surface as provided in AS 38.05.125.

As the parties agree that these are reserved rights, which are reflected in the annual lease rental, in the event that LESSOR exercises a right in Items 1 or 2 above, it is agreed and understood that LESSEE shall receive no damages for such grant or action.

V. MISCELLANEOUS TERMS AND CONDITIONS

18. Assignments. Lessee may assign this Lease only if approved in advance by KPB. Applications for assignment shall be made in writing on a form provided by the Land Management Division. The assignment shall be approved if it is found that all interests of KPB are fully protected. The assignee shall be subject to and governed by the provisions of this Lease and laws and regulations applicable thereto. No agricultural lease may be assigned within two years of the anniversary date.
19. Subleasing. LESSEE shall not sublease the Premises or any part thereof without written permission of the KPB Mayor when applicable. A sublease shall be in writing and subject to the terms and conditions of this Lease.
20. Waste. LESSEE shall not commit waste upon or injury to the lands leased herein.
21. Fire Protection. LESSEE shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the PROPERTY, and comply with all laws, regulations, and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the PROPERTY is located.
22. Safety. LESSEE shall be solely responsible for maintaining the premises in a safe and fit condition, including without limitation snow and ice removal from all improvements and areas on the PROPERTY as needed for LESSEE's use of the PROPERTY. LESSEE is responsible for the safety of all persons conducting activities on the PROPERTY under this LEASE.
23. Sanitation. LESSEE shall comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The PROPERTY shall be kept in a clean and sanitary condition and every effort shall be made to prevent pollution of the waters and lands. Sanitary facilities shall be in accordance with the State of Alaska, Department of Environmental Conservation regulations.

24. Hazardous Materials and Hazardous Waste. Storage, handling and disposal of hazardous waste shall not be allowed on PROPERTY. LESSEE shall comply with all applicable laws and regulations concerning hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the PROPERTY. In no event may LESSEE utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the PROPERTY during the term of this LEASE, LESSEE shall IMMEDIATELY report such release to LESSOR and any other agency as may be required by law, and LESSEE shall, at its own cost, assess, contain, and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 CFR 171.8, and any other substance determined by the federal government, the State of Alaska or Kenai Peninsula Borough, to pose a significant health and safety hazard. The covenants and obligations described in this article shall survive the termination of this License.

25. Compliance with Laws. LESSEE shall abide by all applicable federal, state, city, and borough statutes, ordinances, rules, and regulations. LESSEE is responsible for obtaining all federal, state, and local permits applicable to licensee's activities and shall keep such permits in good standing.

26. Easements and Rights-of-Way. This LEASE is subject to all easements, rights-of-way, covenants and restrictions of which LESSEE has actual or constructive notice. LESSOR reserves and retains the right to grant additional easements for utility and public access purposes across the PROPERTY and nothing herein contained shall prevent LESSOR from specifically reserving or granting such additional easements and rights-of-way across the PROPERTY as may be deemed reasonable and necessary.

As the parties agree that this is a reserved right which is reflected in the annual lease rental, in the event that KPB grants future additional easements or rights-of-way across the PROPERTY, it is agreed and understood that LESSEE shall receive no damages for such grant.

27. Inspections. LESSEE shall allow LESSOR, through its duly authorized representative, to enter and inspect the PROPERTY at any reasonable time, with or without advance notice to LESSEE, to ensure compliance with the terms and conditions of this lease. LESSOR's right to enter and inspect shall be exercised at LESSOR's sole discretion and the reservation or exercise of this right, and any related action or inaction by LESSOR, shall not in any way impose any obligation whatsoever upon LESSOR, and shall not be construed as a waiver of any rights of LESSOR under this LEASE.
28. Property Taxes. LESSEE shall timely pay all real property taxes, assessments and other debts or obligations owed to the Kenai Peninsula Borough. Pursuant to KPB Code, Section 17.10.150(H), any taxes levied against the leasehold interest shall be the responsibility of the LESSEE to pay when due. Pursuant to KPB Code, Section 17.10.120(F) this LEASE will terminate automatically should LESSEE become delinquent in the payment of any such obligations.
29. Cancellation. At any time that this LEASE is in good standing it may be canceled in whole or in part upon mutual agreement by LESSEE and LESSOR, on such terms as the Mayor, or Mayor's Designee determines to be in the best interest of the Kenai Peninsula Borough.
30. Termination. Upon termination of this LEASE, LESSEE covenants and agrees to return the property to LESSOR in the condition which existed immediately prior to entry on the PROPERTY by LESSEE, and to immediately remove all items of personal property subject to the conditions of Section 24 below. All terms and conditions set out herein are considered to be material and applicable to the use of the PROEPRTY under this LEASE. Subject to the following, in the event of LESSEE's default in the performance or observance of any of the LEASE terms, conditions, covenants and stipulations thereto, and such default continues for thirty (30) calendar days after written notice of the default, LESSOR may cancel this lease, or take any legal action for damages or recovery of the PROPERTY. No improvements may be removed during the time in which the LEASE is in default.
- In the event LESSEE breaches any provisions prohibiting the release of hazardous chemicals, hazardous materials, or hazardous waste on the PROPERTY, and fails to immediately terminate the operation causing such release upon notice from LESSOR, then LESSOR may immediately terminate this LEASE without notice to LESSEE.
31. Violation. Violation of any of the terms of this LEASE may expose LESSEE to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.

32. Notice of Default. Notice of the default, where required, will be in writing and as provided in Section 27 of this LEASE.

33. Entry or Re-entry. In the event that this LEASE is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the LESSEE during the LEASE term, LESSOR or its agents, servants or representatives, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings, or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by LESSOR shall not be deemed an acceptance of surrender of the contract.

34. Removal or Reversion of Improvements Upon Termination of Lease.

Improvements on the PROPERTY owned by LESSEE shall, within ninety (90) calendar days after the termination of the LEASE, be removed by LESSEE; provided such removal will not cause injury or damage to the land; and further provided that LESSOR may extend the time for removing such improvements in cases where hardship is proven. LESSEE may dispose of its improvements to a succeeding lessee with the consent of LESSOR.

If LESSEE fails to remove improvements or chattels upon LESSOR's request, the LESSOR may do so at the expense of LESSEE.

At LESSOR's sole option, it may choose to retain the improvements or chattels rather than having them removed. If LESSOR elects to retain the improvements and chattels, it shall give written notice of the election to LESSEE. Upon request, LESSEE shall convey said improvements and/or chattels by appropriate instrument to LESSOR.

35. Rental for Improvements or Chattels Not Removed. Any improvements and/or chattels belonging to LESSEE or placed on the PROPERTY during its tenure with or without its permission and remaining upon the premises after the termination of the contract shall entitle LESSOR to charge a reasonable rent therefor.

36. Resale. In the event that this LEASE is terminated, canceled, forfeited, or abandoned, LESSOR may offer said land for sale, lease, or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations.

37. Notice. Any notice or demand, which under the terms of this LEASE must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

All notices shall be sent to both parties as follows:

LESSOR:

Planning Director
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669

LESSEE:

Robert Gibson, Partner
Alaska Land and Cattle Company
PO Box 650
Cooper Landing, AK 99572

38. Responsibility of Location. It shall be the responsibility of LESSEE to properly locate itself and its improvements on the PROPERTY.

39. Liens and Mortgages. LESSEE shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the PROPERTY, LESSEE shall immediately cause the lien to be released. LESSEE shall immediately refund to LESSOR any monies that LESSOR may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorney's fees. For the purpose of interim financing or refinancing of the improvements to be placed upon the PROPERTY, and for no other purpose, LESSEE may, upon written approval of LESSOR, encumber by mortgage, deed of trust, assignment or other appropriate instrument, LESSEE's interest in the PROPERTY and in and to the LEASE, provided said encumbrance pertains only to the leasehold interest. Any such encumbrance shall be entirely subordinate to LESSOR's rights and interest in the PROPERTY.

A leasehold mortgagee, beneficiary of a deed of trust or security assignee shall have and be subrogated to any and all rights of the LESSEE with respect to the curing of any default hereunder by LESSEE.

In the event of cancellation or forfeiture of this LEASE for cause, the holder of a properly recorded mortgage, deed of trust, or assignment will have the option to

acquire the LEASE for the unexpired term thereof, subject to the same terms and conditions as in the original instrument, as may be amended.

40. Non-Waiver Provision. The receipt of payment by LESSOR, regardless of LESSOR's knowledge of any breach by LESSEE, or of any default on the part of LESSEE in observance or performance of any of the conditions or covenants of this LEASE, shall not be deemed to be a waiver of any provision of the LEASE. Failure of LESSOR to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of LESSOR to enforce the same in the event of any subsequent breach or default. The receipt by LESSOR of any payment of any other sum of money after notice of termination or after the termination of the LEASE for any reason, shall not reinstate, continue or extend the LEASE, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.
41. Jurisdiction. Any lawsuits filed in connection with the terms and conditions of this LEASE, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law, without regard to conflict of law principles.
42. Savings Clause. Should any provision of this LEASE fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this LEASE or constitute any cause of action in favor of either party as against the other.
43. Binding Effect. It is agreed that all covenants, terms, and conditions of this LEASE shall be binding upon the successors, heirs and assigns of the parties hereto.
44. Full and Final Agreement. This LEASE constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This LEASE may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. LESSEE avers and warrants that no representations not contained within this LEASE have been made with the intention of inducing execution of this LEASE.
45. Warranty of Authority. LESSEE warrants that the person executing this LEASE is authorized to do so on behalf of LESSEE.

LESSEE: Robert Gibson and Filip
Martushev, DBA Alaska Land &
Cattle

LESSOR: Kenai Peninsula Borough

Robert Gibson, Partner

Charlie Pierce, Borough Mayor

Dated

Dated

Filip Martushev, Partner

Dated

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship
Borough Clerk

Sean Kelley
Deputy Borough Attorney

KPB NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

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

Notary Public in and for Alaska
Commission expires: _____

LESSEE NOTARY ACKNOWLEDGMENTS

STATE OF ALASKA)

Kenai Peninsula Borough
KPBL# «Authorization»; Alaska Land & Cattle Co

THIRD JUDICIAL DISTRICT) ss.
)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by Robert Gibson, of Alaska Land and Cattle Company, for and on behalf of the
company.

Notary Public for State of Alaska
Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by Filip Martushev, of Alaska Land and Cattle Company, for and on behalf of the
company.

Notary Public for State of Alaska
Commission Expires: _____

FARM- & RANGELAND

DEVELOPMENT PLAN for KENAI BOROUGH OWNED LAND Parcel # 18521053

The following plan is designed and submitted by
Robert Gibson for ALASKA LAND & CATTLE COMPANY.

Land parcel Description

The total land parcel size is 280 acres of undisturbed land
The land has never been cultivated and is massively overgrown by alder patches and thick willow brush.
There are some open alpine meadow patches of land with very thick tussock forming
Calamagrostis reed grass as well as other grasses and forbes.
Some noxious weeds has been found throughout these meadows.
The terrain is undulating and steep with multiple deep ravines parts of which will have to be graded
To provide access to farmable fields.
This land parcel is located 22 miles outside of the city of Homer proper.
There is no electricity nor any landline or cellular service provided in the vicinity.
The parcel is transected by the Basargin Road and the Echo Lake gravel pit.

Mission Statement and Use of Land

It is our desire to develop this virgin land for the purpose of
Production of Hay
Development and creation of Pastured land for livestock.
Utilize a portion of the land (Described in Contract as Managed Forestry) to harvest Forestry Products.

Fencing of Leased lands

Alaska Land & Cattle Company practices a Holistic and Permaculture approach to dealing with the land.
Therefore we will use the grazing technique called Rotational Grazing in which livestock is moved
frequently from paddock to the next paddock giving the grazed vegetation a better chance for

regenerated growth Upon which that regenerated area is again visited by livestock for fresh new grazing.

In this grazing method there is no need for permanent fencing , as the fences have to be moved frequently.

Barn yard site

A barn site of up to 3 acres in size will be created to provide ample space for

Hay Storage facilities

Tool Sheds

Livestock Sorting Corrals

Loading

Farm Machinery and Implements Storage

Cattlemen's Cabin

The Barnyard Site will be permanently fenced and marked for information of it's existence to the public

And trail users.

Location of the Barnyard Site is marked on attached map with the label B.

Water

Given the fact of Rotational Grazing It is obvious that drinking water stations for livestock also have to be rotated in their locations.

Therefor no permanent water troughs will be installed.

However, depending of weather and climatic conditions it may become necessary to excavated one or several ponds within the grazing area.

If that need arises the landowner will be notified.

Access

A few graded pads will later be constructed for egress to the different fields.

Livestock to graze the leased land

Beef Cows , Horses , Sheep and Goats.

Each animal will be verified and inspected by a licensed veterinarian or skilled livestock manager prior to placement on the land.

Each animal will carry proper Identification as required by Alaska Department of Agriculture.

Identification by bhy Branding and a numbered Ear Tag.

Sheep and Goats will be registered with a Scrapie NJumber Identifier.

Development Work Schedule and Time Table

The first 2 years will be mainly concentrated on clearing vegetation to give room for hay fields and p0astures.

There is a fairly good amount of vegetative biomass already on the land so we will initially allow some grazing with a controlled numbers of livestock on select and suitable meadow open land sections.

Weather allowing we will attempt to seed in some cleared areas.

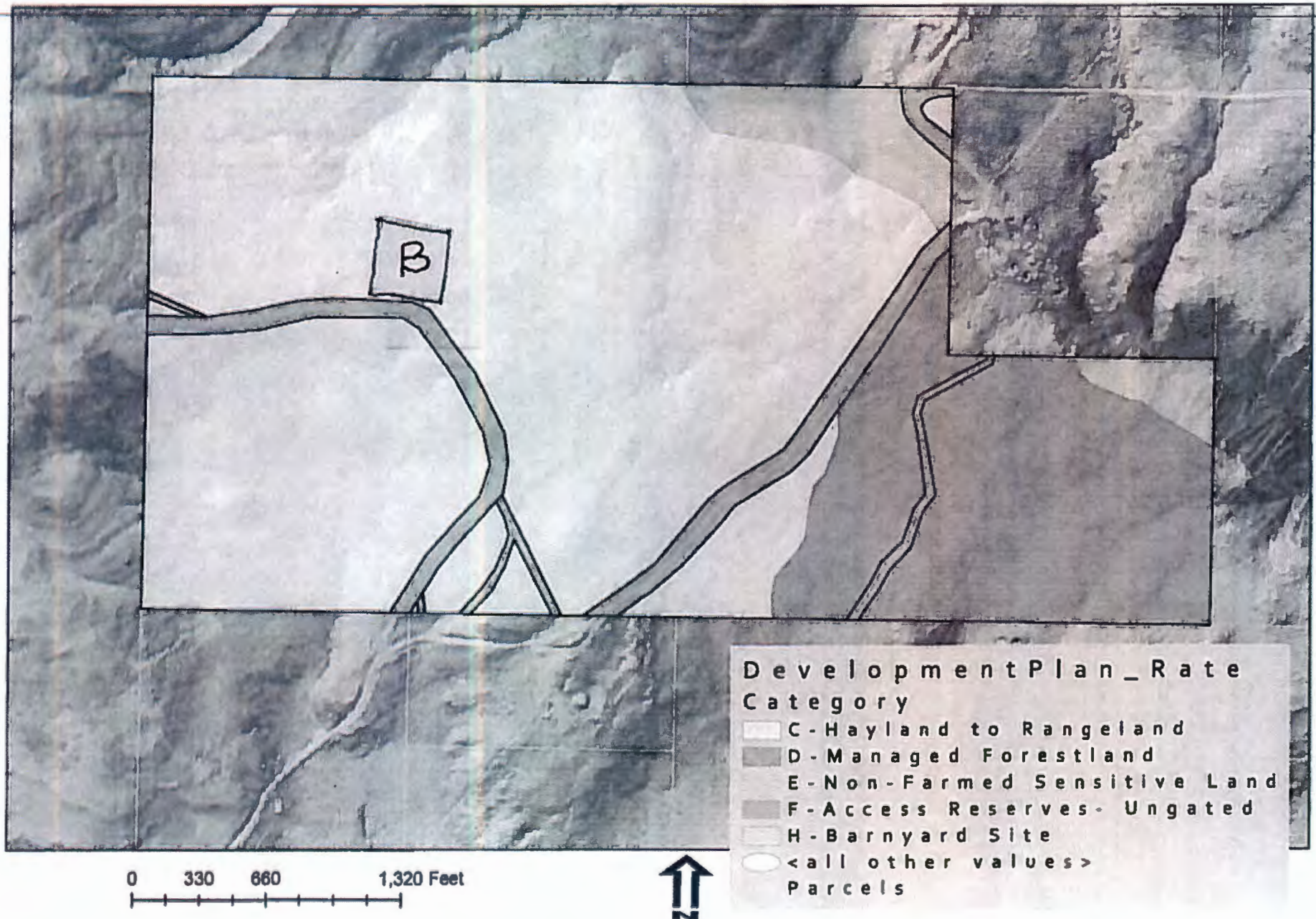
Third year continued clearing of bru8sh and alders growths with more areas seeded in.

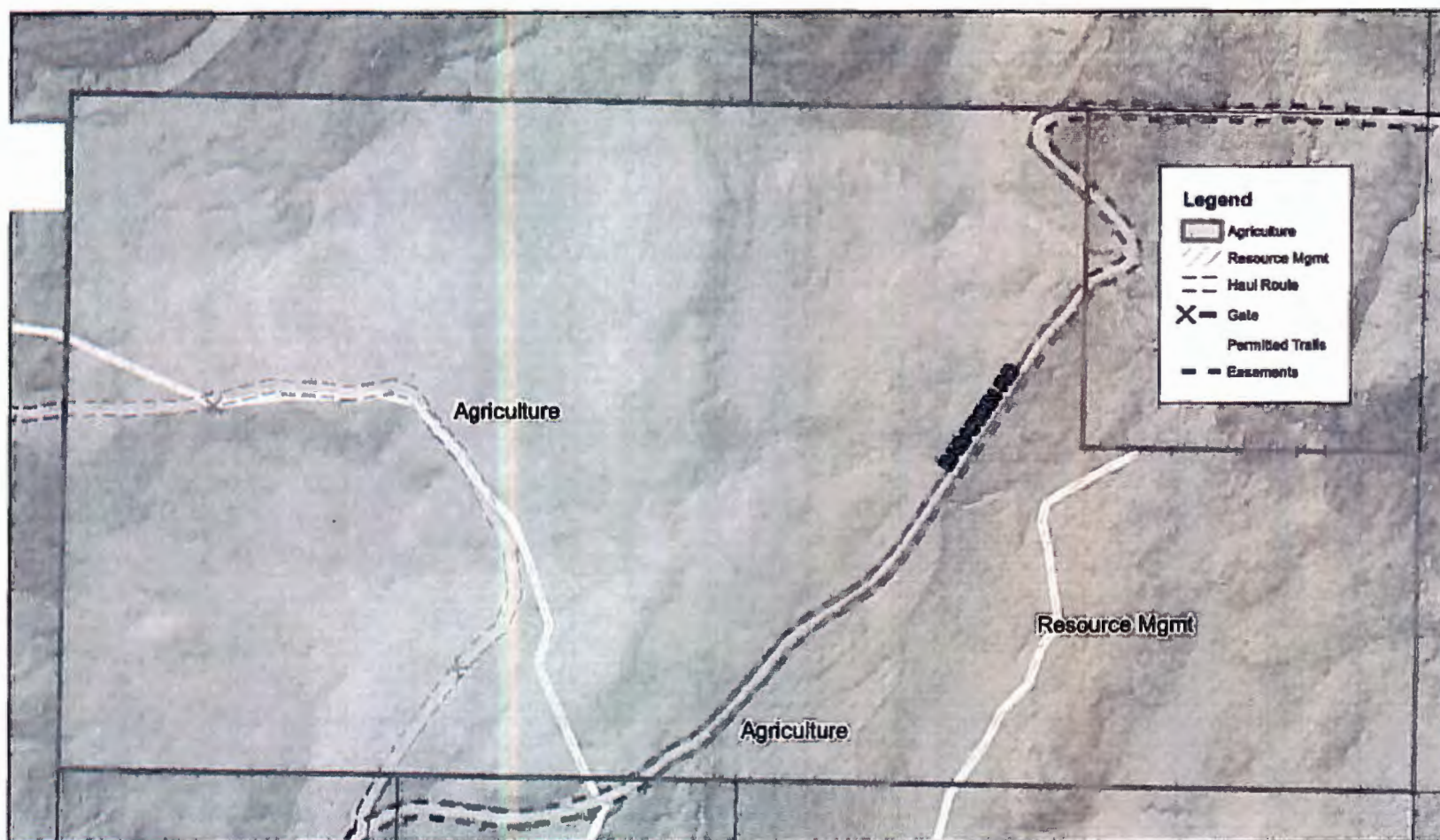
Consecutive years will hopefully see the first harvest of our efforts..

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





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

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:

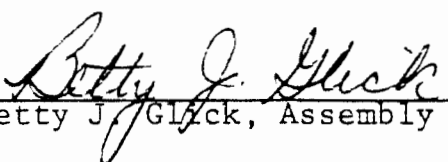
Section 1. That KPB 2.58 is amended by adding a new section to read as follows:

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.

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:



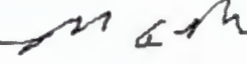
No:


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)

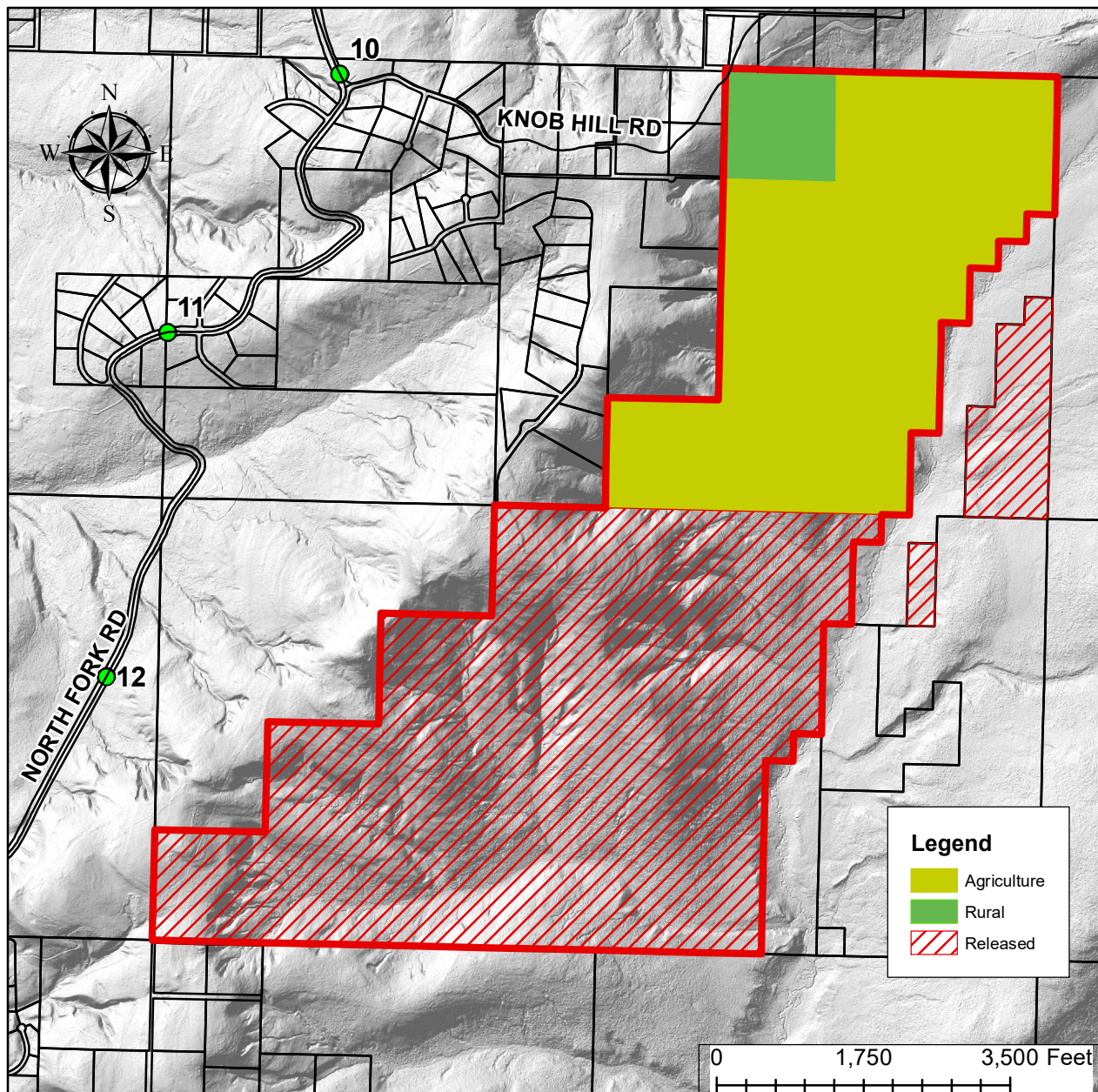
Pursuant to KPB 17.10.080, classification provides direction on how the Borough should manage its land. An application has been received to classify a 40-acre portion of a 1,115.64-acre parcel in the Anchor Point area. The parcel is subject to a 55-year Grazing-Resource Management lease issued by the 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.

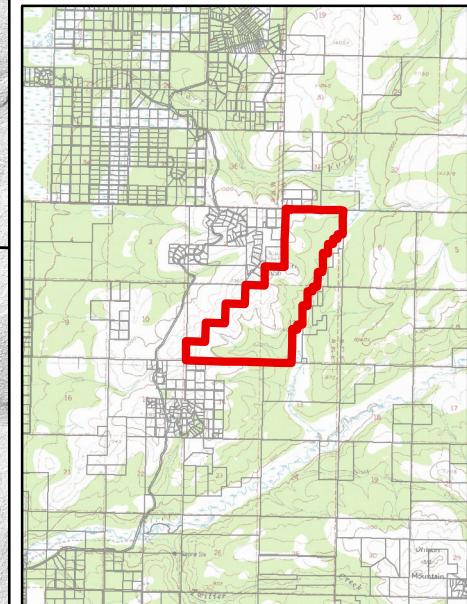
This resolution is scheduled to come before the Planning Commission at its June 14, 2021 meeting. The recommendations of the Planning Commission will be submitted to the assembly prior to its consideration of this resolution.

Your consideration of this resolution is appreciated.



Proposed Land Classification

Assessor Tax
Parcel Number
171-040-22



*The information depicted hereon
is for a graphical representation
only of best available resources.*

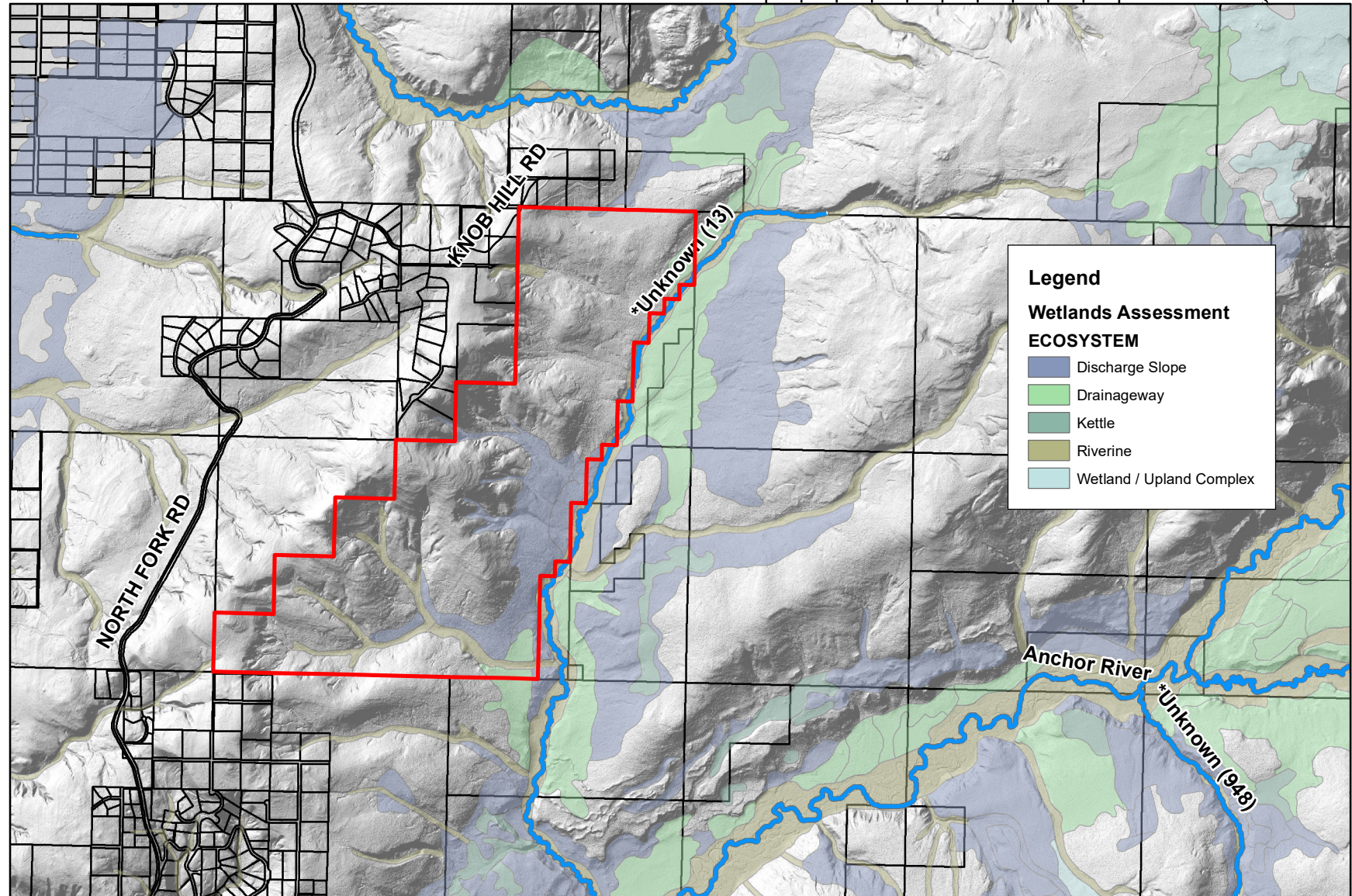
*The Kenai Peninsula Borough
assumes no responsibility for
any errors on this map*

jd 4.29.21

TOPOGRAPHY

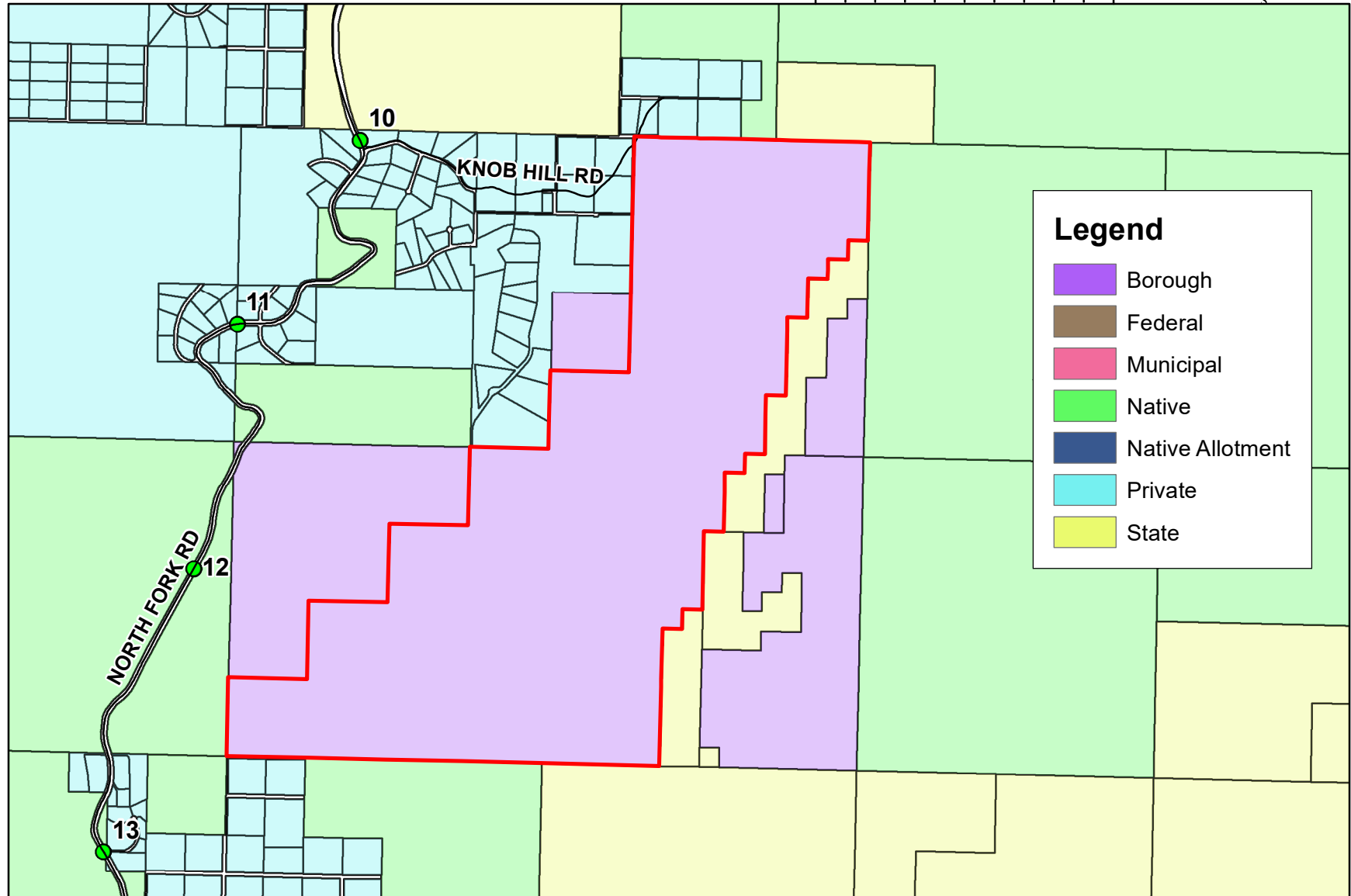
APN: 17104022

0 3,950 7,900 Feet



SURROUNDING LAND OWNERSHIP

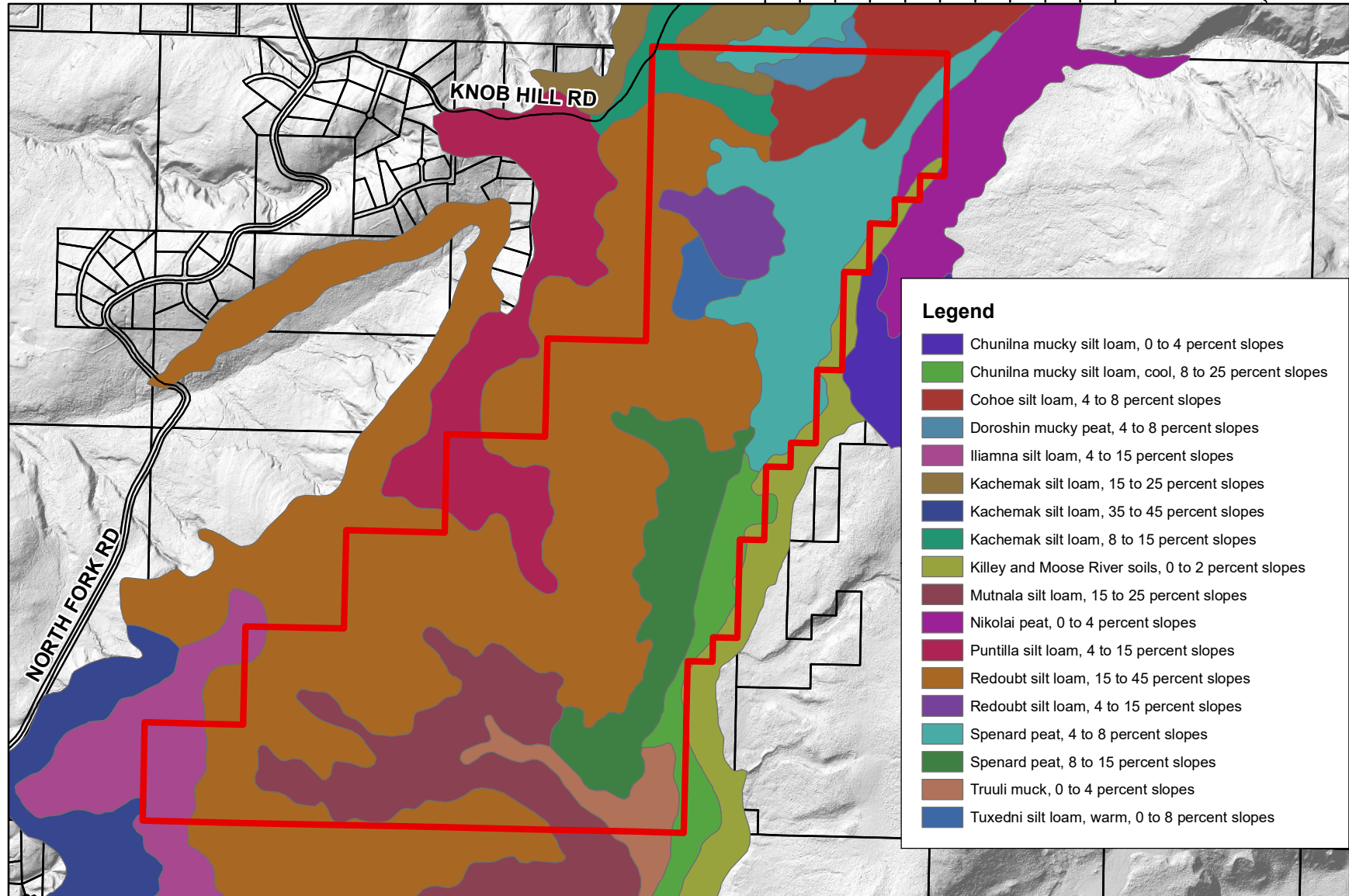
APN: 17104022



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% Chuniina 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 borough 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 compatibility. 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: Mayor
Date: 07/06/21
Action: Adopted as Amended
Vote: 6 Yes, 2 No, 1 Absent
Date: 07/06/21
Action: Notice of Reconsideration
Given by Dunne

**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 approval as amended by unanimous 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 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: Bjorkman, Carpenter, Derkevorkian, Elam, Johnson, Hibbert
No: Dunne, Chesley
Absent: Cox

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.

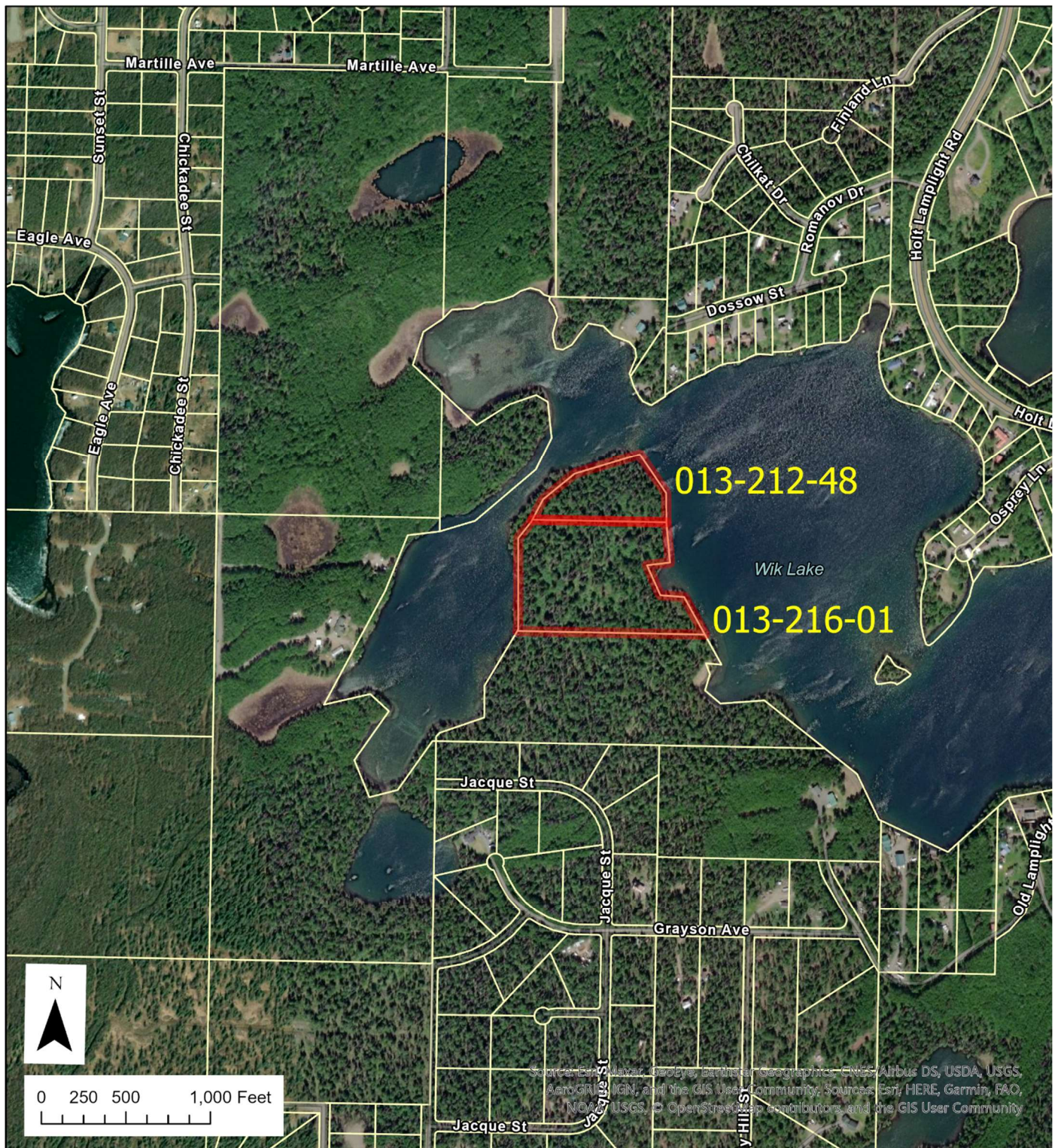
7. Access: Parcels are accessible by water from Wik Lake, a public waterbody with floatplane capabilities and undeveloped section line access to the lake. There is no documented physical overland access to subject parcels. Potential physical access could be gained by obtaining easements through adjacent 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 (undesignated).
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

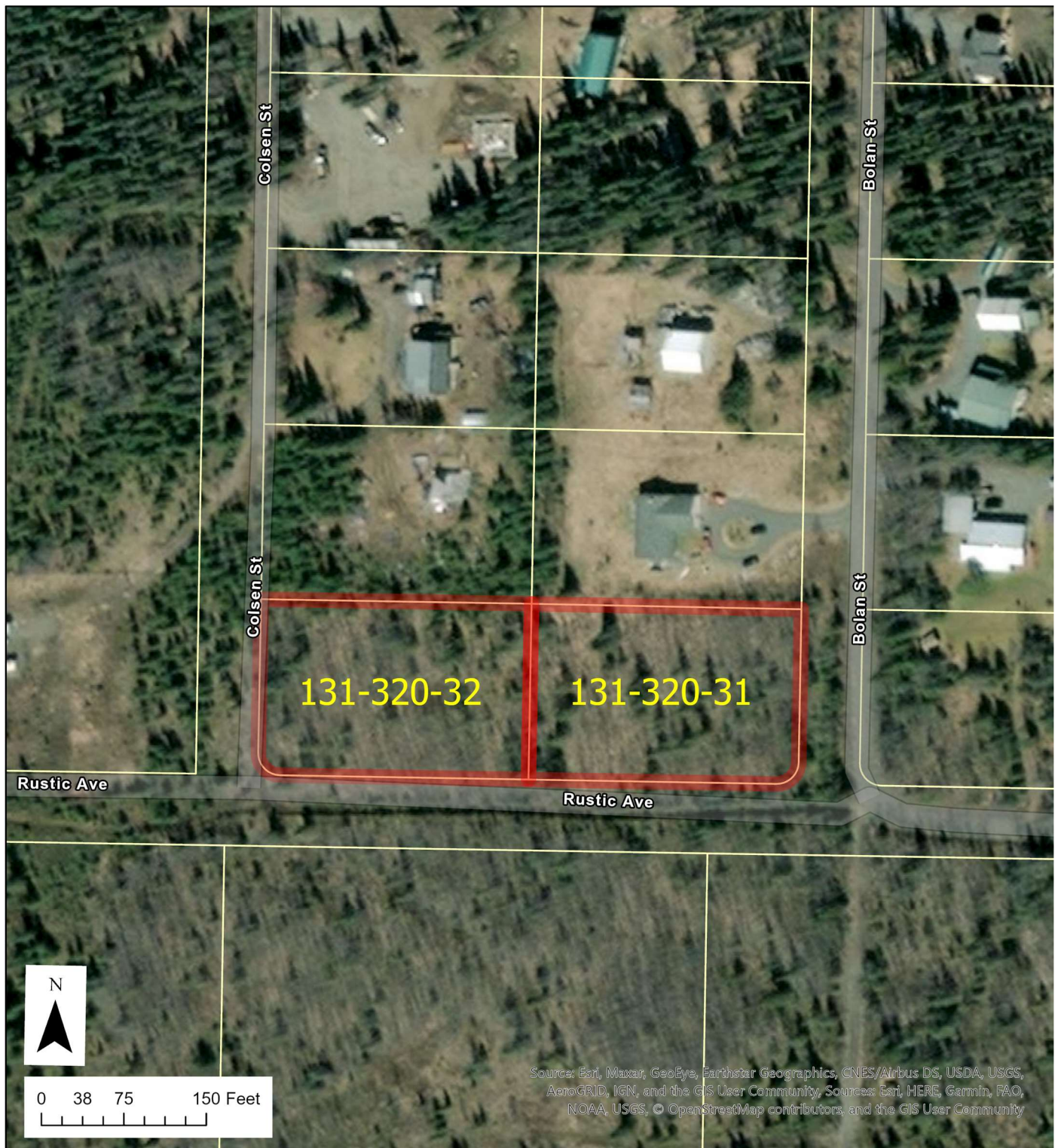
11. Department / Agency Comments: None

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.

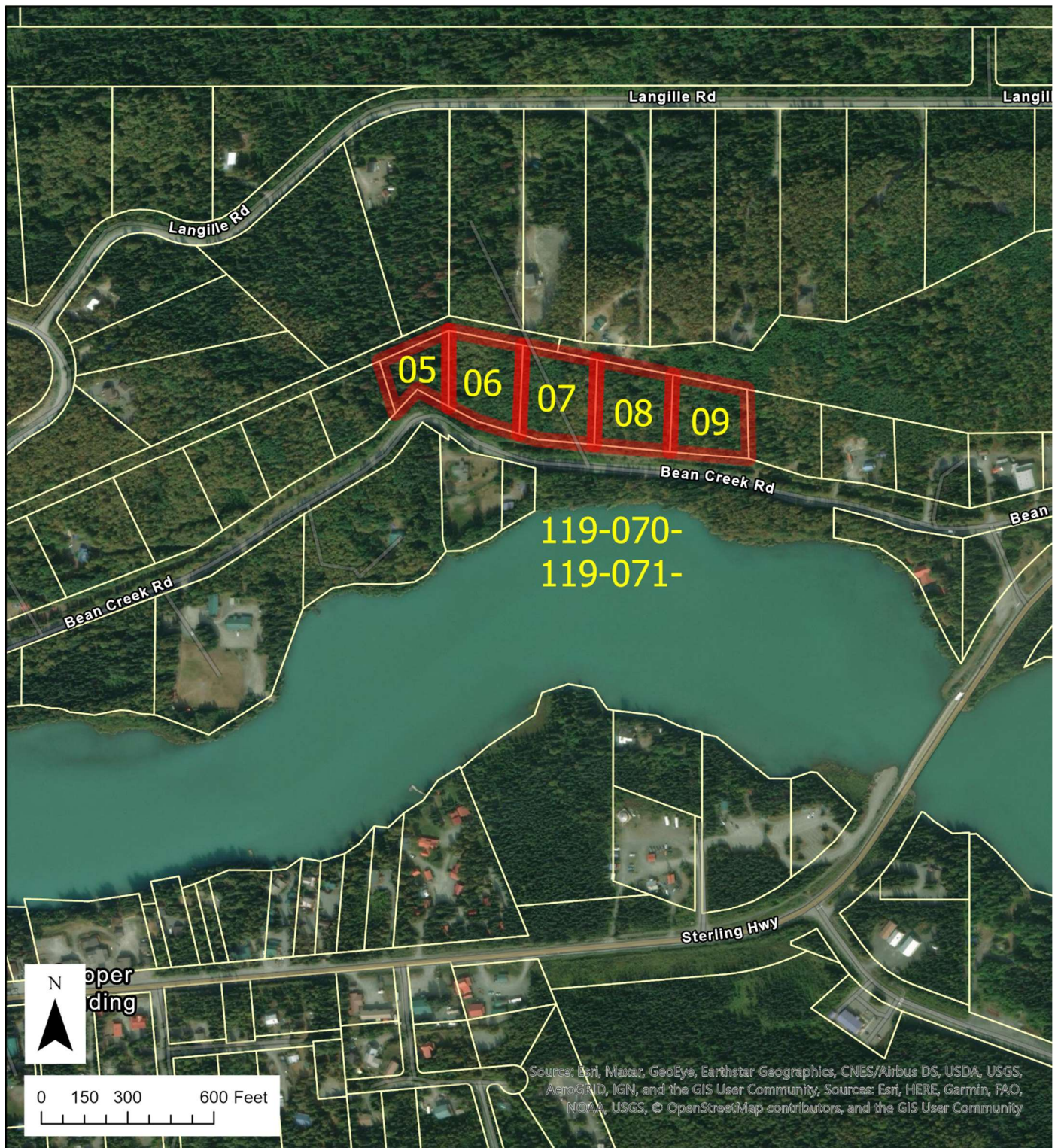
Source Data: Soil Survey Cooper Landing Area Alaska, 1984, U.S.D.A. Soil Conservation Service,
(Note: Soil information is not site-specific and does not eliminate the need for onsite testing and sampling).
5. Surrounding Land Use: These parcels are within the Cooper Landing Land Use Plan 1992/1996 area, 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.

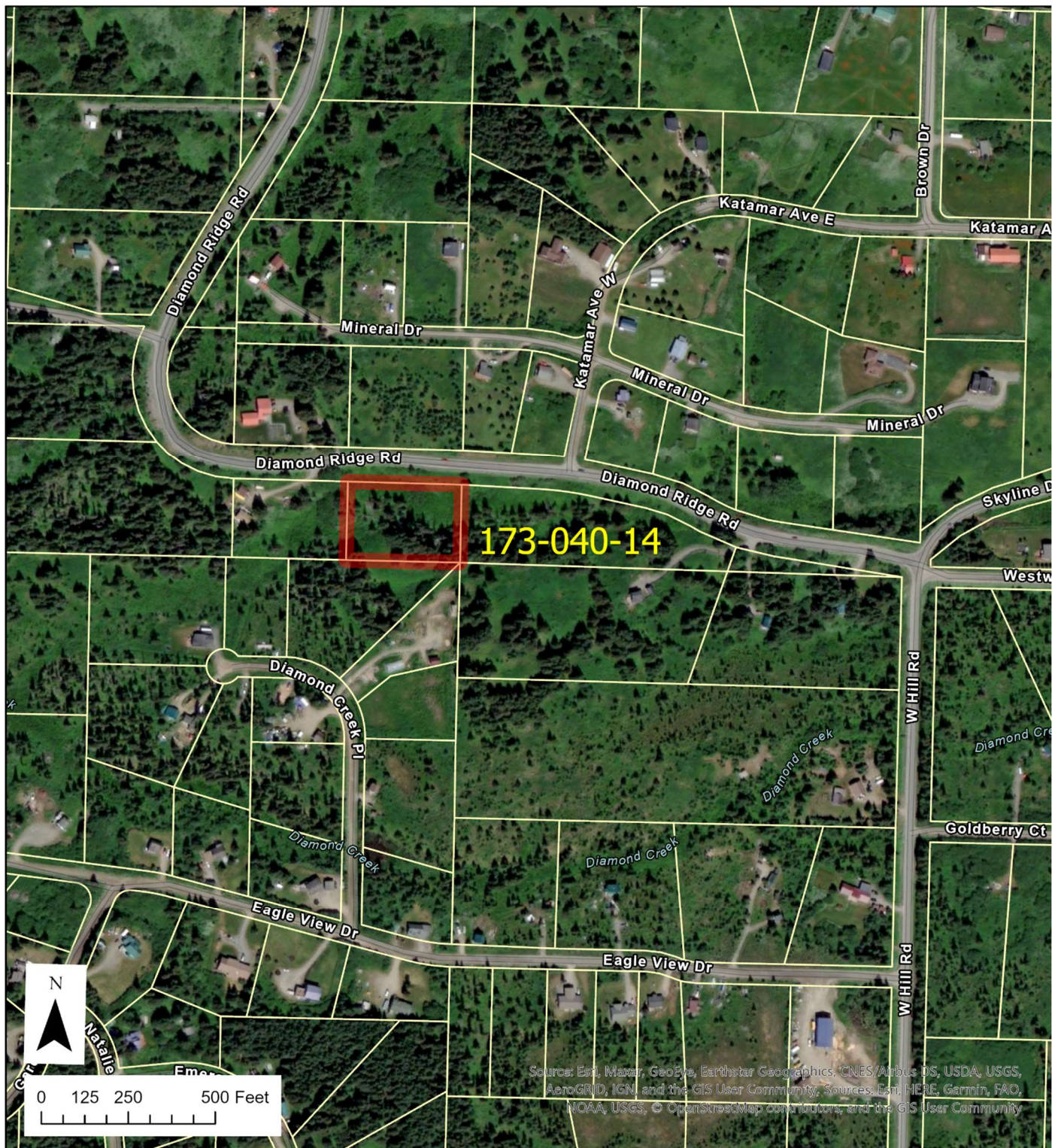
7. Access: Potential access may be by way of West Hill Road to Diamond Ridge Road. Potential access route is comprised of developed paved roads. Access to subject parcel may be difficult due to topography of parcel along Diamond Ridge Road.
8. Utilities: Electric and gas utility are in the area.
9. APC 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.

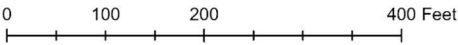
Conclusions:

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.

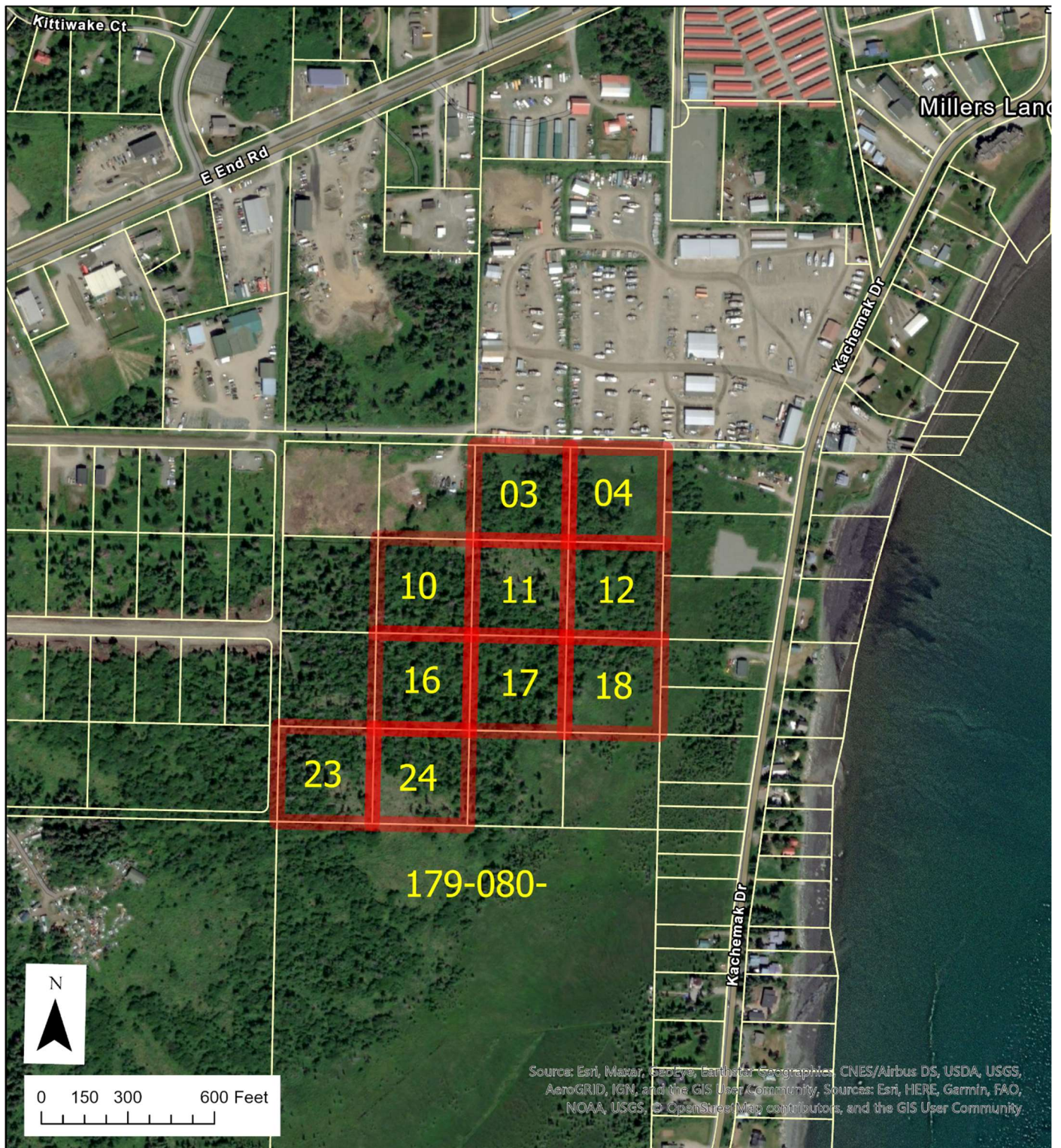
Additional management consideration should be given to the information contained in document “Homer Wetland Complexes and Management Strategies”, prepared by Mike Gracz, Kenai Watershed Forum (February 4, 2011). Wherein the author identifies two unique wetlands located on subject parcels, East Beluga 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
<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: 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.

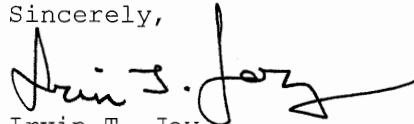
This preliminary jurisdictional determination is valid for a period of five (5) years from the date of this letter, unless new information supporting a revision is provided to this office before the expiration date.

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 Oshank

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 <u>Dan</u>	From <u>Reece James</u>
Dept./Agency	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.

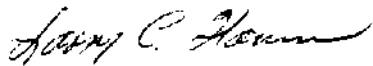
3. There is very little undeveloped public land within the city limits which can be developed for use by the public. The city owns a total of 16 acres of undeveloped land, ten of which consists of four 2 1/2 acre parcels interspersed with the borough lands outlined above. (The City Council has also dedicated 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.

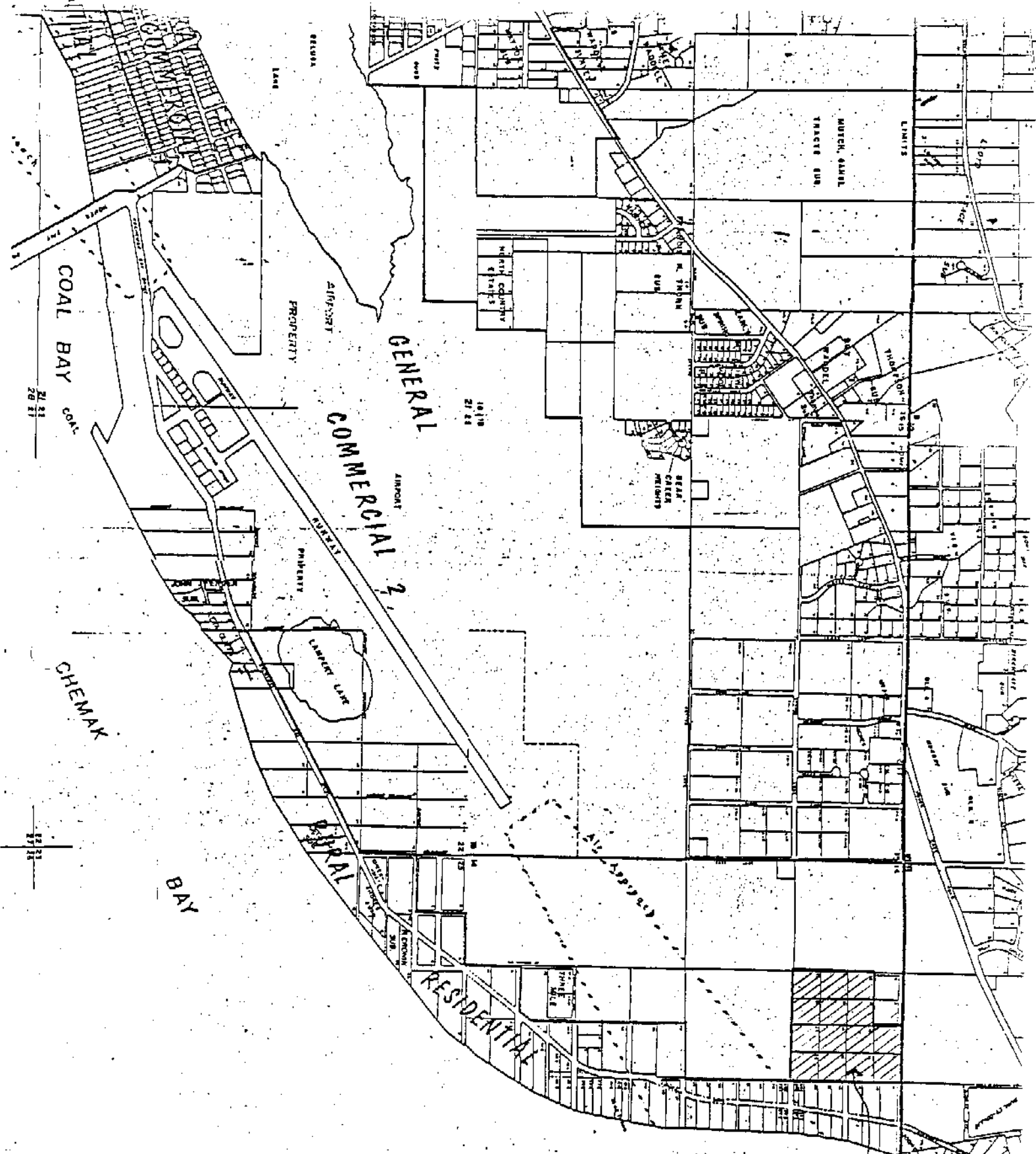
If there is anything further you require, please let us know.

Very truly yours,


Larry C. Farnen
City Manager

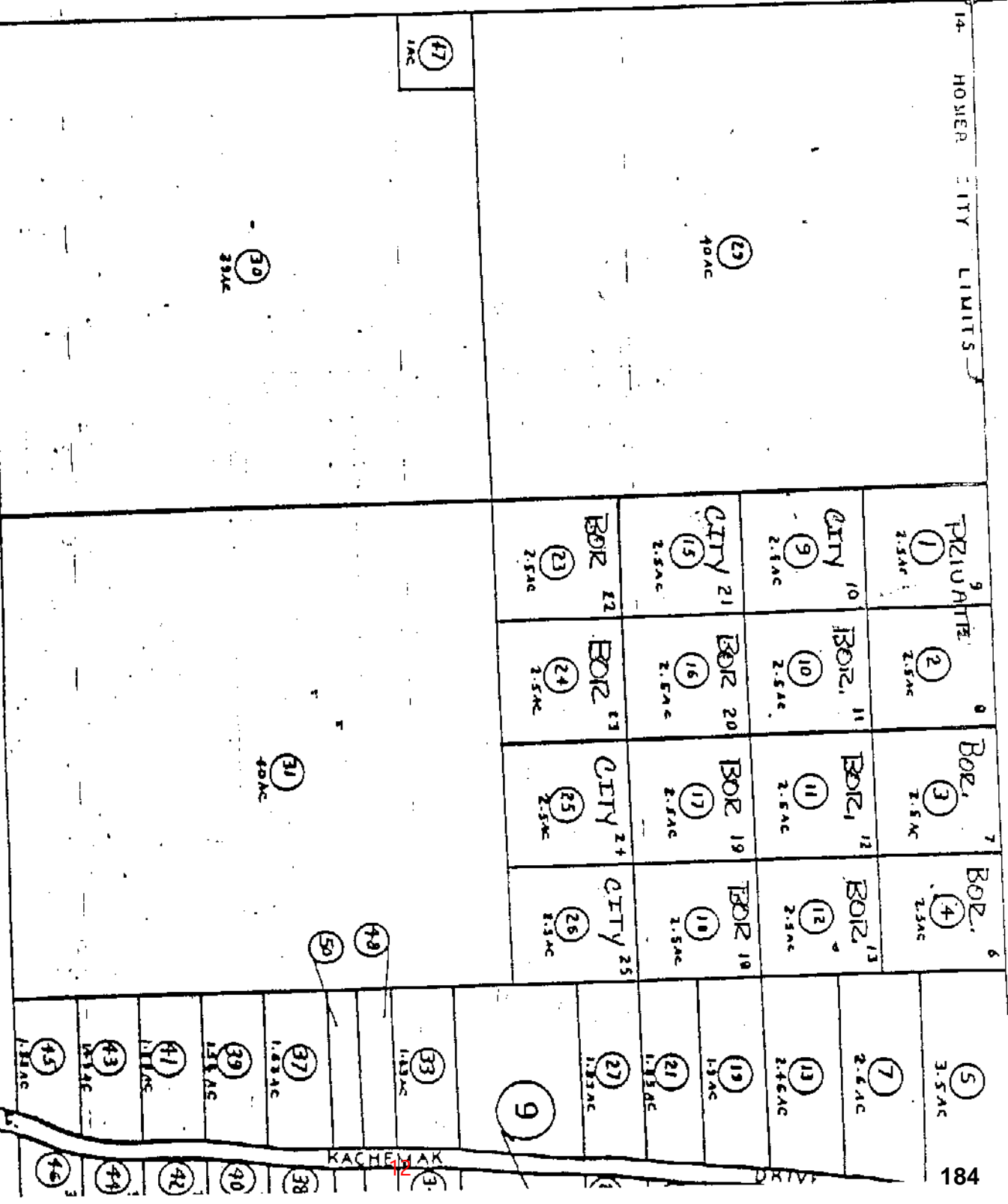
LCF/RK/pb

enclosures



LOCATION OF
Subject Prop

13
14 HOMER CITY LIMITS



10

GOVERNMENT S



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

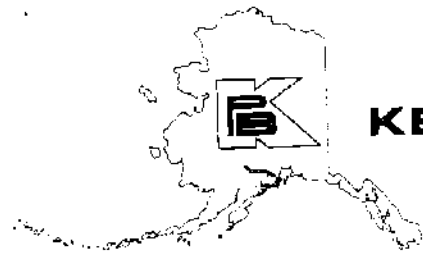
Philip C. Shealy
Philip C. Shealy
City Manager

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

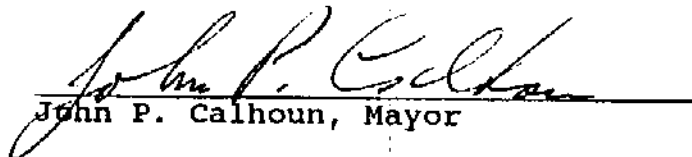
WHEREAS, the City Council of Homer did adopt the Paul Banks Day Use Park as part of the 1989 Capital Improvement Program; and

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.

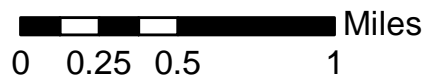
West Beluga Slope

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

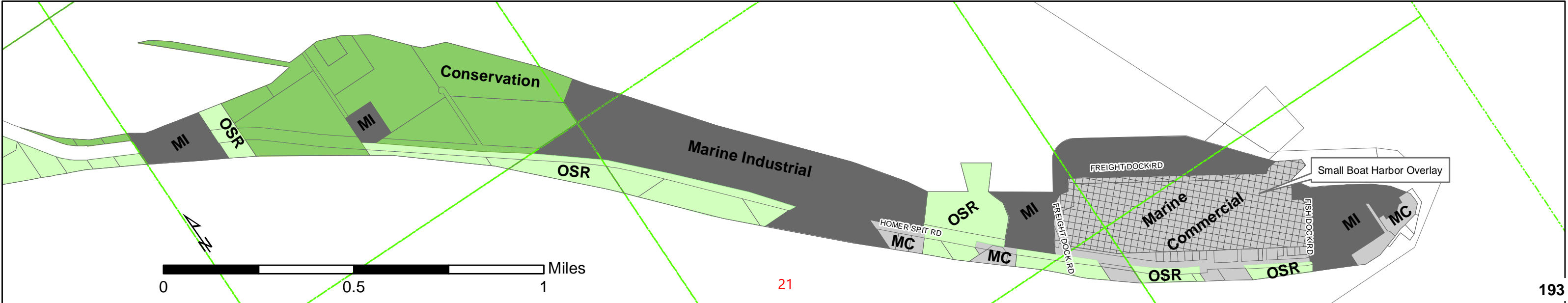


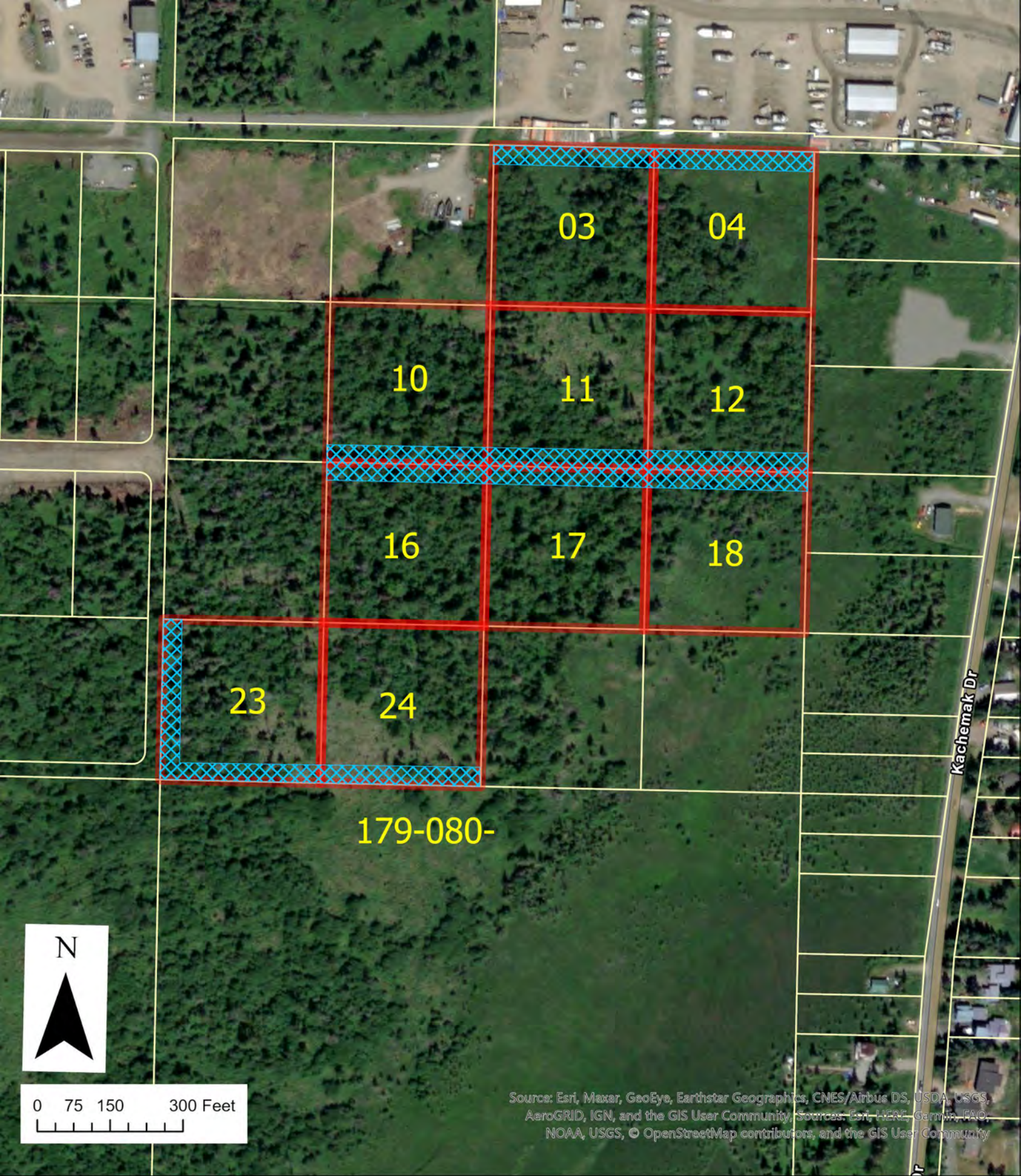
November 2, 2020

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


Kenai Peninsula Borough

Planning Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor

FROM: Melanie Aeschliman, Planning Director 

DATE: June 30, 2021

RE: Resolution 2021-054: A Resolution Classifying Certain Parcels of Borough Owned Land in the Nikiski, Soldotna, Sterling, Hope, Homer, Skilak Lake, Cooper Landing and Beluga areas.

The Kenai Peninsula Borough Planning Commission reviewed the subject resolution during their regularly scheduled June 28, 2021 meeting.

An amendment motion passed by majority vote to recommend amending the resolution to remove parcel 035-290-33 and direct borough administration to move forward with the process of adding this parcel to the Percy Hope LOZD, mixed residential zone. (7-Yes, 2-No, 2-Absent)

An amendment motion passed by majority vote to recommend amending the resolution to change the classification of the five lots in the Cooper Landing area to residential. (8-Yes, 1-No, 2-Absent)

An amendment motion passed by majority vote to recommend amending the resolution to change the classification of parcels 063-011-11 & 063-043-29 to agricultural. (7-Yes, 2-No, 2-Absent).

An amendment motion passed by unanimous vote to recommend amending the resolution to remove the 10 properties in the Homer area that are zoned East End Mixed Use. (9-Yes, 0-No, 2-Absent).

A motion passed by unanimous vote to recommend approval as amended to Resolution 21-054, A Resolution Classifying Certain Parcels of Borough Owned Land in the Nikiski, Soldotna, Sterling, Hope, Homer, Skilak Lake, Cooper Landing and Beluga areas. (9-Yes, 0-No, 2-Absent)

In the Resolution, please make the following amendment to the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of June 28, 2021 recommended approval as amended by unanimous vote.

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

ingress/egress/parking plan and determined there is enough room. The Borough and the State do not have any requirements related to visual buffering or lighting, and the site plans does not have anything proposed in these areas. He again noted that is not a retail facility so the traffic would consist of delivery trucks and employee vehicles. The road to this facility is not Borough maintained so the maintenance will have to be address by private contractors.

Ms. Tideswell then asked where she could get copy of the site plan. Chairman Martin stated that it was available online and that she could contact Mr. Taylor directly and he could assist her in locating it.

Commissioner Venuti asked staff if the Borough has any data regarding problems related to marijuana cultivation facilities and retail operations. Mr. Taylor replied the borough does not keep a database specific to those type of complaints. He noted the Borough does has a code compliance office who may have information related to any code violations.

Commission Fikes noted the applicant states in his application that no signs are anticipated to be posted at their establishment. They do however reserve the option to place a sign not to exceed 4800 square inches on the front of their building if they choose.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes	9	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Gillham, Martin, Morgan, Venuti				
No					
Absent	Chesser, Ruffner				

AGENDA ITEM E. NEW BUSINESS

5. Resolution 2021-054: A resolution classifying certain parcels of Borough owned land in the Nikiski, Soldotna, Sterling, Hope, Homer, Skilak Lake, Cooper Landing and Beluga areas.

Staff report given by Marcus Mueller.

KPB Land Management proposes to classify 28 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.

Land Management is proposing two classifications for these parcels, Rural & Commercial. There a number of parcels from all around the borough, from Beluga to Hope to Nikiski, Sterling, Cooper Landing, Diamond Ridge areas that we are proposing a classification of Rural. The Rural classification definition has two-parts. Part one, states the land is remote and part two stated that the use is unrestricted. When borough land goes up for sale and purchased, the land classification does not go with it. Land Management chose to classify these parcels with that in mind – the rural classification reflects most closely to the current zoning district on these parcels which is rural unrestricted. Land Management wanted to be as clear as possible with these classifications.

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 large 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 shoreline 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.

Mr. Mueller noted that there was one comment received, which is in the desk packet from the Johnsons. They expressed concerns with this land being designated as rural with no restrictions. They stated these parcels should be kept as land that should be preserved as the best and highest use of the land, taking into account the concerns of the residents to maintain the atmosphere that the lake current provides.

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 (undesignated).

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: The Hope/Sunrise APC at the June 17, 2021 meeting recommended that parcel 03529033 not designated as rural but be sold with restrictions of the Percy Hope Local Option Zone.
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.

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
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 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:

- 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 (undesigned).
- Zoning:** Rural District pursuant to KPB 21.04.010(B).
- Topography:** Parcels are relatively level with smaller diameter spruce being present.
- 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).
- 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.
- Surrounding Ownership:** Surrounding land ownership consists of privately owned parcels.
- Access:** Potential access to parcels by way of Gas Well Road (developed) to Rustic Avenue (undeveloped).
- Utilities:** Gas and electric utility are in the area.
- APC Review:** No APC is established in this area.
- Public Comments:** None
- 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.

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
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 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 (undesigned).
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.

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
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 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.
11. 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.

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	0.98	Rural	Rural

		Recording District, State of Alaska.			
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

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 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 (undesignated).
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: two public comments were received, one supporting the proposed Rural Classification and another recommending the classification of Residential.
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.

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. Two more comment were received opposing the rural classification
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.

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,	2.5	Commercial	East End Mix Use

		situated in the Homer Recording District, Seward Meridian, Alaska.			
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 (undesignated), 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: One comment was received noting these lands are heavily vegetated, used by moose and has a lot of water running through it. Concerns regarding water management, habitat & peat disruption had not been given appropriate consideration.
10. Department / Agency Comments:
Comments from the Kenai 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.
11. Comments from the City of Homer: *"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.

Assessor's Parcel No.	General Location	Legal Description	Acres	Proposed Classification	Zoning
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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 (undesignated).
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.

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
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: 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 (undesignated).

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 parcel 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.

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
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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, filed 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, filed under Plat Number 76-24, Kenai Recording District, Third Judicial District, State of Alaska.	0.9	Rural
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
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
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

Chair Martin opened the meeting for public comment.

Comments on parcel classifications were taken by geographical areas.

Areas with no public testimony: Nikiski, Soldotna, Cooper Landing, Beluga & Caribou Island

HOPE AREA

1. Annette Cartier: 25253 Mathison Road, Hope AK, 99605: Ms. Cartier wanted to know if the rural classification goes with the Percy Hope LOZD. They purchased their parcel in the Percy Hope Subdivision in 2010. In 2010 all 13 parcels in the subdivision were zoned mixed residential except for Lot 7. To classify this neighboring lot 11 years later as rural goes against the mixed residential zoning. Many of the lots in the area have put in septic systems, gas and electric and to classify

this one lots as rural does not match the development in the area. She is very concern about this lot being zoned unrestricted. When this lot it is sold, will it be zoned rural or mixed residential. Mr. Mueller replied that outside of city limits and outside local option zone areas the zoning is the rural district, which is unrestricted with the exception of requiring permits for activities such as material sites, confined animal feeding operations, floodplains and sanitariums. Ms. Cartier replied that she does not support the rural classification and believes that this lot should have the same zoning as the Percy Hope Subdivision.

2. Howard Levine; 25253 Mathison Road, Hope AK, 99605: He supports the unanimous recommendation of the Hope/Sunrise APC requesting that the Planning Commission adopt the Percy Subdivision LOZD for this lot. He believes it would be a mistake to jeopardize the values of all the surrounding properties, with the sale of this one lot zoned unrestricted. The appraised value of this unrestricted lot in 2010 was less than 10% more than all the other lots in the Percy Hope Subdivision.
3. Jim Skogstad; P.O. Box 8, Hope AK, 99605: Mr. Skogstad is the chair of the Hope/Sunrise APC and has lived in the area for 46 years. He noted that the Hope/Sunrise APC recommended keeping Lot 7 within the land use restrictions of the Percy Hope LOZD. The APC is looking at where they can put properties that are more commercial. The APC would like to look at this a little more and discuss whether they wish to keep the properties along the Hope Hwy as unrestricted. They do not want to see commercial strip type development along the highway and would like to opportunity to discuss this more. They would ask that the commission either pull this lot or zone it within the Percy Hope LOZD.

STERLING AREA

1. Frank Christensen; 39610 Sterling Air Park Street, Sterling AK 99672: He is a neighboring landowner to one of these lots. He would like to see more land that is suitable for agriculture protected. He noted many large homesteads have been subdivided and developed causing agriculture land to be lost. About 20 acres of this land is farmable. He has been farming in the area for over 30 years. He has attempted to lease this land several times but has not been successful. He really does not wish to buy this land; he would like to see it available for agricultural leasing. He would like to see the two 40 acre lots off the land sale. He does not want to see this land turn into a big junky subdivision.
2. Kyle Kanekeberg; 39431 Oomingnak St., Sterling AK 99672: His parcel is adjacent to parcel 063-011-11. Oomingnak is a very small narrow gravel road and they are worried that heavy industrial development could come into the area under a rural classification. He would ask that the commission classify this a residential and/or agriculture. If heavy industrial development comes in it will destroy the property values in the area. He knows several people who want to develop gravel pits in this area. He is very worried that it could happen. Industrial development would bring in heavy trucks and lots of dust, which would damage the area roads and would not be good for the health of his chickens.
3. Scott Vermilya; 39430 Missouri St., Sterling AK, 99672: He concerns mirror what both Frank and Kyle have stated. He has three dogs, which are like his children, and he is very concerned that industrial development will bring heavy truck traffic up and down his road. He does not support the rural classification because it would place no restrictions on how the land could be developed. Most of the land in this area is agricultural or residential, with no industrial development and he would like to keep it that way. He would like this land to be classified agricultural/residential. He would like to keep his quiet neighborhood. He bought his land with the intentions of retiring on it. If someone puts in a heavy industrial development, he believes that it would ruin the area and he would have to move.

HOMER AREA

1. Jan Needham; 4350 Kachemak Dr., Homer AK, 99603: Ms. Needham lives in this area. In looking

at the map in the packet, she noted several lots, 179-080-04, 12 & 18 all backup on lots, which are being developed with homes on them, off Kachemak Dr. Most of these lots are very wet, and are great habitat for moose and other creatures. She does not agree with these lots being classified as commercial. She cannot imagine any business being able to be developed in this area, as it is very wet. She would ask that the commission not classify these lots as commercial.

2. Dale Banks; 5011 Alder Lane, Homer AK, 99603. Mr. Banks has served on the Kachemak Bay APC as well as on the City of Homer Planning Commission. He currently sits on the steering committee for Homer Drawdown, which is undertaking a community based peatland protection project. When he sat on the Kachemak Bay APC, he sat in on numerous hearings on land classifications and has heard a lot of public testimony on the topic. He recognizes that there are many different perspectives when it comes to this topic. What he learned is that it is very important to consider the uses and classifications when considering each lot. He believes you must hear and respect the opinions expressed and then make decisions that are the best for the borough and her residents, including all different type of species, and her future. He lives in and is a business owner in this area. He recognizes there is definitely a limited amount of commercial property within the city limits, and understands the desire to sell these lots for commercial uses. However, he believes these lots need a closer look before applying a broad-brush classification of commercial. He believe parcels 179-080-23 & 24 would be good candidates for a classification of preservation. They are very wet, are prime moose habitat and are adjacent to a large undeveloped lot. He has looked at these lots from Kachemak Dr. and has seen pictures indicating moose paths and beds as well as steams and pools of water. It is quite close to a mapped drainage way peatlands and with further survey and analysis could be determined that all of these lots are actual peatlands. Peatlands store an incredible amount of carbon, which is released upon excavation. Peatlands are also massive sponges that help recharge ground water and reduce surface water flooding. He would recommend a measured approach in this situation, taking into consideration the need of commercial marine trade development as well as acknowledging the sensitive nature of land and its' high value as a moose habitat. He hopes that the Planning Commission would be compelled to take a more thorough look at these and come up with a strategy of classification that is not just a develop all at once solution. Rather a thoughtful solution that will help mitigate and balance some of the impacts of development by preserving some of these lots as high value moose habitat, while allowing some of them to be classified as commercial. He noted that back in the 1980s the city requested that these lots be deemed public use lands. There was also a letter from 2015, in the packet from Thomas McDunna of US Fish & Game that pointed out the importance of the lands around Beluga Lake for wintering moose habitat. It is true that these lands are prime moose habitat and that there are many moose that rely on these lands. These lands are different from talking about an area, way out in some place like the Caribou Hills, where there is tons of space. Moose habitat in this area is being squeezed and there is not a lot of it. Most of the comments in the analysis section of the staff report seem to acknowledge that it is wetlands with varied habitats that should be protected yet the conclusion simply states that a commercial classification is appropriate for all the lots. If you think these lots are worthy of further investigation it would be prudent to remove them all and gather more expert opinions on what lots would be best to preserve. At a minimum he would recommend to classify at least, parcel 179-080-23 & 24 as preservation. There is no emergency here requiring that these lots be classified right away. He hopes that the commission will take the time and consider that preservation of certain parcels, as critical lands can be a valuable partner and enhancement to economic development.
3. Marika Mouw; 2975 Kachemak Dr., Homer AK, 99603 Ms. Mouw stated that she agrees with everything that Ms. Needham and Mr. Banks stated. Particularly Mr. Bank's commentary was exactly what she wanted to say. Ms. Mouw stated that she had walked this land this last Saturday and can testify that it is indeed very wet. There are springs and old growth birch everywhere. She crossed moose beds and trails. One of her great concerns in this area is water management. She does not know where or how this water can be channeled. The bluff above East End Rd. is outside of city limits and all the houses have septic systems and hauled water. All that water comes down into the wetlands and needs to filter and go out, either through Beluga Lake or across Kachemak Dr. Some of the residential lots in this area on Kachemak Dr. are eroding so fast between the groundwater, surface water and high tides. She believe there needs to be a bigger neighborhood

conversation about these lots. This land is incredibly valuable for water storage and wildlife habitat. It is very hard imagining these lots being developed at all. She is also concerned about roads being built in the area; you would be destroying the hydrology. Commercial development bring impermeable surfaces that would channel water faster and more directly causing more erosion. She would urge the Borough to think about hydrology and the residents on the other side of Kachemak Dr. with the infrastructure that already exists that would be damaged. She is also a member of the peatland group and the value of peatland, carbon sequestration is so important, and she hopes that the commission listens to their comments and takes another look this and does not classify these lands as commercial.

4. Nate Whitmore; P.O. Box 355, Anchor Point, AK 996: Mr. Whitmore is the president of the board of directors Moose Habitat Inc. and he has been involved with moose habitat for over 20 plus years. He heard that these properties were going up for sale and that the boat yard was instrumental in making this happen so that they could expand their business. He made a presentation to the Assembly on the needs of his organization. He understands that there are powers within the borough that want development and he understands that the boatyard desires to expand. If these properties were to be sold, his non-profit would like to express their interest in obtaining them for mitigation purposes. He would like the boatyard people, his group and the borough to sit down and discuss what each other's needs are for these properties. They have not had the opportunity to meet yet to discuss this. He would like to see some of this property set aside for habitat.

Hearing no one else wishing to comment, public comment was closed and discussion was opened among the commission.

MAIN MOTION: Commissioner Ecklund moved, seconded by Commission Carluccio to forward to the assembly a recommendation to approve Resolution 2021-054: Classifying certain parcels of borough owned land in the Nikiski, Soldotna, Sterling, Hope, Homer, Skilak Lake, Cooper Landing & Beluga areas.

Commissioner Ecklund recommended that the commission discuss the parcels for classification systematically in the same order as was done with the staff report and public comment.

Nikiski – Wik Lake: Commission had no comment

HOPE AREA

Commissioner Ecklund asked Mr. Mueller if Percy Hope LOZD was put in place before the borough sold those parcels. Mr. Mueller replied yes, the borough formed the LOZD prior to the lots being sold. Commissioner Ecklund then asked if Lot 7 was a part of that LOZD at the time of that sale. Mr. Mueller replied that Lot 7 was not included in the Percy Hope LOZD. He noted that Lot 7 was included in the original LOZD proposal and during the public process was removed. Commissioner Ecklund then asked if it would be possible to add Lot 7 into the Percy Hope LOZD by the commission taking action on it tonight. Mr. Mueller replied that he believed that it would be possible to amend the Percy Hope LOZD to include Lot 7 but it would not be able to be done by the commission tonight. The process to add Lot 7 to the LOZD would be similar to the process of forming a LOZD; it would require noticing and a public hearing process. It could not be accomplished in time for the upcoming land sale but it could be achieved within the next year.

AMENDMENT A: Commissioner Ecklund moved, seconded by Commissioner Morgan to pull the Hope property, 035-290-33 from the classification resolution and to direct Borough Administration to move forward with the process of adding this parcel to the Percy Hope LOZD, Mixed Residential Zone.

Commissioner Carluccio stated that she is in favor of this amendment. She does not remember why this Lot 7 was originally pulled from the subdivision, but she believes that it makes sense that it should be included now. It will keep the value of the surrounding properties for it to be zoned residential.

Commissioner Brantley stated that he disagreed with this amendment. This parcel has frontage on the Hope Hwy. as well as access on Mathison Road. In his opinion, it does not fit within the LOZD.

Commissioner Ecklund stated that she appreciates the input for the Hope/Sunrise APC and believes that this amendment reflects their recommendation.

Commissioner Morgan agrees with Commissioner Ecklund, she appreciates the time, and effort of the Hope/Sunrise APC in bring forth their recommendation. She values local input and will be supporting this amendment.

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

AMENDMENT A PASSED BY MAJORITY VOTE:

Yes	7	No	2	Absent	2
Yes	Bentz, Carluccio, Ecklund, Fikes, Gillham, Morgan, Venuti				
No	Brantley, Martin				
Absent	Chesser, Ruffner				

COPPER LANDING AREA

Commissioner Ecklund asked for clarification on why some of these lots are being classified as Rural. They do not seem to be remote. For instance, she does agree that the Beluga lots are remote, but these lots and the lots in Soldotna are not, yet they are both being classified as Rural. Many of these lots have nearby access to utilities and have roads to them. She understands that he wants to leave the options open for land purchasers on how they wish to develop the land. The classification definition for Rural states that it is considered remote and in her opinion many of the lots are not. Mr. Muller replied that he agrees it is a conundrum, that the language of classification is not particularly clear. Classification does two things. One, it directs the Borough on how to manage their lands. Secondly, the definitions being used are similar to those of zoning, which creates confusion for folks. If the borough classifies land as Residential, it means they are managing the lands for residential purposes. If the borough does not put any kind of zoning restrictions on the property before it is sold, which as a practice they do not, it is sold in its' existing zoning environment which for much of the borough is Rural/Unrestricted. Land Management designated many of these lots as Rural as it closely reflects the existing zoning on the property.

Commissioner Morgan noted that where much of the confusion comes from is when the public notices go out they contain a list of definitions of all the various land classifications. It gives the public the impression that these are the options for the land. When she looks at these lots in Cooper Landing the Rural classification does not really fit them. She does think that some of them should be classified as Preservation and others Residential. Are these parcels open to other classifications other than Rural? Mr. Mueller stated that there are 13 available land classifications and they are all options. The Planning Commission could recommend a different land classification for these lots and the Assembly could yet again adopt a different classification. The classification will inform how the borough manages the land. He noted as an example a land classification on a piece of land that ended up in a land sale over a year ago. The land classification on this parcel of land was split due to a high value wetland on half of the parcel. Half the parcel was classified as Preservation. If the land were to be sold, it would have a deed restriction on the parcel that would not allow for the development of permanent structures. The important question is how we want land classification to translate into actions taken by the Land Management staff.

Commissioner Morgan stated that she appreciates the unanimous recommendations from the Cooper Landing APC that these lots be classified as Residential and if they were to be sold, this classification be attached to the parcel. If that criteria cannot be met then these lots should not be sold. If that cannot be guaranteed, she would like to see these lots pulled.

Commissioner Ecklund stated that she would like to see the classification of these parcel be changed to Residential. She would also like to see the Borough zone these lots residential like they did in Hope with the Percy Hope LOZD. She believes this would support the Cooper Landing APC's recommendations. She recognizes that code requires a certain number of lots to form a LOZD. She asked Mr. Mueller if the Borough had more lots in this area that they could combine with these 5 lots to form a LOZD. Mr. Mueller replied he had looked at the Cooper Landing APC recommendation of incorporating these lots into a LOZD or like in the Percy Hope parcel attaching it to an existing LOZD. In this case the neighboring LOZD is zoned Rural/Residential and has a minimum lot size of 2.5 acres. These lots do not conform to that lot

letter sent by the Homer City Planner where he invited further neighborhood discussion. He would try to coordinate with him and the City's Planning Department to facilitate community involvement.

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

AMENDMENT E PASSED BY UNANIMOUS VOTE:

Yes	9	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Gillham, Martin, Morgan, Venuti				
No					
Absent	Chesser, Ruffner				

DIAMOND RIDGE AREA

Commissioner Bentz had a question for staff regarding parcel 173-040-14. One criteria for selecting to classify lands for sale in the Borough Comprehensive Plan is it should meet the basic physical suitability standards such as slopes, drainage and access to services. This parcel seems like it has some major issues with access, as was pointed out by one of the comments from the public. She wonder if this parcel met the suitability standards of being accessible. The bottom of this parcel also contains a lot of wetlands and streams. She wondered if this parcel really was suitable for classification. Mr. Mueller gave a brief background history on this parcel. They had received an application for a negotiated sale on this property by an adjacent landowner. The landowner has property not on Diamond Ridge Road but on the backside of this property where the soils are better. From a different angle there is access and utility, but not from Diamond Ridge Rd. and could meet the criteria. When evaluating the application for a sole source sale of public land, it did not meet the sole source criteria. A solution to this was to propose this parcel for a general land sale, affording the adjacent landowner and the general public a process to bid on the land for purchase.

Commissioner Bentz then noted the wetlands map shows that most of this land is wetlands and wonder about the development and utility of this property. Mr. Mueller replied that the soils mapping does describe most of the area as wetlands.

AMENDMENT MOTION F: Commissioner Bentz moved, seconded by Commissioner Venuti to remove parcel 173-040-14 from the classification resolution and have it considered for classification as preservation in the future.

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

AMENDMENT D FAILED BY MAJORITY VOTE:

Yes	4	No	5	Absent	2
Yes	Bentz, Ecklund, Morgan, Venuti				
No	Brantley, Carluccio, Fikes, Gillham, Martin				
Absent	Chesser, Ruffner				

Commissioner Ecklund noted that she believes that the classification of Rural is appropriate for both the Cariboo Island and Beluga parcels.

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

MAIN MOTION PASSED BY UNANIMOUS VOTE:

Yes	9	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Gillham, Martin, Morgan, Venuti				
No					
Absent	Chesser, Ruffner				

AGENDA ITEM E. NEW BUSINESS

- 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.

size. It would require that the lots be re-platted, reconfiguring the five lots to two lots. Another option would be to see if there were seven other landowners in the area to meet the requirements to form a new LOZD. In looking at the lay of the land here, he thinks this option would highly improbable. He believes that if the LOZD recommendation could not be met that these lots would just remain in borough ownership.

Commissioner Ecklund stated that she did not believe that combining these lots together to make them bigger was a good solution.

AMENDMENT B MOTION: Commissioner Ecklund moved, seconded by Commissioner Fikes to designate the five lots in Cooper Landing Residential instead of Rural.

Commissioner Brantley asked staff if his understanding was correct that changing the classification on these lots would not change how the buyers could develop them. Mr. Mueller stated he was correct.

Commissioner Ecklund again stated that she did not believe that these lots should not be considered rural as they are close to developed properties and within a high recreational area.

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

AMENDMENT B PASSED BY MAJORITY VOTE:

Yes	8	No	1	Absent	2
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Gillham, Morgan, Venuti				
No	Martin				
Absent	Chesser, Ruffner				

STERLING AREA

Commissioner Ecklund asked Mr. Mueller if one of the goals in the Borough Comprehensive Plan was to see more agricultural lands within the Borough. Mr. Mueller replied the new comprehensive plans does identify as a goal to see more suitable lands be classified as agriculture and to make those lands available for agricultural use.

AMENDMENT MOTION C: Commission Ecklund moved, seconded by Commissioner Morgan to amend the resolution to change the classification of parcels 063-011-11 & 063-043-29 to agricultural.

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

AMENDMENT C PASSED BY MAJORITY VOTE:

Yes	7	No	2	Absent	2
Yes	Bentz, Carluccio, Ecklund, Fikes, Martin, Morgan, Venuti				
No	Brantley, Gillham				
Absent	Chesser, Ruffner				

HOMER AREA

Commissioner Ecklund stated that she understands the need for land for development. Tonight she heard some very good testimony regarding the need of keeping some of these wetlands for wild life and water mitigation. The proposed classification for all of these lots is Commercial.

AMENDMENT MOTION D: Commissioner Ecklund moved, seconded by Commissioner Fikes to amend the resolution to change the proposed classification of parcels 179-080-14, 12, 18, 23 & 24 to Preservation.

Commissioner Bentz stated that if we were moving forward with classifying these parcels she supported the intent of Commissioner Ecklund's amendment. She noted that there is a lot of community interest in intentional development of these parcels. The Borough Comprehensive plan in the Land Use & Changing Environment Section where one of the strategies of actively managing Borough owned lands is set up a procedure for developing management plans on parcels that need more detailed, site specific planning.

This block of parcels might be a perfect opportunity for the Land Management program to take action on this strategy. They could work with all the interested parties in creating a classification and disposal plan for this block of properties. Speaking to the amendment on the floor, she would like to introduce a different amendment that would remove this block of parcels from the classification process. However, she would vote in favor of the amendment on the floor because of the spirit to classify certain parcels as preservation.

Commissioner Ecklund asked Mr. Mueller if a member of the public recommended these parcels for sale. Mr. Mueller stated that Land Management has received a parcel nomination form recommending that parcels 179-080-03 & 04 be put up for sale and the Homer Boat Yard made a presentation to the Assembly requesting the opportunity to purchase those lots. That interest brought this block of lots forward for consideration for sale. Commissioner Ecklund then asked was it just the interest in these two lots that brought the classification of all these lots forward. Mr. Mueller replied yes.

Commissioner Carluccio stated that she was in support of Commissioner Bentz's plan to remove all the lots. From what she had heard from several of the testifiers tonight there is interest in different organizations getting together to come up with a comprehensive plan for these lots. She believe that would be a better strategy instead of the commission just picking and choosing which lots to remove or designate as Preservation. The only thing that brought this block of lots forward was an interest in purchasing parcels 179-080-03 & 04. She believes that further investigation is needed. She will not be voting in support of classification but she will vote in favor of removing them from consideration at this time.

Commissioner Ecklund stated her reasons for choosing the five lots for Preservation. Parcels 179-080-04, 12 & 18 are adjacent to residential properties and lots 179-080-023 & 24 were strongly recommended for Preservation by Mr. Banks. She believed that the community members who spoke here tonight and those that had interest in purchasing should have a say in determining how these lands are managed. She does not believe there is a need to rush this decision. She then asked if she should pull her amendment from the floor.

Ms. Hindman recommended that it would be cleaner if they voted on the amendment on the floor and if it fails, a new amendment could be proposed.

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

AMENDMENT D FAILED BY MAJORITY VOTE:

Yes	1	No	8	Absent	2
Yes	Ecklund				
No	Bentz, Brantley, Carluccio, Fikes, Gillham, Martin, Morgan, Venuti				
Absent	Chesser, Ruffner				

AMENDMENT E MOTION: Commissioner Bentz moved, seconded by Commissioner Carluccio to remove from the classification resolution the ten properties in the Homer area that are zoned East End Mixed Use.

Commissioner Bentz as a support to this amendment noted that this area or zone of transition between the communities' developed infrastructure into the communities' natural infrastructure and the ecosystem services that Beluga Lake wetland complex provides. She believes that the interested parties are well on their way to having a more informed and intentional strategy for this area. To keep the hazard management and flooding benefits of this area intact, to preserve the wildlife habitat and to focus on climate mitigation strategies for carbon storage in the peatlands. She believes that these are all important to the stakeholders in the area. Allowing the stakeholders the opportunity to create a management plan for these parcels supports multiple objectives in the Borough's Comprehensive plan.

Commissioner Ecklund asked if there was an action item in the Borough's Comprehensive Plan stating that the Land Management Division could assist the stakeholders in developing a management plan. She noted there is a lot of interest and attention on these parcels right now and she does not want to see this go back to sleep until they come up again for consideration. Mr. Mueller replied yes, Land Management could participate in planning sessions of that nature. Commissioner Ecklund that asked if taking these lots off the table would initiate Land Management starting the planning process, or would the people in Homer have to come back to you and request assistance. Mr. Mueller stated that his approach would be to look to the

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

Hughes, Aaron

From: Planning Land Management
Sent: Thursday, June 17, 2021 5:04 PM
To: Hughes, Aaron
Subject: FW: Parcel 173-040-14 Zoning

-----Original Message-----

From: Charles Cashin <charleslcashin@gmail.com>
Sent: Thursday, June 17, 2021 11:00 AM
To: Planning Land Management <LMWeb@kpb.us>
Subject: Parcel 173-040-14 Zoning

Good afternoon

In response to your notice of proposed land classification:

My wife Kathleen and I are both opposed to classifying the subject parcel as rural.

Thank you,

Charles Cashin
Kathleen Cashin
63855 Katamar Ave
Home, AK 99603
907-209-3720

Charles L. Cashin, III

907-209-3720
Charles_Cashin@KSG04.Harvard.Edu

Patricia Cue
PO Box 745
Homer, AK 99603

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

June 23, 2021

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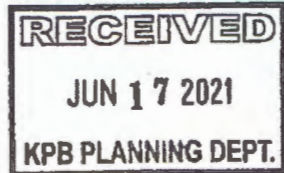
I have lived here for almost twenty years and have observed the increased importance of Diamond Ridge Road especially during periods of disaster. For example, during tsunami warnings, there have been times when portions of the Sterling Highway were not accessible. Consequently, people traveled up to 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.

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Thank you for your attention to this matter.

Patricia Cue



Phillip J. Miller
PO Box 727
Cooper Landing, Alaska 99572
pjmillerak@gmail.com
907-394-3040

June 15, 2021

KPB Land Management Division
144 N. Binkley
Soldotna, Alaska 99669

RE: Parcels: 119-071-05, 119-070-08, 119-070-07, 119-070-08, 119-070-09
Proposal of Land Classification Five KPB Owned Parcels Bean Creek Road, Cooper Landing.

Public Comment:

Objection to the proposal classification of "Rural".

Parcels are not remote.

Parcels are located abutting a Bean Creek Road which in this location is paved asphalt owned and maintained by the State of Alaska.

US Postal Service, School, Groceries, Churches, Coffee Shops, Liquor Stores and Cannabis Shops and other services are located within a two to ten minute drive on paved roads from these parcels.

Opinion:

Surrounding parcels are generally residential use with the exception Wildmans, Cooper Landing School, and the seasonal Coffee Shop adjacent Wildmans.

Parcels are located within the existing community of Cooper Landing.

It appears that these parcels may support onsite water, sewer, legal access, and could be determined necessary for current or future community development.

Terrain my present challenges, yet the challenges would be no greater than other parcels the Borough has classified and residential in the past. Additional there are a number of examples within Cooper Landing and the Borough where greater terrain challenges have been developed for residential use.

Recommendation:

Subject parcels be classified as "Residential".

Regards,

A handwritten signature in dark ink, appearing to be "Phillip J. Miller", written over a series of diagonal lines.

Hughes, Aaron

From: Hughes, Aaron
Sent: Wednesday, June 30, 2021 4:12 PM
To: Hughes, Aaron
Subject: FW: land use classification for parcels in Homer

From: Rika Mouw <rikamouw@gmail.com>
Sent: Monday, June 28, 2021 9:57 AM
To: Planning Dept, <planning@kpb.us>
Subject: land use classification for parcels in Homer

Dear members of the Kenai Peninsula Planning Commission,

I wish to provide photos taken on the borough parcels coming up for classification as Commercial and then to be auctioned to the public.

This land is clearly heavily vegetated, used by moose and has a lot of running water going through it. There are streams and standing water over most of the land. While it is stated as appropriately zoned as East End Mixed Use by the City of Homer and now the borough seeing this land as appropriate for commercial use, the matter of water management, habitat and peat disruption have not been given appropriate consideration. The incremental loss of tree coverage, loss of carbon sequestering peatland and valuable habitat for moose is becoming notable and very concerning.

Please note on the maps provided in the packet that the coastal area very nearby is rapidly eroding due to surface water drainage. The more upland development there is the more water will be channeled to the coast at a more concentrated and higher flow rate. Consideration of the residential properties along the coast are further at peril by development of impervious surface that are inevitable with commercial development. Basic services such as water and sewer are highly challenging in this very wet wetland/peatland area.

I send these photos for each of you to actually see what is at stake as far as carbon sequestration, habitat and old growth birch.

Please be aware and cautious about the classification you give to this landscape.....and subsequent sale of it for commercial development. Infrastructure such as roads, water, sewer and storm water connectivity are grave development considerations and affect multiple property owners in this area. The best use of these parcels are best suited for sale for mitigation measure, especially in the face of ongoing development up higher and in the surrounding area.

Thank you.

Rika Mouw
Homer





This is one of many spots where moose have recently bedded down. There is winter browse, summer vegetation and lots of cover and fresh water for not only moose but birds, bear and lynx.









Flowing water and small ponds occur through out the parcels. This one shows a thick layer of peat.





From: Blankenship, Johni
Sent: Tuesday, July 6, 2021 8:49 AM
To: Broyles, Randi
Subject: FW: <EXTERNAL-SENDER>Public comment for the Assembly 2021-054 and 2021-23

Public comment

From: dale <dale@loopylupine.com>
Sent: Monday, July 5, 2021 8:23 PM
To: G_Notify_AssemblyClerk <G_Notify_AssemblyClerk@kpb.us>
Subject: <EXTERNAL-SENDER>Public comment for the Assembly 2021-054 and 2021-23

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.

Assembly members,

I urge you to remove 2021-054 from the consent agenda. The Planning Commission recommended removing the 10 parcels in the City of Homer near Kachemak Drive beginning with 179-080 from classification at this time. I testified at the PC meeting and I support the Planning Commission's decision. I am a property owner that was noticed for this proposed classification. The proposed classification of "commercial" is not appropriate for all of those parcels, and more work should be done to determine the proper classification for each one. There are many compelling reasons to take a careful look at these parcels individually, as pointed out by public testimony at the PC meeting, and as noted in the Land Manager's comments and attachments in the PC packet.

For Resolution 2021-23, please support the Planning Commission's motion to recommend removing from the land sale the same 10 parcels in the City of Homer. This should be done to allow all the interested parties to give more input on the proper classification for each parcel, and only then decide which if any to list for sale.

Thank you for your consideration.

Dale Banks
Box 2888
Homer, AK

Introduced by:

Mayor

Date:

08/03/21

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-058**

**A RESOLUTION MODIFYING THE SCOPE OF THE EXISTING CENTRAL
EMERGENCY SERVICES SELF-CONTAINED BREATHING APPARATUS CAPITAL
IMPROVEMENT PROJECT**

WHEREAS, during the FY2019 annual budgetary process a capital project in the amount of \$450,000 was approved to replace firefighting self-contained breathing apparatus (“SCBA”) and air compressor system capable of servicing the new-technology airpicks; and

WHEREAS, in FY2020, Central Emergency Services (“CES”) received a grant in collaboration with the City of Kenai to purchase SCBAs; and

WHEREAS, neither the federal grant monies nor the initial scope of the capital project allowed for necessary additional safety, training and communication components for the SCBAs; and

WHEREAS, CES has identified the need for communication Bluetooth capable/speaker radio interface equipment to integrate with the air pack/masks, associated software, training costs for the trainer air technician class for the new generation SCBA packs and compressor, mask mounted thermal imager camera, and is requesting that the scope of the project be expanded to include these items and other required components and associated costs; and

WHEREAS, the expanded scope will not include reoccurring SCBA operational maintenance or supplies such as worn gaskets, and small wear and tear repair items;

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

SECTION 1. The scope of the capital improvement project “self-contained breathing apparatus (“SCBA”) and air compressor system” appropriated to account 443.51610.19461.49999 approved in the FY2019 annual budgetary process is modified to include communication Bluetooth capable/speaker radio interface equipment for air pack/mask integration, software, training costs for the trainer air technician class for the new generation SCBA Packs, thermal camera and other required components and associated costs.

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY AUGUST, 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
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Roy Browning, CES Chief *RB*
Brandi Harbaugh, Finance Director *BH*

DATE: July 22, 2021

RE: Resolution 2021-~~058~~ Modifying the Scope of the Existing Central
Emergency Services Self-Contained Breathing Apparatus Capital
Improvement Project (Mayor)

During the FY2019 annual budgetary process a Central Emergency Services "CES" capital project in the amount of \$450,000 was approved to replace firefighting self-contained breathing apparatus ("SCBA") and the air compressor system capable of servicing the new-technology airpaks.

In FY2020, CES received a grant in collaboration with the City of Kenai to purchase SCBAs. Neither the federal grant monies nor the initial scope of the capital project allowed for necessary additional safety, training and communication components for the SCBAs.

To expand the operability and provide additional firefighter safety, CES has identified the need for communication Bluetooth capable/speaker radio interface equipment to integrate with the air pack/masks, associated software, training costs for the trainer air technician class for the new generation SCBA packs and compressor, and mask mounted thermal imager camera. CES is requesting that the scope of the project be expanded to include these items, other required components and associated costs.

Your consideration is appreciated.

Introduced by:

Mayor

Date:

08/03/21

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-059**

**A RESOLUTION ACCEPTING THE DONATION OF A 1992 PIERCE LANCE RESCUE
VEHICLE FROM THE CITY OF KODIAK ON BEHALF OF WESTERN EMERGENCY
SERVICE AREA**

WHEREAS, the City of Kodiak (Kodiak) proffered the ownership a 1992 Pierce Lance Rescue Vehicle to the Kenai Peninsula Borough on behalf of Western Emergency Service Area (WESA); and

WHEREAS, Kodiak provided a bill of sale recording the current market value of \$12,525; and

WHEREAS, at its regularly scheduled meeting held June 9, 2021, the WESA Board recommended acceptance of the rescue vehicle;

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

SECTION 1. That the Mayor is authorized to accept the 1992 Pierce Lance Rescue Vehicle valued at \$12,525 from the City of Kodiak on behalf of the Western Emergency Service Area.

SECTION 2. That the mayor is authorized to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the transfer of the vehicle.

SECTION 3. This resolution shall become effective immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD 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 *CP*
Brandi Harbaugh, Finance Director *BH*
Jon Marsh, Chief - Western Emergency Service Area *JM*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *Bl*

DATE: July 22, 2021

RE: Resolution 2021-059 Accepting the Donation of a 1992 Pierce Lance Rescue Vehicle from the City of Kodiak on Behalf of Western Emergency Service Area (Mayor)

The City of Kodiak has notified the Western Emergency Service Area (WESA) of a 1992 Pierce Lance Rescue Vehicle available for surplus stock that may be transferred to WESA. This resolution authorizes the mayor to accept the vehicle as-is, which is currently valued at \$12,525.

The WESA board recommended acceptance of the donated equipment at its June 9, 2021 meeting.

Attachment: City of Kodiak notification letter and bill of sale. Chief Marsh will oversee inventory and maintenance.



Office of the City Manager

710 Mill Bay Road, Room 113, Kodiak, Alaska 99615

July 19, 2021

Sent electronically and via regular mail: jmarsh@kpb.us

Western Emergency Services Area (WES)
PO Box 350
72440 Milo Fritz Ave
Anchor Point, AK 99556-0350
Attention: Fire Chief Jon Marsh

Dear Fire Chief Marsh,

RE: Letter Authorizing the Donation of a 1992 Pierce Lance Rescue Vehicle

This letter serves as an official notification that the City intends to donate a 1992 Pierce Lance rescue vehicle from a written request we received on June 24, 2021.

The City of Kodiak owns the title to a 1992 Pierce Lance Rescue vehicle. The vehicle was purchased with State of Alaska Homeland Security Program Funds in 2008. The original purchase price of the Pierce Lance Rescue in 1992 was \$182,768.30. The vehicle has reached the end of its useful life in 2015 per the City's fixed asset schedule and now meets the eligibility to surplus.

The comparable market price for this rescue vehicle is \$12,525. I have the authority to donate this 1992 Pierce Lance Rescue vehicle to Western Emergency Services Fire and Emergency Medical Services Area for the Western Kenai Peninsula on August 1, 2021.

Please provide me with a signed copy of the enclosed bill of sale as a written confirmation that you accept this vehicle "as-is" and Fire Chief Jim Mullican will begin making arrangements to release this vehicle.

Sincerely,

Mike Tvenge
City Manager



Office of the City Manager

710 Mill Bay Road, Room 114, Kodiak, Alaska 99615

July 19, 2021

BILL OF SALE

The undersigned seller, City of Kodiak, for and in acknowledgment of payment of \$0.00 by the undersigned buyer, Western Emergency Services Area, does hereby sell to the Buyer the following:

Year: 1992
 Make: Pierce Lance
 VIN: 4P1CT02D4NA000354
 Odometer: 43984.8 Actual

The Seller does hereby certify that it currently holds all rights and titles to such goods, and that these goods are being transfer to the Buyer without lien.

This contract implies no warranty. Goods are being sold and transferred "as is" and the Buyer hereby certifies that said goods have been inspected and are acceptable at this time.

The seller certifies that this sale meets the requirements per City of Kodiak municipal code 3.12.

Buyer: Western Emergency Services Area, Fire Chief Jon Marsh
 PO Box 350, Anchor Point, AK 99556-0350

Seller: City of Kodiak, Mike Tvenge
 710 Mill Bay Road, Kodiak, AK 99615

Witness:

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-37**

**AN ORDINANCE TO RECORD FY2021 EXPENDITURES PAID BY THE STATE OF
ALASKA DEPARTMENT OF ADMINISTRATION, DIVISION OF RETIREMENT &
BENEFITS ON BEHALF OF THE KENAI PENINSULA BOROUGH TOWARD THE
BOROUGH'S UNFUNDED PERS LIABILITY**

WHEREAS, the 2020 Alaska Legislature enacted HB205 which appropriated funds to the Department of Administration, Division of Retirement & Benefits on behalf of the Kenai Peninsula Borough, to reduce the liability of political subdivisions to the Public Employees Retirement System (PERS) for FY2021; and

WHEREAS, the borough was notified in June 2021, that the amount received by the Department of Administration, Division of Retirement & Benefits on behalf of the borough would be released early August 2021, an amount estimated to be equal to the difference between the borough's budgeted PERS rate of 22 percent and a total contribution rate of 30.85 percent; and

WHEREAS, Generally Accepted Accounting Principles (GAAP) require the borough to record expenditures paid on its behalf; and

WHEREAS, FY2021 expenditure budgets should be increased (for which there will be a corresponding revenue adjustment) to reflect the receipt of these funds by the Department of Administration, Division of Retirement & Benefits on behalf of the borough;

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

SECTION 1. That FY2021 revenue budgets are increased by the following amounts to reflect funds the Department of Administration, Division of Retirement & Benefits received on behalf of the Kenai Peninsula Borough:

Fund	Amount
General fund	0.00
Nikiski Fire Service Area	0.00
Bear Creek Fire Service Area	0.00
Western Emergency Service Area	0.00
Central Emergency Services	0.00
Kachemak Emergency Service Area	0.00
North Peninsula Recreation Service Area	0.00
Eastern Peninsula Highway Emergency Service Area	0.00
Road Service Area	0.00
School Maintenance	0.00
Land Trust	0.00
Seward Bear Creek Flood Service Area	0.00
911 Emergency Communications	0.00
Solid Waste	0.00
Risk Management	0.00
	0.00

SECTION 2. That \$_____ is appropriated to the following accounts:

Fund	Department	Project	Object	Amount
100	11100	00000	40221	0.00
100	11120	00000	40221	0.00
100	11130	00000	40221	0.00
100	11140	00000	40221	0.00
100	11210	00000	40221	0.00
100	11227	00000	40221	0.00
100	11230	00000	40221	0.00
100	11231	00000	40221	0.00
100	11232	00000	40221	0.00
100	11233	00000	40221	0.00
100	11235	00000	40221	0.00
100	11250	00000	40221	0.00

100	11310	00000	40221	0.00
100	11410	00000	40221	0.00
100	11430	00000	40221	0.00
100	11440	00000	40221	0.00
100	11441	00000	40221	0.00
100	11510	00000	40221	0.00
100	11520	00000	40221	0.00
100	21110	00000	40221	0.00
100	21135	00000	40221	0.00
206	51110	00000	40221	0.00
207	51210	00000	40221	0.00
209	51410	00000	40221	0.00
211	51610	00000	40221	0.00
212	51810	00000	40221	0.00
225	61110	00000	40221	0.00
235	51710	00000	40221	0.00
236	33950	00000	40221	0.00
241	11235	00000	40221	0.00
241	41010	00000	40221	0.00
250	21210	00000	40221	0.00
259	21212	00000	40221	0.00
264	11255	00000	40221	0.00
290	32010	00000	40221	0.00
290	32122	00000	40221	0.00
700	11234	00000	40221	0.00
				<hr/>
				0.00
				<hr/>

SECTION 3. That upon enactment this ordinance shall be effective retroactively on June 30, 2021.

**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

MEMORANDUM

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

THRU: Charlie Pierce, Mayor CP

FROM: Brandi Harbaugh, Finance Director Bkt

DATE: July 22, 2021

SUBJECT: Ordinance 2020-19-37, An Ordinance to Record FY2021 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough toward the Borough's Unfunded PERS Liability (Mayor)

As part of the 2020 legislative session, the Alaska legislators passed HB205 which appropriated funds to help defray the cost of increased employer contributions to the Public Employees' Retirement System (PERS) for fiscal year 2021. The purpose of this legislation was to contribute to the PERS system an amount estimated to be equal to the difference between the borough's budgeted PERS rate of 22 percent and the actuarially determined rate of 30.85 percent. Pursuant to the attached letter from the Division of Retirement and Benefits, the amount contributed on the borough's behalf for FY2021 will be provided in early-August 2021.

Generally, Accepted Accounting Principles require that the borough record expenditures paid on its behalf. This ordinance also amends the budget to reflect these expenditures; there will be no impact to fund balances of any fund as revenues equal to the expenditures will also be recorded.

In June 2021, we received notice that the Kenai Peninsula Borough will be receiving the FY2020 on-behalf PERS amount in early-August 2021. In order to expedite the appropriation process to complete the FY2021 year-end closing in a timely manner, the amounts have been left blank for introduction. We anticipate receiving the on-behalf amount by August 17, 2021.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Administration

DIVISION OF RETIREMENT AND BENEFITS

6th Floor State Office Building
333 Willoughby Avenue
P.O. Box 110203
Juneau, AK 99811-0203
Phone: (907) 465-4460
Toll-Free: (800) 821-2251
FAX: (907) 465-3086
Alaska.gov/drb

June 01, 2021

BRANDI R HARBAUGH, FINANCE DIRECTOR
KENAI PENINSULA BOROUGH
144 N BINKLEY ST
SOLDOTNA AK 99669-7520

Sent via email to: BHARBAUGH@BOROUGH.KENAI.AK.US

RE: FY2021 Employer On-Behalf Funding - PERS ER 180

During the 2020 legislative session, House Bill HB205 (CCS HB205) passed providing on-behalf funding for PERS employer contributions for Fiscal Year 2021 (FY2021). HB205, Section 41 reads as follows:

*(a) The sum of **\$203,585,000** is appropriated to the Department of Administration for deposit in the defined benefit plan account in the **public employees' retirement system** as an additional state contribution under AS 39.35.280 for the fiscal year ending June 30, 2021.*

HB205 at <http://www.akleg.gov/PDF/31/Bills/HB0205Z.PDF> (Section 41, page 107).

The Alaska Retirement Management Board approved the actuarially determined rate of 30.85% for FY2021, with HB205 providing an on-behalf rate of 8.85% for each FY2021 employer payroll. On-behalf funding is applied with the processing of each employer payroll with payroll end dates between July 1, 2020 and June 30, 2021 and fully received by the Division by July 15, 2021. A fully received and processable payroll must include payment, an employer summary, and any other required documentation (WIRE and ACH payments must have a corresponding Memo). Once all such payrolls have been processed we will true-up your account and make an adjusting entry, then send a final statement via email in early August 2021.

Included is a report detailing the Employer On-Behalf Funding allocated for fiscal year 2021 payrolls. Please work with your accountant or auditor to determine where to show this funding on your financial statements. Feel free to contact me via telephone at (907) 465-2279 or email at tamara.criddle@alaska.gov if you have questions or need additional information regarding HB205.

Sincerely,

Tamara Criddle, Accountant III

State of Alaska, Division of Retirement and Benefits
FY2021 - HB205 Employer On-Behalf Detail as of 5/31/2021
KENAI PENINSULA BOROUGH - ER 180

Payroll Ending Date	On-Behalf		Total
	Pension	Other Post-employment Healthcare	
07/03/2020 B	69,024.36	0.00	69,024.36
07/17/2020 B	74,425.77	0.00	74,425.77
07/31/2020 B	72,347.88	0.00	72,347.88
08/14/2020 B	72,083.73	0.00	72,083.73
08/28/2020 B	71,003.89	0.00	71,003.89
09/11/2020 B	72,773.05	0.00	72,773.05
09/25/2020 B	71,083.61	0.00	71,083.61
10/09/2020 B	73,404.91	0.00	73,404.91
10/23/2020 B	71,088.11	0.00	71,088.11
11/06/2020 B	70,783.85	0.00	70,783.85
11/20/2020 B	75,665.72	0.00	75,665.72
12/04/2020 B	73,447.88	0.00	73,447.88
12/18/2020 B	72,544.18	0.00	72,544.18
01/01/2021 B	74,197.06	0.00	74,197.06
01/15/2021 B	71,230.08	0.00	71,230.08
01/29/2021 B	72,714.63	0.00	72,714.63
02/12/2021 B	71,538.15	0.00	71,538.15
02/26/2021 B	71,741.02	0.00	71,741.02
03/12/2021 B	71,605.90	0.00	71,605.90
03/26/2021 B	72,882.21	0.00	72,882.21
04/09/2021 B	72,843.27	0.00	72,843.27
04/23/2021 B	75,513.54	0.00	75,513.54
05/07/2021 B	75,877.87	0.00	75,877.87
TOTALS FOR KENAI PENINSULA BOROUGH	\$1,669,820.67	\$0.00	\$1,669,820.67

DISCLAIMER: The information contained in this letter is based on the specific facts and circumstances presented and cannot be applied to other facts and circumstances. This letter may contain a summary description of benefits, costs, rates, valuations, other calculations, policies or procedures for one or more pension or benefit plans administered by the Division of Retirement and Benefits, including but not limited to, the Public Employees' Retirement System, the Teachers' Retirement System, the Judicial Retirement System, the Supplemental Annuity Plan, the Deferred Compensation Plan, the AlaskaCare Employee Health Plan, or the AlaskaCare Retiree Benefit Plan. The Division of Retirement and Benefits has made every effort to ensure, but does not guarantee, that the information provided is accurate and up to date. Where this letter conflicts with the relevant Plan Document, the Plan Document controls.

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-06**

**APPROPRIATING FUNDS TO THE LEGAL DEPARTMENT FOR THE COSTS AND
FEES ASSOCIATED WITH HIRING OUTSIDE COUNSEL TO REPRESENT THE
KENAI PENINSULA BOROUGH IN AN APPEAL FROM AN ADMINISTRATIVE
AGENCY**

WHEREAS, on June 23, 2021, Furie Operating Alaska, LLC (“Furie”) filed an appeal in the Anchorage Superior Court of the State Assessment Review Board’s Certificate of Determination dated May 24, 2021, regarding Furie’s appeal of the assessed value of Oil and Gas Production property within the borough for the 2021 assessment year (“Furie Appeal”);

WHEREAS, the borough has contacted the law firm of Dillon & Findley, PC to represent it in the Furie Appeal;

WHEREAS, it is anticipated that the borough will continue to participate in the appeal to protect its interest and support its position that the 2021 assessment should be upheld; and

WHEREAS, this is a specialized area of law and the continuing services and expertise of Dillon & Findley will be needed to adequately represent the borough’s interest in this matter; and

WHEREAS, it is estimated that at this time funds of at least \$150,000 will be needed to pay legal services and costs incurred by outside counsel on behalf of the borough;

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

SECTION 1. The sum of \$150,000 is hereby appropriated from the General Fund’s fund balance to account number 100.11310.22FUR.49999 for expenses associated with hiring outside counsel and necessary experts for the Furie Appeal.

SECTION 2. The assembly approves retention of the law firm of Dillon & Findley to represent its interests in the Furie Appeal.

SECTION 3. Upon enactment this ordinance shall become effective retroactively on July 1, 2021.

**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 *CP*
Colette Thompson, Borough Attorney *CT*

FROM: Sean Kelley, Deputy Borough Attorney *SK*

DATE: July 22, 2021

RE: Ordinance 2021-19-06, Appropriating Funds to the Legal Department for the Costs and Fees Associated with Hiring Outside Counsel to Represent the Kenai Peninsula Borough in an Appeal from an Administrative Agency (Mayor)

On June 23, 2021, Furie Operating Alaska, LLC (Furie) filed an appeal, in the Anchorage Superior Court, of the State Assessment Review Board's (SARB) Certificate of Determination dated May 24, 2021. The SARB decision upheld the State of Alaska's assessment of the oil and gas production property under appeal

It is difficult to accurately predict the extent the borough will continue to be involved going forward but we estimate that up to \$150,000 in legal fees and costs may be required to protect the borough's interests. This appropriation would include fees associated with hiring potential expert witnesses in this matter. If additional funds are required the continued participation of the borough may be re-evaluated at that time.

The property subject of this appeal was assessed, pursuant to AS 43.56, by the assessor for the State of Alaska. The borough participated at the SARB hearing, and the borough's position before SARB was that the assessment performed by the State of Alaska was in-line with statutory and regulatory requirements and therefor should be upheld.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.27910</u>
Amount:	<u>\$150,000.00</u>
By: <i>PP</i>	Date: <u>7/20/2021</u>
By: <i>BA</i>	

Introduced by: Mayor
Date: 08/03/21
Hearing: 08/17/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-07**

**AN ORDINANCE APPROPRIATING \$330,000 FROM THE INSURANCE AND
LITIGATION UNRESTRICTED NET POSITION FOR ADDITIONAL COST OF
INSURANCE PREMIUMS FOR FY2022**

WHEREAS, the Kenai Peninsula Borough, including service areas, and the Kenai Peninsula Borough School District are self-insured for insurance including, but not limited to, property, liability, workers compensation and travel; and

WHEREAS, on June 28, 2021 the Risk Fund's Third Party Administrator (TPA), provided FY2022 insurance premium rates above the original estimated amount by approximately \$330,000; and,

WHEREAS, the unanticipated increases primarily occurred in the property insurance premium as a result of added and updated property values over the past year as well as an overall hardening of the insurance market, especially in the excess market;

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

SECTION 1. That \$330,000 is appropriated from the Insurance and Litigation Fund unrestricted net position to the following accounts as shown:

700.11237.00000.43511 Fire and Extended Property Coverage	\$315,000.00
700.11238.00000.43515 Liability Coverage	\$ 15,000.00

SECTION 2. That this ordinance shall become effective retroactively to July 1, 2021.

**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 of the Kenai Peninsula Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Sovala Kisenia, Claims Manager *SK*
Brandi Harbaugh, Finance Director *BH*

DATE: July 22, 2021

SUBJECT: Ordinance 2021-19-07, Appropriating \$330,000 from the Insurance and Litigation Unrestricted Net Position for Additional Cost of Insurance Premium for FY2022 (Mayor)

The Kenai Peninsula Borough, including service areas, and the Kenai Peninsula School District, are self-insured for insurance including, but not limited to, property, liability, workers compensation and travel.

On June 28, 2021, the Risk Fund's Third Party Administrator (TPA) provided FY2022 insurance premium rates above the original estimated amount by approximately \$330,000.

The unanticipated increases primarily occurred in the property insurance premium as a result of adding and updating property values over the past year as well as an overall hardening of the insurance market, especially in the excess market.

This ordinance would appropriate \$330,000 from the Insurance and Litigation unrestricted net position to provide the additional funds needed to cover the increased premiums.

**FINANCE DEPARTMENT
ACCOUNT / FUNDS VERIFIED**

Acct. No. 700.27910 (net position)

Amount: \$ 330,000

By: *PP* Date: 7/19/2021

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-08**

**AN ORDINANCE APPROVING AND ACCEPTING \$11,403,341 FROM THE U.S.
DEPARTMENT OF TREASURY, CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS ESTABLISHED BY THE AMERICAN
RESCUE PLAN ACT OF 2021**

- WHEREAS,** on May 10, 2021 U.S. Department of the Treasury (“Treasury”) announced the launch of the Coronavirus State and Local Fiscal Recovery Funds (“Funds”), established by the American Rescue Plan Act of 2021; and
- WHEREAS,** the Funds are governed by Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2; and
- WHEREAS,** the borough meets the qualifications to be a direct recipient of the Funds in the amount of \$11,403,341 of which the first 50 percent has been received, followed by the second deposit to be received in May 2022; and
- WHEREAS,** the Funds must be used to respond to the COVID-19 public health emergency or its negative economic impacts, including lost revenue as well as necessary investments in water, sewer and broadband infrastructure projects; and
- WHEREAS,** it is in the borough’s best interest to utilize the Funds for projects that may provide the greatest public benefit on an areawide basis; and
- WHEREAS,** the Treasury released the Interim Final Rule which provides guidance to determine eligibility for recouping lost revenue using a prescribed calculation to convert actual revenue to a counterfactual trend representing what could have plausibly been expected to occur in the absence of the pandemic; and
- WHEREAS,** \$2,000,000 of the Funds are allocated to educational services be transferred to the Kenai Peninsula Borough School District for education; and
- WHEREAS,** the \$2,000,000 educational allocation may provide additional funding to the School District making the total local education contribution for FY2022 \$50,000,000, unless this amount exceeds the maximum allowable local contribution per AS 14.17.410(b)(2); and

WHEREAS, if \$50,000,000 exceeds the maximum allowable local contribution per AS 14.17.410(b)(2), the amount in excess will reduce the general fund contribution to the extent that the total general fund contribution and the \$2,000,000 will equal the lesser of \$50,000,000 or the maximum allowable contribution for FY2022; and

WHEREAS, the Central Peninsula Landfill wastewater leachate system rehabilitation project (“Leachate Project”) is an eligible project under the water and sewer infrastructure program, which serves all borough communities on the road system and commercial waste; and

WHEREAS, \$6,000,000 of the Funds are allocated to the solid waste Leachate Project; and

WHEREAS, the Funds may be used to address “pay-go” new infrastructure projects such as roads; and

WHEREAS, \$3,403,341 of the Funds are allocated to “pay-go” infrastructure projects to be approved by the assembly; and

WHEREAS, it is in the best interest of the borough to utilize the Funds for projects that may provide the greatest public benefit on an areawide basis;

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

SECTION 1. That the mayor is authorized to accept grant funds totaling \$11,403,341 from the U.S. Department of the U.S. Treasury.

SECTION 2. That \$2,000,000 is appropriated to account 271.94910.SLF01.49999 to be transferred to account number 241.94910.SLF01.50241 the Kenai Peninsula School District for education by way of Memorandum of Agreement.

SECTION 3. That \$6,000,000 is appropriated to account 271.94910.SLF02.49999 to be transferred to account 411.32122.SLF02.49999 for the Central Peninsula Landfill wastewater leachate system rehabilitation project.

SECTION 4. That \$3,403,341 is appropriated to account 271.94910.SLF03.49999 to be transferred to 400.78050.SLF03.49999 for pay-go infrastructure projects to be approved by the assembly.

SECTION 5. That the mayor is authorized to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the grant agreement and any subsequent grant amendments.

SECTION 6. That this ordinance shall be effective 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 Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

DATE: July 22, 2021

RE: Ordinance 2021-19- 08, Approving and Accepting \$11,403,341 from the U.S. Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act of 2021 (Mayor)

The Coronavirus State and Local Fiscal Recovery Funds ("funds"), established by the American Rescue Plan Act of 2021, provides \$350 billion in emergency funding for eligible state, local, territorial, and tribal governments. The borough is a direct grant recipient of \$11,403,341. This amount is based upon the 2019 census and the Community Development Block Grant population determinations. The granting agency is the U.S. Treasury, which will release the funds in two deposits; there is no match requirement. The borough received the first deposit of \$5,701,670.50 on May 25, 2021. The second deposit will be released May 2022.

There are six categories whereby the borough may elect to use the funds, including: (1) Support for public health response; (2) replace public sector revenue loss; (3) water and sewer infrastructure; (4) address negative economic impacts; (5) premium pay for essential workers; (6) broadband infrastructure (see attached factsheet).

The recommended projects below emphasize the importance of achieving outcomes that may provide the greatest public benefit on an areawide basis. Said projects are eligible as defined by the U.S. Treasury Interim Final Rule.

1. \$2 million in revenue replacement to be allocated to educational services.
2. \$3.4 million in lost revenue to be invested in "pay-go" critical infrastructure projects. Pay-go infrastructure funding also refers to the practice of funding capital projects with cash-on-hand from

Page -2-

July 22, 2021

RE: Ordinance 2021-19- 08

taxes, fees, grants, and other sources, rather than with borrowed sums.

3. \$6 million to be allocated toward the solid waste leachate system rehabilitation project.

Attachment: U.S. Treasury Fact Sheet

**FINANCE DEPARTMENT
MATCH & ADMIN FEE FUNDS/ACCOUNT
VERIFIED**

Account: 271.00000.SLFRF.33115

Amount: \$11,403,341.00

By: PP Date: 7/22/2021

By: BA



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds



Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response



Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag



Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund



Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments



Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs



Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages



Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund



Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-09**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONSTRUCTION OF THE
WESTERN EMERGENCY SERVICE AREA EMERGENCY FIRE WATER FILL SITE
PROJECT**

- WHEREAS,** Western Emergency Service Area (“WESA”) has a need for an emergency fire water fill site at Resch Road and the Sterling Highway; and
- WHEREAS,** through several fiscal year budget cycles \$375,000 has been appropriated to work on site improvements, a tank and design; and
- WHEREAS,** a completed design has been done to provide a fully functional facility; and
- WHEREAS,** a low bid for construction of the completed emergency fire water fill site was received by Eberline Building Inc. in the amount of \$202,488.00; and
- WHEREAS,** the low bid amount exceeds the budget required to complete the project by \$34,981.00; and
- WHEREAS,** WESA has funds available in its operating fund for completion of this project;

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

- SECTION 1.** That \$34,981 is appropriated from the Western Emergency Service Area Operating Fund fund balance to be transferred to account 444.51410.22FIL.49999 for costs related to the construction of the fill site at Resch Road and the Sterling Highway.
- SECTION 2.** 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 3.** 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*
Jon Marsh, Chief - Western Emergency Service Area *JM*

DATE: July 22, 2021

RE: Ordinance 2021-19-09, Appropriating Funding for the Construction of the Western Emergency Service Area Emergency Fire Water Fill Site Project (Mayor)

The Western Emergency Service Area (WESA) is in need of a remote emergency fire water fill site at Resch Road and the Sterling Highway. The funding was appropriated for the project through multiple fiscal year budgets. To date, some improvements to the site have been completed including a storage tank, well, and access pad. The total expenditures to date are approximately \$170,657.56.

In 2020, an engineering contract was awarded to Larsen Engineering to complete the design and bidding documents for a functional emergency fire water fill site at the Resch Road location. On July 15, 2021, two bids for the construction of the completed fill site were received by Purchasing and Contracting. Eberline Building Inc. provided the low bid in the amount of \$202,488.00 for the total base bid and deductive alternate. This bid amount exceeds the available budget for the project by \$34,981.00.

WESA has funds available in their operating fund to award the total project scope and has requested that the funds be appropriated to award the entire scope.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>209,27910</u>
Amount:	<u>\$34,981.00</u>
By: <u>PP</u>	Date: <u>7/22/2021</u>

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-29**

**AN ORDINANCE AUTHORIZING THE ASSESSOR TO ACCEPT ONE LATE-FILED
SENIOR EXEMPTION APPLICATION FOR 2021 FILED AFTER MARCH 31 AND
PROVIDING AN EXCEPTION TO KPB 5.12.040(B)**

WHEREAS, KPB 5.12.105(E) provides that an application for a senior citizen exemption must be filed by March 31 of the year for which the exemption is sought; and

WHEREAS, in accordance with AS 29.45.030(f) and KPB 5.12.105(E) the assembly may, for good cause shown, waive the claimant's failure to make timely application and authorize the assessor to accept the application as if timely filed; and

WHEREAS, in accordance with KPB 5.12.105(E)(4) if an otherwise qualified claimant is unable to comply with the March 31 deadline for filing an application, and the inability to comply is caused by a serious condition or extraordinary event beyond the taxpayer's control, the assembly may, by resolution, waive the claimant's failure to file the application by such date, and authorize the assessor to accept the application as if timely filed; and

WHEREAS, the applicant has submitted an affidavit stating extraordinary circumstances which prevented her from timely filing a 2021 senior citizen exemption application; and

WHEREAS, in accordance with KPB 5.12.040(B) the assessor shall not make changes to the assessment roll after June 1 except for the reasons provided therein, which do not include adjustments for late-filed senior exemption applications; and

WHEREAS, an exception to KPB 5.12.040(B) is required because even when the assembly has approved a late-filed senior exemption application after June 1, code does not allow the assessor to make a change to the assessment roll after June 1 due to a tax exemption status change;

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

SECTION 1. Upon reviewing the senior citizen exemption application and affidavit submitted, the assembly hereby waives the March 31 deadline for filing an application for the 2021 senior citizen exemption based upon a finding that the applicant was unable

to comply with that deadline due to a serious condition or extraordinary event beyond her control.

SECTION 2. That the assessor shall process the application in accordance with standard assessing department procedures for processing such applications.

SECTION 3. Notwithstanding KPB 5.12.040(B), in the event the assessor finds that the late-filed senior exemption application should be otherwise approved, the assessor is hereby authorized to make a change to the assessment roll after June 1, 2021 to reflect the approved exemption.

SECTION 4. 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

Assessing Department

MEMORANDUM

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

THRU: Charlie Pierce, Kenai Peninsula Borough Mayor *CP*

FROM: Adeena Wilcox, Borough Assessor *aw*

DATE: July 22, 2021

SUBJECT: Ordinance 2021- 29, Authorizing the Assessor to Accept One Late -Filed Senior Citizen Exemption (Mayor)

Linda Reid, a Homer resident, has submitted a late-filed application for the Senior Citizen Real Property Tax Exemption and is requesting the assembly to allow the assessor to accept her application filed after March 31, 2021.

KPB 5.12.105 and AS 29.45.030(f) allow for late-filed exemptions to be granted by the assembly. For an applications filed after March 31, the applicant must file an affidavit stating good cause for failure to comply with the deadline. Good cause is defined by KPB 5.12.105(E)(4) as:

... an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event.

Mrs. Reid failed to apply timely as she was providing extensive in-home care for Mr. Reid after he suffered serious injuries resulting in multiple surgeries and extensive physical therapy.

Based upon a review of Mrs. Reid's exemption application, affidavit and backup documentation regarding Mr. Reid's injuries, she would qualify for exemption if the assembly authorizes her late-filed request.

Your consideration of this ordinance is appreciated.

AFFIDAVIT OF Linda L. Reid
(Senior Citizen or Disabled Veteran Applicant Name)
**AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN OR DISABLED VETERAN EXEMPTION**

RECEIVED
JUN 23 2021

KPB ASSESSING DEPT.

This application is made pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax - Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Good cause means an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event. (Absent extraordinary circumstances, a mere failure to pick up or read mail or to make arrangements for an appropriate and responsible person to pick up and read mail or a failure to provide a current address to the Department of Assessing will not be deemed good cause). Failure to meet the filing deadline is based upon the following good cause:

Please describe the serious condition or extraordinary event that caused your failure to meet the March 31st filing deadline. (Please attach any documentation you may have that supports your request).

I was care-taking my husband who had a life-altering fall which required numerous surgeries, follow up physical therapy and home care from myself. we will email the medical files.

FURTHER AFFIANT SAITH NAUGHT.

Dated at Homer, Alaska, this 21st day of June, 2021

Linda L. Reid
Applicant Signature

SUBSCRIBED AND SWORN to before me this 21 day of June, 2021

[Signature]
Notary Public
My Commission Expires: 7-12-2024

Exemption applications submitted for consideration for late-file acceptance will be forwarded to the Assembly by the Mayor's Office.

Assembly Action: APPROVED _____ DENIED _____

2021

SENIOR CITIZEN EXEMPTION

DUE ON OR BEFORE MARCH 31 OF THE EXEMPTION YEAR
 APPLICANTS MUST BE AGE 65 ON OR BEFORE DECEMBER 31
 OF THE PRECEDING YEAR.

Proof of age is required prior to application approval.

PIN: 17508154

RECEIVED
 JUN 23 2021



Physical Address: 4049 WEST HILL RD

IAN S & LINDA L REID

HOMER AK 99603-0786

Legal Description: T 6S R 14W SEC 24 Seward Meridian HM
 2002084 HILLSIDE ACRES SUB REPLAT TRACT 4A & 4B TRACT 4-A-1

Cell Phone: 907

Applicant's Date of Birth: [REDACTED]

Applicant's SSN: [REDACTED]

Home Phone: [REDACTED]

Spouse's Name: [REDACTED]

Spouse's Date of Birth: [REDACTED]

Spouse's SSN: [REDACTED]

I am applying as a:
☒ Senior age 65 and spouse
☒ Individual age 65 or older ☐ Surviving spouse age 60 or older

Dwelling Type:
☒ Single Family ☐ Multi-Family Dwelling
☐ Mobile Home ☐ Other
☐ Condominium

Is any portion of this property used for:
 Commercial Use? ☐ YES ☒ NO
 Rental Purposes? ☐ YES ☒ NO
 Explain: _____

Is occupancy shared with someone other than your spouse and/or minor children? ☐ YES ☒ NO
 If yes, when did shared occupancy begin? _____
 What portion of the home do they occupy? _____
 If live-in care is medically necessary, attach a letter from a physician recommending need for live-in care.

Do you or your spouse own property in another Borough or State? ☐ YES ☒ NO
 If YES, does the property receive an exemption? ☐ YES ☐ NO

Please list your other property address, city & state: _____

Alaska Permanent Fund Eligibility
 When was the last year you applied for the Alaska Permanent Fund Dividend? 2021
 Will you apply for the next Permanent Fund Dividend? ☒ YES ☐ NO What year will that be? 2022
 Applicants who do not receive an Alaska Permanent Fund Dividend must complete KPB Supplemental Form #1 or the application will be denied. (Supplemental forms are available at the Assessing Department or on-line.)

I CERTIFY: This property is my primary residence and permanent place of abode. I occupied it as my primary residence for a minimum of 185 days in the year prior to the year of this application. (If you do not meet this requirement, you must provide satisfactory evidence that you meet the statutory criteria for an allowable absence under AS 43.23.008.) I hereby attest that the information above is true and correct to the best of my knowledge, and I will notify the borough assessing department if I do not meet this requirement in any future year for the duration of this exemption.

Linda L. Reid
 PRINT OWNER NAME

Linda L. Reid
 SIGNATURE

June 21, 2021
 DATE

1954 *** ASSESSOR'S USE ONLY ***						
NEW FILING	OCCUPANCY	AGE	FULL	VARIABLE	APPROVED	ENTERED BY
PRIOR FILING	OWNERSHIP	PERM FUND	CONTIG		DENIED	
	6-3-05	2021 yes				

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-30**

**AN ORDINANCE AUTHORIZING THE ASSESSOR TO ACCEPT ONE LATE-FILED
RELIGIOUS EXEMPTION APPLICATION FOR 2021 AND PROVIDING AN
EXCEPTION TO KPB 5.12.040(B)**

WHEREAS, AS 29.45.030(a)(3) provides that an exemption be granted for property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes; and

WHEREAS, in accordance with KPB 5.12.119(A), the mayor has the authority to grant extensions of time to file for property tax exemptions; and

WHEREAS, title to the property in question transferred on October 2, 2020, resulting in the removal of the previous religious non-profit exemption; and

WHEREAS, the new owner had previously applied and was approved for a religious non-profit exemption on a different parcel; and

WHEREAS, the assembly finds there was a good cause basis that resulted in the failure to apply timely for the non-profit religious exemption; and

WHEREAS, this ordinance authorizes an exception to KPB 5.12.040(B) to allow the assessor to make a change to the assessment roll after June 1 due to a tax exemption status change should the assessor otherwise find that the application meets the exemption requirements;

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

SECTION 1. Upon reviewing the non-profit exemption application, the assembly hereby waives the March 31 deadline for filing an application for the 2021 religious non-profit exemption based upon a finding that the applicant was unable to comply with that deadline due to a serious condition or extraordinary event beyond their control.

SECTION 2. That the assessor shall process the application in accordance with standard assessing department procedures for processing such applications.

SECTION 3. Notwithstanding KPB 5.12.040(B), in the event the assessor finds that the late-filed non-profit exemption application should be otherwise approved, the assessor is hereby authorized to make a change to the assessment roll after June 1, 2021 to reflect the approved exemption.

SECTION 4. 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

Assessing Department

MEMORANDUM

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

THRU: Charlie Pierce, Kenai Peninsula Borough Mayor *CP*

FROM: Adeena Wilcox, Director of Assessing *aw*

DATE: July 22, 2021

RE: Ordinance 2021-30, Authorizing the Assessor to Accept One Late Filed Non-Profit Exemption Application and Providing an Exception to KPB 5.12.040(B) (Mayor)

One non-profit exemption applicant, Faith Lutheran Church, has requested the assembly allow the assessor to accept a late-filed Non-Profit Religious Exemption Application received after March 31, 2021. Pursuant to AS 29.45.030(a)(3), property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes is exempt from general taxation.

Faith Lutheran Church took ownership from Alaska Mission for Christ Lutheran Church Missouri Synod on October 2, 2020. The religious exemption was properly ended during the title transfer. The Faith Lutheran Church, having previously been approved for a non-profit religious exemption on another parcel, did not apply for an additional exemption for the newly transferred parcel until July 16, 2021.

The failure to apply for the nonprofit religious exemption was a result of several unforeseen circumstances. The President in-charge resigned and two board members had significant medical issues. These events resulted in the failure to notice that there was no exemption in place for the Prince of Peace Lutheran Church, located in Seldovia and gifted to the Faith Lutheran Church.

This ordinance seeks assembly approval to allow the mayor to grant an extension of time and accept the late-filed non-profit exemption application of Faith Lutheran Church pursuant to KPB 5.12.119(A).

This ordinance also seeks approval for the assessor to adjust the assessment roll to make changes in the taxable status of property on the roll after June 1, 2021 pursuant to KPB 5.12.040(B).

Your consideration of this ordinance is appreciated.

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-31**

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO A MASTER LAND LEASE
DEVELOPMENT AGREEMENT WITH ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES IN SUPPORT OF THE STERLING
HIGHWAY MP 45-60 CONSTRUCTION PROJECT NEAR COOPER LANDING TO
INCLUDE A STAGING AREA AT TRACT C QUARTZ CREEK SUBDIVISION AND
APPRAISAL PROVISIONS**

- WHEREAS,** the State of Alaska Department of Transportation and Public Facilities (“DOT&PF”) is actively working on the Sterling Highway MP 45-60 construction project near Cooper Landing; and
- WHEREAS,** Ordinance 2021-14 authorized the lease of multiple staging and disposal sites on borough lands to DOT&PF under a Master Land Lease Development Agreement (“Master Lease”); and
- WHEREAS,** Ordinance 2021-13 authorized the lease of Tract C Quartz Creek Subdivision to one of DOT&PF’s contractors, Kiewit Infrastructure West Company, for staging in support of the state project; and
- WHEREAS,** DOT&PF has requested that the lease of Tract C be issued directly to DOT&PF and that state procurement methods for valuation be included as an overall provision of the Master Lease; and
- WHEREAS,** the Master Lease can be amended to include Tract C and to provide for methods of valuation consistent with state procurement standards; and
- WHEREAS,** state procurement standards for land valuation would protect the borough’s interests in fair compensation for the use of borough land; and
- WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of August 9, 2021 recommended _____;

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

SECTION 1. That the assembly finds that leasing to DOT&PF the parcel of land described as Tract C Quartz Creek Subdivision pursuant to KPB 17.10.100(I) is in the best interest of the borough to support the highway project which will significantly improve road access to and from the western half of the borough and provide revenue to the borough..

SECTION 2. That the provisions of KPB 17.10.080-.090 and KPB 17.10.110-.240 governing classification, disposition, and leasing of borough lands and related natural resources shall not apply to this lease to DOT&PF in cooperation with the Sterling Highway MP 45-60 project.

SECTION 3. Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to amend the Master Lease to include Tract C Quartz Creek Subdivision for project staging and to amend the lease rental provisions to include appraisal methods for establishing or adjusting rent for all sites included in the Master Lease, substantially in the form of the amendment document accompanying this ordinance. The authorization is only for a lease of the property to the DOT&PF, and it may not assign any rights to negotiate or enter an agreement for lease to any other person or entity.

SECTION 4. The mayor is authorized to execute a lease amendment substantially similar in form to the Master Lease Amendment No. 1 form approved by the assembly.

SECTION 5. DOT&PF shall have 120 days from the time of enactment of this ordinance to execute the lease document.

SECTION 6. That revenue from the subject lease shall be deposited in the Land Trust Fund.

SECTION 7. That the authorization to lease Tract C provided by Ordinance 2021-13 is superseded by this ordinance.

SECTION 8. 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 *CP*
Melanie Aeschliman, Planning Director *MA*

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

DATE: July 22, 2021

RE: Ordinance 2021-31, Authorizing an Amendment to a Master Land Lease Development Agreement with Alaska Department of Transportation and Public Facilities in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing to Include a Staging Area at Tract C Quartz Creek Subdivision and Appraisal Provisions (Mayor)

Alaska Department of Transportation and Public Facilities (DOT&PF) is actively working on the Sterling Highway MP 45-60 Construction Project which follows the Juneau Creek Alternative near Cooper Landing.

KPB Land Management has been working with the project team as it seeks to implement this major project. DOT&PF has entered into a Master Lease that includes three project staging and disposal sites on borough owned or managed land. A fourth site related to the project had been proposed to be leased by a DOT&PF contractor. However, DOT&PF now requests that the lease of this fourth site, located at Tract C Quartz Creek Subdivision, be included in DOT&PF's Master Lease.

In discussions, DOT&PF has indicated that it would like to have the ability to go through an appraisal process on Tract C as well as the other sites. An appraisal process would conform to DOT standards and would protect KPB's interests in receiving a fair market rent for the surface use of the KPB land.

This ordinance would authorize an amendment to DOT's Master Lease to include Tract C Quartz Creek Subdivision and to provide for rental rates to be adjusted to the appraised fair market rental value once DOT completes such appraisals.

Your consideration is appreciated.

Master Land Lease Development Agreement
AMENDMENT NO 1
KPBL# 21-0501-01

WHEREAS, KPB and DOT&PF have entered in a certain Master Land Lease Development Agreement (the "Agreement") serialized KPBL# 21-0501-01 for multiple staging and disposal sites associated with the Sterling Highway MP 45-60 project; and

WHEREAS, KPB and DOT&PF desire to amend the Master Land Lease Development Agreement to include an additional site known as Tract C Quartz Creek Subdivision and to include appraisal provisions for the establishment of adjustment of rents on all sites included in the Agreement;

NOW THEREFORE,

The Kenai Peninsula Borough, an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, AK 99669 (hereinafter "KPB" or "Lessor"), and the State of Alaska, Department of Transportation and Public Facilities, whose address is 4111 Aviation Avenue, Anchorage, AK 99519 (hereinafter "DOT&PF" or "Lessee") enter into this Master Land Lease Development Agreement Amendment No 1 (Amendment No 1) and agree herein to amend the Agreement as follows (**bold underline** indicates amended language):

Amend Section I (2) to update contact information as follows:

2. **Authorized Contact.** All communications about this Agreement shall be directed as follows, any reliance on a communication with a person other than the listed below is at the party's own risk. KPB staff do not have authority to bind the KPB. Any material amendments or changes to the Agreement must be approved in writing signed by the KPB Mayor.

KPB

DOT&PF

Kenai Peninsula Borough
Attn: Land Management Division
Mailing Address: 144 N. Binkley St.
Soldotna, AK 99669

DOT&PF Central Region Construction
Attn: **Jonathan Tymick**
4111 Aviation Avenue
Anchorage, AK 99519-6900

Amend Section II (5) as follows:

II. Leased Property Description; Term; Rent

5. **The Property.** The KPB leases to DOT&PF and DOT&PF leases from the KPB, the following

described Property in an “as-is” condition. The KPB makes no specific warranties, express or implied, concerning the title, condition, or use of the Property, including survey, soils, wetlands, access, or suitability for any use, including those uses authorized by the Agreement, unless otherwise specified in this Agreement:

West #1 Staging and Disposal Site; 14.0 acres +/-, located within the N1/2 Section 27, T5N, R4W, S.M. AK

West #2 Staging and Disposal Site; 4.6 acres +/-, located within the N1/2 Section 26, T5N, R4W, S.M. AK

East #2 Staging and Disposal Site; 4.7 acres +/-, located within Tract A USS 5105 situated within Section 30, T5N, R3W, S.M. AK

Tract C Quartz Creek Subdivision, Plat No 94-11, Seward Recording District; 15.81 acres +/-

Each Site more particularly described and depicted in Attachment 3- Site Survey Drawings.

Amend Section II (7) as follows:

7. Term.

7.1. Initial Term. The Initial Term of this Agreement shall be for a period of 5 years commencing on May 1, 2021 and terminating on April 30, 2026. **The initial term as applied to Tract C Quartz Creek Subdivision commences August 15, 2021.**

Amend Section II (8) as follows:

8. Rent.

8.1. Surface Use Rent (“Rent”). The Rent for the use of the surface area of the Property is shown on the table below, for the first year of the Agreement, payable on the commencement date of the lease and each anniversary thereof. This Rent shall increase annually at 3% per annum.

SITE DESCRIPTION	AREA	INITIAL RENT
West #1 Staging and Disposal Site	14.0 acres +/-	\$8,400/YR
West #2 Staging and Disposal Site	4.6 acres +/-	\$5,520/YR
East #2 Staging and Disposal Site	4.7 acres +/-	\$5,640/YR
<u>Tract C Quartz Creek Subdivision</u>	<u>15.81 acres +/-</u>	<u>\$35,640/YR</u>
TOTAL		<u>\$55,200/YR</u>

8.2. Material Extraction and Disposal. The consideration, fees or royalties associated with

material extraction, disposal, and reclamation under the Agreement shall be set forth in Attachment 1 – Materials Extraction and Disposal Terms & Conditions.

- 8.3. **Rent for Tract C Quartz Creek Subdivision is prorated for the initial partial year through April 30, 2022 as (258 days divided by 365)x(\$35640)= \$25,192.10.**
- 8.4. **Rent for each site may, at any time, be adjusted to the appraised fair market rental value. DOT&PF may have the sites appraised according to DOT&PF appraisal standards as to the fair market value or fair market rental value. In the case of a fair market value appraisal, 8% of the appraised fair market value will be used as the lease rate. Upon acceptance of the appraisal by each party the appraised fair market rent will be adopted and any rental adjustment payment, or reimbursement due either party will be made within 60 days for the annual period in which the appraisal is conducted. The adjusted rent shall then increase annually at 3% per annum.**

Amend Section III (9) as follows:

9. **Authorized Uses.** The Agreement is entered into for the use of the Property for the following authorized uses:
 - 9.1. Subject to Section 11 below, Rights Reserved by KPB, DOT&PF shall have exclusive surface use and possession of the Property. The surface uses shall be governed by this Master Lease. Surface uses include, but are not limited to, staging of personnel and equipment, material processing operations, temporary facilities, and related uses reasonably necessary to support completing the Project. Authorized uses specifically include those described in Attachment 4- Staging/Disposal Operations Plan.
 - 9.2. Subject to the terms set forth in Attachment 1, Materials Extraction and Disposal Agreement, DOT&PF may use the Property to dispose, develop, process, explore, excavate, crush, stockpile, remove, gravel, soil, and other natural resource materials on the Property. The reclamation obligations set forth in Attachment 1 survive termination of the Agreement.
 - 9.3. **Terms specific to Tract C Quartz Creek Subdivision**
 - a. **Subject to reclamation obligations, DOT&PF shall have the right to develop Tract C sufficient for its authorized uses included importing clean, construction grade gravel fill material, installation of utilities, installation of DEC approved septic system or holding tanks, drilling of on-site water wells, and installation of road approaches, pads, and durable surfaces. DOT&PF shall conserve topsoil on site and maintain such material available for site reclamation at the end of the Agreement.**
 - b. **Vegetated Buffers/ Clearing Plan. Uses of Tract C under this agreement are subject to preserving certain vegetated buffers along the perimeter of the**

property. Prior to commencement of the Agreement, a clearing plan had been agreed upon and implemented through which certain areas of vegetation were preserved. The cleared area shall be available for DOT&PF's development and use under this agreement. No further clearing or expansion of use into vegetated areas will take place unless first approved by KPB in writing. Vegetated areas may be incorporated into DOT&PF's storm water management practices. Individual trees within the vegetated buffer that are a substantial hazard risk may be removed by DOT&PF as necessary without changing the buffer status.

c. Site Closure.

9.3.c.1. Notwithstanding KPB 17.10.240, prior to termination of this Agreement the KPB reserves the right, at KPB's sole option, to require Lessee to restore the site to a natural condition, free of contamination, to leave the site in a condition suitable for use by another, or any combination thereof. KPB declares an intent for the site to be useful for a commercial business subdivision at the end of the Agreement.

9.3.c.2. Pre-closure Inspection. KPB and Lessee will jointly inspect the site for the purpose of KPB determining the condition that site will be left in prior to termination of Agreement. KPB and Lessee shall agree in writing the condition that site will be left in prior to termination of Agreement. KPB, at its sole discretion, may require Lessee to take any or all of the actions listed in paragraphs A and B of this section.

A. Removal of Improvements. The KPB may require Lessee to remove any and all improvements including septic systems, utilities, imported materials, and closure of wells.

B. Reclamation. Site shall be reclaimed by adding organic topsoil material to bring site to a consistent topographic level as adjacent features and then planted with local plant species.

9.3.c.3. Post-closure Inspection. KPB and Lessee will jointly inspect site to confirm site is left in a condition acceptable to KPB and KPB will issue a document to Lessee affirming its findings.

Except as expressly set forth and amended herein, all remaining covenants, terms, and conditions of the Agreement, as amended, shall remain in full force and effect.

LESSOR: Kenai Peninsula Borough

**LESSEE: State of Alaska, Department of
Transportation and Public Facilities**

By: Charlie Pierce
Its: Mayor
Date: _____

By: _____
Its: _____
Date: _____

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Sean Kelley, Deputy Borough Attorney

KPB NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2021,
before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned
and sworn, personally appeared Charlie Pierce, known to me to be the Mayor, Kenai Peninsula
Borough, and who acknowledged to me that the foregoing instrument was executed freely and
voluntarily on behalf of Kenai Peninsula Borough, for the uses and purposes therein set forth
and who is authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year written above.

Notary Public in and for Alaska
Commission expires: _____

DOT&PF NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, known to me to be the _____, Department of Transportation and Public Facilities, State of Alaska, and who acknowledged to me that the foregoing instrument was executed freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and who is authorized by said State of Alaska to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

Notary Public in and for Alaska

My Commission Expires:

NOTE: All dimensions given in feet



Legend

- Clearing Limits
- TRACT C
- Parcels

LEGAL DESCRIPTION:

T 5N R 3W SEC 36 SEWARD
MERIDIAN SW 0940011
QUARTZ CREEK SUB TRACT C

Attachment 3
Clearing Plan

Proposed Clearing Limits
for LMD 20-17.

Permittee: Kiewit
Infrastructure

-KPB Land Management
9/23/2020



Project Number:
OA33028/CFHWY00684
Date: 1/20/2021

Sterling Highway MP 45-60 Sunrise to Skilak Lake Rd Phases 2-5 CM/GC

Tract C Lease Application

ATTACHMENT 4 to Lease Agreement

Prepared For:

Kenai Peninsula Borough Land Management
Division

Section

Page

Prepared By:

Kiewit Infrastructure West Co.
2000 W. International Airport Rd. C-6
Anchorage, AK 99502

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Plan for Future Use	4
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Acronyms and Abbreviations

ADOT&PF	Alaska Department of Transportation & Public Facilities
KIWC	Kiewit Infrastructure West Co.
KPB	Kenai Peninsula Borough
SWPPP	Storm Water Pollution Prevention Plan
APDES	Alaska Pollutant Discharge Elimination System
SPCC	Spill Prevention Control and Countermeasure
HMA	Hot Mix Asphalt

Introduction

KIWC proposes a negotiated lease of Tract C.

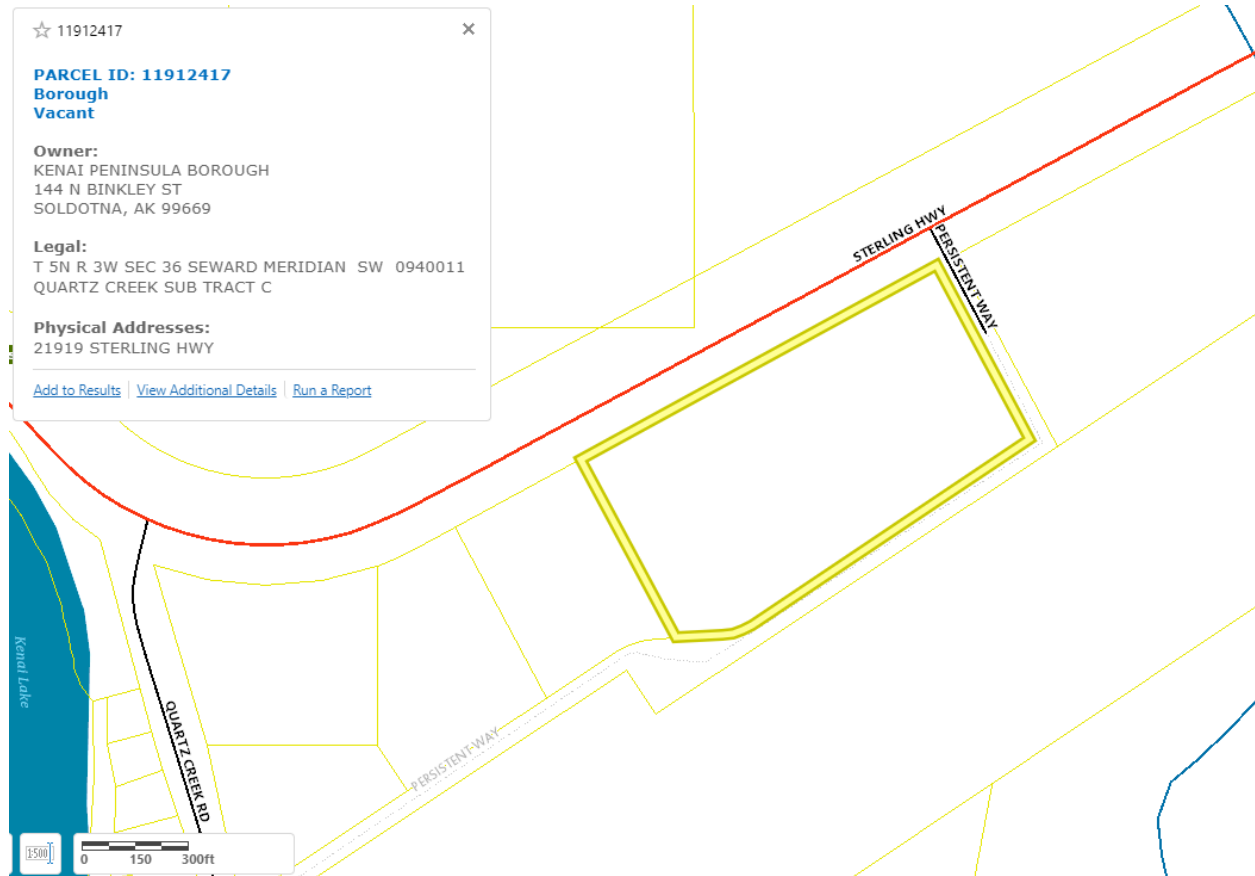
The parcel known as Tract C is described as the following:

Legal Description: T 5N R 3W SEC 36 SEWARD MERIDIAN SW 0940011 QUARTZ CREEK SUB TRACT C

Physical Address: 21919 Sterling Hwy

Tax Parcel ID: 11912417

Acreage: 15.81 Acres



The proposed primary use for this parcel under the negotiated lease is to develop a temporary project field office; and temporary materials and equipment laydown area to facilitate construction activities for the Sterling Highway MP 45-60 Sunrise to Skilak Lake Rd Phases 2-5 CM/GC Project for AKDOT&PF.

The proposed term for the negotiated lease is April 2021 until the highway project completion. The project is anticipated to be completed by the end of year 2025.

Existing Improvements

Under existing KPB Land Use Permit LMD 20-17, KIWC has completed 10.8 Acres of timber clearing and salvage; and soil sampling at Tract C during the week of November 16th, 2020. The current condition of the parcel is shown in the photo below.



Figure 1 - Site Photo 11/20/2020

A copy of Land Use Permit LMD 20-17 is attached.

Prior to the work performed in 2020 under the land use permit, the parcel existed as a wooded lot with a paved driveway apron access at the intersection of Persistence Way and Sterling Hwy leading to a single lane gravel road.

Proposed Permanent Improvements and Temporary Structures

During the lease, KIWC proposes to develop Tract C to be a working field office. Site work including utility installation and earthwork will be required to facilitate access and installation of the temporary office structures. A portion of this work may be considered permanent improvement for integration into the future development plan.

Proposed permanent improvements include the following:

- Utility Installation
 - Electric Service (Chugach Electric Association Inc.)
 - Phone Service (TelAlaska)
 - Leach Field Sewage System
 - Potable Drinking Water Well System
- Site Earthwork
 - Grubbing
 - Drainage
 - Grading and placing gravel for a driveable working surface

The preliminary plan for the site is shown below in Figure 2. This plan includes several temporary structures that are planned to be removed by the end of the lease term.

Proposed temporary structures include the following examples:

- Job office - consisting of mobile trailer units
- Area Lighting
- Fencing and Entrance Gates
- Hot Mix Asphalt (HMA) Plant
- Concrete Batch Plant
- Bathroom facilities
- Parking area
- Secondary Access to Sterling Hwy
- Materials testing lab
- Maintenance facility
- Fuel Storage

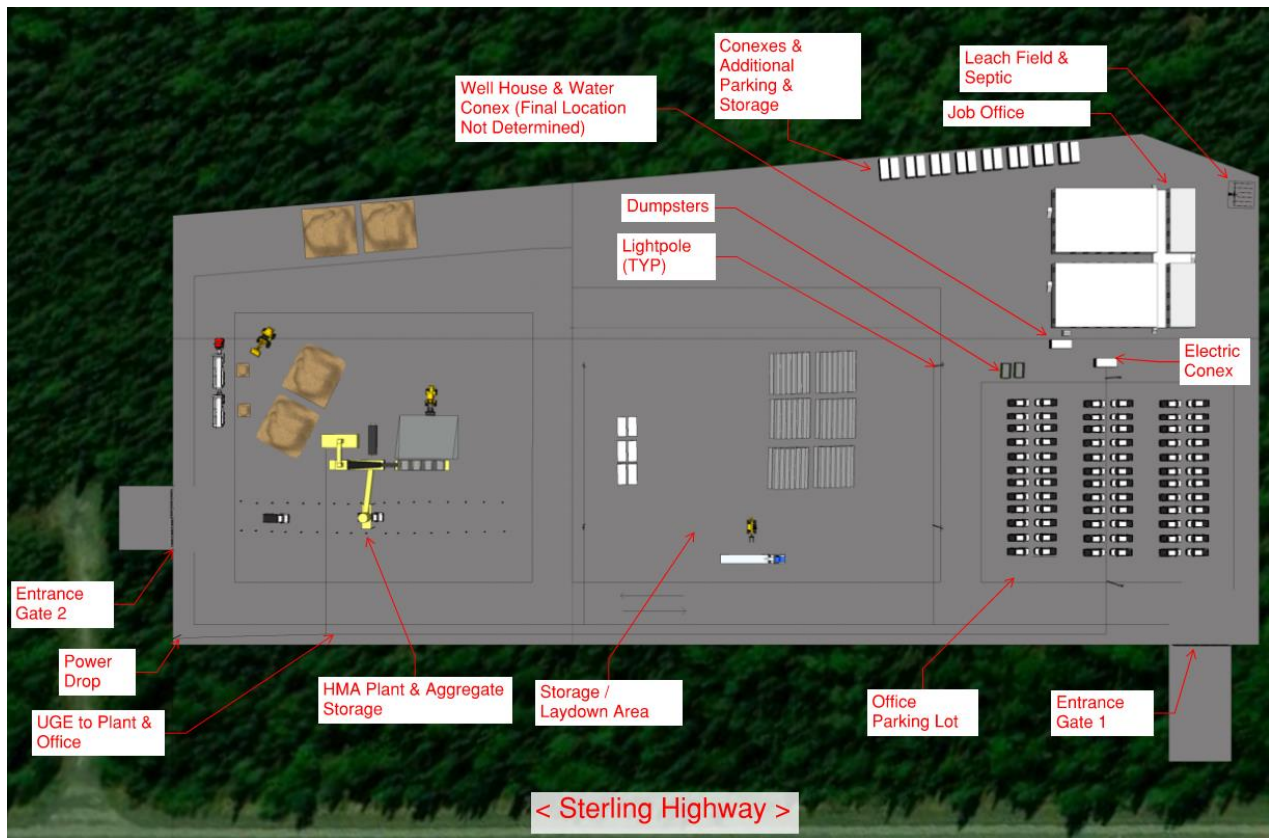


Figure 2 - Preliminary Site Layout

Plan for Future Use

KIWC intends to cooperate with KPB's future development plan for Tract C. Engineering resources will be available.

SWPPP and SPCC

The site work at Tract C including ground disturbing work, will be performed and maintained in adherence with the APDES Construction General Permit (CGP) and the project SWPPP and SPCC Plan programs for the duration of the lease. Documentation for this program will be located at the project office. Reporting of spills or discharges will follow the protocols listed in the program.

Introduced by: Mayor
Date: 08/03/21
Hearing: 08/17/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-32**

**AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE AT FAIR MARKET
VALUE WITH EDWARD AND KATHLEEN MARTIN, DBA COZY INN, IN KENAI
FOR A PARKING AREA**

WHEREAS, Edward and Kathleen Martin are owners of Lots 1 & 2, Block 4, Inlet View Subdivision 1st Revision, Plat KN-1515 in the City of Kenai; and

WHEREAS, the Martins own and plan to operate Cozy Inn on the property in conjunction with a local construction academy job training program, to house the students; and

WHEREAS, the Martins property lacks sufficient space for customer parking; and

WHEREAS, the borough owns an adjacent large parcel that is classified as Residential and zoned Rural Residential; and

WHEREAS, the Martins have applied for a negotiated lease of an area to be improved and serve as a parking area; and

WHEREAS, the Martins would be responsible for acquiring any necessary conditional use permits required by the City of Kenai for the proposed use; and

WHEREAS, the KPB Planning Commission at its regularly scheduled meeting of August 9, 2021 recommended _____;

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

SECTION 1. Pursuant to KPB 17.10.100(I) and 17.10.120(D), the assembly finds that leasing approximately 0.58 Gross/ 0.43 Net acres of borough land more particularly described in Section 2 below at fair market value to Edward and Kathleen Martin, DBA Cozy Inn, for a parking area is in the best interest of the borough based on the following findings of fact:

- A. The proposed use is compatible with the land classification and zoning, subject to City of Kenai conditional use permitting.

- B. The lease of land would support local business and job training and would provide a revenue stream to the Land Trust Fund.
- C. The configuration of the proposed lease would allow for future development of the remaining borough-owned land.

SECTION 2. Subject land lease is described as follows:

Beginning for reference at the N ¼ Corner of Section 4, T5N, R11W, Seward Meridian, thence N 89°56'00"E a distance of 180.00 feet to the point of beginning; thence S 00°09'00"E a distance of 194.00 feet along the east boundary of Inlet View Subdivision 1st Revision, Plat KN1515, to the southeast corner of Lot 2 Block 4 Inlet View Subdivision 1st Revision; Thence N 89°56'00"E a distance of 130.00 feet; thence N 00°09'00"W a distance of 194.00 feet to the north boundary of Section 4; Thence S 89°56'00"W a distance of 130.00 feet to the point of beginning;

Subject to a Section Line Easement along the north 50' of the land lease area; and

further subject to a Stormwater Drain Facility Easement benefitting the City of Kenai per book 578, page 907, Kenai Recording District.

SECTION 3. That the assembly additionally makes an exception to KPB 17.10.110 requiring notice of a disposition of land. This exception is based on the following findings of facts pursuant to KPB 17.10.230:

- 1. Special circumstances or conditions exist.
 - A. The purpose of advertising, pursuant to KPB 17.10.110, is to notify the public of an opportunity to purchase or lease borough land. However, because the authorization of this ordinance is for a sole source lease, advertising will not serve a useful purpose.
- 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. Making an exception to advertising, pursuant to KPB 17.10.110, will not affect any substantial property right as this is public land with previous seasonal field uses.
- 3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area.

- A. Making an exception to advertising, pursuant to KP.B 17.10.110, will not be detrimental or injurious to any public or private parties as leasing the subject land is subject to the acquisition of city of Kenai conditional use permits which address such matters.

SECTION 4. Based on the foregoing, the mayor is hereby authorized, pursuant to KP.B 17.10.100(I) and 17.10.120(D) to lease the land described in Section 2 above to Edward and Kathleen Martin, DBA Cozy Inn, for a term of 10 years with a 10-year renewal option at fair market value as determined by appraisal methods contained in the lease. The authorization is for lease solely to Edward and Kathleen Martin, DBA Cozy Inn, and they may not assign any rights to negotiate or enter an agreement for lease with any other person or entity without obtaining prior approval in accordance with the lease.

SECTION 5. That the mayor is authorized to execute a lease substantially similar to the one attached, and sign any documents necessary to effectuate this ordinance.

SECTION 6. That Kathleen Martin, DBA Cozy Inn shall have 180 days to execute the lease document from the date of enactment of this ordinance.

SECTION 7. 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 *CP*
Melanie Aeschliman, Planning Director *MA*

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

DATE: July 22, 2021

RE: Ordinance 2021-32, Authorizing a Negotiated Lease at Fair Market Value with Edward and Kathleen Martin, dba Cozy Inn, in Kenai for a Parking Area (Mayor)

Ed and Kathleen Martin have applied for a negotiated lease of borough-owned land for a parking area adjacent to their property. The Martins' stated purpose is to operate their property for housing students undergoing job training in a local construction academy. In order to serve their customers and meet the zoning requirements of the City of Kenai (City), they would need 16 parking spaces that they do not have space for on the land that they own.

The adjacent borough-owned land is classified as residential and is zoned by the City as Rural Residential. A use as a parking area would require compliance with City zoning regulations and the applicants are willing to go through the permitting processes.

The area being proposed measures 130' of frontage along Lawton Drive and 194' from the center of the street, the north 50' of which is a section line easement serving Lawton Drive. The net area is approximately 0.43 acres after subtracting the Lawton Drive section line right-of-way. A City storm water drain easement (30' wide) also crosses the lease area, but may be compatible with the simple surface use of parking.

The KPB Planning Commission will hold a public hearing on August 9th and will forward its recommendations to the assembly.

The initial appraised rental value will also be reported to the assembly as soon as it is available. Your review and consideration of this ordinance is appreciated.

KENAI PENINSULA BOROUGH REAL PROPERTY LEASE

This LEASE (hereinafter called this "Lease"), for good and valuable consideration, and pursuant to Ordinance 2021-____, enacted _____, 2021, is made and entered into by and between the KENAI PENINSULA BOROUGH, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, (hereinafter called "KPB"), and Edward and Kathleen Martin d.b.a. Cozy Inn, whose address is 35555 Kenai Spur Highway, PMB 471 Soldotna, Alaska 99669 (hereinafter called "Lessee").

I. DESCRIPTION OF REAL PROPERTY

This Lease grants Lessee use of the real property (hereinafter called "Property") described as follows:

Beginning for reference at the N ¼ Corner of Section 4, T5N, R11W, Seward Meridian, thence N 89°56'00"E a distance of 180.00 feet to the point of beginning; thence S 00°09'00"E a distance of 194.00 feet along the east boundary of Inlet View Subdivision 1st Revision, Plat KN1515, to the southeast corner of Lot 2 Block 4 Inlet View Subdivision 1st Revision; Thence N 89°56'00"E a distance of 130.00 feet; thence N 00°09'00"W a distance of 194.00 feet to the north boundary of Section 4; Thence S 89°56'00"W a distance of 130.00 feet to the point of beginning;

Subject to a Section Line Easement along the north 50' of the land lease area;
and

further subject to a Stormwater Drain Facility Easement benefitting the City of Kenai per book 578, page 907, Kenai Recording District;

Containing 0.43 acres +/- acres in Net.

II. PURPOSE OF LEASE

Pursuant to Ordinance 2021-____ the purpose of this lease is for parking area (hereinafter called "ACTIVITIES"). The allowed uses shall be in conformance with of the Lessee's Development Plan (, and the terms and conditions of any city zoning permits.

Development Plan

The Lessee's Development Plan illustrates the type and location of improvements, basic design and construction standards, landscaping features, location of utilities, and the nature of uses. The Development Plan approved under this lease describes the scope

of ACTIVITIES authorized by the lease. The initial approved development plan is incorporated by reference as Attachment A.

- a. Modification of Development Plan. The Development Plan may be modified by mutual agreement as necessary to advance the purposes of this lease. Modifications of Lessee's development plan may be made through the written approval of the KPB Mayor of a modified development plan submitted by Lessee to KPB in writing at least 60 days prior to anticipated modification of ACTIVITIES. Approved modifications shall be attached to this lease and effective upon the Mayor's written approval.

Ingress and Egress

Lessee may, at any time, have ingress and egress directly from Lessee's own property. As a revocable matter of permission, Lessee may have ingress and egress along the existing driveway from Lawton Drive to the east of the lease area, until such time as permission is revoked in writing by KPB. Lessee has the option of developing a new driveway directly to Lawton Drive along the frontage of the lease area, subject to any permitting requirements of the local road authority.

III. RECITALS AND RIGHTS RESERVED TO KPB

1. Nothing contained herein creates or implies any additional property interests, including easements or rights-of-way in the Property beyond the terms and conditions of this Lease.
2. The KPB reserves the right to require improvements to be removed by the Lessee at the termination of the Lease.
3. Lessee shall not develop beyond what is specified in the development plan, unless approved in writing by KPB.
4. KPB reserves the right to authorize other land uses on the Property by easement or permit which do not unreasonably interfere with Lessee's use.

IV. TERMS AND CONDITIONS

1. Lease Term. This lease is for term of ten (10) years commencing September 1, 2021 and with an option to renew, by written mutual agreement, for a renewal term of ten (10) years.
2. Lease Rental. The annual lease rental for the first 5 years of this lease is \$_____, which is based on 8 percent of the fair market appraisal of the net leased area. The annual lease rental for each successive 5-year period of the lease shall be set

at 8 percent of the fair market value. The KPB Assessing Department shall conduct the appraisal. Should lessee dispute the value of KPB's appraisal, then Lessee may obtain an appraisal from a professional independent fee appraiser upon which the parties can agree to adopt one appraisal, and if no agreement is reached then then the rate shall be set at the average of the two appraisals.

3. Defense and Indemnification.

The Lessee shall indemnify, defend, save and hold the borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from Lessee's performance or failure to perform in accord with the terms of this permit in any way whatsoever. The Lessee shall be responsible under this clause for any and all claims of any character resulting from Lessee or Lessee's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the borough or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Lessee shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the borough, its agents, or employees.

4. Insurance

Insurance coverage required under this Lease shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Lease shall remain in effect for the life of this Lease and shall be a part of the contract price. If Lessee's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Lease, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Lease and updated certificates shall be provided upon insurance coverage renewal, where applicable.

At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage the Borough may choose to maintain. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on the liability of the Lessee

under the indemnities granted to the Borough in paragraph 3 of this Lease.

4.1 Commercial General Liability. Lessee shall provide and maintain, Commercial General Liability Insurance (CGL). The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

4.2 Workers' Compensation. Lessee shall provide and maintain, for all of its employees engaged in work under this Lease, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Lessee shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Lease. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation shall be waived.

4.3 Auto Liability. Lessee shall provide and maintain, Auto Liability Insurance (ALI). The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

5. Waste. Lessee shall not commit waste or injury upon the lands leased herein.

6. Fire Protection. Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the land under agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the demised premises are located.

7. Safety. Lessee shall be solely responsible for maintaining the premises in a safe and fit condition. Lessee is responsible for the safety of all persons conducting activities on the property under this lease. Lessee agrees to provide the public with information regarding rules and regulations and other information pertaining to the property and the lease.
8. Sanitation. Lessee shall comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The subject property shall be kept in a clean and sanitary condition and every effort shall be made to prevent pollution of the waters and lands. Sanitary facilities shall be in accordance with the State of Alaska, Department of Environment Conservation regulations.
9. Hazardous Materials and Hazardous Waste. Storage, handling and disposal of hazardous waste shall not be allowed on lands under lease from KPB per KPB Code, Section 17.10.240(H).

Lessee shall comply with all applicable laws and regulations concerning hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the lands leased herein. In no event may Lessee utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the subject lands during the term of this lease, Lessee shall IMMEDIATELY report such release to the KPB Planning Director or other appropriate KPB official and to any other agency as may be required by law, and Lessee shall, at its own cost, assess, contain and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 C.F.R. 171.8, and any other substance determined by the federal government, the state of Alaska or KPB, to pose a significant health and safety hazard.

As used herein, "hazardous waste" means a hazardous waste as identified by the Environmental Protection Agency under 40 C.F.R. 261, and any other hazardous waste as defined by the federal government, the state of Alaska or KPB.

The covenants and obligations described in this article shall survive the termination of this lease.

10. Compliance With Laws. The Lessee agrees to comply with all applicable federal, state, borough, and local laws and regulations.

11. Easements and Rights-of-Way. This Lease is subject to all easements, rights-of-way, covenants and restrictions of which Lessee has actual or constructive notice. KPB reserves and retains the right to grant additional easements for utility and public access purposes across the property and nothing herein contained shall prevent KPB from specifically reserving or granting such additional easements and rights-of-way across the property as may be deemed reasonable and necessary.

As the parties agree that this is a reserved right which is reflected in the annual lease rental, in the event that KPB grants future additional easements or rights-of-way across the property, it is agreed and understood that Lessee shall receive no damages for such grant.

12. Inspections. Lessee shall allow KPB, through its duly authorized representative, to enter and inspect the leased premises at any reasonable time, with or without advance notice to Lessee, to ensure compliance with the terms and conditions of this lease. KPB's right to enter and inspect shall be exercised at KPB's sole discretion and the reservation or exercise of this right, and any related action or inaction by KPB, shall not in any way impose any obligation whatsoever upon KPB, and shall not be construed as a waiver of any rights of KPB under this agreement.
13. Property Taxes. Lessee shall timely pay all real property taxes, assessments and other debts or obligations owed to KPB. Pursuant to KPB Code, Section 17.10.120(F) this agreement will terminate automatically should Lessee become delinquent in the payment of any such obligations.
14. Assignments. Lessee may assign this Lease only if approved in advance by KPB. Applications for assignment shall be made in writing on a form provided by the Land Management Division. The assignment shall be approved if it is found that all interests of KPB are fully protected. The assignee shall be subject to and governed by the terms and conditions of this lease and applicable laws and regulations.
15. Cancellation. At any time that this Lease is in good standing it may be canceled in whole or in part upon mutual written agreement by the Lessee and either the KPB Mayor or Planning Director when applicable.

This Lease is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

Lease lands shall be utilized for the purposes of the development, management,

and maintenance of the SPARC facility within the scope of the terms and conditions of the lease and in conformity with the lessee's development plan, applicable classification, and any land use or comprehensive plans. Utilization or development for other than the allowed uses shall constitute a violation of the lease and will become subject to cancellation.

Failure on the part of the lessee to substantially complete the development plan of the land or to not be consistent with the proposed use and terms and conditions of the lease within two years of the anniversary date of said lease shall constitute grounds for cancellation.

16. Termination. Upon termination of this Lease, Lessee covenants and agrees to return the property to KPB in a neat, clean and sanitary condition, and to immediately remove all items of personal property subject to the terms and conditions of Paragraph 23 below. All terms and conditions set out herein are considered to be material and applicable to the use of the property under this Lease. Subject to the following, in the event of Lessee's default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, and such default continues thirty (30) calendar days after written notice of the default, KPB may cancel this lease, or take any legal action for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default.

In the event Lessee breaches any provisions prohibiting the release of hazardous chemicals, hazardous materials or hazardous waste upon the property, and fails to immediately terminate the operation causing such release upon notice from KPB, then KPB may immediately terminate this lease agreement without notice to Lessee prior to the effective date of the termination.

17. Violation. Violation of any of the terms of this lease may expose Lessee to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.
18. Notice of Default. Notice of the default, where required, will be in writing and as provided in the Notice provision of this Lease.
19. Entry or Re-entry. In the event that the Lease is terminated, canceled, or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the Lessee during the agreement term, KPB or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings or by a suitable action or proceeding at law or equity without being

liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the contract.

20. Removal or Reversion of Improvements upon Termination of Lease.

Improvements on the property owned by Lessee shall, within ninety (90) calendar days after the termination of the agreement, be removed by Lessee; provided such removal will not cause injury or damage to the land; and further provided that the Mayor, or Planning Director when applicable, may extend the time for removing such improvements in cases where hardship is proven. The Lessee may dispose of its improvements to a succeeding lessee with the consent of the KPB mayor.

If any improvements and/or chattels that are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to KPB.

21. Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the Lessee or placed on the land during its tenure with or without its permission and remaining upon the premises after the termination of the contract shall entitle KPB to charge a reasonable rent therefor.

22. Resale. In the event that this Lease agreement should be terminated, canceled, forfeited, or abandoned, KPB may offer said lands for sale, lease, or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations.

23. Notice. Any notice or demand, which under the terms of this Lease must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

All notices shall be sent to both parties as follows:

LESSOR

Kenai Peninsula Borough
Planning Director
144 N. Binkley
Soldotna, AK 99669-7599

LESSEE

Edward and Kathleen Martin,
DBA Cozy Inn
35555 Kenai Spur Highway, PMB 471
Soldotna, AK 99669

26. Responsibility of Location. It shall be the responsibility of the Lessee to properly locate its self and its improvements on the leased lands.
27. Liens and Mortgages. Lessee shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the property, Lessee shall immediately cause the lien to be released. Lessee shall immediately refund to KPB any monies that KPB may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorneys' fees.

For the purpose of interim financing or refinancing of the improvements to be placed upon the leased premises, and for no other purpose, a lessee may, upon written approval of the KPB, encumber by mortgage, deed of trust, assignment or other appropriate instrument, the lessee's interest in the leased premises and in and to the lease, provided said encumbrance pertains only to the leasehold interest.

28. Non-Waiver Provision. The receipt of payment by KPB, regardless of KPB's knowledge of any breach by Lessee, or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of this agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. The receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.
29. Jurisdiction. Any suits filed in connection with the terms and conditions of this Lease, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law.
30. Savings Clause. Should any provision of this Lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this Lease or constitute any cause of action in favor of either party as against the other.
31. Binding Effect. It is agreed that all covenants, terms, and conditions of this agreement shall be binding upon the successors, heirs and assigns of the original parties hereto.

32. Full and Final Agreement. This agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This agreement may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. Lessee avers and warrants that no representations not contained within this agreement have been made with the intention of inducing execution of this agreement.
33. Warranty of Authority. Lessee warrants that the person executing this agreement is authorized to do so on behalf of Soccer Association of Homer.

KENAI PENINSULA BOROUGH

Charlie Pierce, Mayor

Dated:_____

ATTEST:

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Johni Blankenship
Borough Clerk

Sean Kelley
Deputy Borough Attorney

Lessee

Edward Martin Jr.
Dated: _____

Kathleen Martin
Dated: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

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

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021, by Ed Marin Jr, DBA Cozy Inn.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

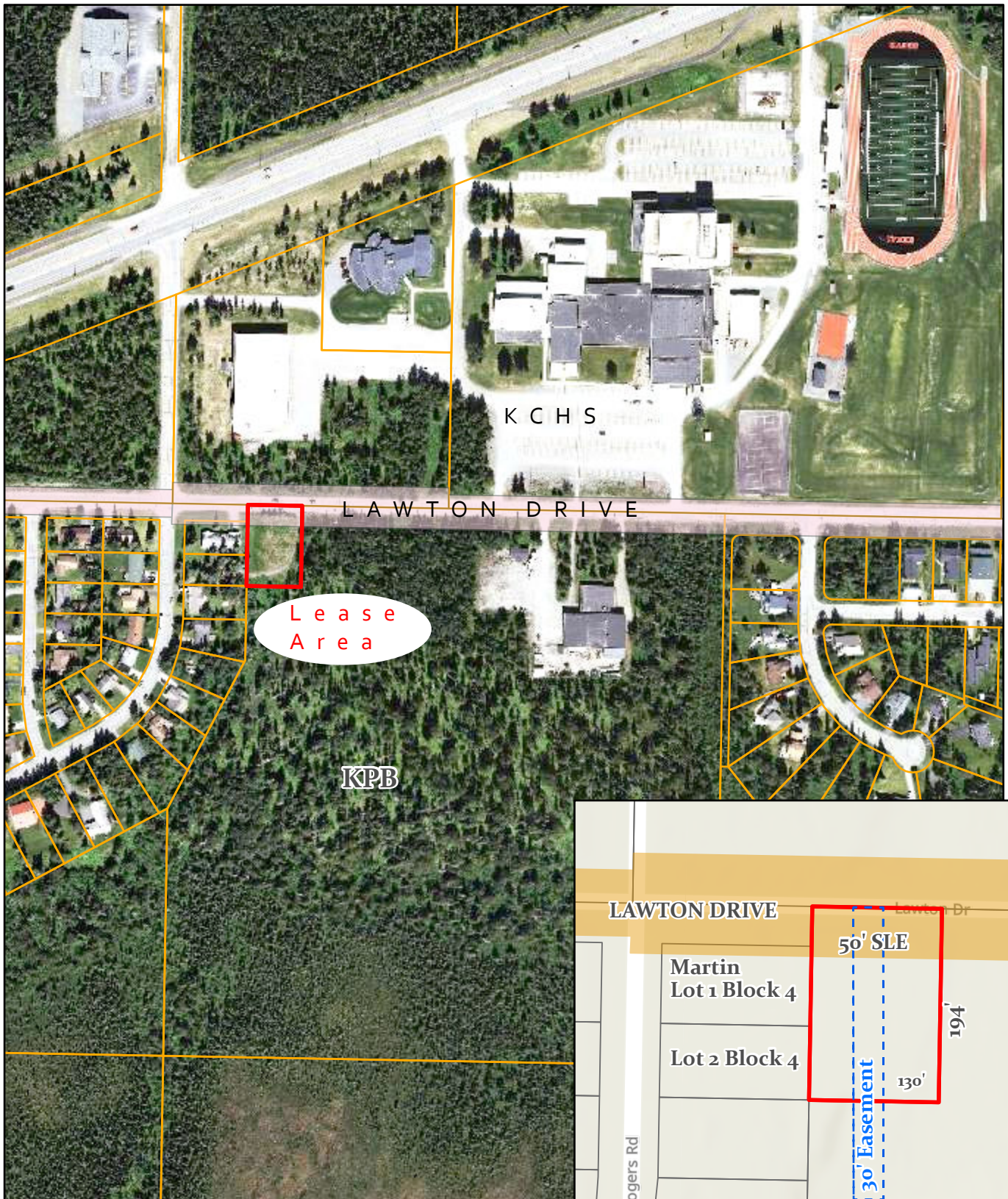
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of
_____ 2021, by Kathleen Martin, DBA Cozy Inn.

Notary Public in and for Alaska

My commission expires: _____

Parking Area Lease 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

ATTACHMENT A DEVELOPMENT PLAN

Kathleen A. Martin

DBA Cozy Inn

Mailing Address: 35555 Kenai Spur Hwy., PMB 471 Soldotna, AK 99669

Physical Address: 702 Lawton Drive Kenai, AK 99611

Email: keeconstructionllc@yahoo.com

Phone: (907)252-8163

July 1, 2021

Julie Denison, Land Management Technician
 Kenai Peninsula Borough
 144 N. Binkley Street
 Soldotna, AK 99669

Re: Letter Dated 6/29/2021 via certified mail 7019 2280 0000 7385 7087
 Application for Land Use Permit and Negotiated Lease
 APN: 04901048

Dear Ms. Denison,

In regards to your letter requesting more information as noted above:

To clarify, the Land Use Permit and Negotiated Lease are both requested for the proposed use of the NW corner of APN 04901048 as parking for student vehicles. Specifically, the students are all adults attending Commercial Drivers License and/or Basic Civil Construction courses.

HOWEVER, they are NOT attending these courses at 35555 Kenai Spur Highway in Soldotna; that is the location of our mail box. They are attending courses held at our 37200 Thomas Street property in Sterling, AK.

Types and quantity of vehicles anticipated is unclear you said; the vehicles will be the students privately owned vehicles (cars, vans, pick-up trucks, SUVs). There can be up to 8 students in each class, so up to a total of 16 (8x2) student vehicles parking on the requested property (Marcus Mueller computes .5 acres) at any one time. Each class last 3 weeks, so the specific vehicles parking on property will change as new classes begin with new students.

Development Plan

USE: Parking of Student owned vehicles as described above.

Nature of Improvements: Clearing, use of existing on-site material or imported gravel to meet requirements & log bumpers.

Estimated value of Improvements: \$5,000.00

The property, APN: 04901048, had been cleared/used in the past by the former owners of Irene's B&B. Some trees have begun to grow in the area again as you would have noticed on your site visit. We would like to mulch some of said trees to provide a flat parking area. A 34' vegetation boarder of second growth can be left within the 50' ROW (we would like to do this if you don't object). The area would be designated as a parking area so that each student can be assigned a specific parking space. The property would be kept clean with regular litter patrols and maintained to keep plant life, like trees, from re-growing in the area we clear. The estimated value of the improvements is \$5,000.00

In your letter you also asked that we not materially interfere with or hinder the City of Kenai's ability to manage storm water. The City of Kenai's storm water line is located underground in this area. We will not be constructing anything onto the site, nor will we be fencing in the site; we are simply asking to park privately owned vehicles on the site. City of Kenai Municipal Code 14.20.250 you provided (4A) states bumper guards should be used where needed; we can use

ATTACHMENT A DEVELOPMENT PLAN

lengths of log that can be rolled/moved out of their way should they need to dig up their line for replacement or maintenance. A durable, well drained and dust free surface can be accomplished with gravel. We have no intention of hindering any City of Kenai employee(s) from access to do his/her/their job(s).

Site Plan Drawing (see Exhibits A, B & C)

Exhibit A – detailed drawing

Exhibit B – smaller in scale to give a clearer view of the property/project as a whole

Exhibit C – Photo taken from KPB map site to show exact location of old entrance/exit used by Irene's B&B.

In your letter you state that the property is located within the City of Kenai and the west half is zoned Rural residential; the east half is zoned Education – please provide me with the documentation. The Kenai Peninsula Borough map site list the property uses as "Institutional." I spoke with Marcus Mueller about this and we both understood this property to be "educational" in use and therefore a good fit as we are intending its use to be for the parking of students' vehicles.

You go on to say the parcel is subject to a 50' wide section line easement along the north boundary.

I have made multiple calls to you for further information/clarification because I need to know where the 50' starts/originates to avoid the totality of it (the photo you provided is too digitalized to see even the roadway clearly and there are no labeled reference points). I understand you may be busy, but without a point of origin a layman can understand, I have to assume it begins at the centerline of Lawton Drive. If this is true, half the width of the road (16'4") plus a 34 foot vegetation buffer will avoid the 50' section line easement.

If I am incorrect as to where the 50' section line easement begins, we can shift the area on the Site Plan Drawing, with your assistance to identify where it actually is, to make it avoid the area.

As you can see on the Site Plan Drawing enclosed, I have drawn out 24 (12'x20') parking spaces in a herringbone pattern. A typical personally owned pick-up truck measures 6.9'x20' – this will allow for plenty of space to open doors without denting/scratching the vehicle that may be in the neighboring spaces. We can keep the design at 24 spaces to allow for future class growth or we can eliminate spaces to avoid the 50' section line easement if necessary. The parking spaces can also be shifted west to east if necessary; we are willing to work with you to accomplish whatever will work.

To clarify that we read and are planning to be consistent with the City of Kenai Municipal Code 14.20.250 Off Street Parking and Loading Requirements:

(a) For commercial development, there shall be provided at the time of construction of any main building or at the time of the alteration, enlargement, or change in use of any main building, permanently maintained off-street parking facilities for the use of occupants, employees, or patrons of such building. It is the joint and several responsibility of the owner and/or occupant of any main building or structure to provide, and thereafter maintain, minimum free off-street parking facilities as required in this section.

We purchased an existing structure built in 1976 that was used as Irene's B&B. We are trying to provide parking as required that the prior owners did not have.

(b) No existing parking area and no parking area provided for the purpose of complying with the provisions of this chapter shall hereafter be relinquished or reduced in any manner below the requirements herein established.

OK.

(1) Site Plan Submission. A site plan showing all parking and loading areas shall accompany all applications for building permits. The plan shall show dimensions of spaces, curb cuts, and other information necessary to determine compliance with the provisions of this chapter. The administrative official shall approve or reject the site plan on the basis of compliance with the requirements of this chapter. No certificate of zoning compliance and building permit shall be issued unless the parking site plan is approved.

We do not need a building permit. A site plan has been included to show the dimensions of spaces. A curb cut is not necessary to utilize the egress from our 436 Rogers Road lot (back yard). A curb cut will be necessary if the Kenai Peninsula Borough is willing to allow us to utilize the old access shown in Exhibit C (marked with blue dot) off of Lawton Drive.

(2) Joint Parking Areas. Where there is more than one (1) use in a single structure or on a site (e.g., doctor, attorney, and retail grocery) or two (2) or more separate instances of the same use, off-street parking requirements shall be the sum of the requirements for the various uses; provided however, that where two (2) or more uses provide a single joint parking area, and their total required spaces totals twenty (20) or more, the minimum requirement will be seventy-five percent (75%) of the sum of the requirements for the various computed separately.

Doesn't apply; no joint parking area.

(3) Location of Parking. Any parking space provided pursuant to this section shall be on the same lot with the main use it serves or on an adjoining lot except that the Commission, by a conditional use permit as specified in this chapter, may allow parking spaces on any lot if it is determined that it is impractical to provide parking on the same or adjoining lot.

Impractical; need 16 spaces. That is why we have applied to lease property from the adjoining lot.

(4) Design Standards.

(A) All parking lots shall be provided with a durable, well-drained, and dust-free surface and shall have appropriate bumper guards where needed;

This can be accomplished with gravel. If the City of Kenai wants us to have bumper guards we can use logs that can be rolled/moved out of their way if they should need to dig up their line for repair/replacement.

(B) Parking areas and front yards as defined in KMC [14.20.320\(b\)](#), which includes the required parking spaces, in commercial use areas shall not be used for storage, repair work or any purpose other than parking, landscaping, signage, or sales displays. A non-conforming use of parking areas and front yards prohibited by this section shall be made to conform to this section within a period of one (1) year after adoption of the ordinance codified in this section. OK.

Exception: Semi-trailers or containers may be parked in these areas for no more than thirty (30) consecutive days to facilitate unloading. Trucking terminals and bona fide construction sites are exempt; N/A No semi-trailers

(C) Any lighting of parking lots shall be arranged to reflect away from public rights-of-way and from any adjoining residential areas; No lighting

(D) Curb cuts shall be located so as to avoid traffic hazards and shall be approved by the administrative official; OK – please let me know if a curb cut at the afore mentioned old entrance/exit point on Exhibit C would be considered a traffic hazard. I don't believe it would be.

(5) Interpretation of Space Requirements. If a use is not specifically mentioned in this section, the administrative official shall determine the most similar use which is specifically mentioned. Parking requirements shall be the same as for that use; OK.

(6) Exception to this Section—Public Parking Lots. Notwithstanding other provisions of this section, when a use is located within three hundred feet (300') of an existing or planned public lots, the off-street parking requirements of this chapter may be met if under the procedures specified in this chapter, the Commission issues a conditional use permit stating that the following conditions have been met: The closest Public Parking lot is the City of Kenai Multipurpose Facility (9775 Kenai Spur Hwy.). It is across Lawton Drive from our property and does not abut our property. I have no idea what types of events they may host, how much "extra" parking area they may have, etc.

(A) The public parking lot exists within reasonable distance of the use, or plans for the public parking lot are sufficiently advanced to give reasonable assurance that the lot will be in use within one (1) year of the time of issuance of the conditional use permit;

(B) The owner and/or occupant of the use in question shall sign a covenant agreeing to join an assessment district to pay for the public parking lot;

(C) The public parking lot has or will have sufficient capacity to accommodate the use in question plus other parking needs of existing and potential uses within a reasonable distance of the lot. The Commission shall use the off-street parking requirement as cited above to estimate the parking spaces needed within a reasonable distance of the lot.

(7) Off-Street Loading. Every building or structure used for business, trade, or industry and normally requiring truck loading or unloading with respect to the use, shall provide space as herein indicated for the loading and unloading of vehicles off the street or public alley. Such space shall have access to a public alley, or, if there is no alley, to a street. Off-street loading and unloading space shall be in addition to and not considered as meeting a part of the requirement for off-street parking space. Off-street loading and unloading space shall not be used or designed, intended, or constructed to be used in a manner to obstruct or interfere with the free use of any street or adjoining property. The minimum off-street loading and unloading space required for specific uses shall be as follows: No off-street loading.

(A) Retail business and service establishments shall provide one off-street loading and unloading space at least ten feet (10') wide and thirty-eight feet (38') long with a fourteen-foot (14') height clearance per building;

(B) Industrial plants shall provide one off-street loading and unloading space for each twenty thousand (20,000) square feet of gross floor area. Each loading space shall be minimum of twelve feet (12') wide and fifty feet (50') long with a fourteen-foot (14') height clearance;

(C) Trucking terminals shall provide one off-street loading and unloading space for every five thousand (5,000) square feet of total floor area used for storage, warehousing, and shipping. Each loading space shall be a minimum of fourteen feet (14') wide and sixty-five feet (65') long with fourteen-foot (14') clearance.

(8) Off-Street Parking Requirements.

DWELLING AND LODGING

MINIMUM NUMBER OF PARKING SPACES REQUIRED

Lodges, rooming/boarding houses, dormitories, bed and breakfast, and other structures containing sleeping rooms other than, or in addition to dwelling units	One (1) per principal dwelling unit and one (1) per guest room or one for every two (2) beds whichever is greater.
Mobile home parks	Two (2) per mobile home.
Motels, hotels and cabin rentals	One (1) per unit plus two (2) spaces.

DWELLING AND LODGING**MINIMUM NUMBER OF PARKING SPACES REQUIRED**

Multiple-family dwellings, retirement homes and other places containing multiple dwelling units	One (1) per efficiency unit; and two (2) per other units.
Single-family dwellings, two-family dwellings and child care homes	Two (2) per dwelling units.

Development & Construction Timetable

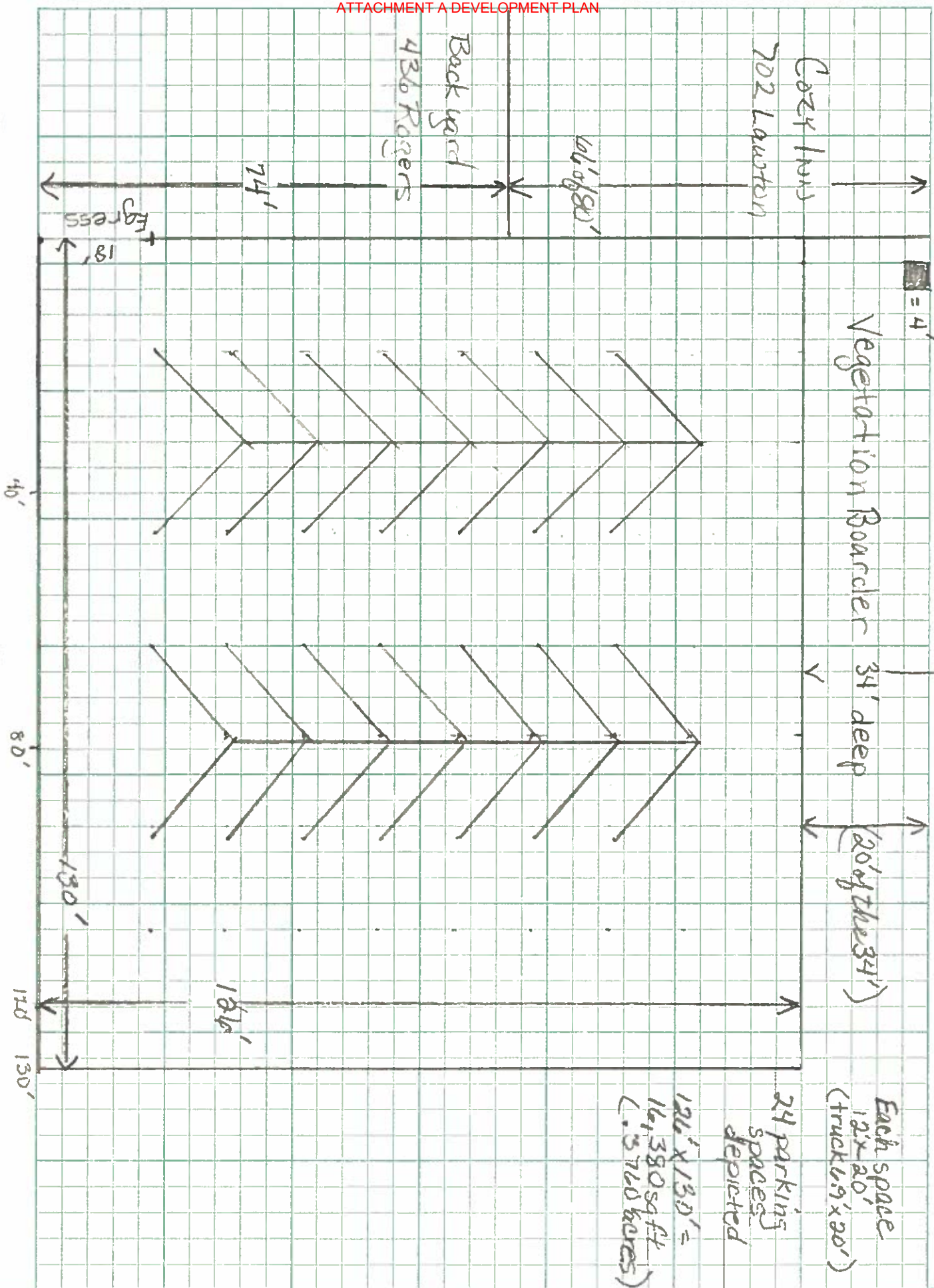
The 2 storage buildings you mentioned as in trespass have been moved; they were placed there by the prior owners apx. 21 years ago. We had our 2 lots surveyed so we could be assured that we moved them completely onto our property. See photo below. We are ready for your site visit.

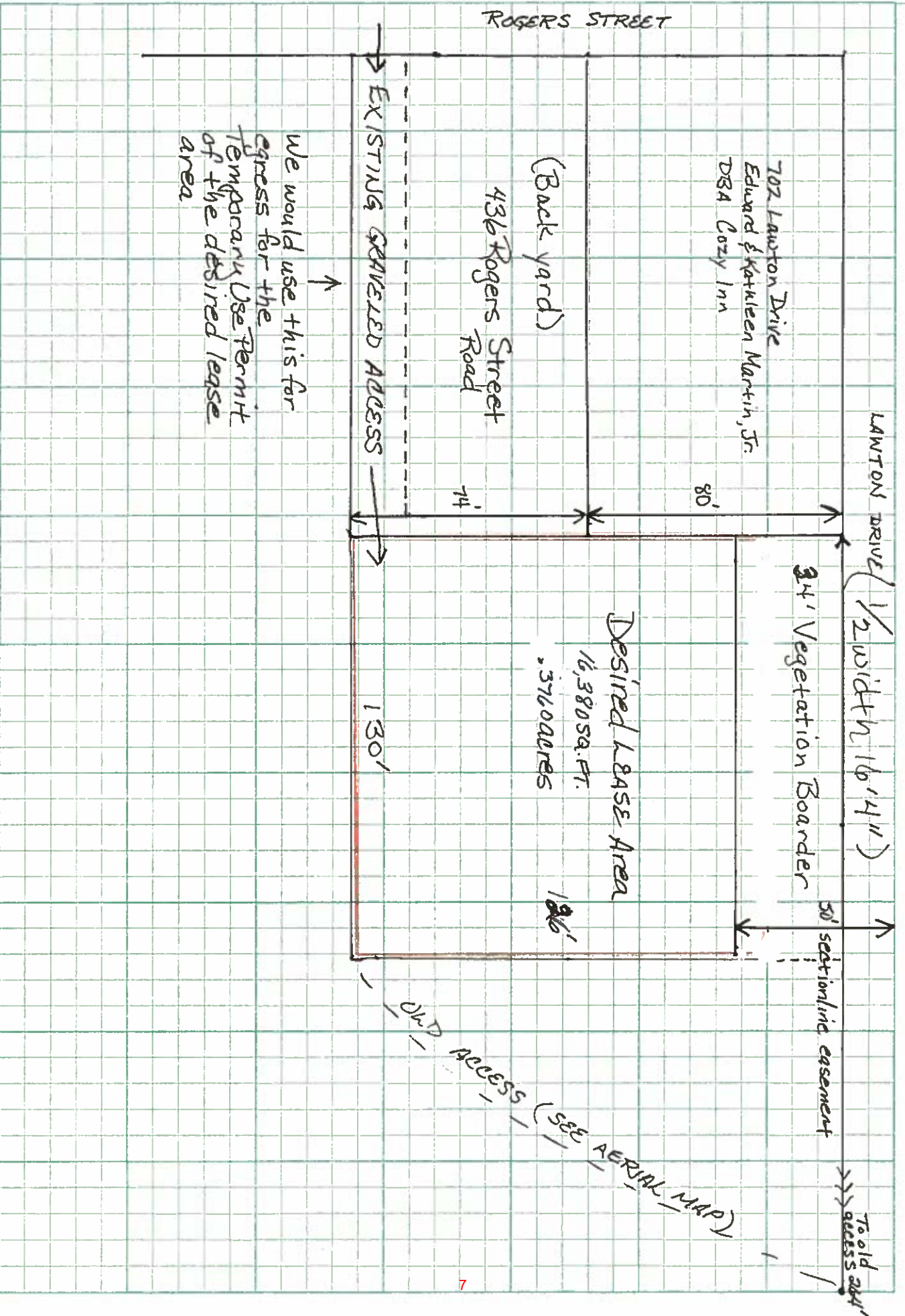


Sincerely,

Kathleen A. Martin
 Kathleen A. Martin, Owner
 (907)252-8163
 7/12/2021

6







Geographic Information Systems

144 North Binkley Street, Soldotna, Alaska 99669

ATTACHMENT A DEVELOPMENT PLAN

Temp. Use Perm. & Lease App 04901046

320



Legend

- Mileposts
- City Limits
- Highways
- Major Roads
- Roads
 - Town Medium Volume
 - Town Low/Seasonal; Other
 - Proposed
- Parcels
- Image
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

Exhibit C

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. It is not to be used for navigation.

Notes

Map of 702 Lawton Drive, 436 Rogers Road and 750 Lawton Drive

DATE PRINTED: 7/6/2021



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



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.

[Handwritten initials]

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.

[Handwritten initials]

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.

[Handwritten initials]

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.

[Handwritten signature of Toby Foster]
Signature of licensee

Toby Foster

Printed name of licensee



[Handwritten signature of Notary Public]
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.

RA

I certify that I am not currently on felony probation or felony parole.

RA

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

RA

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.

RA

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.

RA

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.

RA

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).

RA

I certify that my proposed premises is not located in a liquor licensed premises.

RA

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.

RA

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.

RA

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.

RA



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



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.

[Handwritten initials]

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.

[Handwritten initials]

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.

[Handwritten initials]

All marijuana establishment license applicants:

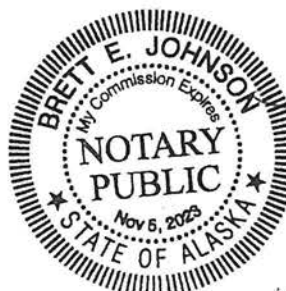
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

[Handwritten signature of John Cox]

Signature of licensee

John Cox

Printed name of licensee



[Handwritten signature of Brett E. Johnson]
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.

JCF

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.

JCF

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:

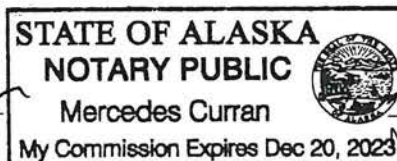
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

JCF

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: 12/20/2023

Subscribed 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.

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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.

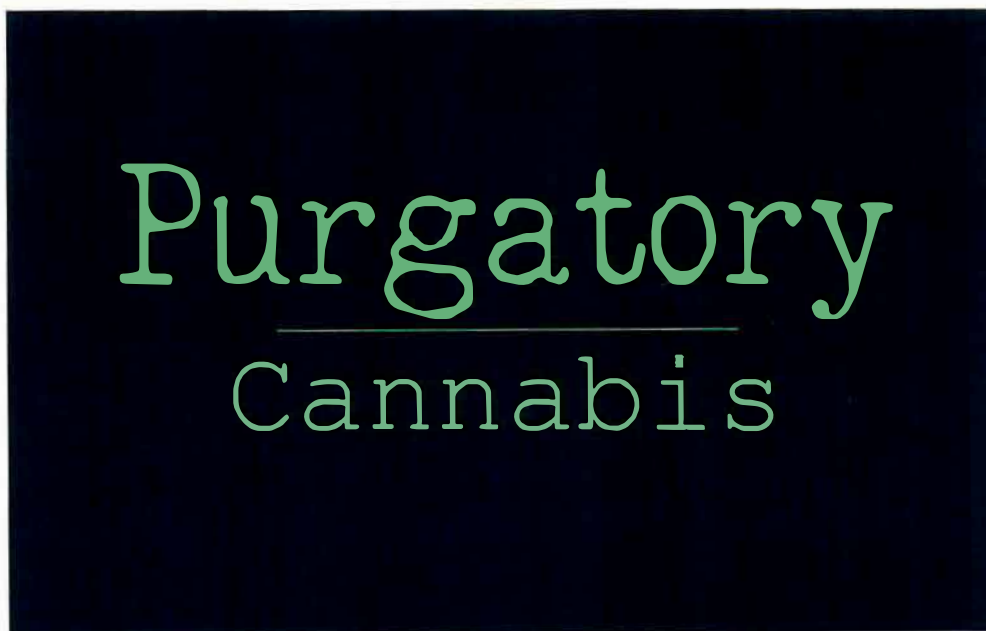


Form MJ-01: Marijuana Establishment Operating Plan

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.

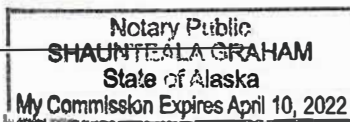


I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

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.



Form MJ-01: Marijuana Establishment Operating Plan

(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

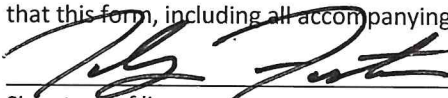
The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

The following additional details must be included in Diagram 5:

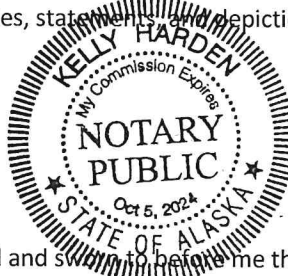
- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference


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

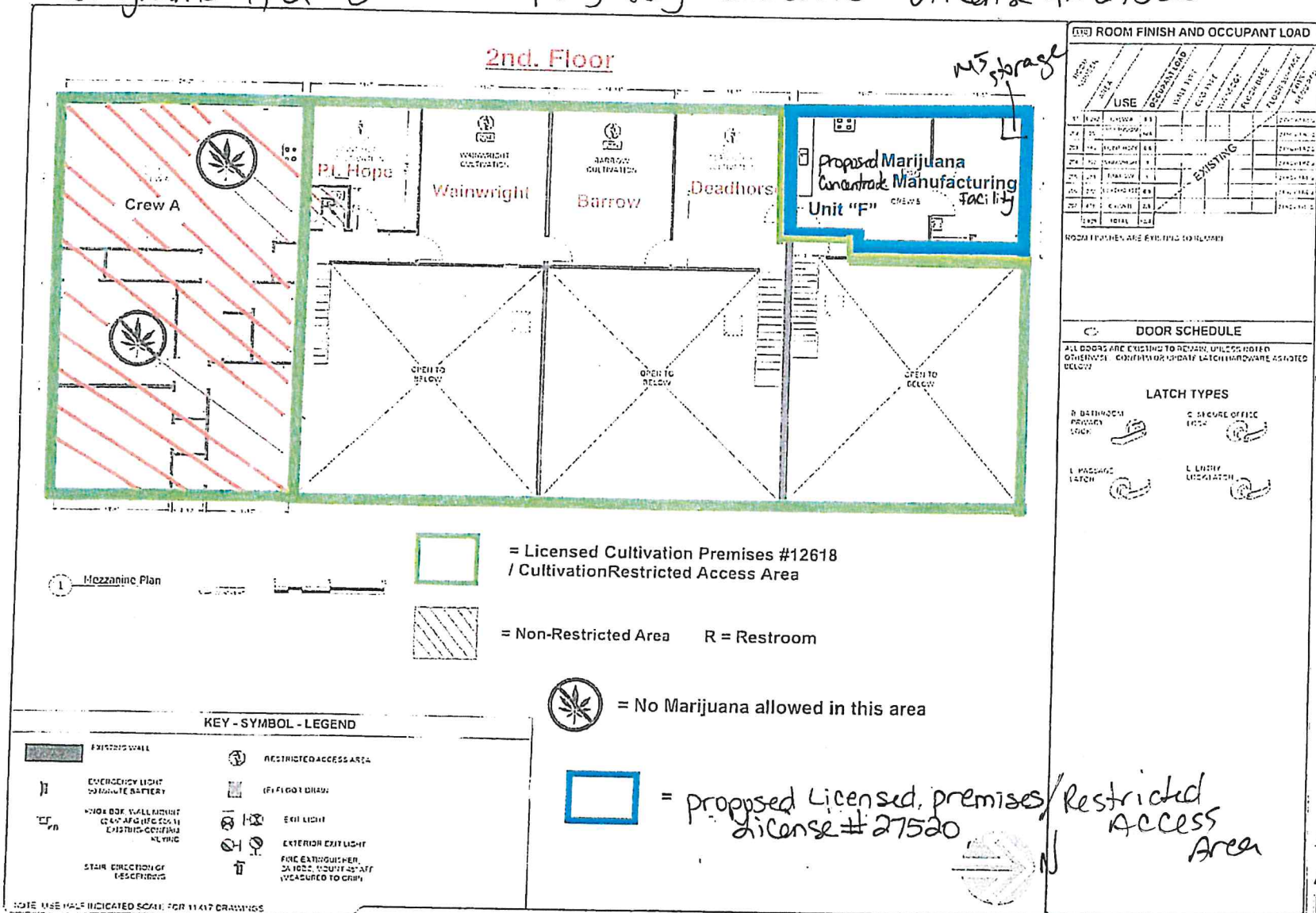
My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 2020.

AFTER

Diagrams 1, 2+5

Purgatory Cannabis License # 27520



Purgatory Cannabis
 License # 27520
 ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99511

A-03

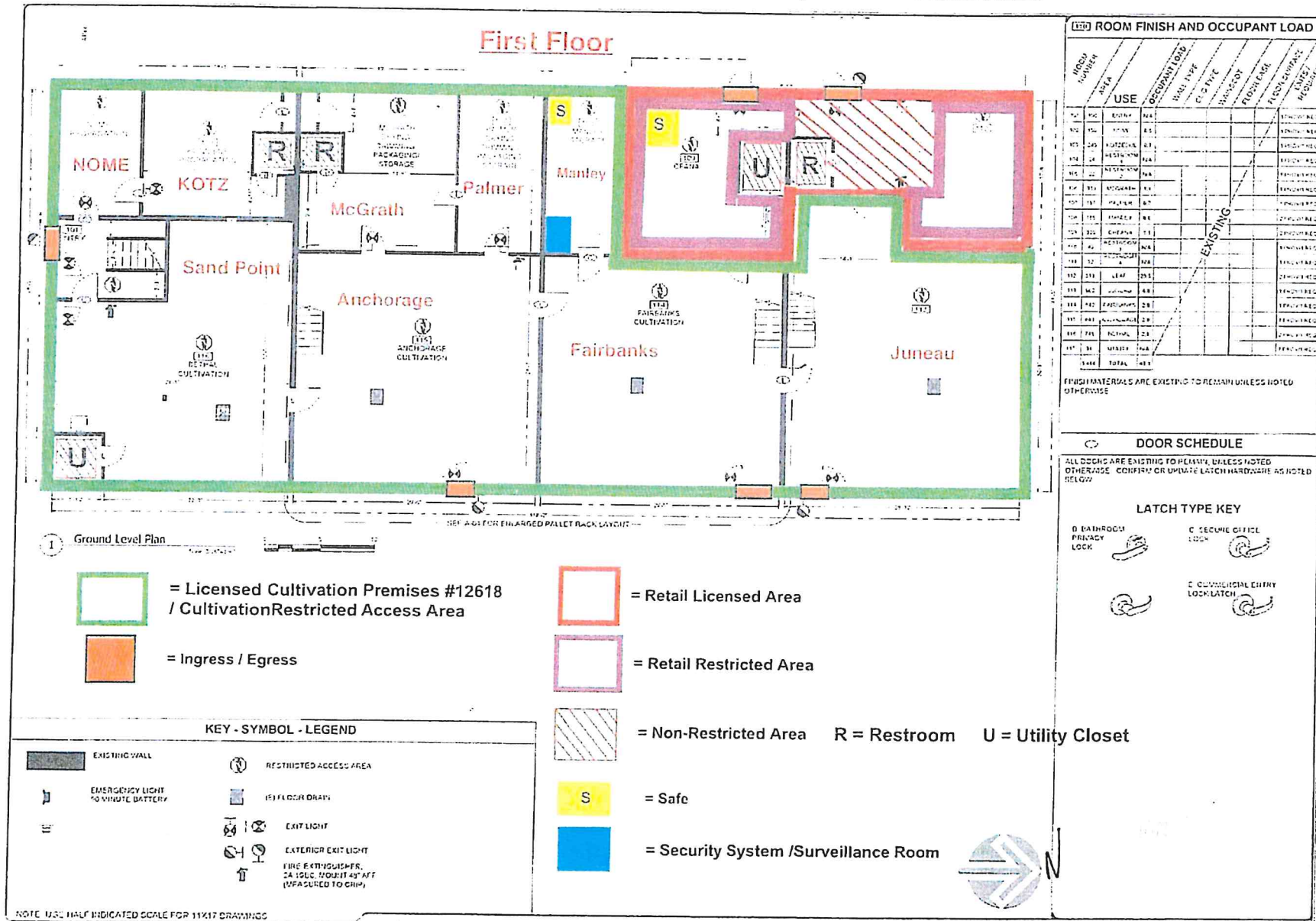
Diagrams 1.1, 2.1 + S.1 AFTER - NO CHANGES FIRST FLOOR

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HempCo, LLC.
DBA. Alaska Cannabis Company
Standard Marijuana Cultivation License #12618

Purgatory Cannabis
License #27500

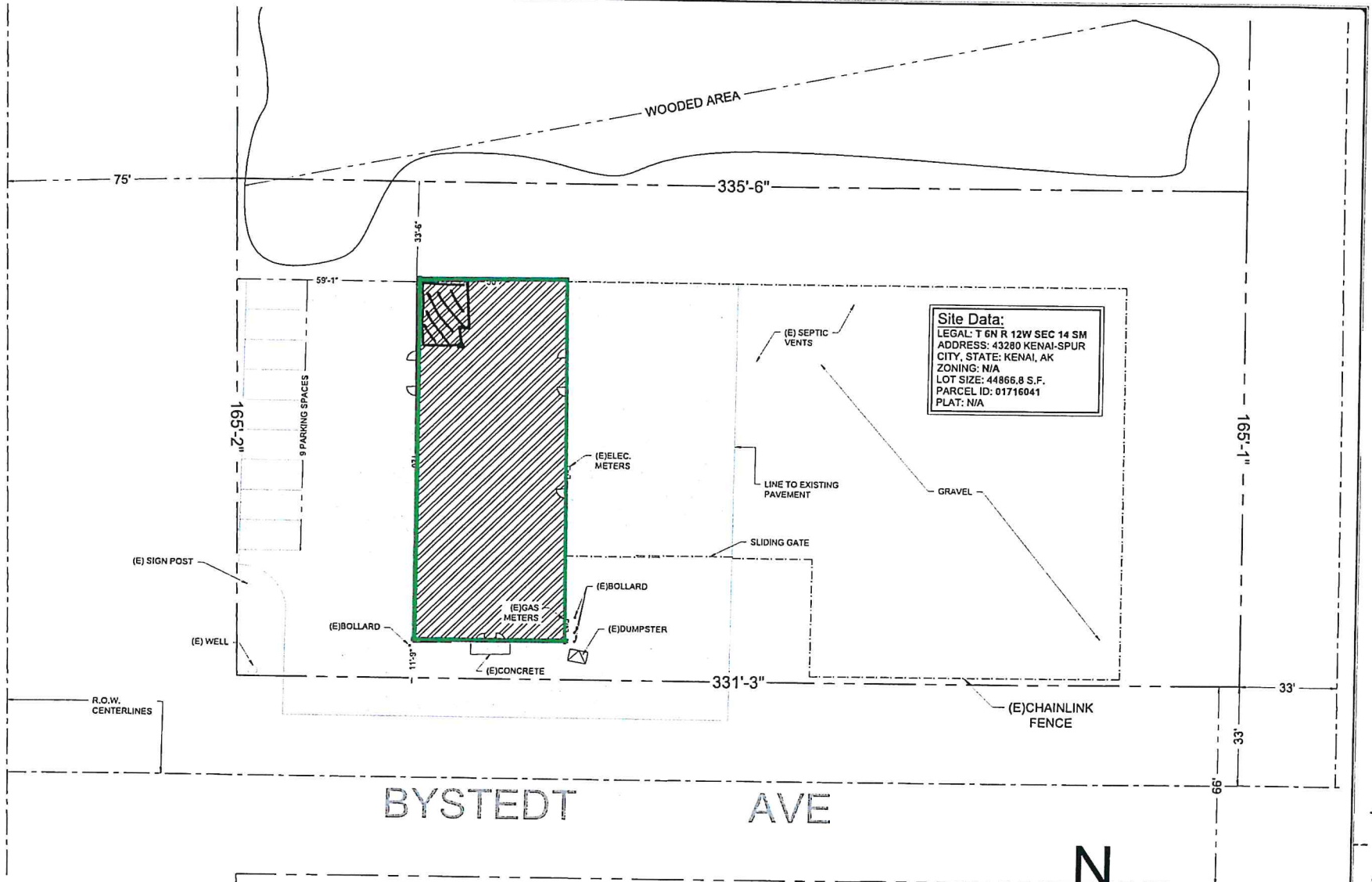
Seeds & Stems, LLC.
DBA. Alaska Cannabis Company
Marijuana Retail License #18929



Purgatory Cannabis
License #27500
ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

Diagram 3

KENAI SPUR HWY



1 Parking Facility Layout, Circulation, & Design Plan
 Scale: 1/32"=1'-0"



- proposed licensed facility
 # 27520 / right to possession



NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

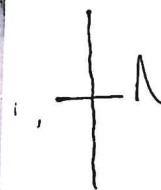
PROJECT TITLE
 Purgatory Cannabis #27520
 ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

SHEET NUMBER
 SD-1



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: 10/26/2020

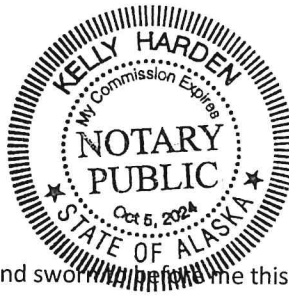
End Date: 11/05/2020


Other 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 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.



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

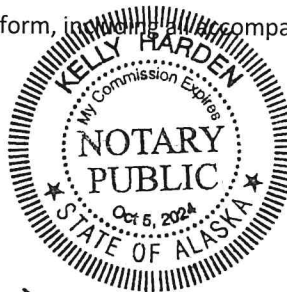
Name/Title of LG Official 1: Johni Blankenship/Borough Clerk Name/Title of LG Official 2: _____

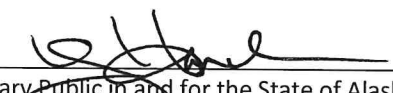
Community Council: N/A Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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.

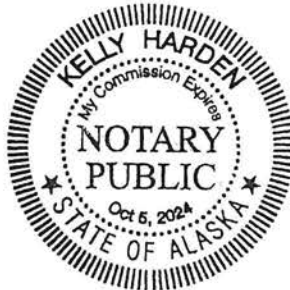
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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.



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

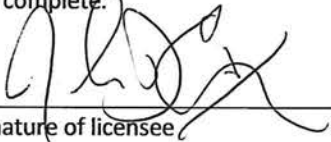
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

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

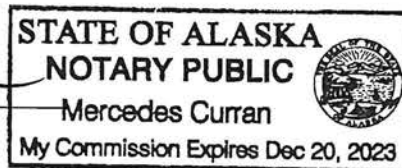
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

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

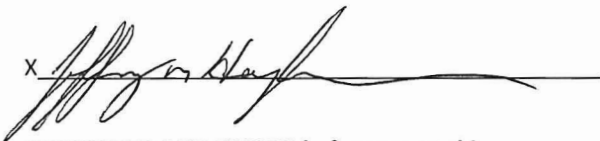
UNITED STATES OF AMERICA,
STATE OF ALASKA

} 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.

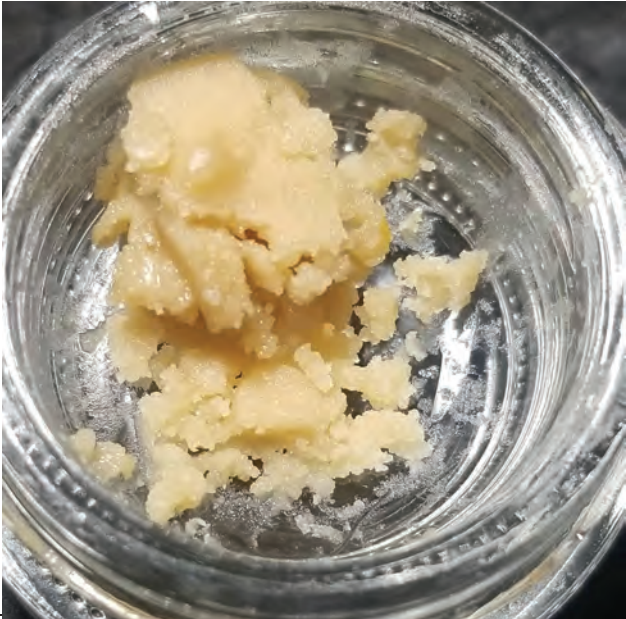
Product Name:	Bubble Melt
Product Type:	Marijuana Concentrate
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, 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> <p>Produced By: Purgatory Cannabis</p> <p>License Number: 27520</p> <p>Product Name: Bubble Melt</p> <p>Batch/Lot Number: Gross Weight:</p> <p>Best By Date: Packaging Date:</p> <p>Tested By: License Number:</p> <p>Total THC: THCA: CBD: CBDA: CBN:</p> <p>Microbial Test: Pesticides: Herbicides:</p> <p>Fungicides:</p> <p>Residual Solvent Test: Contaminants Test Result:</p> <p>Retailer: License Number:</p> </div> <div> <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.			



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><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>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: 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:	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:																																												
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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:	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.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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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:	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</p> <p>License Number: 27520</p> <p>Product Name: Budder Strain:</p> <p>Batch/Lot Number: Gross Weight: Net MJ Weight: <u>OZ(</u> g)</p> <p>Best By Date: Packaging Date:</p> <p>Tested By: License Number:</p> <p>Total THC: THCA: CBD: CBDA: CBN:</p> <p>Microbial Test: Pesticides: Herbicides:</p> <p>Fungicides:</p> <p>Residual Solvent Test: Contaminants Test Result:</p> <p>Retailer: License Number:</p> <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:	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><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.
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Ingredients:	
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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.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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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 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 Buds</td><td>Strain:</td></tr><tr><td>Batch/Lot Number:</td><td>Gross Weight:</td><td>Net MJ Weight: <u> </u> OZ(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, 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:	Gross Weight:	Net MJ Weight: <u> </u> OZ(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 Buds		Strain:																																
Batch/Lot Number:	Gross Weight:	Net MJ Weight: <u> </u> OZ(g)																																
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Residual Solvent Test:	Contaminants Test Result:																																	
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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.
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Ingredients:	
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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.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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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:																																
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Tested By:	License Number:																																	
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Microbial Test:	Pesticides:	Herbicides:																																
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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">Net MJ Weight: <u> OZ(g) </u></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:	Net MJ Weight: <u> OZ(g) </u>		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:																												
Net MJ Weight: <u> OZ(g) </u>																													
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.
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Ingredients:	
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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.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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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.	<p>Produced By: Purgatory Cannabis SMOKABLE License Number: 27520 Product Name: Diamonds Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: <u>OZ(g)</u> 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, <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. *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:	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.			



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, Metrc 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> <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: Distillate Oil</div><div>Batch/Lot Number:</div><div>Gross Weight:</div><div>Best By Date:</div><div>Tested By:</div><div>Total THC:</div><div>THCA:</div><div>CBD:</div><div>CBDA:</div><div>CBN:</div><div>Microbial Test:</div><div>Fungicides:</div><div>Residual Solvent Test:</div><div>Retailer:</div><div>License Number:</div></div> <div><div>SMOKABLE</div><div>Strain:</div><div>Net MJ Weight: <u> OZ </u> g)</div><div>Pesticides:</div><div>Herbicides:</div><div>Contaminants Test Result:</div></div> <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>



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>Total THC:</td><td>License Number:</td></tr><tr><td>THCA:</td><td>CBD:</td></tr><tr><td>Microbial Test:</td><td>CBDA:</td></tr><tr><td>Fungicides:</td><td>CBN:</td></tr><tr><td>Residual Solvent Test:</td><td>Pesticides:</td></tr><tr><td>Contaminants Test Result:</td><td>Herbicides:</td></tr><tr><td>Retailer:</td><td></td></tr><tr><td>License Number:</td><td></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:	Total THC:	License Number:	THCA:	CBD:	Microbial Test:	CBDA:	Fungicides:	CBN:	Residual Solvent Test:	Pesticides:	Contaminants Test Result:	Herbicides:	Retailer:		License Number:	
Produced By: Purgatory Cannabis	SMOKABLE																												
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Retailer:																													
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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><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:	
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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><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:	
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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																																											
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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.
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Ingredients:	
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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.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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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><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: Kief</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: 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:	
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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> 																																	
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Microbial Test:		Pesticides: Herbicides:																																
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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 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: Live 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>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: Live 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:	Fungicides:	Pesticides: Herbicides:	Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																													
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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 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: 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																																
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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																																											
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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 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: Shatter</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: 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:	Microbial Test:	Pesticides:	Herbicides:	Fungicides:			Residual Solvent Test:	Contaminants Test Result:		Retailer:	License Number:	
Produced By: Purgatory Cannabis		SMOKABLE																																
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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.
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Ingredients:	
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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.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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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 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: Sugar Wax</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>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>OZ(</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:	
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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.
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Ingredients:	
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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.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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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

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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

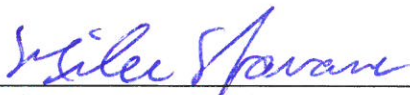
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LESSOR AND LESSEE, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

- 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.

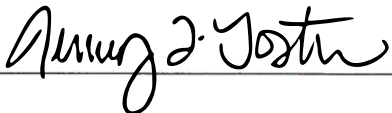
Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

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](#)

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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	

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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

Articles of Organization

Domestic Limited Liability Company

Web-10/23/2019 12:53:38 PM

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.

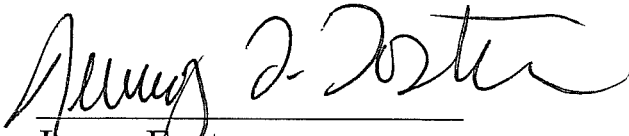
**OPERATING AGREEMENT OF
LEAF & LARF, LLC**

Signed on the respective dates set forth below, to be effective as of the Effective Date.



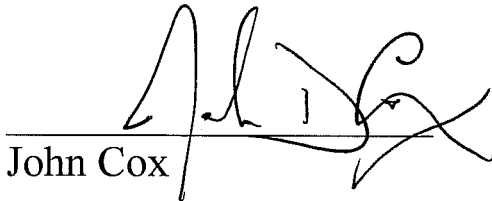
Toby Foster

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

Permit ID(s)

Establishment Name(s)

Purgatory Cannabis

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. <input type="checkbox"/> Reduced Oxygen Packaging <input type="checkbox"/> Smoking <input type="checkbox"/> Other: <input type="checkbox"/> Low Acid Canned Foods <input type="checkbox"/> Curing <input type="checkbox"/> Shelf Stable Acidified Foods <input type="checkbox"/> Dehydrating		

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

12/15/20

Applicant's Printed Name

Toby Foster

Title Manager/Member

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: Wednesday, July 14, 2021

RE: Purgatory Cannabis – Marijuana Concentrate Manufacturing Facility –
New License 27520

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 Purgatory Cannabis 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 July 12, 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 Marijuana Concentrate Manufacturing Facility license as requested by **Purgatory Cannabis** 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: Charlie Pierce, Borough Mayor

FROM: Melanie Aeschliman, Planning Director 

DATE: July 14, 2021

RE: Application for a New Marijuana Cultivation Facility License. Applicant: Leaf & Larf, LLC., dba Purgatory Cannabis; Landowner: Zan Inc.; Parcel ID#: 017-160-41; Location: 43280 Kenai Spur Hwy., Kenai, AK 99611

The Kenai Peninsula Borough Planning Commission reviewed the subject application during their regularly scheduled July 12, 2021 meeting.

A motion to recommend approval of the. Marijuana cultivation facility license application passed by unanimous vote (10-Yes, 0-No, 1-Absent) subject to the following conditions:

1. The marijuana establishment shall conduct their operations 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).

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

July, 12, 2021 Planning Commission Draft Meeting Minutes

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.

END OF STAFF REPORT

Chair Martin opened the meeting for public comment. Hearing no one wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Ruffner moved, seconded by Commissioner Morgan to forward to the Assembly a recommendation to adopt Ordinance 2021-27 authorizing a WISP tower and ground lease agreement at certain locations with SPITWSPOTS Inc.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
Absent	Gillham				

AGENDA ITEM E. NEW BUSINESS

8. Marijuana Concentrate Manufacturing Facility License

Applicant: Leaf & Larf, LLC dba Purgatory Cannabis

Landowner: Zan Inc.

Parcel ID#: 017-160-41

Location: 43280 Kenai Spur Hwy., Kenai, AK 99611

Legal Description: T 6N R 12W SEC 14 SEWARD MERIDIAN KN PORTION OF GOVT LOT 106 LYING EAST OF NORTH KENAI RD

Staff report given by Bryan Taylor.

Mr. Taylor noted that Commissioner Ecklund has asked for additional information on State licensing requirements and he shared the following information:

AS 17.38 – Regulation of Marijuana

AS 17.38 was passed by citizen's initiative on the November 4, 2014 ballot. The initiative directed the Marijuana Control Board (created by the Alaska Legislature by a bill signed in May, 2015) to adopt regulations governing commercial marijuana establishments and then regulate the newly formed industry. The Marijuana Control Board adopted regulations in 3 AAC 306 at the end of 2015, and those regulations became effective February 21, 2016.

3 AAC 306

Regulation of Marijuana Industry

-Selected Requirements Relevant to Local Government Review-

Licenses (3 AAC 306.305-110)

- Types of marijuana establishments: retail store, cultivation facility, product manufacturing facility, testing facility.
- AMCO Board will NOT issue any license if
 - premises is located within **500ft** of school ground, a recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility.
 - Premises is within a liquor license premises.
 - Local government prohibits on grounds that local ordinance prohibits MJ establishment.

- Application for license must include an **Operating Plan** that includes plans for security; inventory tracking of all MJ and MJ products; employee qualification and training; waste disposal; transportation and delivery of MJ and MJ products; signage and advertising. Board may application if the operating plan does not adequately demonstrate applicant will comply with regulations.
- Within 60 days of notice of an application, a local government may offer protest or conditional protest.
 - If the Board imposes a condition that a local government recommends, the local government shall assume responsibility for monitoring compliance with the condition unless the Board approves otherwise.
 - The Board may hold a public hearing of its own initiative or in response to protest to ascertain the reaction of the public or local government to an application.

Operating Requirements for all Marijuana Establishments (3 AAC 306.700-770)

- Handler Permit: Each employee must take a basic education course to receive a handler permit good for three years.
- Operations: Must operate in accordance with the operating plan approved by the Board.
- Licensed Premise: Each license is issued for a specific premises. Premises for two MJ licenses may overlap with regard to office, employee breakroom, bathroom, non-MJ storage rooms.
- Restricted Access: Access must be restricted to any area where a marijuana product is grown, processed, tested, stored, or stocked.
- Security Systems: Must have ID badges for employees; security lighting, alarms; continuous video monitoring.
- Video Surveillance: must have continuous video surveillance and keep records for a minimum of 40 days.
- Inspections: Premises must be available to inspection upon request from director, employee or agent of Board, or officer enforcing this chapter.
- Inventory Tracking: Must use an inventory tracking system capable of sharing information with the Board's tracking system.
- Health and Safety Standards: Marijuana establishment is subject to inspection by local fire department, building inspector, or code enforcement officer *to confirm that health and safety concerns are not present*.
- Waste Disposal: Marijuana waste must be rendered unusable before it leaves the MJ establishment.
- Standardized Scales: MJ establishment shall use scales in compliance with state Weights and Measures Act (AS 45.75.080).
- Transportation: All transport of MJ or MJ products must be tracked in inventory system.
- Signs, Merchandise, Advertisements, Promotions: Not more than three signs visible to the general public from ROW. Two of three must be placed in window or attached to exterior of premises. Each sign must not exceed 4,800 square inches (roughly 5'X6').

Marijuana Product Manufacturing Facilities (3 AAC 306.500-570)

- Must demonstrate establishment will operate in compliance with local ordinances.
- Must apply for a food safety permit from the ADEC
- Operating plan must include: equipment and solvents, gases, chemicals, and processes used to create concentrates; list of each product that will be processed in premises; packaging to be used for each product type; sample labels for products; plan for waste disposal.
- Each product to be manufactured must receive approval.
- Laboratory testing of random samples of products is required.
- Potency limits may not exceed five milligrams of active tetrahydrocannabinol (THC) per serving and not more than 10 serving per packaged unit for consumption.
- Labeling and packaging requirement including not targeting individuals under 21 years of age.

Purgatory Cannabis application background information: On October 26, 2020, the borough received notification from the Alcohol and Marijuana Control Office (AMCO) that the applicant had initiated the application to the state for a Marijuana Concentrate Manufacturing Facility license. On October 29, 2020, the applicant supplied the borough with a signed acknowledgement form and a site plan of the proposed

manufacturing facility on the above-described parcel. The AMCO notified the borough that the application was complete on June 4, 2021. Staff has reviewed the completed license that has been submitted to the state and the site plan submitted to the borough and has found the following concerning the standards contained in KPB 7.30.020:

1. The Borough finance department has been notified of the complete application and they report that the applicant is in compliance with the borough tax regulations.
2. Borough planning department staff has evaluated the application and has determined that the proposed facility will be located greater than 1,000 feet from any school.
3. Borough planning department staff has evaluated the application and has determined that the proposed facility will be located greater than 500 feet from all recreation or youth centers, and all buildings in which religious services are regularly conducted, and all correctional facilities.
4. The proposed facility is not located within a local option zoning district.
5. The proposed facility is located where there is sufficient ingress and egress for traffic to the parcel.
 - The site plan indicates that the approach is or will be constructed to a minimum width of 24 feet where it accesses the right-of-way.
 - The signed acknowledgement form indicates that there will not be any parking in borough rights-of-way.
 - The site plan indicates a clear route for delivery vehicles which allows vehicles to turn safely.
 - On-site parking and loading areas are designated at a location that would preclude vehicles from backing out into the roadway.
6. The signed acknowledgement form indicates that the proposed facility will 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.

KPB 7.30.020(E) allows the recommendation of additional conditions on a license to meet the following standards:

- protection against damage to adjacent properties,
- protection against offsite odors,
- protection against noise,
- protection against visual impacts,
- protection against road damage,
- protection against criminal activity, and
- protection of public safety.

The Alaska Marijuana Control Board will impose a condition that a local government recommends unless the board finds the recommended condition is arbitrary, capricious, and unreasonable (3 ACC 306.060b). If the Planning Commission recommends additional conditions, additional findings must be adopted to support the conditions.

PUBLIC NOTICE: Notice of the application was mailed on June 23, 2021, to the 19 landowners of the parcels within 300 feet of the subject parcel. Public notice of the hearing on the application was published in the July 1, 2021 & July 8, 2021 issues of the Peninsula Clarion.

STAFF RECOMMENDATION

Staff recommends that the planning commission forward this application to the assembly with the findings contained in this staff report and 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).

END OF STAFF REPORT

Chair Martin opened the meeting for public comment. Hearing no one wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Ruffner moved, seconded by Commissioner Venuti to forward to the Assembly the application for a marijuana cultivation facility license for Leaf & Larf, LLC., dba Purgatory Cannabis with staff's findings and recommending the three conditions be placed on the state license.

Commissioner Fikes noted there have been an increase in new marijuana businesses like this in the area. She asked staff if there is any way to gather information on the health effects of edible marijuana products. Mr. Taylor replied he could not answer that but he could contact AMCO and see if they have any data on this topic.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
Absent	Gillham				

AGENDA ITEM E NEW BUSINESS

- 9. Conditional Land Use Permit Modification; PC Resolution 2021-26**
Applicant: Cook Inlet Region Inc. / Land Owner: Cook Inlet Region
Parcel ID#: 06508118
Sterling Area

Staff report given by Bryan Taylor.

GENERAL OVERVIEW: On June 22, 2021, the applicant submitted payment and a modification application for a material site. The applicant wishes to modify the existing conditional land use permit for material extraction on the above property, approved by the planning commission on March 27, 2017, and extended on May 4, 2021. The modification is to expand the permitted extraction area by approximately 61 acres as shown on the site plan submitted with the application. The application states that the expanded area is to support an Alaska Department of Transportation improvement project for the Sterling Highway. A copy of the application is included as **Attachment A**. Vicinity, aerial, topography, land use and ownership maps are included here as **Attachments B – F**.

KPB 21.29.030(A) REQUIRED APPLICATION ITEMS

- 1) Location of modification:** The applicant seeks to excavate and an additional area of approximately 61 acres in an area bounded by the Sterling Highway to the north, Kenai Keys Road to the east, Deniigi Way to the south, and Tikahtnu Road to the west (see Attachment A).
- 2) Lifespan:** The original permit application stated an expected lifespan of 15 years. No change is proposed.
- 3) Buffers:** In addition to buffers in the original permit, the proposed 61-acre expansion area would be buffered on all sides by 50 feet of natural vegetation and 6-foot earthen berms.
- 4) Reclamation:** No modification to the reclamation plan is proposed. The original application indicated that 5-25 acres would be reclaimed each year before the end of September using a loader.



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.

Purgatory Cannabis license # 27520

1000 E. 1st St.

Proposed Marijuana Concentrate Manufacturing Unit "F" CREWS 1000

Deadhorns 252 DEADHORNS CULTIVATION

Barrow 252 BARROW CULTIVATION

Mainwright 252 MAINWRIGHT CULTIVATION

PL. HOPE

Crew A

OPEN TO BELOW

OPEN TO BELOW

OPEN TO BELOW

EXISTING WALL

EMERGENCY LIGHT
IMMEDIATE BATTERY

WALL BOX WALL MOUNT
Q 60-ALC JET 55011
EXTRIMOD CONFINA
ALUMINO

STAR DIRECTION OF
DESIGNING

RESTRICTED ACCESS AREA

(FLOOD LIGHT)

EXIT LIGHT

EXTRIMOD EXTLIGHT
FIRE EXTINGUISHER
2A1002 "MOUNT 40" 2A1002 "MOUNT 40" 2A1002 "MOUNT 40"

 = No Marijuana allowed in this area

= Proposed Licensed Premises
License # 27520

[10] ROOM FINISH AND OCCUPANT LOAD									
ROOM NUMBER	AREA	USE	OCCUPANT LOAD	WALL TYPE	C/G TYPE	WANDCOAT	FLOOR BASE	FLOOR SURFACE (FINISH REQUIRED)	
21	242	OFFICE	43					SPONGE FILL	
22	25	RESTROOM	5					SPONGE FILL	
23	96	RECEPTION	18					SPONGE FILL	
24	22	WASHROOM	4					SPONGE FILL	
25	24	RECEPTION	4					SPONGE FILL	
26	21	RECEPTION	4					SPONGE FILL	
27	47	RECEPTION	8					SPONGE FILL	
28	47	RECEPTION	8					SPONGE FILL	
29	47	RECEPTION	8					SPONGE FILL	
30	47	RECEPTION	8					SPONGE FILL	
31	47	RECEPTION	8					SPONGE FILL	
32	47	RECEPTION	8					SPONGE FILL	
33	47	RECEPTION	8					SPONGE FILL	
34	47	RECEPTION	8					SPONGE FILL	
35	47	RECEPTION	8					SPONGE FILL	
36	47	RECEPTION	8					SPONGE FILL	
37	47	RECEPTION	8					SPONGE FILL	
38	47	RECEPTION	8					SPONGE FILL	
39	47	RECEPTION	8					SPONGE FILL	
40	47	RECEPTION	8					SPONGE FILL	
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42	47	RECEPTION	8					SPONGE FILL	
43	47	RECEPTION	8					SPONGE FILL	
44	47	RECEPTION	8					SPONGE FILL	
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47	47	RECEPTION	8					SPONGE FILL	
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96	47	RECEPTION	8					SPONGE FILL	
97	47	RECEPTION	8					SPONGE FILL	
98	47	RECEPTION	8					SPONGE FILL	
99	47	RECEPTION	8					SPONGE FILL	
100	47	RECEPTION	8					SPONGE FILL	
TOTAL	124								

EXISTING

ROOM FINISHES ARE EXISTING TO REMAIN

OTHERWISE, CONFIRM OR UPDATE LATCH HARDWARE AS NOTED BELOW

**B BATHROOM
PRIVACY
LOCK**

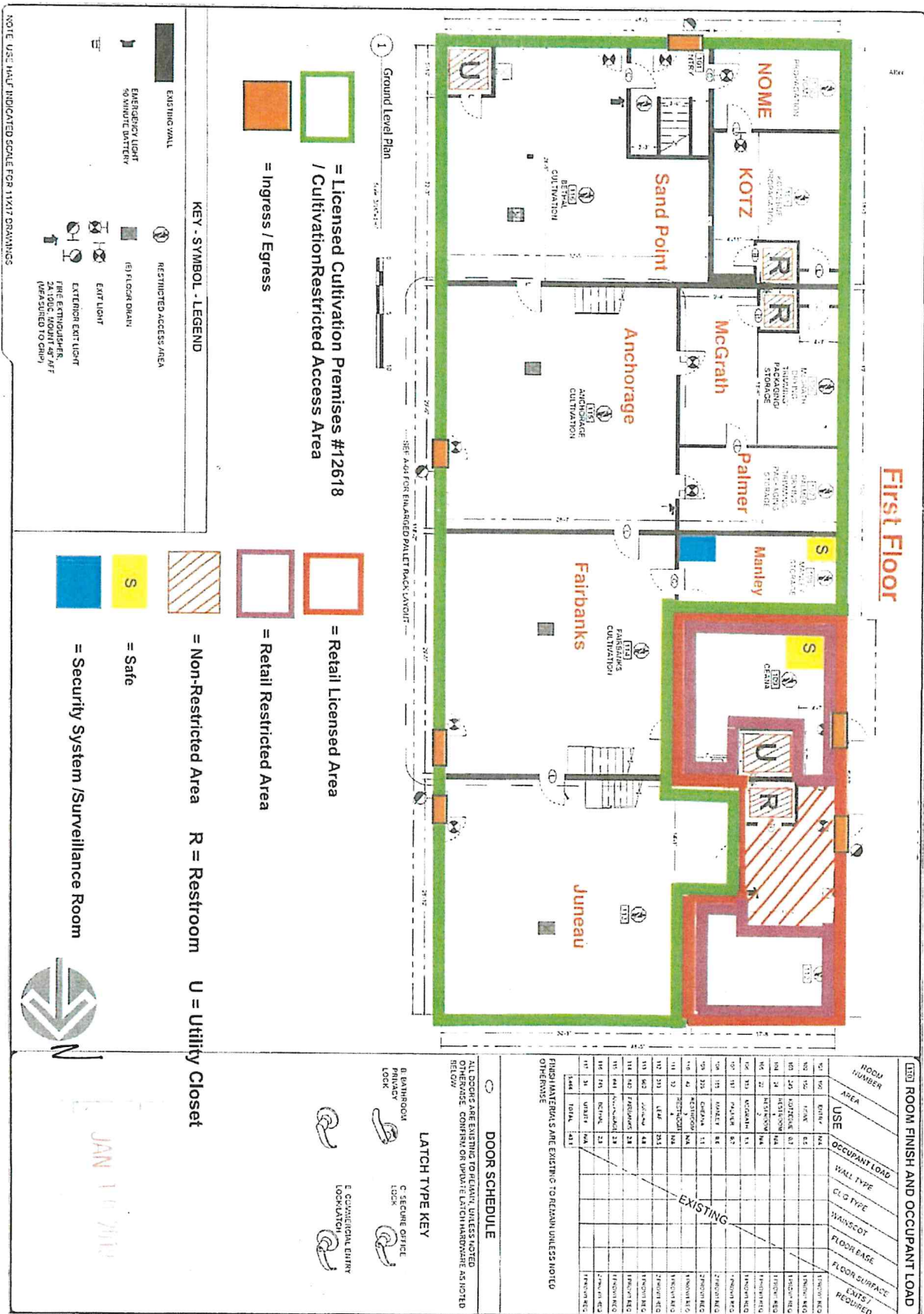
**C SECURE OFFICE
LOCK**

ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

Diagrams 1.1, 2.1 & 5.1 AFTER - NO CHANGES FIRST FLOOR

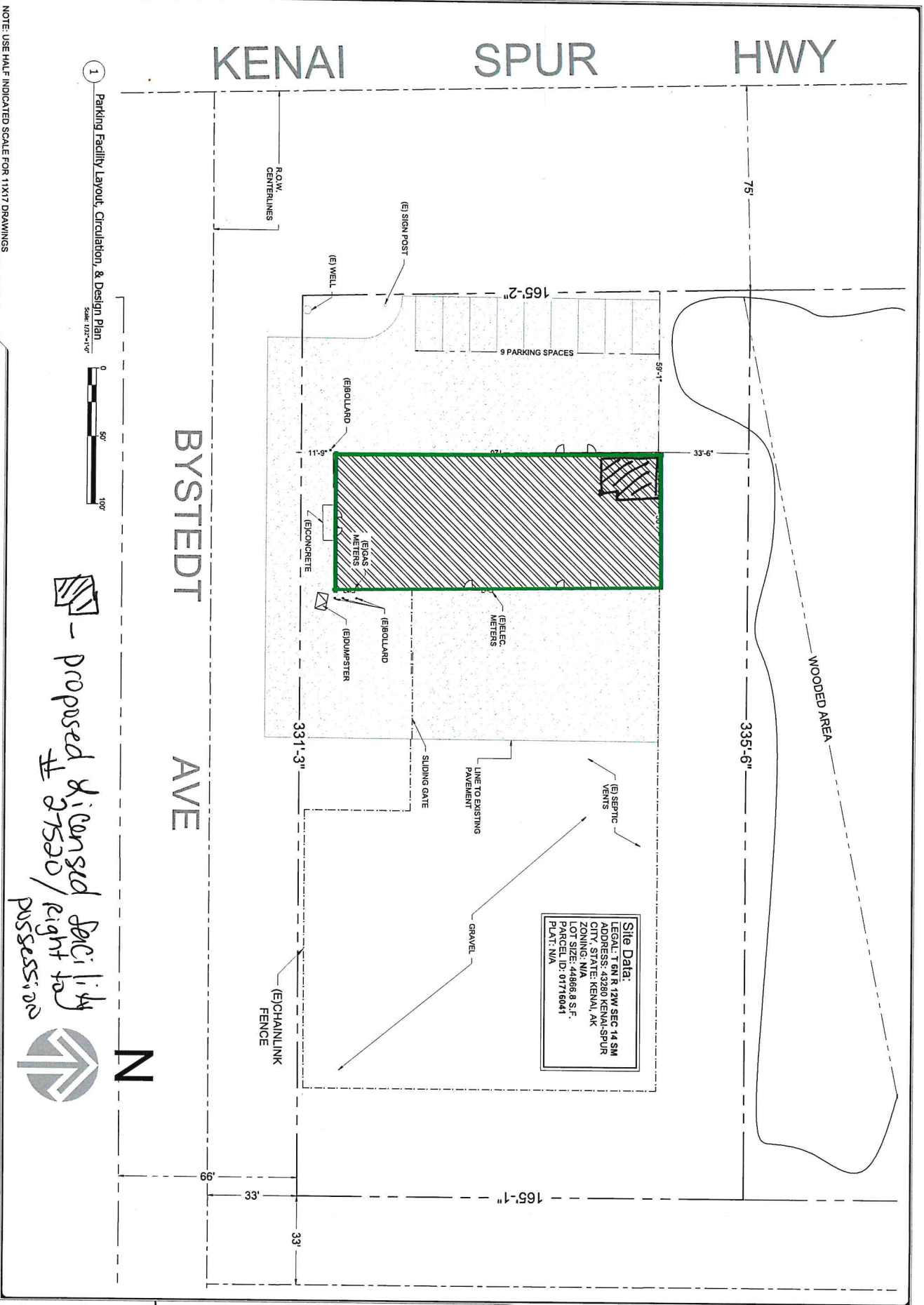
HempCo, LLC.
DBA. Alaska Cannabis Company
Standard Marijuana Cultivation License #12618

Purgatory Cannabis
License #27520
Seeds & Stems, LLC.
DBA. Alaska Cannabis Company
Marijuana Retail License #18929



Purgatory Cannabis
#27520
ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611
A-002

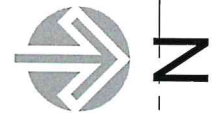
Diagram 3



1 Parking Facility Layout, Circulation, & Design Plan



proposed & licensed facility
 #27520/ right to possession



NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

PROJECT TITLE: Purgatory Cannabis #27520
 ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

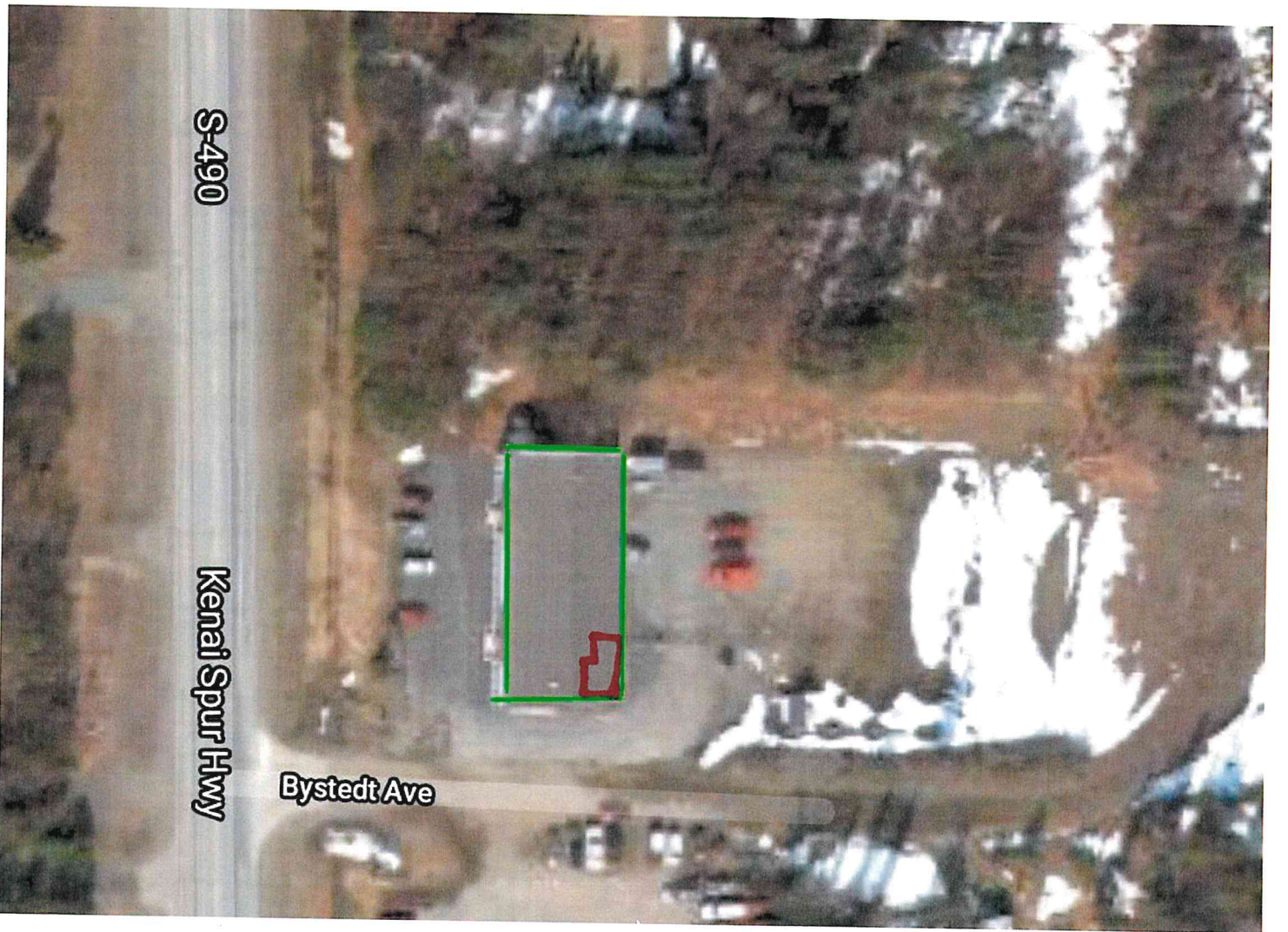
SHEET NUMBER: SD-1

Purgatory Cannabis
License # 07520

Diagram 4

□ - Facility currently housing
Licenses 12618 + 18929

□ - proposed licensed premises



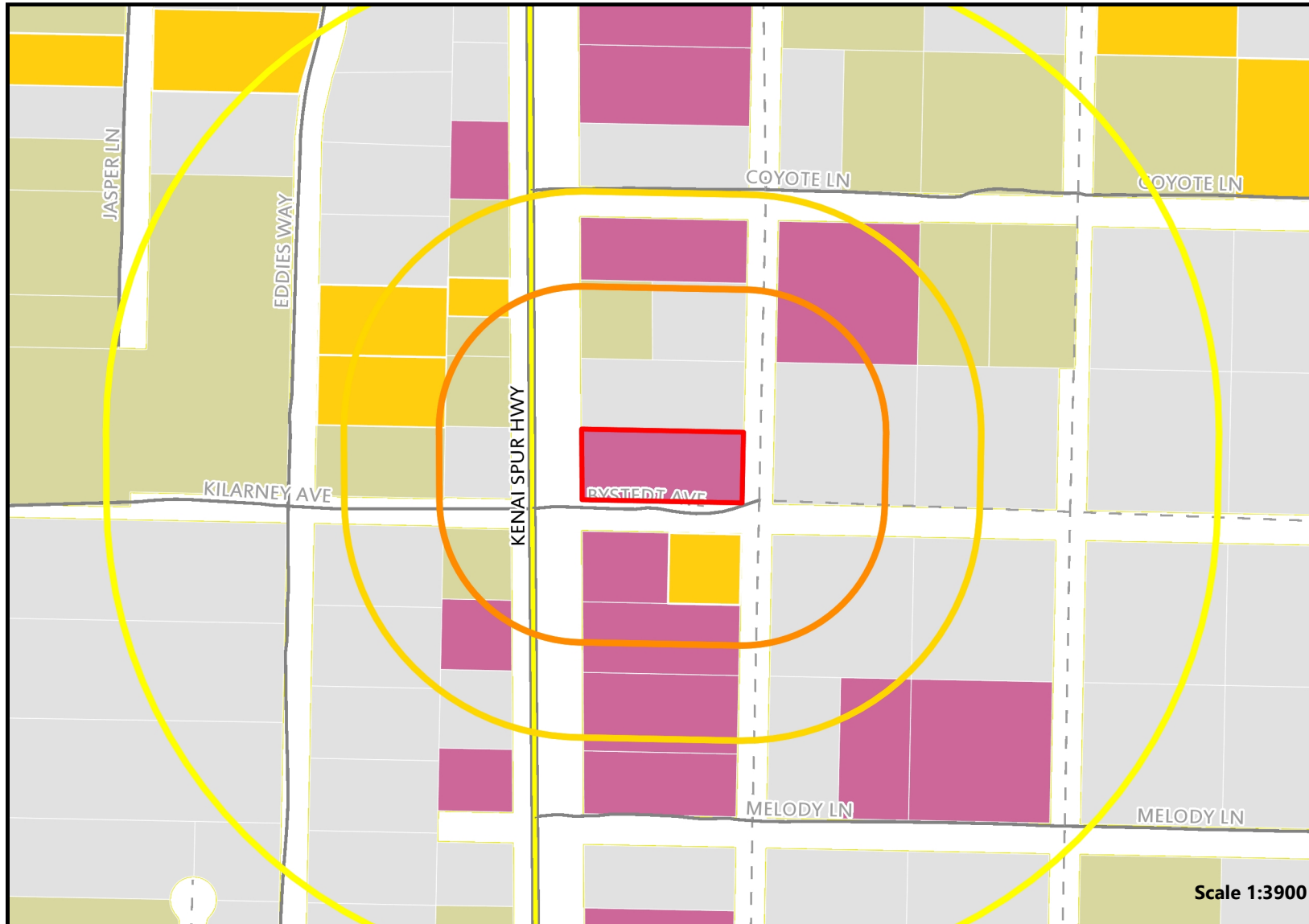


Recommendation on State Application for Marijuana Product Manufacturing Facility

Applicant: Purgatory Cannabis

KPB Parcel ID: 01716041

Adjacent Land Use Map



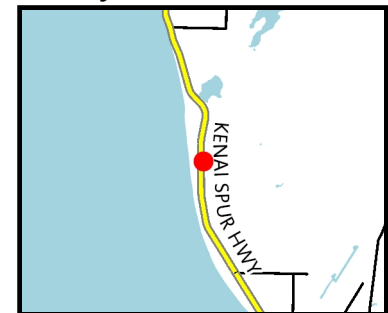
AMCO # 27520

- 1000ft Radius
- 500ft Radius
- 300ft Notification Area
- Parcel Boundary

Land Usage in 1000ft radius

- Accessory Building
5 parcels
- Commercial
17 parcels
- Residential
15 parcels
- Vacant
38 parcels

Vicinity



Scale 1:3900

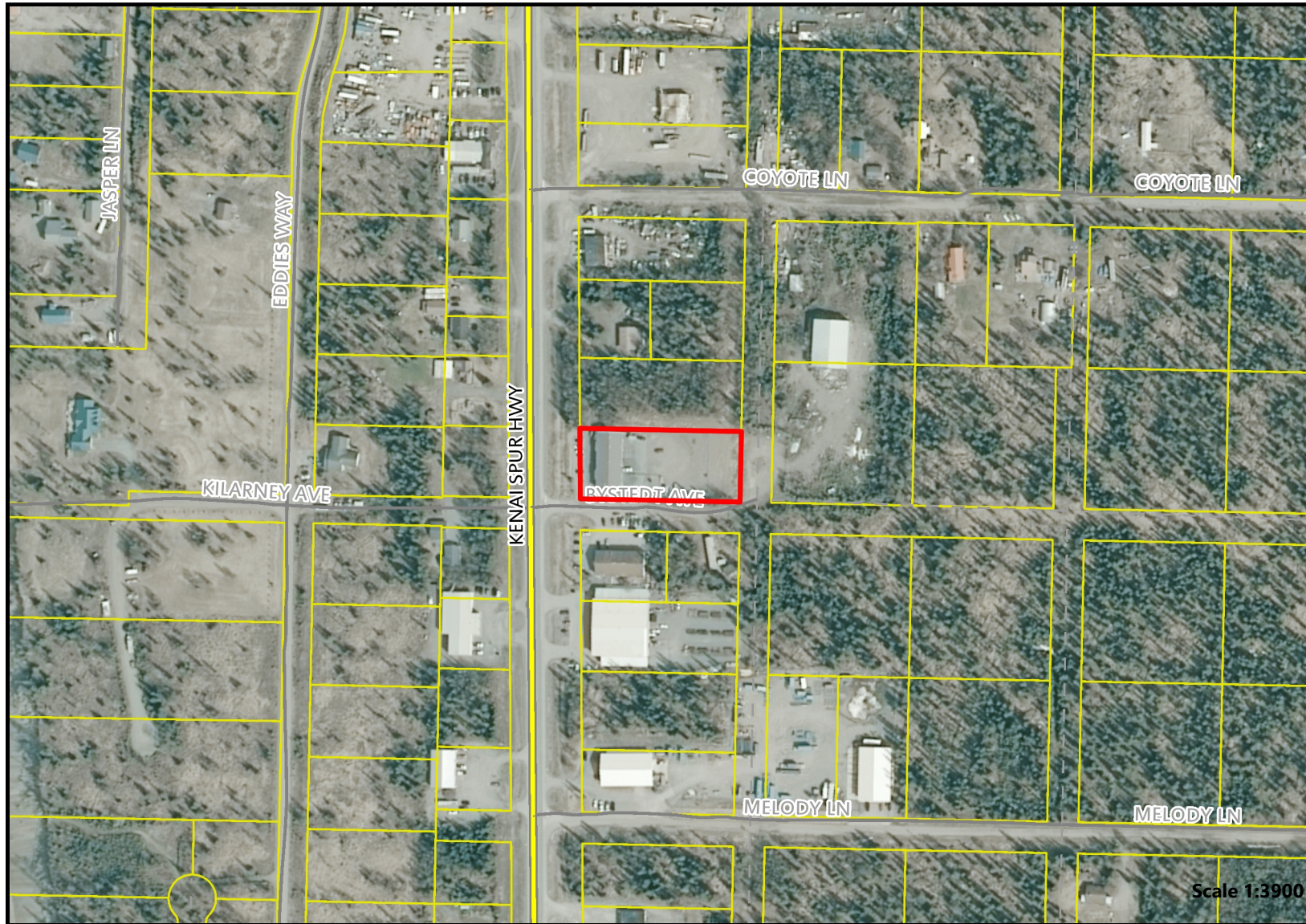
Radii shown depict the distance from the parcel boundaries. KPB 7.30 states that the distance must be measured by the shortest pedestrian route. If there were relevant facilities within the 500-foot or 1,000-foot radius, the shortest pedestrian path would be measured and depicted here.



Applicant: Purgatory Cannabis

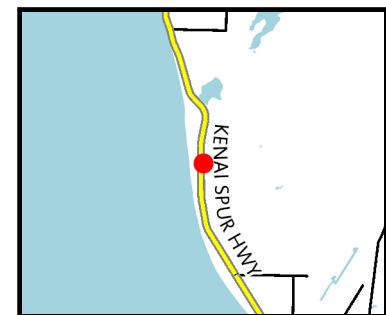
KPB Parcel ID: 01716041

Aerial Imagery Map



- Parcel Boundary
- All Other Parcels

Vicinity




Kenai Peninsula Borough

Planning Department

MEMORANDUM

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

FROM: Melanie Aeschliman, Planning Director 

DATE: July 14, 2021

RE: Right-of-way Vacation: Vacating a portion of C St. right-of-way adjoining Lot 1 Block 2 & Lot 3 Block 3 as dedicated on US Survey No. 4901 Tracts A through D, Townsite of English Bay Plat SL 71-62. KPB File 2021-085V

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of July 12, 2021 the Kenai Peninsula Borough Planning Commission granted approval of the proposed vacation of a portion of the above right-of-way by unanimous vote based on the means of evaluating public necessity established by KPB 20.70 (10-Yes, 0-No, 1-Absent) This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

July 12, 2021 Planning Commission Draft Meeting Minutes
July 12, 2021 Agenda Item E2 Meeting Packet

END OF STAFF REPORT

Chair Martin opened the meeting for public comment. Hearing no one wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Ruffner to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Martin, Morgan, Ruffner, Venuti				
Absent	Gillham				

AGENDA ITEM E. NEW BUSINESS**ITEM 2 - RIGHT OF WAY VACATION****Townsite English Bay USS 4901****C Street adjoining Lot 1 Block 2 Right of Way Vacation**

KPB File No.	2021-085V
Planning Commission Meeting:	July 12, 2021
Applicant / Owner:	Village Council Nanwalek Village of Nanwalek, Alaska
Surveyor:	Kenton Bloom / Seabright Surveying
General Location:	C Street, Nanwalek, AK
Legal Description:	C Street / Townsite English Bay USS 4901/ Seldovia Recording District / Section 35, Township 09 South, Range 16 West, S.M.

Staff report given by Scott Huff.

Specific Request / Purpose as stated in the petition: The proposed right of way vacation, and dedication, will adjust the right of way to encompass the existing travel way as well as alleviate the encroachment of the Nanwalek Village community building into the right of way. The adjustment of the dedicated right of way will allow future construction on the Nanwalek Village community building to be completed without creating an encroachment into the right of way.

Notification: Public notice appeared in the July 1, 2021 issue of the Homer News as a separate ad. The public hearing notice was published in the July 8, 2021 issue of the Homer News as part of the Commission's tentative agenda.

Six certified mailings were sent to owners of property within 300 feet of the proposed vacation. Zero receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to seven owners within 600 feet of the proposed vacation.

9 public hearing notices were emailed to agencies and interested parties as shown below;

- State of Alaska Dept. of Fish and Game
- State of Alaska DNR
- State of Alaska DOT

- Library of Seldovia
- Post Office of Seldovia
- Alaska Communication Systems (ACS)
- ENSTAR Natural Gas
- General Communications Inc., (GCI)
- Homer Electric Association (HEA)

Legal Access (existing and proposed): The right of way vacation and dedication is located within Nanwalek. The portion of C Street proposed for vacation is accessed from Chicklounk Street to the north and Saints Sergus and Herman Street to the south. Chicklounk Street is a 40 foot wide right of ways that have been improved but is not maintained. Access to the south is from Saints Sergus and Herman Street which is a 60 foot wide right of way that has been improved and is maintained by the State of Alaska.

C Street is an improved roadway but a portion is located outside of the dedicated right of way and within Lot 3. The proposed vacation, if approved, will be finalized with a plat that will dedicate right of way centered on the existing travel way.

The design for the subdivision was created in 1967 and recorded in 1971. The block length fits into the design of the village and if the block indeed is short of the minimum qualification staff will ask for the Plat Committee to concur that this subdivision, which is to correct an encroachment issue, is not able to improve the block length.

KPB Roads Dept. comments	Comments not available at the time the staff report was prepared.
SOA DOT comments	The SOA Central Region Right of Way Engineering section has reviewed the ROW vacation, for interpretation of any existing State ROW. Since this does not appear to be a State Road, we have no comment on this ROW vacation.

Site Investigation: The area proposed to be vacated and the new dedication do not appear to have any low wet areas. The area is within Flood Zone C which is minimal flood risk.

Contour information is not available for the area. The top of the cliff is depicted on Lot 3 Block 3. If any steep slopes are found in the proposed right of way dedication when the field survey is performed they will need to be depicted and additional easements may be required.

Floodplain Hazard Review	Comments not available at the time the staff report was prepared.
Anadromous Waters Habitat Protection District Review	Comments not available at the time the staff report was prepared.
State Parks Review	Comments not available at the time the staff report was prepared.

Staff Analysis: U.S. Survey No. 4901 was recorded in 1971 and the plat provided public right of way dedications. Lot 1 Block 2 and Lot 3 Block 3 is owned by the Nanwalek Village. The Nanwalek IRA Council issued a letter authorizing Chief Kvasnikoff to pursue this action and authority to sign all required documents to finish this vacation.

If the vacation is approved a subdivision plat will be required as property boundaries are being altered. The vacated portion of C Street will attach to Lot 1 Block 2 to the north. Additional right of way will be required to be dedicated from Lot 3 Block 3 so that the right of way will remain 40 feet in width. The sketch in the application depicts an additional right of way dedication at the south corner of Lot 1 Block 2 so that the travel way will be within a right of way.

Lot 3 Block 3 is owned by the Bureau of Indian Affairs (BIA). Proper documentation will be required with the plat submittal to show who has the authority to sign on behalf of BIA and they will need to sign the application as well as the final mylar.

Per Kenai Peninsula Borough Comprehensive Plan 2019 a focus area is Historic Preservation. The right of way width of 40 feet does not comply with KPB subdivision standards but can be found to support the Comprehensive Plan as the minimum width helps maintain the character of historic towns, districts and properties while encouraging commercial, tourist, and cultural development. The Village of Nanwalek is defined within the Comprehensive Plan as a federally recognized Alaska Native tribe. The ability for them to further develop their village community building is supported by the Comprehensive Plan and the proposed vacation is being initiated by them and has the village council's support.

Lot 3 Block 3 is approximately 14,810 square feet in size. The granting of additional right of way will further reduce the square footage of this lot. Due to the steep slopes along the western boundary and the reduced size, this lot may be greatly limited on future use.

The vacation will not pose any access issues as the right of way is currently constructed and used just not within the dedicated area. The new dedications will place the existing gravel road within a dedication. This will eliminate any encroachment issues as shown on the sketch.

The letter submitted states the new dedication will include the utility corridor. Current utility information was not available to staff. The utility providers for the area have been notified to be able to provide comment. **Staff recommends** any utility easements requested by the utility providers be granted on the plat, or work with the utility providers to provide the necessary easements.

If the vacation is approved it will be forwarded to the Kenai Peninsula Borough Assembly to be reviewed on August 3, 2021.

20.65.050 – Action on vacation application

- D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:
1. The right-of-way or public easement to be vacated is being used;
Staff comments: The right of way is constructed and used but not fully within the dedicated area.
 2. A road is impossible or impractical to construct, and alternative access has been provided;
Staff comments: The road is already constructed and the new alternative right of way will allow the existing access to remain where it is located.
 3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
Staff comments: The area is part of the Nanwalek Village as created by U.S. Survey No. 4901. All neighboring lots front on dedicated right of ways. The surrounding area has been improved and additional right of ways do not appear to be needed. Comments from the utility providers should be considered to determine if additional utility easements will be needed.
 4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
Staff comments: The right of way does not provide access to a public area or water body. The Nanwalek Village community building is located on Lot 1 Block 2. Moving the location of the right of way will allow an addition to be constructed to the village building.
 5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;

Staff comments: This vacation will not limit opportunities for interconnectivity and additional right of way will be dedicated so that the location is shifted to be centered on the existing travel way.

6. Other public access, other than general road use, exist or are feasible for the right-of-way;
Staff comments: All lots in the area have access via Chicklounk Street, Saints Sergus and Herman Street, and the remaining portion of C Street. The nearby right of ways have been improved.
7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.
Staff comments: The shift in the location of the right of way will provide equal or superior access.

If approved, a plat will finalize the proposed right of way vacations. The plat has not been submitted at the time the staff report was prepared. An exception to right-of-way width (KPB 20.30.120) will be required. Additional exceptions may be required based on the final size of the new lots. Any wastewater systems in place or plans should be noted and included with submittal of the plat. Exceptions may include lots minimum size (KPB 20.30.200) and portions of wastewater disposal (KPB 20.40).

KPB department / agency review:

Planner – Bryan Taylor	
Code Compliance – Eric Ogren	
Addressing – Derek Haws	
Assessing – Matt Burns	
City Advisory Comments	N/A
Advisory Planning Commission	N/A

Utility provider review:

HEA	
ENSTAR	No comments or recommendations.
ACS	A comment was received and was in the desk packet stating they had no objection as long as there was an agreement with the landowner to relocate the ACS cables affected by the realignment of the right-of-way.
GCI	

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(F) as outlined by Staff comments, Staff recommends approval of the right of way vacation as petitioned, subject to;

4. Consent by KPB Assembly.
5. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
6. Grant utility easements requested by the utility providers.
7. Dedication of right of way to keep the right of way width a minimum of 40 feet wide.
8. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

KPB 20.65.050 – Action on vacation application

H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other

cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.

- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.**
- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.**
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.**

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *Focus Area: Transportation*
 - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

END OF STAFF REPORT

Chair Martin opened the meeting for public comment. Hearing no one wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Ruffner moved, seconded by Commissioner Ecklund to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes	11	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser Ecklund, Fikes, Martin, Morgan, Ruffner, Venuti				
Absent	Gillham				

AGENDA ITEM E. NEW BUSINESS

**ITEM 3 - RIGHT OF WAY VACATION
VACATE COVE VIEW COURT and ADJOINING 10 FOOT UTILITY EASEMENT
STANLEY'S MEADOW 2021, HM 93-60**

KPB File No.	2021-086V1
Planning Commission Meeting:	July 12, 2021
Applicant / Owner:	Cecil R. and Ina L. Jones of Fritz Creek, Alaska and Billy Ray and Stephanie Joy Jones of Homer, Alaska
Surveyor:	Gary Nelson / Ability Surveys
General Location:	Fritz Creek Area / Kachemak Bay APC
Legal Description:	Perkins Road, Stanley's Meadow No. 11 Plat 93-60 Homer Recording District, Section 34, Township 04 South, Range 11 West, S.M.

Staff report given by Scott Huff.

Specific Request / Purpose as stated in the petition: Vacate Cove View Court right of way. Petitioner's statement, 'Lots are being replatted.'

Notification: Public notice appeared in the July 1, 2021 issue of the Homer News as a separate ad. The public hearing notice was published in the July 8, 2021 issue of the Homer News as part of the Commission's tentative agenda.

Six certified mailings were sent to owners of property within 300 feet of the proposed vacation. Zero receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to 8 owners within 600 feet of the proposed vacation.

16 public hearing notices were emailed to agencies and interested parties as shown below;

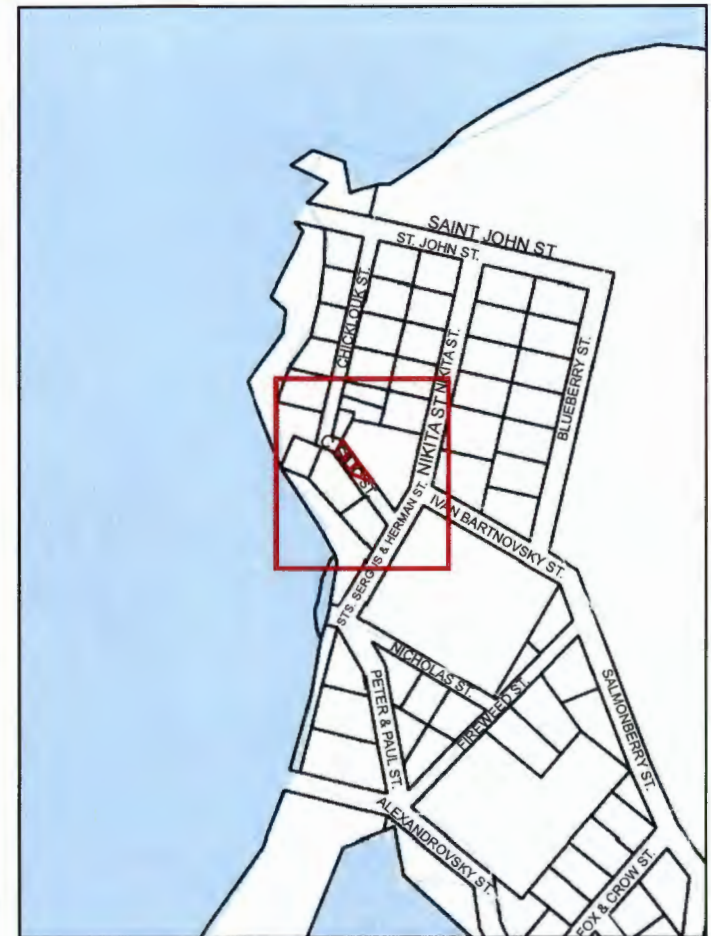
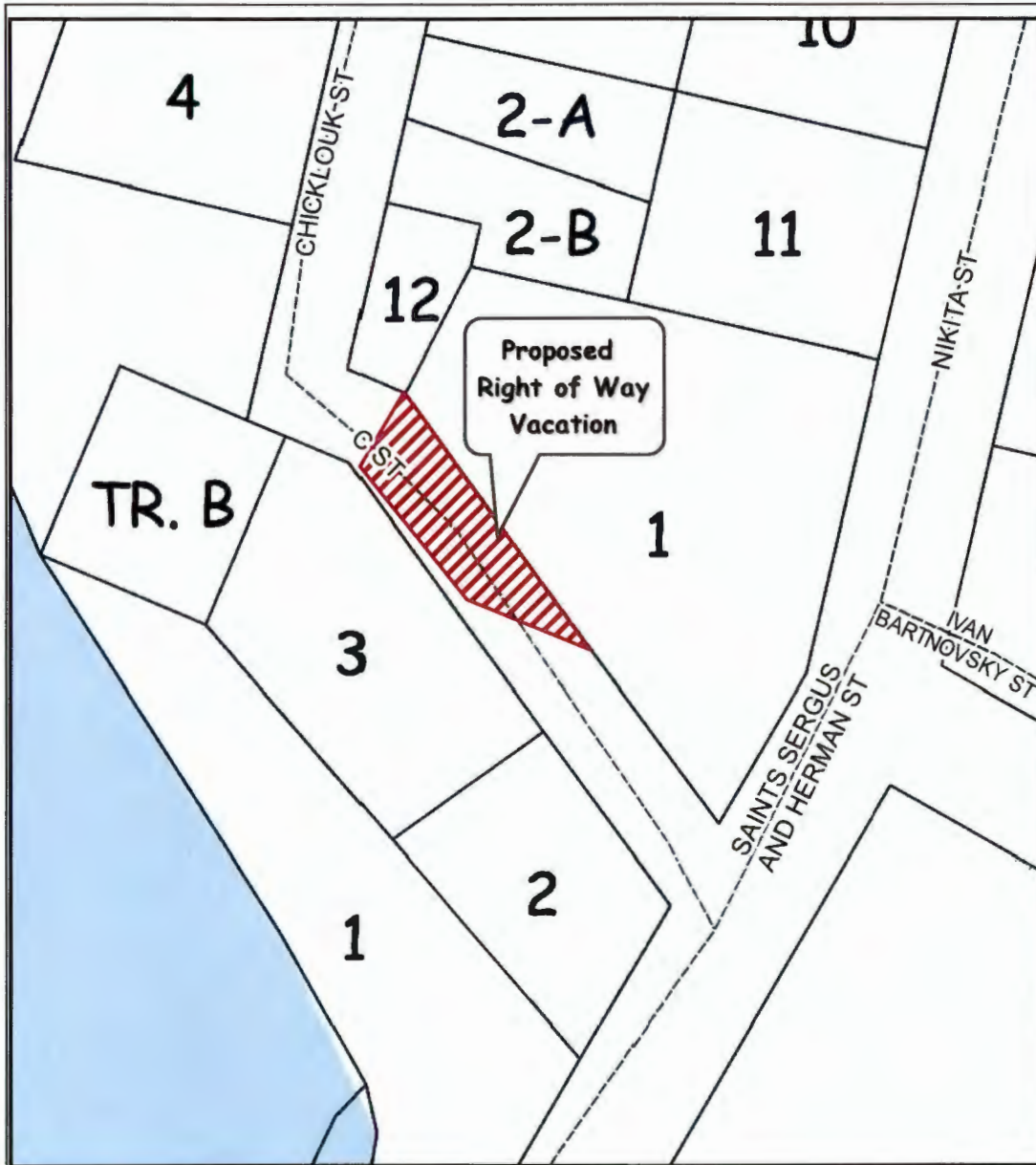
- State of Alaska Dept. of Fish and Game
- State of Alaska DNR
- State of Alaska DOT
- State of Alaska DNR Forestry
- Kachemak Bay Advisory Planning Commission
- Emergency Services of Kachemak
- Homer Kenai Peninsula Borough Office

E. NEW BUSINESS

2. Right-Of-Way Vacation; KPB File 2021-085V

Location: Vacates a portion of C Street right of way adjoining Lot 1 Block 2 and Lot 3 Block 3 as dedicated on U.S. Survey No 4901 Tracts A through D, Townsite of English Bay, Plat SL 71-62.

Petitioner: Village Council of Nanwalek, AK.



0 200 400 800 Feet

KPB 2021-085V
S35 T09S R16W
NANWALEK

Date: 6/16/2021
 PClements, KPB 2021-085V

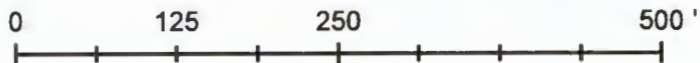


The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

0 50 100 200'



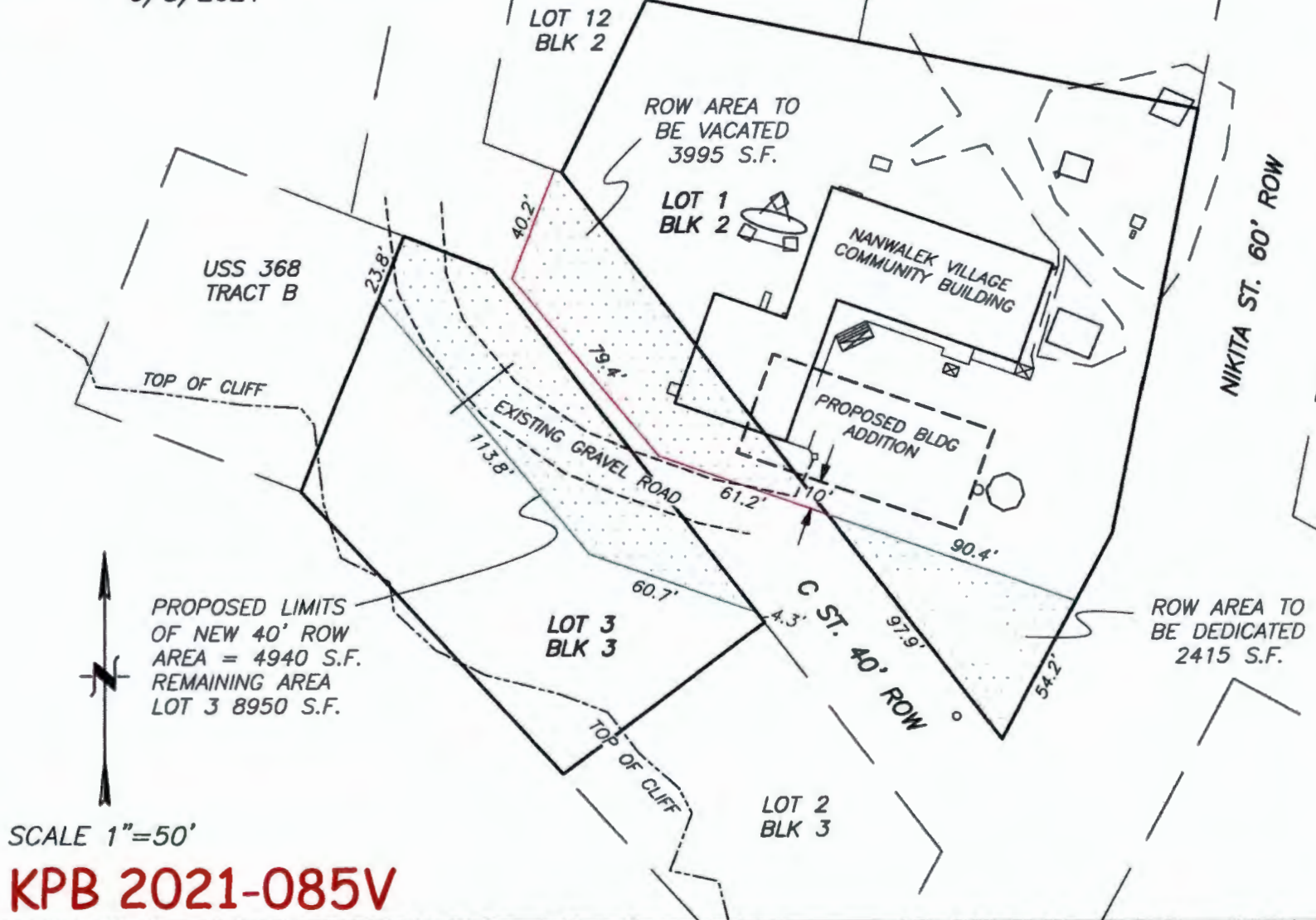
The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Right of Way Vacation

PClements, KPB 2017-085V
Date: 6/16/2021
Imagery WORLD

U.S. SURVEY 4901
NANWALEK TOWNSITE
PROPOSED RIGHT OF WAY VACATION
6/8/2021



AGENDA ITEM E. NEW BUSINESS

**ITEM 2 - RIGHT OF WAY VACATION
Townsite English Bay USS 4901
C Street adjoining Lot 1 Block 2 Right of Way Vacation**

KPB File No.	2021-085V
Planning Commission Meeting:	July 12, 2021
Applicant / Owner:	Village Council Nanwalek Village of Nanwalek, Alaska
Surveyor:	Kenton Bloom / Seabright Surveying
General Location:	C Street, Nanwalek, AK
Legal Description:	C Street / Townsite English Bay USS 4901/ Seldovia Recording District / Section 35, Township 09 South, Range 16 West, S.M.

STAFF REPORT

Specific Request / Purpose as stated in the petition: The proposed right of way vacation, and dedication, will adjust the right of way to encompass the existing travel way as well as alleviate the encroachment of the Nanwalek Village community building into the right of way. The adjustment of the dedicated right of way will allow future construction on the Nanwalek Village community building to be completed without creating an encroachment into the right of way.

Notification: Public notice appeared in the July 1, 2021 issue of the Homer News as a separate ad. The public hearing notice was published in the July 8, 2021 issue of the Homer News as part of the Commission's tentative agenda.

Six certified mailings were sent to owners of property within 300 feet of the proposed vacation. Zero receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to seven owners within 600 feet of the proposed vacation.

9 public hearing notices were emailed to agencies and interested parties as shown below;

State of Alaska Dept. of Fish and Game
State of Alaska DNR
State of Alaska DOT
Library of Seldovia
Post Office of Seldovia

Alaska Communication Systems (ACS)
ENSTAR Natural Gas
General Communications Inc, (GCI)
Homer Electric Association (HEA)

Legal Access (existing and proposed): The right of way vacation and dedication is located within Nanwalek. The portion of C Street proposed for vacation is accessed from Chicklounk Street to the north and Saints Sergus and Herman Street to the south. Chicklounk Street is a 40 foot wide right of ways that have been improved but is not maintained. Access to the south is from Saints Sergus and Herman Street which is a 60 foot wide right of way that has been improved and is maintained by the State of Alaska.

C Street is an improved roadway but a portion is located outside of the dedicated right of way and within Lot 3. The proposed vacation, if approved, will be finalized with a plat that will dedicate right of way centered on the existing travel way.

The design for the subdivision was created in 1967 and recorded in 1971. The block length fits into the design of the village and if the block indeed is short of the minimum qualification staff will ask for the Plat Committee to concur that this subdivision, which is to correct an encroachment issue, is not able to improve the block length.

KPB Roads Dept. comments	Comments not available at the time the staff report was prepared.
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SOA DOT comments	<u>The SOA Central Region Right of Way Engineering section has reviewed the ROW vacation, for interpretation of any existing State ROW. Since this does not appear to be a State Road, we have no comment on this ROW vacation.</u>
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Site Investigation: The area proposed to be vacated and the new dedication do not appear to have any low wet areas. The area is within Flood Zone C which is minimal flood risk.

Contour information is not available for the area. The top of the cliff is depicted on Lot 3 Block 3. If any steep slopes are found in the proposed right of way dedication when the field survey is performed they will need to be depicted and additional easements may be required.

Floodplain Hazard Review	<u>Comments not available at the time the staff report was prepared.</u>
Anadromous Waters Habitat Protection District Review	<u>Comments not available at the time the staff report was prepared.</u>
State Parks Review	<u>Comments not available at the time the staff report was prepared.</u>

Staff Analysis: U.S. Survey No. 4901 was recorded in 1971 and the plat provided public right of way dedications. Lot 1 Block 2 and Lot 3 Block 3 is owned by the Nanwalek Village. The Nanwalek IRA Council issued a letter authorizing Chief Kvasnikoff to pursue this action and authority to sign all required documents to finish this vacation.

If the vacation is approved a subdivision plat will be required as property boundaries are being altered. The vacated portion of C Street will attach to Lot 1 Block 2 to the north. Additional right of way will be required to be dedicated from Lot 3 Block 3 so that the right of way will remain 40 feet in width. The sketch in the application depicts an additional right of way dedication at the south corner of Lot 1 Block 2 so that the travel way will be within a right of way.

Lot 3 Block 3 is owned by the Bureau of Indian Affairs (BIA). Proper documentation will be required with the plat submittal to show who has the authority to sign on behalf of BIA and they will need to sign the application as well as the final mylar.

Per Kenai Peninsula Borough Comprehensive Plan 2019 a focus area is Historic Preservation. The right of way width of 40 feet does not comply with KPB subdivision standards but can be found to support the Comprehensive Plan as the minimum width helps maintain the character of historic towns, districts and properties while encouraging commercial, tourist, and cultural development. The Village of Nanwalek is defined within the Comprehensive Plan as a federally recognized Alaska Native tribe. The ability for them to further develop their village community building is supported by the Comprehensive Plan and the proposed vacation is being initiated by them and has the village council's support.

Lot 3 Block 3 is approximately 14,810 square feet in size. The granting of additional right of way will further reduce the square footage of this lot. Due to the steep slopes along the western boundary and the reduced size, this lot may be greatly limited on future use.

The vacation will not pose any access issues as the right of way is currently constructed and used just not within the dedicated area. The new dedications will place the existing gravel road within a dedication. This will eliminate any encroachment issues as shown on the sketch.

The letter submitted states the new dedication will include the utility corridor. Current utility information was not available to staff. The utility providers for the area have been notified to be able to provide comment. **Staff recommends** any utility easements requested by the utility providers be granted on the plat, or work with the utility providers to provide the necessary easements.

If the vacation is approved it will be forwarded to the Kenai Peninsula Borough Assembly to be reviewed on August 3, 2021.

20.65.050 – Action on vacation application

D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;
Staff comments: The right of way is constructed and used but not fully within the dedicated area.
2. A road is impossible or impractical to construct, and alternative access has been provided;
Staff comments: The road is already constructed and the new alternative right of way will allow the existing access to remain where it is located.
3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
Staff comments: The area is part of the Nanwalek Village as created by U.S. Survey No. 4901. All neighboring lots front on dedicated right of ways. The surrounding area has been improved and additional right of ways do not appear to be needed. Comments from the utility providers should be considered to determine if additional utility easements will be needed.
4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
Staff comments: The right of way does not provide access to a public area or water body. The Nanwalek Village community building is located on Lot 1 Block 2. Moving the location of the right of way will allow an addition to be constructed to the village building.
5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;
Staff comments: This vacation will not limit opportunities for interconnectivity and additional right of way will be dedicated so that the location is shifted to be centered on the existing travel way.
6. Other public access, other than general road use, exist or are feasible for the right-of-way;
Staff comments: All lots in the area have access via Chicklounk Street, Saints Sergus and Herman Street, and the remaining portion of C Street. The nearby right of ways have been improved.
7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.
Staff comments: The shift in the location of the right of way will provide equal or superior access.

If approved, a plat will finalize the proposed right of way vacations. The plat has not been submitted at the time the staff report was prepared. An exception to right-of-way width (KPB 20.30.120) will be required. Additional exceptions may be required based on the final size of the new lots. Any wastewater systems in place or plans should be noted and included with submittal of the plat. Exceptions may include lots minimum size (KPB 20.30.200) and portions of wastewater disposal (KPB 20.40).

KPB department / agency review:

Planner – Bryan Taylor	
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Code Compliance – Eric Ogren	
Addressing – Derek Haws	
Assessing – Matt Burns	
City Advisory Comments	N/A
Advisory Planning Commission	N/A

Utility provider review:

HEA	
ENSTAR	No comments or recommendations.
ACS	
GCI	

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(F) as outlined by Staff comments, Staff recommends approval of the right of way vacation as petitioned, subject to;

1. Consent by KPB Assembly.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
3. Grant utility easements requested by the utility providers.
4. Dedication of right of way to keep the right of way width a minimum of 40 feet wide.
5. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

KPB 20.65.050 – Action on vacation application

- H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.
- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.
- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

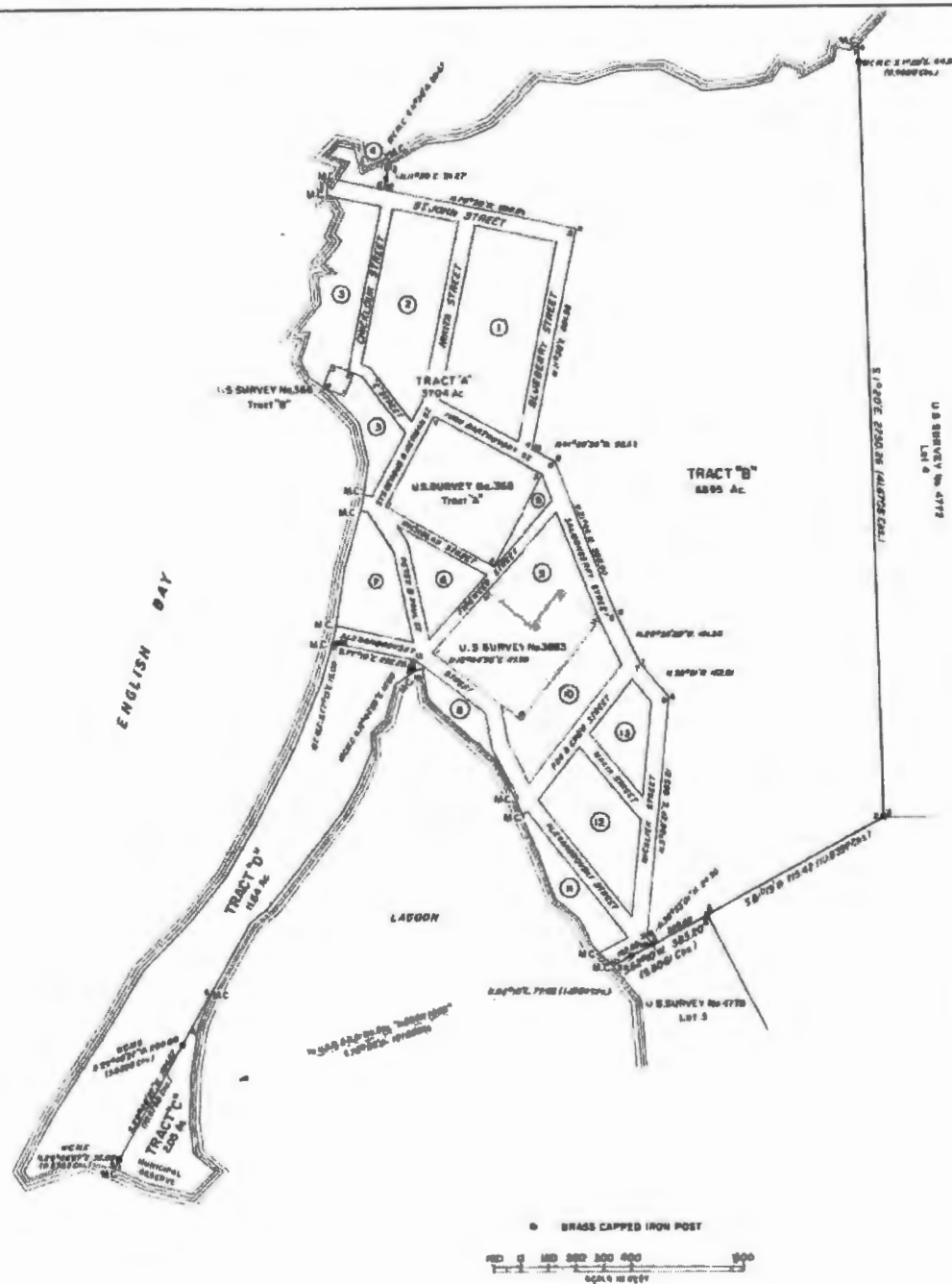
Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination of residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *Focus Area: Transportation*
 - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

END OF STAFF REPORT



Under, Division of Cadastral Survey

U. S. SURVEY
No. 4901, ALASKA
TOWNSITE OF ENGLISH BAY

Reference should be made to sheet No. 1,
for survey information.

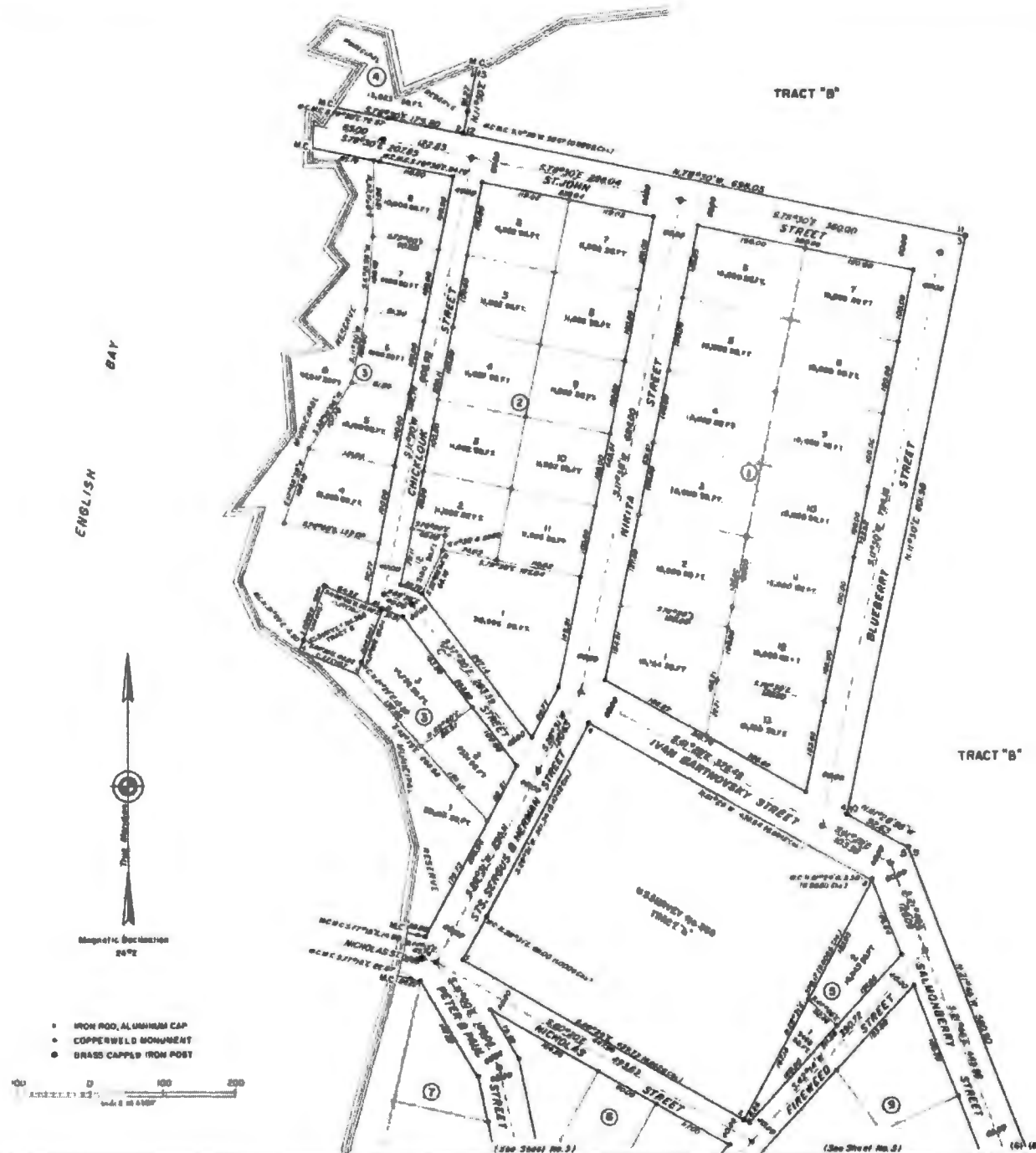
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Washington, D. C. April 1, 1971

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Clark F. Sumner

Chief, Division of Cadastral Survey



U. S. SURVEY
No. 4901, ALASKA
TOWNSITE OF ENGLISH BAY

Reference should be made to Sheet No. 1,
for survey information.

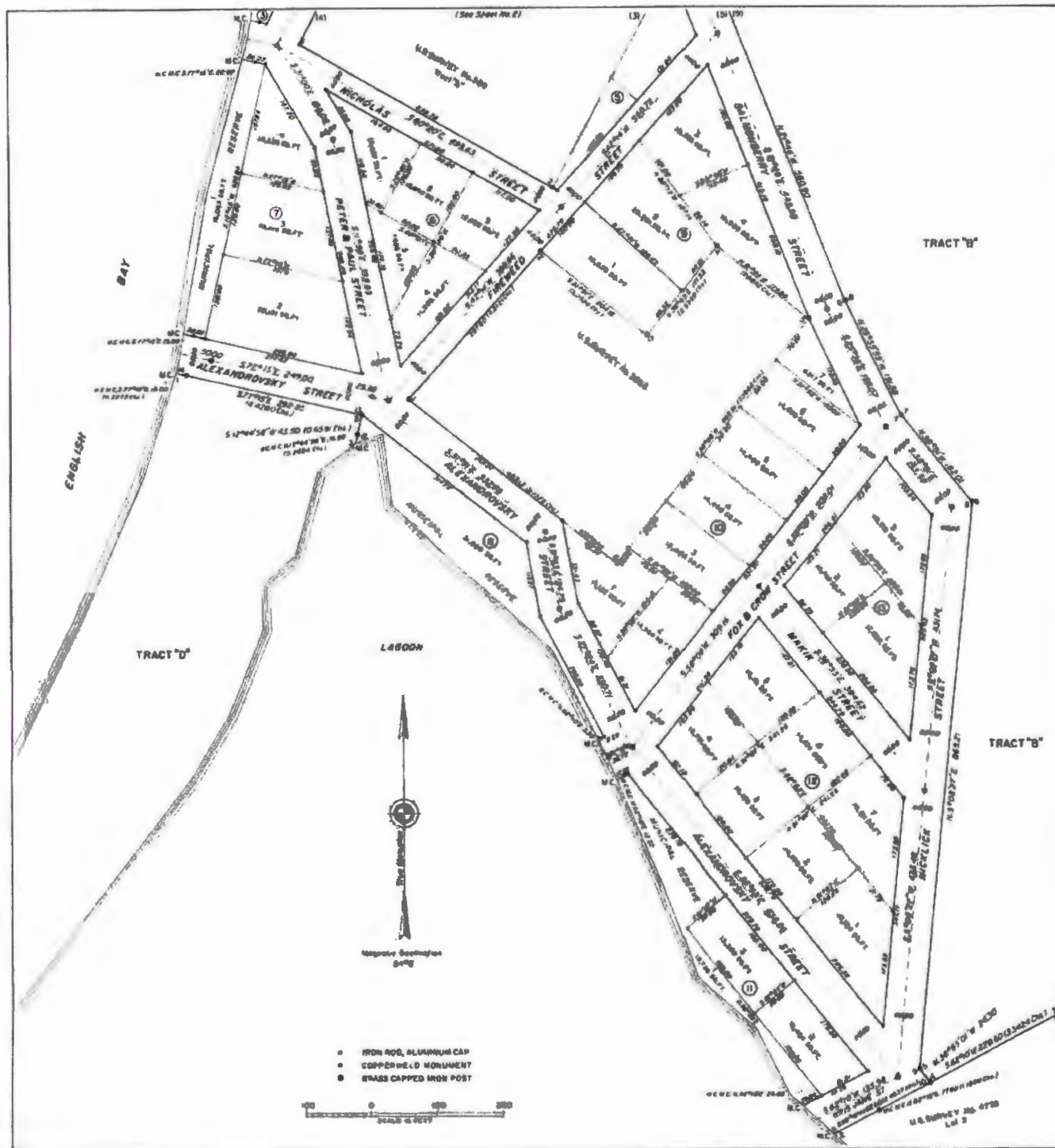
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Washington, D. C. April 1, 1972

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

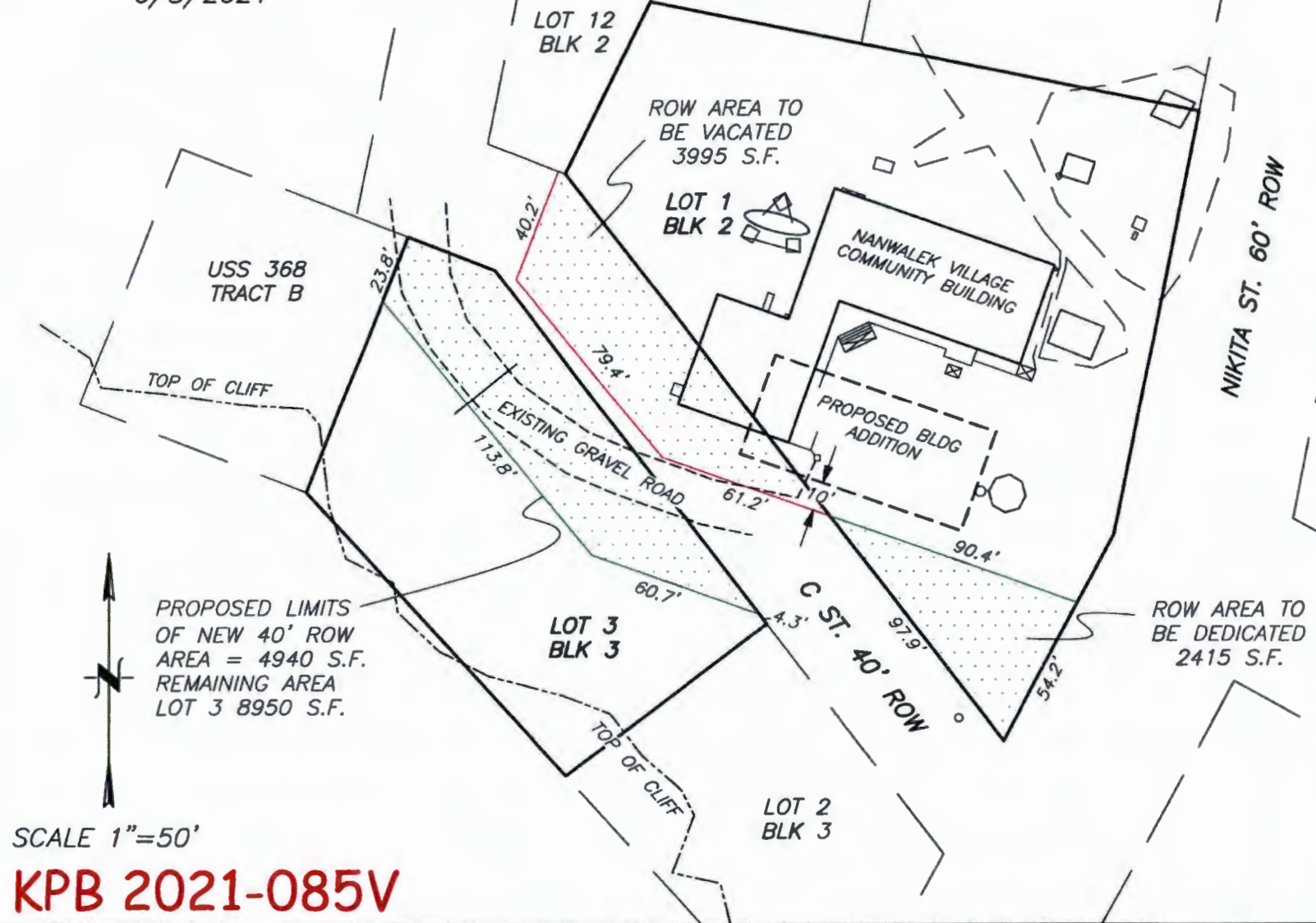
For the Director

Clark F. Shuman

Chief, Division of Cadastral Survey



U.S. SURVEY 4901
NANWALEK TOWNSITE
PROPOSED RIGHT OF WAY VACATION
6/8/2021




Kenai Peninsula Borough

Planning Department

MEMORANDUM

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

FROM: Melanie Aeschliman, Planning Director 

DATE: July 14, 2021

RE: Right-of-way Vacation: Vacating a 60' right-of-way and cul-de-sac on adjoining Lots 8-A, 9-A, 10-A & 18-A per Stanley's Meadow Subdivision No 11 ADEC Power-Trip Replat HM 93-60 ass dedicated on Stanley's Meadow No. 11 HM 91-47. KPB File 2021-086V1

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of July 12, 2021 the Kenai Peninsula Borough Planning Commission granted approval of the proposed vacation of a portion of the above right-of-way by unanimous vote based on the means of evaluating public necessity established by KPB 20.70 (10-Yes, 0-No, 1-Absent) This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

July 12, 2021 Planning Commission Draft Meeting Minutes
July 12, 2021 Agenda Item E3 Meeting Packet

Chair Martin opened the meeting for public comment. Hearing no one wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Ruffner moved, seconded by Commissioner Ecklund to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes	11	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser Ecklund, Fikes, Martin, Morgan, Ruffner, Venuti				
Absent	Gillham				

AGENDA ITEM E. NEW BUSINESS

**ITEM 3 - RIGHT OF WAY VACATION
VACATE COVE VIEW COURT and ADJOINING 10 FOOT UTILITY EASEMENT
STANLEY'S MEADOW 2021, HM 93-60**

KPB File No.	2021-086V1
Planning Commission Meeting:	July 12, 2021
Applicant / Owner:	Cecil R. and Ina L. Jones of Fritz Creek, Alaska and Billy Ray and Stephanie Joy Jones of Homer, Alaska
Surveyor:	Gary Nelson / Ability Surveys
General Location:	Fritz Creek Area / Kachemak Bay APC
Legal Description:	Perkins Road, Stanley's Meadow No. 11 Plat 93-60 Homer Recording District, Section 34, Township 04 South, Range 11 West, S.M.

Staff report given by Scott Huff.

Specific Request / Purpose as stated in the petition: Vacate Cove View Court right of way. Petitioner's statement, 'Lots are being replatted.'

Notification: Public notice appeared in the July 1, 2021 issue of the Homer News as a separate ad. The public hearing notice was published in the July 8, 2021 issue of the Homer News as part of the Commission's tentative agenda.

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16 public hearing notices were emailed to agencies and interested parties as shown below;

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- State of Alaska DOT
- State of Alaska DNR Forestry
- Kachemak Bay Advisory Planning Commission
- Emergency Services of Kachemak
- Homer Kenai Peninsula Borough Office

- Post Office of Homer
- Ninilchik Traditional Council
- Alaska Communication Systems (ACS)
- ENSTAR Natural Gas
- General Communications Inc, (GCI)
- Homer Electric Association (HEA)
- Library of Homer

The notice was placed on the Planning Commission board at the Kenai Peninsula Borough George A. Navarre Administration Building. The notice was emailed to the Post Office and Library of Homer with a request for the notice to be posted.

Legal Access (existing and proposed): Cove View Court is located off East End Road at milepost 17.5. Access is from East End Road to Ratone Street, to Elmers Way to Perkins Road. All access right of ways are at least 60 feet in width and are a combination of dedicated right of ways and section line easements. A travel way is constructed to the south portion of Perkins Road but is not maintained by KPB Roads Department.

Perkins Road originally continued north and connected to a northern section. A section of Perkins Road was vacated in 1993 and the northern section terminates in a cul-de-sac.

The proposed plat that will finalize the vacation of Cove View Court shows the four lots being combined into two lots that will both have access from Perkins Road (southern portion).

The block is incomplete and distances do not comply with Kenai Peninsula Borough code. Perkins Road is a dead end and does not connect to another right of way. Along Elmers Way, the distance from Perkins Road to Skidoo Street is approximately 3,840 feet. Due to terrain and the layout of the lots in the area, the subdivision will not be able to provide a dedication to improve the block length or create a complete block.

KPB Roads Dept. comments	This vacation only affects the applicant and the Road Service Area has no comments at this time.
SOA DOT comments	The SOA Central Region Right of Way Engineering section has reviewed the right of way vacation for interpretation of any existing State ROW. Since these do not appear to be State roads, we have no comment on this ROW vacation.

Site Investigation: The plat submitted with this vacation depicts the Kenai Watershed Forum ecosystem identified as riverine. The riverine ecosystem appears to be location within a portion of Cove View Court and Perkins Road.

The slopes greater than 20 percent are shaded. The steep slopes affect a portion of Cove View Court and Perkins Road.

Floodplain Hazard Review	Not within a floodplain area.
Anadromous Waters Habitat Protection District Review	Not within a HPD.
State Parks Review	No comments.

Staff Analysis: Cove View Court is a 60 foot wide right of way cul-de-sac that is approximately 512 feet long. The intersection with Perkins Road is 120 feet in width. Cove View Court has dedicated on Stanley's Meadow No. 11, Plat HM 91-47. Cove View Court was also shown on Stanley's Meadow No. 11 ADEC Power-Trip Replat, Plat HM 93-60. That plat created the current lot configuration. Cove View Court is not improved.

The proposed lot reconfiguration will reduce four lots to two lots. Both proposed lots will have legal access

from Perkins Road. Cove View Court does not help with block length or provide legal access to any other lots.

Access to these lots will be difficult due to steep terrains within Perkins Road. The usable area of the parcels is limited due to steep terrain and wet areas. The parcel to the north could be further subdivided and provide additional access. Steep slopes and low wet areas will need to be considered with any new right of way dedications.

If the vacation is approved it will be forwarded to the Kenai Peninsula Borough Assembly to be reviewed on August 3, 2021. The subdivision plat, when recorded, will finalize the right of way vacation.

20.65.050 – Action on vacation application

- D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:
8. The right-of-way or public easement to be vacated is being used;
Staff comments: Cove View Court is unconstructed and does not appear to be used for access.
 9. A road is impossible or impractical to construct, and alternative access has been provided;
Staff comments: An alternate right of way will not be needed, as the proposed subdivision plat will create two lots that both will have legal access to Perkins Road. Steep slopes affect portions of the Cove View Court. Access to this right of way may be difficult due to the slopes within Perkins Road. Additional easements may be required along Perkins Road due to terrain.
 10. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
Staff comments: The lots fronting Cove View Court are not developed but with the reduction of four lots to two lots, the cul-de-sac right of way is not needed. Lot 8-A appears to be used as an agricultural parcel.

The surrounding area is a mixture of residential lots and agricultural parcels. Legal access is available to all nearby parcels.

Utility companies have been contacted for review.
 11. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
Staff comments: This does not provide access to a waterbody or public interest area.
 12. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;
Staff comments: Cove View Court is a cul-de-sac that does not provide interconnectivity to other right of ways.
 13. Other public access, other than general road use, exist or are feasible for the right-of-way;
Staff comments: Cove View Court does not provide a use to the general public.
 14. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists,

the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.

Staff comments: The utility easements adjoining Cove View Court will be vacated with this action. The vacation of the easements on the property lines, as depicted on the application, will require a separate application and will be reviewed by the KPB Planning Commission at a later meeting.

15. Any other factors that are relevant to the vacation application or the area proposed to be vacated.

Staff comments:

If approved, Stanley's Meadow 2021 will finalize the proposed right of way vacations. The Plat Committee will review Stanley's Meadow 2021 on August 9, 2021. The platting action will require exceptions to 20.30.170 – blocks-length requirements and 20.30.190 – Lots-dimensions for the depth to width ratio of both lots.

KPB department / agency review:

Planner – Bryan Taylor	
Code Compliance – Eric Ogren	No comments
Addressing – Derek Haws	No addresses affected.
Assessing – Matt Bruns	
Advisory Planning Commission – Kachemak Bay	Minutes were not received prior to staff report being written. Any comments or minutes received will be available in the desk packet.

Utility provider review:

HEA	
ENSTAR	No comments or recommendations
ACS	
GCI	Approved as shown.

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(F) as outlined by Staff comments, Staff recommends APPROVAL as petitioned, subject to:

9. Consent by KPB Assembly.
10. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
11. Grant utility easements requested by the utility providers.
12. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

KPB 20.65.050 – Action on vacation application

- H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.
- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final

plat must be recorded within one year of the vacation consent.

- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.**
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.**

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *Focus Area: Transportation*
 - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

END OF STAFF REPORT

Chair Martin opened the meeting for public comment.

Gary Nelson, Ability Surveys; 152 Dehel Ave., Homer, AK 99603: Mr. Nelson was the surveyor on this project and made himself available for questions.

Hearing no one else wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Ruffner to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser Ecklund, Fikes, Martin, Morgan, Ruffner, Venuti				
Absent	Gillham				

AGENDA ITEM E. NEW BUSINESS

**4. PC Resolution 2021-24; Trail Creek Bridge Replacement
Retition: USAD Forest Services
PIN 125-324-07 & 125-324-01
Moose Pass Area**

Conditional Use Permit Anadromous Waters Habitat Protection District

KPB File No. 2021-24

Planning Commission Meeting: July 12, 2021

Applicant USDA Forest Service

Mailing Address 33599 Ranger Station Spur

Seward, AK 99664

Legal Description Section 24, T004N, R001W, Meridian Seward, USGD
Seward B-7 NE

Physical Address Lower Creek Trail

KPB Parcel Number 12532407, 12532404

Staff report given by Samantha Lopez

Project Description

The USDA Forest Service is seeking a Conditional Use Permit to replace the existing two-span timber-structured bridge that spans Trail Creek near the Trail Lake Campground on the Chugach National Forest's Seward Ranger District. The replacement bridge will be a single span, pre-stressed concrete bridge. The proposed work includes the removal of the existing concrete pier located in the middle of Trail Creek.

Project Details within the 50-foot Habitat Protection District

1. Remove old concrete abutments and bridge.
2. Construct a new 30-foot wide by 145-foot long pre-stressed concrete girder bridge.
3. Project involves the excavation of existing material within the HPD to accommodate a rock retaining wall to be installed on the northern end of the bridge and a concrete abutment to be installed on the southern end of the bridge.
4. The permittee shall minimize damage to all vegetation and shall revegetate all disturbed areas with native vegetation.

General Standards

Pursuant to 21.18.081(D) General Standards, the following standards shall be met before conditional use approval may be granted:

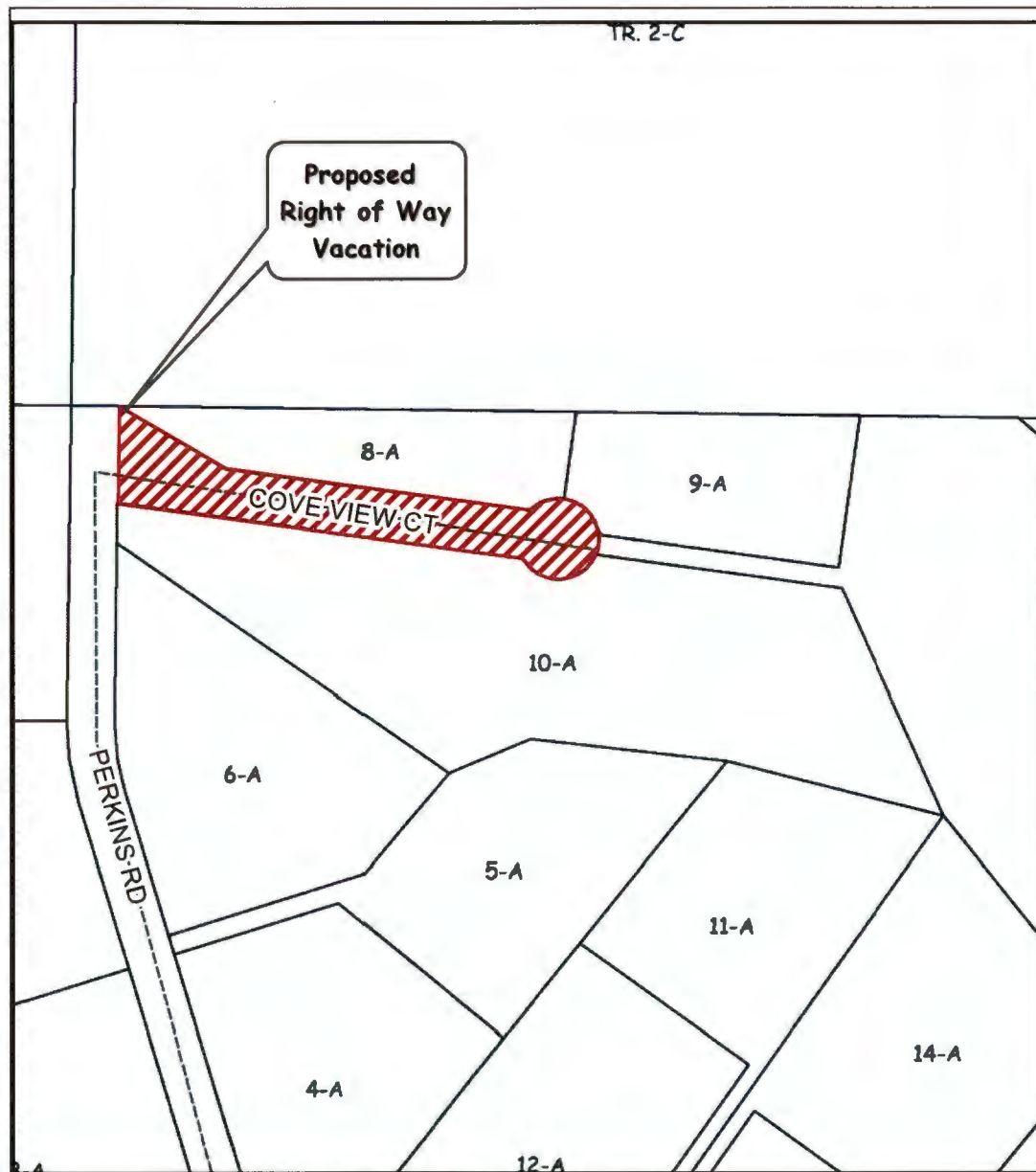
1. The use or structure will not cause significant erosion, sedimentation, damage within the habitat protection district, an increase in ground or surface water pollution, and damage to riparian wetlands and riparian ecosystems;

E. NEW BUSINESS

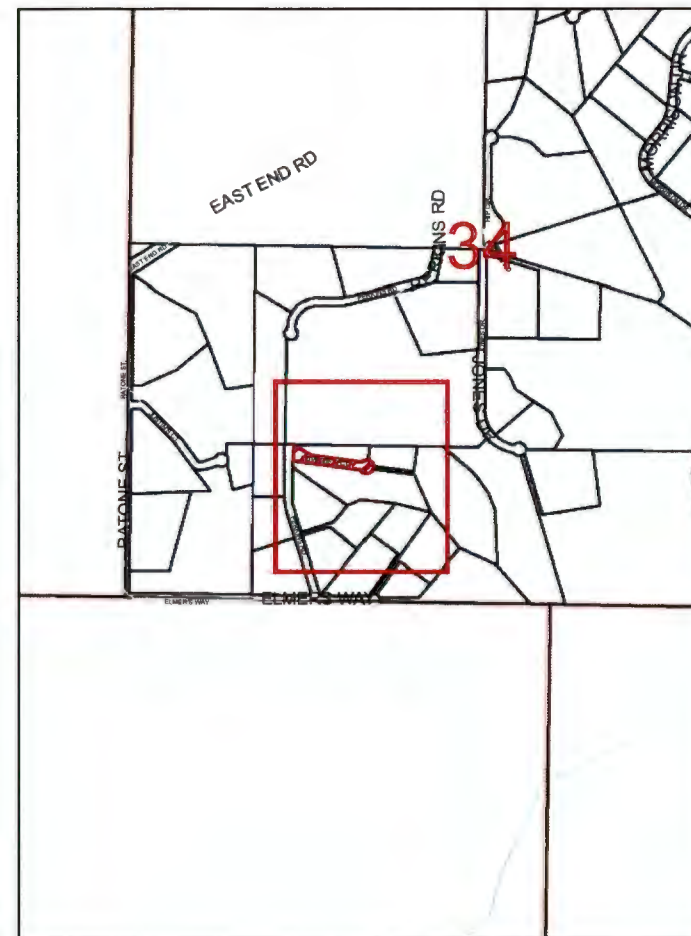
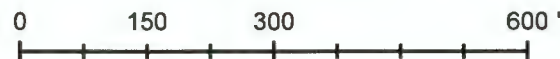
3. Right-Of-Way Vacation; KPB File 2021-086V1

Location: Vacates a 60' right of way and cul-de-sac on adjoining lots 8-A, 9-A, 10-A and 18A per Stanley's Meadow Subdivision No 11 ADEC Power-Trip Replat (Plat HM 93-60) as dedicated on Stanley's Meadow No 11 (Plat HM 91-47).

Petitioner(s): Ina L., Cecil R., Stephanie J. & Billy R. Jones of Fritz Creek, AK.



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



KPB 2021-086V1
S34 T04S R11W
FRITZ CREEK

Date: 6/21/2021
 PClements, KPB 2021-086V1



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0 75 150 300'

Aerial View



 Right of Way Vacation

PClements, KPB 2021-086V1
Date: 6/21/2021
Imagery FixedWing 2012-2013

CERTIFICATE OF OWNERSHIP

We hereby certify that we are the owners of the real property shown and described hereon, and that we hereby adopt this plan of subdivision, and by our free consent dedicate all public rights-of-way and grant all easements to the use shown.

BILLY RAY JONES
AKA BILLY R. JONES
FOR LOTS 9-A, 10-A, 18-A
33675 PERKINS RD.
HOMER, AK 99603

STEPHANIE JOY JONES
AKA STEPHANIE J. JONES
33675 PERKINS RD.
HOMER, AK 99603

NOTARY'S ACKNOWLEDGEMENT

For BILLY RAY JONES AND STEPHANIE JOY JONES
Acknowledged before me this _____ day of _____, 2021.

Notary public for Alaska My Commission Expires _____

NOTARY'S ACKNOWLEDGEMENT

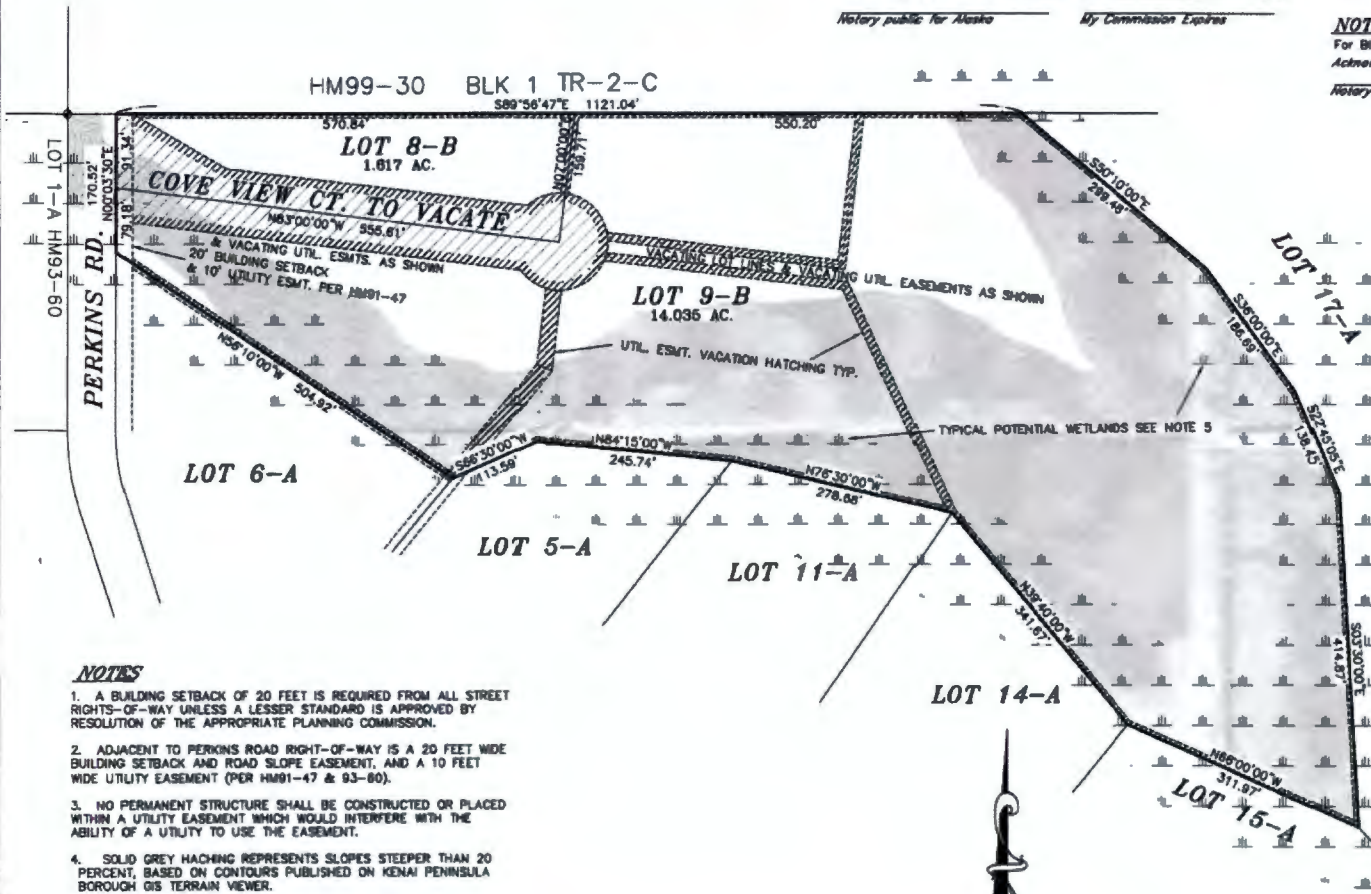
For CECIL R. JONES AND INA L. JONES
Acknowledged before me this _____ day of _____, 2021.

Notary public for Alaska My Commission Expires _____

CECIL R. JONES (LOT 8-A)
P.O. BOX 15401
FRITZ CREEK, AK 99603

INA L. JONES (LOT 8-A)
P.O. BOX 15401
FRITZ CREEK, AK 99603

HM99-30 BLK 1 TR-2-C



NOTES

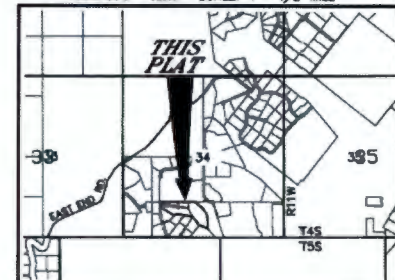
1. A BUILDING SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
2. ADJACENT TO PERKINS ROAD RIGHT-OF-WAY IS A 20 FEET WIDE BUILDING SETBACK AND ROAD SLOPE EASEMENT, AND A 10 FEET WIDE UTILITY EASEMENT (PER HM91-47 & 93-80).
3. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
4. SOLID GREY HATCHING REPRESENTS SLOPES STEEPER THAN 20 PERCENT, BASED ON CONTOURS PUBLISHED ON KENAI PENINSULA BOROUGH GIS TERRAIN VIEWER.
5. WETLAND HATCHING IS BASED ON KENAI WATERSHED FORUM WETLAND MAPPING PUBLISHED ON KENAI PENINSULA BOROUGH GIS TERRAIN VIEWER.

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of _____

BY _____
Authorized Official

VICINITY MAP SCALE: 1" = 1/2 MILE



STANLEY'S MEADOW 2021

VACATING COVE VIEW COURT
RIGHT-OF-WAY & A REPLAT OF LOTS
8-A, 9-A, 10-A, 18-A STANLEY'S
MEADOW NO. 11 ADEC POWER-TRIP
REPLAT (HAB93-80).
WITHIN SW1/4 SECTION 34, T45, R11W, S.M.,
KENAI PENINSULA BOROUGH, HOMER
RECORDING DISTRICT, STATE OF ALASKA
CONTAINING 15.652 ACRES

OWNERS:
BILLY R. and STEPHANIE J. JONES
33675 PERKINS RD.
HOMER, AK 99603
CECIL R. and INA L. JONES
P.O. BOX 15401
FRITZ CREEK, AK 99603

ABILITY SURVEYS

GARY NELSON, PLS
(907) 335-8440
152 DONALD AVE., HOMER ALASKA 99603

KPB 2021-086V1



PLAT #	
Rec Dist	
Date	20
Time	M

KPB FILE No. 2021-

DATE	6-11-21	SCALE	1" = 100'	GRID No.	AK-21	JOB No.	5281	DRAWING:	5281_5153
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AGENDA ITEM E. NEW BUSINESS

**ITEM 3 - RIGHT OF WAY VACATION
VACATE COVE VIEW COURT and ADJOINING 10 FOOT UTILITY EASEMENT
STANLEY'S MEADOW 2021, HM 93-60**

KPB File No.	2021-086V1
Planning Commission Meeting:	July 12, 2021
Applicant / Owner:	Cecil R. and Ina L. Jones of Fritz Creek, Alaska and Billy Ray and Stephanie Joy Jones of Homer, Alaska
Surveyor:	Gary Nelson / Ability Surveys
General Location:	Fritz Creek Area / Kachemak Bay APC
Legal Description:	Perkins Road, Stanley's Meadow No. 11 Plat 93-60 Homer Recording District, Section 34, Township 04 South, Range 11 West, S.M.

STAFF REPORT

Specific Request / Purpose as stated in the petition: Vacate Cove View Court right of way. Petitioner's statement, 'Lots are being replatted.'

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 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*

- *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *Focus Area: Transportation*
 - *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

END OF STAFF REPORT





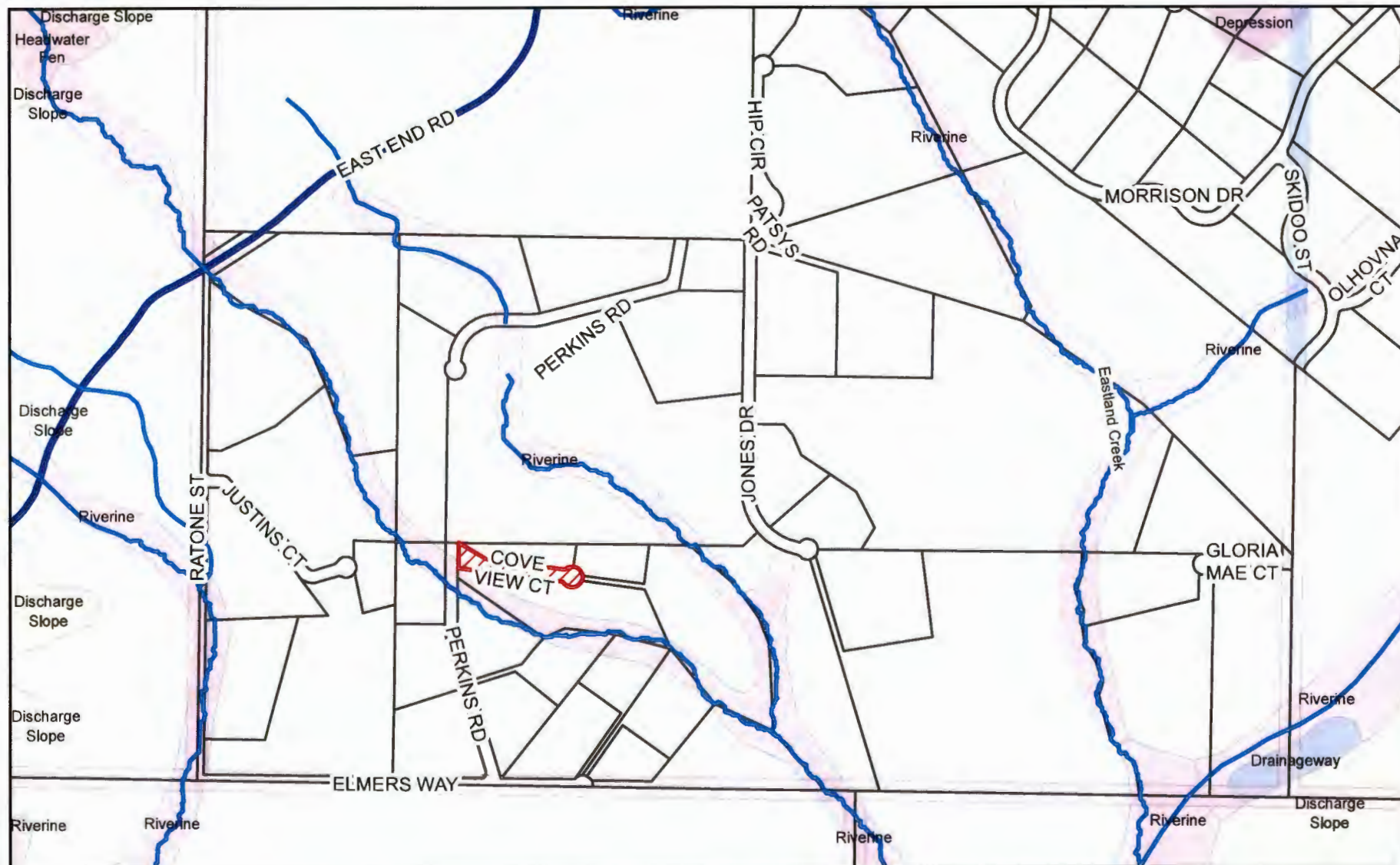
Kenai Peninsula Borough Planning Department

Kenai Watershed Forum Wetlands Assessment / Streams and Creeks

Date: 6/23/2021



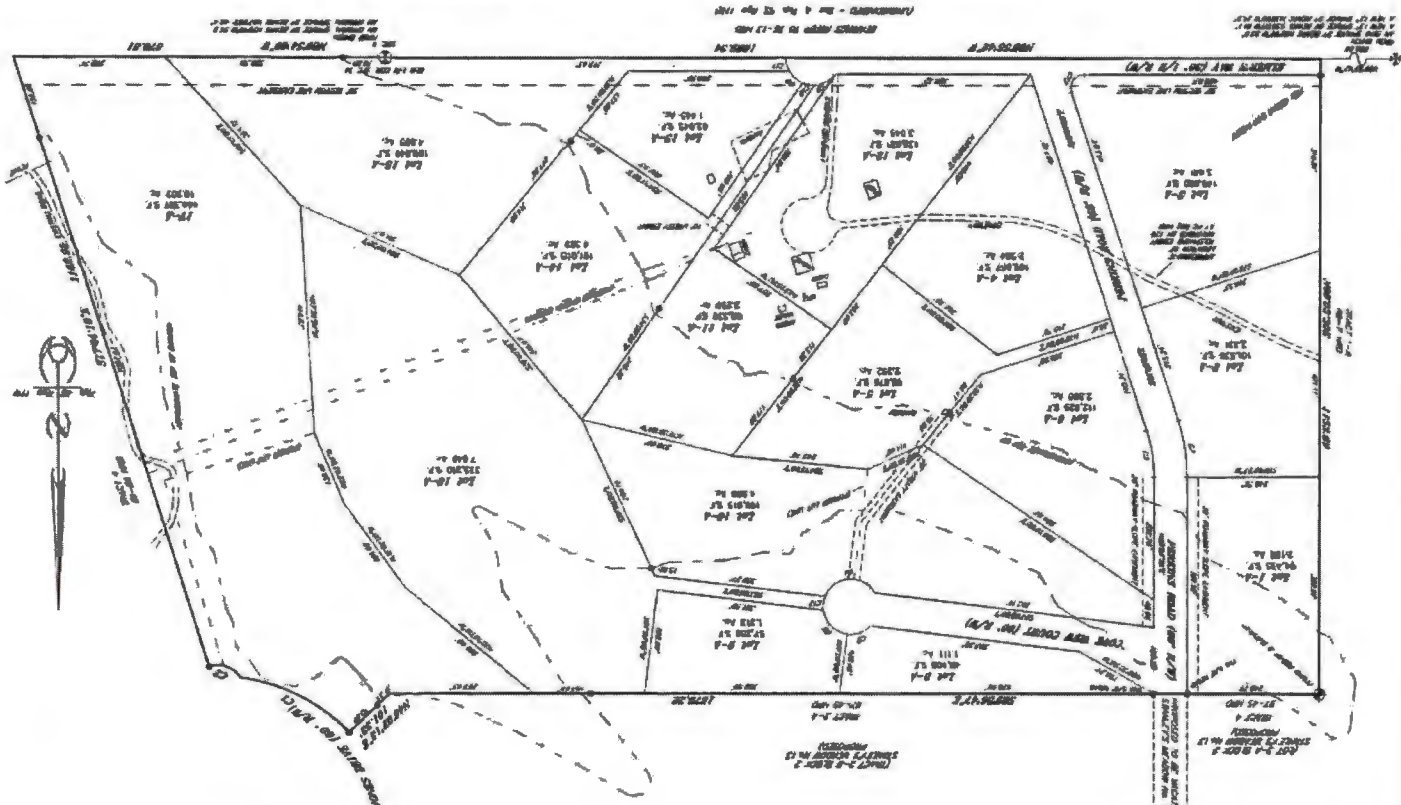
Cove View Court Vacation
KPB File 2021-086V1

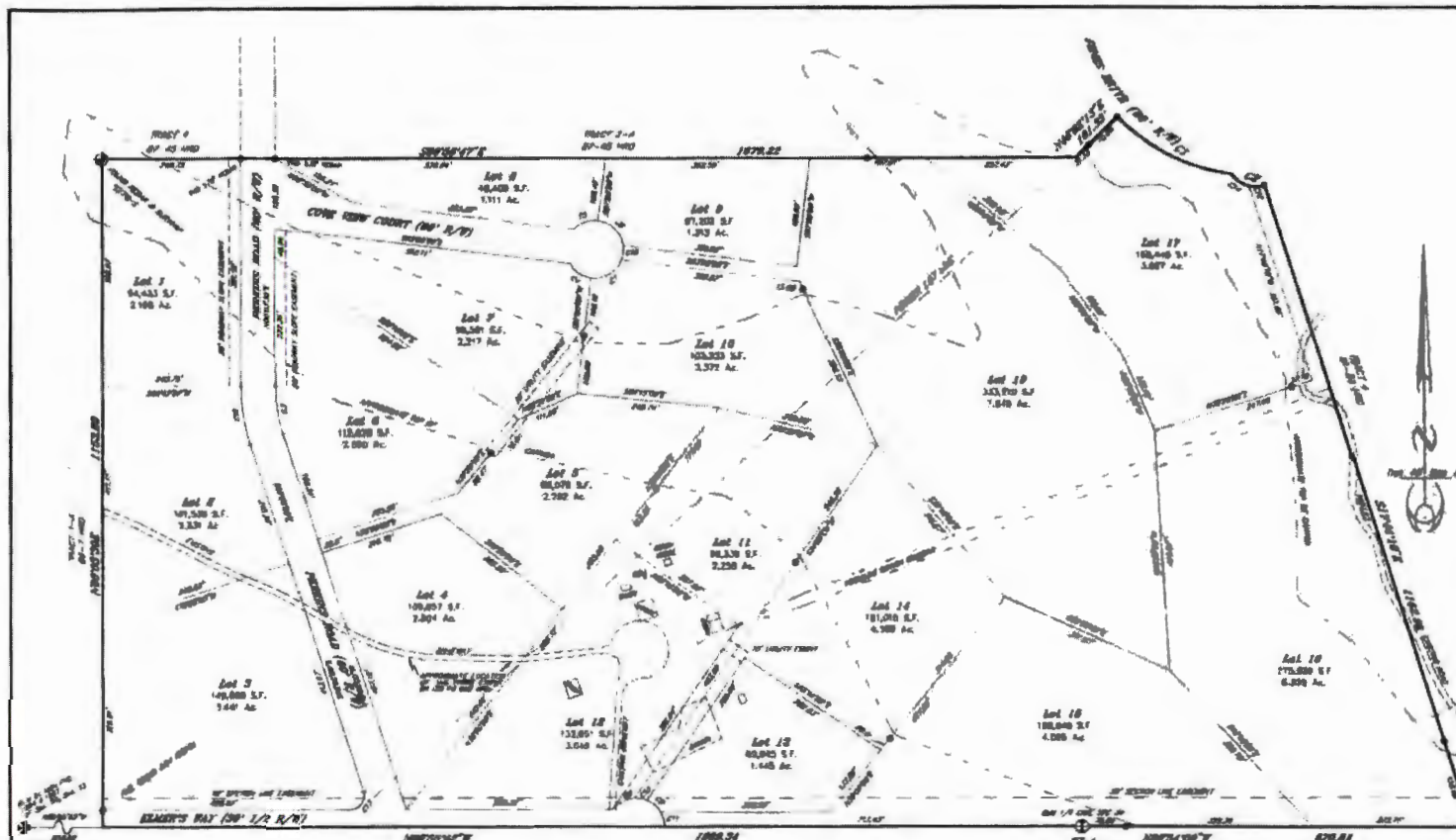


The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

[illegible][illegible]

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4.27.2002	09.25	100%	2.60	115	
4.28.2002	08.30	100%	2.60	115	
4.29.2002	08.45	100%	2.60	115	
4.30.2002	08.30	100%	2.60	115	
4.31.2002	08.30	100%	2.60	115	
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5.06.2003	08.30	100%	2.60	115	
5.07.2003	08.30	100%	2.60	115	
5.08.2003	08.30	100%	2.60	115	
5.09.2003	08.30	100%	2.60	115	
5.10.2003	08.30	100%	2.60	115	
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5.28.2003	08.30	100%	2.60	115	
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6.26.2004	08.30	100%	2.60	115	
6.27.2004	08.30	100%	2.60	115	
6.28.2004	08.30	100%	2.60	115	
6.29.2004	08.30	100%	2.60	115	
6.30.2004	08.30	100%	2.60	115	
6.31.2004	08.30	100%	2.60	115	

[illegible][illegible]



CONTENTS OF SURVEY
I hereby certify that I am the owner of the real property shown and described herein, and that I hereby assign the title of subdivision, and by so do the consent of all rights of way and public use to public use and grant an easement to the use shown.

STANLEY A. LINDSAY
PLS. 0001 2003
RECEIVED ALASKA DEPT. OF LAND

REPLY TO: 000000

OWNER'S ACKNOWLEDGMENT

For record in map 1000

Subscribed and sworn to before me this 10th day of 1962.

Notary Public for Alaska

SURVEYOR'S CERTIFICATE

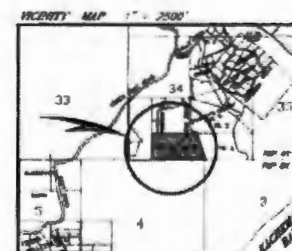
I hereby certify that this survey was performed by me or under my direct supervision, and that the information herein is true and correct in the best of my knowledge and belief.

Stanley A. Lindsay, PLS. No. 2003
Date

PLAT APPROVAL

This plat was approved by the Alaska Planning Commission at the meeting of 1962.

Stanley A. Lindsay
Author of Plat



DATE: July 1962
SCALE: 1" = 100'
OWNER: Stanley A. Lindsay
DRAWN BY: Stanley A. Lindsay
CHECKED BY: Stanley A. Lindsay

STANLEY'S MEADOW No. 11
A REPLAT OF TRACTS 2 & 3, PLAT 0001, IN THE S-1/2 OF SEC. 34, T10N 40S, R10E, 1000-0000, ALASKA DEPARTMENT OF LAND

ABILITY SURVEYS
STANLEY A. LINDSAY, PLS.
1001 1000-0000
1001 1000-0000

NOTES:

1. SET BACKS SET BACK SHALL EXIST ALONG ALL ADJACENT SIDES OF LOT UNLESS A LATER STAND-ARDE IS APPROVED BY RESOLUTION OF THE ALASKA DEPARTMENT OF LAND.

2. LOTS ON THESE LOTS MAY BE MAY NOT BE SUITABLE FOR CONVENTIONAL ON-SITE WASTE DISPOSAL SYSTEMS AND PERSONS MAY CONSTRUCT, INSTALL, MAINTAIN OR OPERATE A PRETREATED WASTE SYSTEM OR OTHER WASTE DISPOSAL SYSTEM UNLESS APPROVED BY THE ALASKA DEPARTMENT OF LAND.

3. NO DIRECT ACCESS TO STATE HIGHWAYS EXIST OF ANY LOT UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION.

4. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN AN EASEMENT UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION.

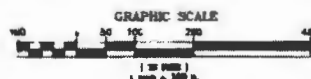
5. A 10' UTILITY EASEMENT EXISTS ALONG EACH SIDE OF ALL EXISTING FOUNDATIONS, EXIST AND ADJACENT.

6. A 5' UTILITY EASEMENT EXISTS ALONG EACH SIDE OF ALL EXISTING LOT UNLESS A LATER EASEMENT EXISTS ALONG ALL SIDES OF LOT.

7. UTILITY EASEMENTS AFFECTING THIS PROPERTY HAVE BEEN DESIGNATED BY PLAT 0001 WHICH HAVE NOT BEEN REVISED AND HEREBY REPEALED.

8. NO SURVEYS ARE REPEALED UNLESS THE PLANNABLE NUMBER OF 1000-0000.

No.	Point	Radius	Length	Chord	Bearing
1	1000-0000	1000	1000	1000	1000-0000
2	1000-0000	1000	1000	1000	1000-0000
3	1000-0000	1000	1000	1000	1000-0000
4	1000-0000	1000	1000	1000	1000-0000
5	1000-0000	1000	1000	1000	1000-0000
6	1000-0000	1000	1000	1000	1000-0000
7	1000-0000	1000	1000	1000	1000-0000
8	1000-0000	1000	1000	1000	1000-0000
9	1000-0000	1000	1000	1000	1000-0000
10	1000-0000	1000	1000	1000	1000-0000
11	1000-0000	1000	1000	1000	1000-0000
12	1000-0000	1000	1000	1000	1000-0000
13	1000-0000	1000	1000	1000	1000-0000
14	1000-0000	1000	1000	1000	1000-0000
15	1000-0000	1000	1000	1000	1000-0000
16	1000-0000	1000	1000	1000	1000-0000
17	1000-0000	1000	1000	1000	1000-0000
18	1000-0000	1000	1000	1000	1000-0000



91-47
RECORDED BY
10-3-91
1000-0000

1000-0000

44-10

ON 06/06/2012 AT 12:00 PM, THE FOLLOWING INFORMATION WAS RECEIVED FROM THE NEW YORK STATE DEPARTMENT OF CORRECTIONS AND CRIMINAL JUSTICE:

NAME: JAMES EARL RAY
 DOB: 01/05/1928
 SSN: 44-1-000000-1
 RACE: W
 SEX: M
 HEIGHT: 5'10"
 WEIGHT: 170
 EYES: B
 HAIR: B
 SCARS: NONE
 TATTOOS: NONE
 ALIASES: NONE
 CRIMINAL RECORD: NONE
 CURRENT STATUS: INMATE
 INSTITUTION: NEW YORK STATE PRISON
 ADDRESS: 1000 1ST AVENUE, ALBANY, NY 12207
 PHONE: 518-462-3400
 FAX: 518-462-3401
 EMAIL: JAMES.EARL.RAY@NYCJ.NY.GOV

DECLASSING


CECH/1287515

UNSUBDIVIDED

2

ABILITY SURVEYS

STANLEY'S MEADOW NGS



1

— 100 —

222 2-10-1964

1990

A 100% 500% 1000% 1500% 2000% 2500% 3000% 3500% 4000% 4500% 5000%

[illegible]

SECRET

[illegible]

NOTARY PUBLIC

James P. Jones *Wm. H. Jones*

[Handwritten scribbles at top]

RECEIVED - 1967 JUL 10 AM 10 10

INDEX BY NAME OF THE ACTOR, ACTRESS, AND

SECRET

SECRET

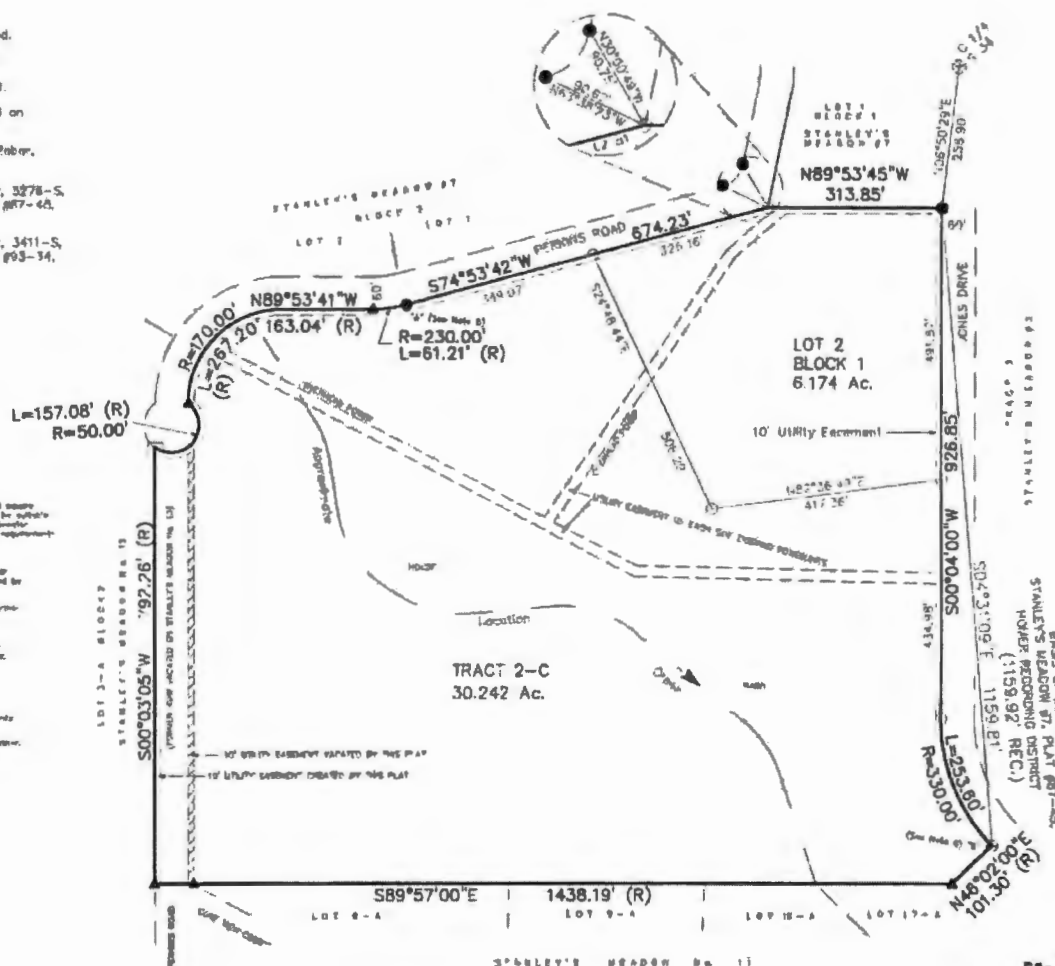
1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

10

HM 99-30

LEGEND:

- Nothing Found or Set except as noted.
- Found Brass Cap, 3885-S, 1979.
 - Found 5/8" Rebar, 5276-S, 1982.
 - Found 3/4" Iron Rod, as reported on plot #81-47.
 - Set 2 1/2" Alum. Cap on 5/8" Rebar, 4488-S, 1989.
 - Monument of Record, 5/8" Rebar, 3278-S, 1987, NOT RECOVERED (See Plot #87-42, Stanley's Meadow #7)
 - Monument of Record, 5/8" Rebar, 3411-S, 1993, NOT RECOVERED (See Plot #93-34, Stanley's Meadow No. 13)



NOTES:

1. **PLASTERING REPAIRS:** There are off hand 300,000 square feet of plastering to be done and repairs may not be suitable for other structural treatment and repairs. Any structural treatment or repairs should meet the regulatory requirements of the State Department of Environmental Conservation.
2. **Building District:** A section of 2C & is included from the report of the Planning Commission.
3. **Set permanent structure shall be constructed to stand on an easement which shall be subject to the right of a utility to use the easement.**
4. **The State of Maine requires that all waterborne structure be a minimum of 100 ft. from any other structure.**
5. **The utility easement is shown and approved of the May 12, 1998 meeting of the State Planning Commission.**
6. **Distances calculated when (R) are based on Stanley's Meadow No. 11. During the survey, measurements were taken to the 1/4\"/>**

Certification of Ownership and Declaration

I hereby certify that I am the owner of the real property shown and described herein and that I hereby adopt this plan of subdivision and by my true signature declare it right and just to public use and grant all easements to the use shown. I further certify that I declare of this affecting this property do not contain restrictions which would prohibit this subdivision, or require signature and approval of beneficiaries.

Carl R. Jones

Carl R. Jones
17875 Jones Drive
Hammer, ME 04053

Notary's Acknowledgment

Subscribed and sworn before me this 11th day of May, 1999 for Carl R. Jones.

David M. Mallin

Notary Public for Maine
My Commission Expires 6-18-99

Notary Seal

PLAT APPROVAL

This plat was approved by the Maine Planning Commission at the meeting of March 22, 1999.

FROM PENNSYLVANIA RECORDS

By *Richard Burt*
Registered Official

Notary Seal

This document is a copy of the original as recorded in the public records of the State of Maine.

STANLEY'S MEADOW VIKKI'S REPLAT

Subdivision of Tract 2-C, Stanley's Meadow No. 12, Plot #87-42, Hammer Recording District

3rd Judicial District, Hamden and York Counties, Maine, recorded in 1979/4 100 1/2

97/4 54 1/2, 100/4 54 1/2, 100/4 54 1/2, 100/4 54 1/2

100/4 54 1/2, 100/4 54 1/2, 100/4 54 1/2, 100/4 54 1/2

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Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

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

THRU: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: August 3, 2021

RE: Designation of Administrative Officer

Pursuant to AS 29.20.260 and KPB 2.04.030, I am designating Aaron Rhoades, Chief of Staff, as the administrative officer to exercise the powers and duties of the Borough Mayor at such times as I may be absent or incapacitated and unable to discharge the duties of my office.

Brandi Harbaugh, Director of Finance, will continue be the alternate administrative officer to exercise the powers and duties of the Borough Mayor at such times when both Aaron Rhoades and I are absent or incapacitated and unable to discharge the duties of my office.

These designations are submitted for approval by the Assembly.


Thank you



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: August 3, 2021

RE: Appointment Kachemak Emergency Service Area Board

Pursuant to KPB 16.20.080, I hereby submit my recommendation for confirmation by the Assembly, of the following appointment to the Kachemak Emergency Service Area Board, seat B. The applicant is a registered voter and resides within the service area to be represented. Attached for your review is the request for appointment.

<u>Applicant</u>	<u>Board Seat</u>	<u>Term Expires</u>
Roy J. Wilson	Seat – C	October, 2021

Attachments: Request for Appointment Application

Page -2-

Date

To:

RE:

Turner, Michele

From: Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>
Sent: Friday, July 16, 2021 11:49 PM
To: Blankenship, Johni
Cc: Turner, Michele
Subject: Service Area Appointment Application received
Attachments: ServiceAreaAppointmentApplication_2021-07-16 234833.pdf

Select One

Kachemak Emergency Service Area Board, Seat C (Term Expires 10/2021)

Applicant Name

Roy J Wilson

Physical Residence Address

40951 KAY CT

City

HOMER

State

AK

Zip

99603

My Mailing Address is DIFFERENT from my Residence Address

Mailing Address

pobh 136 Homer, AK

City

HOMER

State

AK

Zip

99603

Email

fallrun@sonic.net

Daytime Phone

9072996619

Voter

SS

Date of Birth

08/23/1946

I have been a Resident of the Kenai Peninsula Borough for:

Years

15

Months

2

I have been a Resident of the selected Service Area for:

Years

15

Months

2

What knowledge, experience, or expertise will you bring to this board?

Kesa service Board

July 14, 2021

My name is Roy Wilson. I grew up in a small farm town in Northern California where apples were king. I worked in the apples every summer from my 10th year until I left for military service after high school.

Fires and floods were part of life. I worked on a couple of major fires in my 18th year. I will, as long as I have a memory remember the feeling the terror when the wall of flaming brush in front of me lifted higher than my head and charged at me. Even when I saw that it was a bulldozer trying to escape the flames that first image is still baked in my memory. When our crew chief screamed to run for the trucks as the fire circled around behind my gang we ran and it felt like I should run all the way home to get away from the monster. None of us ran home and two miles back we started a new break even when what we wanted to do was find a place to sleep. When we finally, with the help of a shifting wind went back to our staging area we fell on the ground. I slept for 17 hours. Later I was to see fire from a different perspective as I watched films of first my brother's house then my sister's house being consumed by California's Tubbs fire. A home is not rebuilt in a few months. My siblings were out of their homes for more than two years before they could fight through the red tape and the crooked contractors.

Floods in winters' storms follow a big fire like that one. I filled and stacked sandbags to protect the warehouse where my company stored apple juice and sauce. By the time we had the sandbags chest high the water was waist deep. Unlike the fire, all we could do was evacuate and watch our levy topped. Years later after I returned from the army I sand bagged homes along the Russian river. My son lived there but his dwelling was low lying and the water was in the second story of his building too quickly to respond to.

Our Russian river ran wild when the big winter storms blasted through the area.

Several times I worked with the County of Sonoma delivering relief supplies to hungry homeless people who had homes only days before.

After Viet Nam, where I was an infantry company commander, in the 9th Infantry division, I was assigned to flight school, then the first Armored division in Germany. One of the missions was to medivac when needed. Some of these flights were wonderfully rewarding, flying a sick child to a hospital when the road was blocked by heavy rain and snow in the higher elevations. Others were horrible; one young soldier gasping for breath with his skull crushed and part of his brain lying on the seat next to him. The flight surgeon, driven crazy as he lost the battle against death, pounded on his chest, screaming and cursing the young man for giving up. I do not "get over" this kind of death. I deal with it one way or the other, either finding a way to come to peace with it or letting it

destroy me.

My civilian life after Viet Nam was mostly calm. I found an entry level job in a high tech company that put ultra thin films on various substrates to control the light that passed through it. I began as a parts cleaner and loader. In the next two years I was promoted several times and became supervisor of the department I worked in. In spite of my years of command I found I did not like civilian business mores. I performed my job for two years then resigned and asked to be sent back to manufacturing status. I was selected for a program that allowed qualified people to pass a state exam and become state certified engineers. I was able to get into a program that gradually raised my math skills and design capabilities. I had the pleasure of working on Space Shuttle windows, telescopes launched to study Jupiter, Saturn and Saturn's moons. Perhaps the most exciting was building a giant lens system for an x-ray telescope.

Pictures of the Cassini probe to Saturn and ones from the x-ray scope called Chandra can be seen at the JPL web site.

In my 27th year at the Company, OCLI/JDSU I had reached a point where I no longer needed a pay check. My retirement investments having worked out very well allowed me to resign and move on. I spent a lot of time with my grandchildren and fished to my heart's content. In 2005 I came to Alaska, but because of my widowed mother's fight against cancer I spent as much time with her as I did here. After her death I worked as a fisherman spending most of the year in Alaska. In 2007 I received my permanent fishing license and drew my first PFD in the October 2008 payout.

I still live in my house in Homer and have tried to be of service to my community in any way available. This opportunity to serve in a different setting is the kind of service I would like to do.

No one walks on water. I am an outspoken guy and sometimes give offense without intention. I have worked hard to better consider the way I express myself.

I find most on line resumes are tools for chest-beating and not always the best way to put forth one's capacities and experience. Resume will arrive

If you would like to upload a copy of your resume, you may do that below.

Attachments must be in .PDF, .DOC or .DOCX format only.

Upload your Resume

APPLICANT CERTIFICATION: I certify that the information in this Application for Appointment is true and complete and that I meet the specific residency and citizenship requirements of this office. I further certify that I shall meet the age requirements upon taking the oath of office, if appointed. I further acknowledge that by typing my initials below I intend to fully sign this document.

Type your initials to sign


RJW

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: August 3, 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 applicant listed below has been verified as qualified voter of the borough. I hereby submit to the Assembly my recommendation for confirmation of the following appointment to the Kenai Peninsula Borough Planning Commission:

<u>Appointment</u>	<u>Commission Seat</u>	<u>Term expires</u>
Robert Ruffner	Southwest	07/31/2024

Cc: Melanie Aeschliman, Planning Director
Ann Shirnberg, Planning Administrative Asst.
Clerk's Office

Kenai Peninsula Borough

Planning Department

Southwest Seat - PC Application Submitted 2021-06-21 10:53:45

Name: Robert Ruffner

Mailing Address:

48460 Lakeside AVE
Soldotna, AK 99669

Residence Address

,

Email: ruffner.ak@gmail.com

Home Phone: 907.394.4664

Mobile Phone: 907.394.4664

What knowledge, experience, or expertise will you bring to the Planning Commission?

I have served on the Planning Commission for 10 years. Very familiar with issues the commission deals with and believe I've made a positive contribution.

Robert Ruffner
48460 Lakeside Ave. Soldotna AK 99669
Home (907) 394-4664
Ruffner.ak@gmail.com

Current Employer - Alaska Resources Solutions, LLC

Professional Work Experience

- 2017 – present: Alaska Resources Solutions, LLC
- 1996 – 2016: Kenai Watershed Forum, Executive Director
- 1994 – 1996: University of Minnesota, Research and Teaching Assistant
- 1990 – 1994: University of Minnesota, Limnology Lab technician

Education

- B.S. University of MN Geology 1994
- Post graduate course work, 2 years University of MN Geology/ Civil Engineering
- Specific course work in Geomorphology, Engineering, Numerical Modeling including finite element, finite difference, cellular automata methods
- Developed methods for modeling complex sediment transport for Hibbing Taconite Mine Co. and the Colorado River through Grand Canyon National Park

Board/ Commission Experience

- Soldotna Chamber of Commerce 2011 – 2016; 2020 - present
- Kenai Peninsula Borough Planning Commission 2010 – present
Vice-Chair
- Kenai Peninsula Borough Road Commission 2011 – present
Chair
- North Pacific Anadromous Fish Commission Advisory panel 2014 – present
Chair
- Alaska Board of Fisheries 2016-2020
Vice-Chair
- Material Site Task Force Kenai Peninsula Borough 2018
Chair

Relevant Experience


- Kenai Peninsula Fish Habitat Partnership Coordinator 2007 – 2016
- Habitat Restoration on the Kenai Peninsula; including design and oversight of more than 50 fish passage culvert barriers
- Stream Buffer Evaluation – Tongass National Forest 1993
- Environmental Monitoring
 - Identified, modeled and provided education leading to solutions for hydrocarbon exceedences in Kenai River - 2000 through 2008

Awards

- 2004 Coastal America Partnership Award (Silver Salmon Creek Restoration)
- 2007 National Wetlands Conservation Award To the Private Sector
- 2008 National River Hero Award – River Network
- 2008 Person of the Year – Soldotna Chamber of Commerce

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: August 3, 2021

Assembly Request / Response

None

Agreements and Contracts

- a. Solid Waste Sole Source Waiver to purchase antiscalent / antifoam process chemicals from AnalyTix Technologies, LLC.
- b. Authorization to Award a Contract for ITB21-033 Homer High School Partial Roof Replacement to Earhart Roofing Co., Inc.
- c. CES Sole Source Purchase Request of fire extinguisher training equipment from Sea Western Fire Equipment Inc.
- d. WES Sole Source Purchasing Request for Medical Patient Simulator training package from iSimulate USA, Medical Patient Simulator Training Equipment.
- e. Authorization to Award a Contract for ITB21-036 Resch Road Fire Fill Site to Eberline Building, Inc., Soldotna, Alaska.

Other

- Budget to Actuals Statement Report 271-CAR06
- FY21-4Q Economic Development Grant Reports
- FY21-4Q Senior Center Grant Reports
- Tax Adjustment Request Approval
- Revenue-Expenditure Report – June 2021
- Budget Revisions – June 2021

Kenai Peninsula Borough

Solid Waste Department

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

THRU: Dan Kort, SWD Director *DK*

FROM: Brian Smith, CPL Manager *BS*

DATE: July 6, 2021

RE: AnalyTix Technologies, LLC Sole Source Waiver

The Kenai Peninsula Borough Solid Waste Department would like to obtain a sole source to purchase antiscalent / antifoam process chemicals from AnalyTix Technologies, LLC. We request this sole source based on chemical compatibility with our existing leachate and our chemical delivery system. We cannot mix nor switch chemicals during the leachate evaporation process without significantly impacting the evaporator system performance.

The purchase is time sensitive because this piece of equipment is vital for everyday landfill functions and our supply of product is low.

We request approval for this purchase. Funding for this project is in account number 290.32122.42210 in the amount of \$19,750.00.

APPROVED: *CP* DATE: 7/6/2021
Charlie Pierce, Mayor

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.: <u>290.32122.00000.42210</u>	
Amount: <u>\$19,750.00</u>	
By: <u><i>PP</i></u> <u><i>BH</i></u>	Date: <u>7/6/2021</u>
NOTES: .	

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Carmen Vick, Project Manager *CVick*

DATE: July 7, 2021

RE: Authorization to Award a Contract for ITB21-033
Homer High School Partial Roof Replacement

The Purchasing and Contracting Office formally solicited and received bids for ITB21-033 Homer High School Partial Roof Replacement. Bid packets were released on June 8, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion and Anchorage Daily News on June 8, 2021 and the Homer News on June 10, 2021.

The project consists of providing all labor & materials to replace a Dock area Roof (Approx. 1,169 SF) and Gym Area Roof Section (Approx. 33,632 SF), to include, the internal gutter system, drain leaders, sumps and attic ventilation, and insulation per contract documents.

On the due date of June 30, 2021 one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$650,000.00 was submitted by Earhart Roofing Co., Inc.

Your approval for this bid award is hereby requested. Funding for this project is in account number 401.72010.22SCH.49101.

Charlie Pierce
Charlie Pierce, Mayor

7/7/2021

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	401.72010.22SCH.49101
Amount	\$650,000.00
By: <i>PP</i> <i>BH</i>	Date: 7/7/2021

NOTES:

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-033 Homer High School Partial Roof Replacement

CONTRACTOR	LOCATION	BASE BID
Earhart Roofing Co., Inc.	Anchorage, Alaska	\$650,000.00

DUE DATE: June 30, 2021

KPB OFFICIAL:


John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Central Emergency Services

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

THRU: John Hedges, Purchasing and Contracting *LF for JH*

FROM: Roy Browning, CES Chief *RB*

DATE: July 13, 2021

RE: Sole Source Purchase Request

CES is requesting the sole source purchase of fire extinguisher training equipment from Sea Western Fire Equipment Inc., they are the only Authorized and Approved Distributor for Lion Training Products for Alaska. This equipment will be utilized for public fire safety education for not only borough employees but for the community as well. The equipment is needed for safer training as well as for a non-hazardous, environmental impact without using live diesel fuels.

The Lion sole source training equipment is needed to link up with existing same brand compatible simulated training smoke machines that CES currently owns. Utilizing another brand would not link up to existing training props.

Your consideration and support of this request outlined above would be appreciated.

Approved: 
Charlie Pierce, Mayor

7/14/2021
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 211.51610.48311	
Amount \$ 17,311.50	
By: <u>PP</u> <u>BH</u>	Date: <u>7/13/2021</u>
NOTES:	

Kenai Peninsula Borough

Western Emergency Services

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

Thru: John Hedges, Purchasing and Contracting Director *JH*

FROM: Jon Marsh, WES Chief *JM*

DATE: July 20, 2021

RE: Sole Source Purchasing Request

This is a request for a sole source purchase from iSimulate USA, for Medical Patient Simulator training package. This product is not offered by any other vendor. This is an electronic EMS training simulator device for EMT and Paramedic level training. This product integrates with the iPad tablets currently utilized at WES for standardized training performed by the Medical Director and Training Staff. The iSimulate training module allows multiple scenario training, integrating with the EKG Life Pak 15 and Philips MRX Cardiac defibrillators. The iSimulate REALTi platform product is a less expensive alternative than mannequin simulators, that when researched exceeded \$75,000.

This product fits the needs of WES, and is fully customizable while maintaining standardization with our current Philips MRX and Life Pak 15 Cardiac defibrillators. Thank you for your consideration in this sole source request.

- iSimulate USA, Medical Patient Simulator Training Equipment- \$16,995

Approved Charlie Pierce Date: 7/21/2021
Charlie Pierce, Mayor

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 209.51410.48515	
Amount \$ <u>16,995</u>	
By: <u>PP</u> <u>BH</u>	Date: <u>7/20/2021</u>

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Carmen Vick, Project Manager *CVick*

DATE: July 22, 2021

RE: Authorization to Award a Contract for ITB21-036 Resch Road Fire Fill Site

The Purchasing and Contracting Office formally solicited and received bids for Resch Road Fire Fill Site. Bid packets were released on June 22, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on June 22, 2021 and the Homer News on June 24, 2021.

The project consists of the following: Provide all labor and materials to install a Fire Pump Station per Contract Documents.

On the due date of July 15, 2021 two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$174,778.00 was submitted by Eberline Building, Inc., Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account numbers 444.51410.11 TNK.43011, 444.51410.18441.43011, 444.51410.19441.43011, 444.51410.21441.43011.

Charlie Pierce

Charlie Pierce, Mayor

7/22/2021

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>444.51410.11TNK.43011</u>	
Amount <u>\$16,111.73</u>	
By: <u>PP</u> <u>BH</u>	Date: <u>7/22/2021</u>

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>444.51410.18441.43011</u>	
Amount <u>\$8,944.34</u>	
By: <u>PP</u> <u>BH</u>	Date: <u>7/22/2021</u>

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>444.51410.19441.43011</u>	
Amount <u>\$40,000.00</u>	
By: <u>PP</u> <u>BH</u>	Date: <u>7/22/2021</u>

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>444.51410.21441.43011</u>	
Amount <u>\$109,721.93</u>	
By: <u>PP</u> <u>BH</u>	Date: <u>7/22/2021</u>

NOTES:

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING****BID TAB FOR: ITB21-036 Resch Road Fire Fill Site**

CONTRACTOR	LOCATION	BASE BID	DEDUCTIVE ALTERNATE #1	TOTAL BID
Eberline Building Inc.	Soldotna, AK	\$202,488.00	-\$27,710.00	\$174,778.00
PEI, LLC	Homer, AK	\$312,000.00	-\$31,000.00	\$281,000.00

DUE DATE: July 15, 2021**KPB OFFICIAL:**
John Hedges, Purchasing & Contracting Director

KENAI PENINSULA BOROUGH**Budget To Actuals Statement Report**

Report Option: Statement of Expenditures

From Date: 03/01/2020 To Date: 06/30/2021

From Account:

To Account:

Run Date: 07/22/2021

User: sdennis

Report by: DEPT, Class

Wildcard Accounts : 271-CAR06

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
Expenditures										
94910 : NON-DEPARTMENTAL										
Capital Outlay :										
	271-94910-CAR06-49999	KPB EMERG RESPONSE-PPE-PERSONNEL	0.00	326,296.30	0.00	0.00	0.00	0.00	326,296.30	100.00%
SubTotal : Capital Outlay			0.00	326,296.30	0.00	0.00	0.00	0.00	326,296.30	
SubTotal : 94910 : NON-DEPARTMENTAL			0.00	326,296.30	0.00	0.00	0.00	0.00	326,296.30	
95051 : IMT BASED COSTS										
Personnel :										
	271-95051-CAR06-40110	REGULAR WAGES	0.00	5,380.15	150,318.60	2,736.37	0.00	2,736.37	2,643.78	49.00%
	271-95051-CAR06-40111	SPECIAL PAY	0.00	170.00	170.00	170.00	0.00	170.00	0.00	0.00%
	271-95051-CAR06-40120	TEMPORARY WAGES	0.00	35,775.50	46,071.06	35,775.50	0.00	35,775.50	0.00	0.00%
	271-95051-CAR06-40130	OVERTIME WAGES	0.00	82,130.20	150,209.77	82,130.20	0.00	82,130.20	0.00	0.00%
	271-95051-CAR06-40210	FICA	0.00	8,884.38	25,746.20	8,884.38	0.00	8,884.38	0.00	0.00%
	271-95051-CAR06-40221	PERS	0.00	18,302.65	64,313.10	18,302.65	0.00	18,302.65	0.00	0.00%
	271-95051-CAR06-40321	HEALTH INSURANCE	0.00	27,518.00	56,974.73	27,518.00	0.00	27,518.00	0.00	0.00%
	271-95051-CAR06-40322	LIFE INSURANCE	0.00	3.26	153.10	0.87	0.00	0.87	2.39	73.00%
	271-95051-CAR06-40410	LEAVE	0.00	126.95	13,177.51	96.30	0.00	96.30	30.65	24.00%
	271-95051-CAR06-40511	OTHER BENEFITS	0.00	0.00	128.42	0.00	0.00	0.00	0.00	0.00%
SubTotal : Personnel			0.00	178,291.09	507,262.49	175,614.27	0.00	175,614.27	2,676.82	
Supplies :										
	271-95051-CAR06-42210	OPERATING SUPPLIES	0.00	82,194.27	72,179.37	59,329.25	0.00	59,329.25	22,865.02	28.00%
	271-95051-CAR06-42410	SMALL TOOLS & EQUIPMENT	0.00	9,618.45	9,914.49	9,433.81	0.00	9,433.81	184.64	2.00%
SubTotal : Supplies			0.00	91,812.72	82,093.86	68,763.06	0.00	68,763.06	23,049.66	
Services :										

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	271-95051-CAR06-43011	CONTRACTUAL SERVICES	0.00	14,139.30	46,658.12	10,773.30	0.00	10,773.30	3,366.00	24.00%
	271-95051-CAR06-43019	SOFTWARE LICENSING	0.00	8,711.93	8,711.93	8,711.93	0.00	8,711.93	0.00	0.00%
	271-95051-CAR06-43110	COMMUNICATIONS	0.00	8.04	8.04	8.04	0.00	8.04	0.00	0.00%
	271-95051-CAR06-43210	TRANSPORT/SUBSISTENCE	0.00	2,653.35	5,917.97	2,647.41	0.00	2,647.41	5.94	0.00%
	271-95051-CAR06-43310	ADVERTISING	0.00	15,000.00	3,639.00	3,639.00	0.00	3,639.00	11,361.00	76.00%
	271-95051-CAR06-43810	RENTS AND OPERATING LEASES	0.00	2,221.00	221.00	221.00	0.00	221.00	2,000.00	90.00%
SubTotal : Services			0.00	42,733.62	65,156.06	26,000.68	0.00	26,000.68	16,732.94	
Capital Outlay :										
	271-95051-CAR06-48311	MACHINERY & EQUIPMENT	0.00	65,277.92	65,277.92	65,277.92	0.00	65,277.92	0.00	0.00%
	271-95051-CAR06-48710	MINOR OFFICE EQUIPMENT	0.00	3,522.15	3,522.12	3,522.12	0.00	3,522.12	0.03	0.00%
	271-95051-CAR06-48760	MINOR FIRE FTG EQUIPMENT	0.00	7,071.75	7,071.75	7,071.75	0.00	7,071.75	0.00	0.00%
SubTotal : Capital Outlay			0.00	75,871.82	75,871.79	75,871.79	0.00	75,871.79	0.03	
SubTotal : 95051 : IMT BASED COSTS			0.00	388,709.25	730,384.20	346,249.80	0.00	346,249.80	42,459.45	
95052 : PPACT BASED COSTS										
Personnel :										
	271-95052-CAR06-40110	REGULAR WAGES	0.00	419.77	2,266.24	419.77	0.00	419.77	0.00	0.00%
	271-95052-CAR06-40210	FICA	0.00	2,433.19	4,656.86	2,433.19	0.00	2,433.19	0.00	0.00%
	271-95052-CAR06-40221	PERS	0.00	7,080.78	13,475.67	7,080.78	0.00	7,080.78	0.00	0.00%
	271-95052-CAR06-40321	HEALTH INSURANCE	0.00	11,001.62	20,656.74	11,001.62	0.00	11,001.62	0.00	0.00%
	271-95052-CAR06-40322	LIFE INSURANCE	0.00	45.68	90.80	45.68	0.00	45.68	0.00	0.00%
	271-95052-CAR06-40410	LEAVE	0.00	5,228.59	8,378.83	5,228.59	0.00	5,228.59	0.00	0.00%
	271-95052-CAR06-40413	COVID LEAVE EXPENSE	0.00	32,953.83	55,222.08	32,953.83	0.00	32,953.83	0.00	0.00%
	271-95052-CAR06-40511	OTHER BENEFITS	0.00	0.00	7,774.51	0.00	0.00	0.00	0.00	0.00%
SubTotal : Personnel			0.00	59,163.46	112,521.73	59,163.46	0.00	59,163.46	0.00	
Supplies :										
	271-95052-CAR06-42250	UNIFORMS	0.00	22.67	22.67	22.67	0.00	22.67	0.00	0.00%
SubTotal : Supplies			0.00	22.67	22.67	22.67	0.00	22.67	0.00	
Services :										
	271-95052-CAR06-43110	COMMUNICATIONS	0.00	47.68	47.68	47.68	0.00	47.68	0.00	0.00%
SubTotal : Services			0.00	47.68	47.68	47.68	0.00	47.68	0.00	
SubTotal : 95052 : PPACT BASED COSTS			0.00	59,233.81	112,592.08	59,233.81	0.00	59,233.81	0.00	

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
95053 : EMS COSTS BASED ON PPACT PARAMETERS										
Personnel :										
	271-95053-CAR06-40110	REGULAR WAGES	0.00	166.38	291.72	166.38	0.00	166.38	0.00	0.00%
	271-95053-CAR06-40210	FICA	0.00	2,227.10	2,587.95	2,227.10	0.00	2,227.10	0.00	0.00%
	271-95053-CAR06-40221	PERS	0.00	6,664.24	7,701.96	6,664.24	0.00	6,664.24	0.00	0.00%
	271-95053-CAR06-40321	HEALTH INSURANCE	0.00	9,079.71	11,061.17	9,079.71	0.00	9,079.71	0.00	0.00%
	271-95053-CAR06-40322	LIFE INSURANCE	0.00	38.33	46.04	38.33	0.00	38.33	0.00	0.00%
	271-95053-CAR06-40410	LEAVE	0.00	4,708.87	5,558.11	4,708.87	0.00	4,708.87	0.00	0.00%
	271-95053-CAR06-40413	COVID LEAVE EXPENSE	0.00	30,291.99	35,008.89	30,291.99	0.00	30,291.99	0.00	0.00%
	271-95053-CAR06-40511	OTHER BENEFITS	0.00	0.00	11.41	0.00	0.00	0.00	0.00	0.00%
SubTotal : Personnel			0.00	53,176.62	62,267.25	53,176.62	0.00	53,176.62	0.00	
SubTotal : 95053 : EMS COSTS BASED ON PPACT PARAMETERS			0.00	53,176.62	62,267.25	53,176.62	0.00	53,176.62	0.00	
95054 : OTHER LEAVE/NONWORKING COSTS										
Personnel :										
	271-95054-CAR06-40110	REGULAR WAGES	0.00	84,324.35	120,186.80	84,324.35	0.00	84,324.35	0.00	0.00%
	271-95054-CAR06-40210	FICA	0.00	6,180.39	10,916.01	6,180.39	0.00	6,180.39	0.00	0.00%
	271-95054-CAR06-40221	PERS	0.00	18,231.45	30,763.00	18,231.45	0.00	18,231.45	0.00	0.00%
	271-95054-CAR06-40321	HEALTH INSURANCE	0.00	26,615.42	43,894.67	26,615.42	0.00	26,615.42	0.00	0.00%
	271-95054-CAR06-40322	LIFE INSURANCE	0.00	115.35	194.52	115.35	0.00	115.35	0.00	0.00%
	271-95054-CAR06-40410	LEAVE	0.00	13,612.87	49,107.27	13,612.87	0.00	13,612.87	0.00	0.00%
	271-95054-CAR06-40511	OTHER BENEFITS	0.00	0.00	106.63	0.00	0.00	0.00	0.00	0.00%
SubTotal : Personnel			0.00	149,079.83	255,168.90	149,079.83	0.00	149,079.83	0.00	
Services :										
	271-95054-CAR06-43110	COMMUNICATIONS	0.00	62.34	62.34	62.34	0.00	62.34	0.00	0.00%
SubTotal : Services			0.00	62.34	62.34	62.34	0.00	62.34	0.00	
SubTotal : 95054 : OTHER LEAVE/NONWORKING COSTS			0.00	149,142.17	255,231.24	149,142.17	0.00	149,142.17	0.00	
95055 : UNEMPLOYMENT INSURANCE										
Personnel :										
	271-95055-CAR06-40511	OTHER BENEFITS	0.00	0.00	12,209.27	0.00	0.00	0.00	0.00	0.00%
SubTotal : Personnel			0.00	0.00	12,209.27	0.00	0.00	0.00	0.00	
SubTotal : 95055 : UNEMPLOYMENT INSURANCE			0.00	0.00	12,209.27	0.00	0.00	0.00	0.00	


Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
95056 : REMOTE TECHNOLOGY										
Services :										
	271-95056-CAR06-43019	SOFTWARE LICENSING	0.00	51,003.90	44,203.60	44,203.60	0.00	44,203.60	6,800.30	13.00%
SubTotal : Services			0.00	51,003.90	44,203.60	44,203.60	0.00	44,203.60	6,800.30	
Capital Outlay :										
	271-95056-CAR06-48120	OFFICE MACHINES	0.00	26,780.59	26,780.59	26,780.59	0.00	26,780.59	0.00	0.00%
	271-95056-CAR06-48311	MACHINERY & EQUIPMENT	0.00	8,109.00	8,109.00	8,109.00	0.00	8,109.00	0.00	0.00%
	271-95056-CAR06-48710	MINOR OFFICE EQUIPMENT	0.00	169,366.51	158,413.36	158,413.36	600.13	159,013.49	10,353.02	6.00%
SubTotal : Capital Outlay			0.00	204,256.10	193,302.95	193,302.95	600.13	193,903.08	10,353.02	
SubTotal : 95056 : REMOTE TECHNOLOGY			0.00	255,260.00	237,506.55	237,506.55	600.13	238,106.68	17,153.32	
Total Expenditures			0.00	1,231,818.15	1,410,190.59	845,308.95	600.13	845,909.08	385,909.07	

KENAI PENINSULA BOROUGH

Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 

DATE: July 20, 2021

SUBJECT: **FY21-4Q Economic Development Grant Reports**

Attached are the grant reports for the following entities:

KPEDD – Kenai Peninsula Economic Development District

KPTMC – Kenai Peninsula Tourism Marketing Council

SBDC – Small Business Development Center



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599

PHONE: (907) 714-2153 • FAX: (907) 714-2377

EMAIL: bahlberg@kpb.us

FROM: KPEDD
KPB ACCOUNT: 100.94900.KPEDD.43009

Contract Amount: \$100,000
Ending: June 30, 2021

Financial / Progress Report

Submit Report To:

Brenda Ahlberg

Community & Fiscal Projects Manager

Kenai Peninsula Borough

144 N. Binkley St., Soldotna, AK 99669

Project Name: Non-Areawide KPB Economic Development

Date: 07/06/2021

Report No.: 4 of 4

Quarter From: 04/01/2021

To: 6/30/2021

FINANCIAL REPORT:

FINAL REPORT DUE ON OR BEFORE 07/09/21

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	100,000	75,000.00	25,000.00	100,000.00	\$ -
		-		-	\$ -
TOTALS	\$ 100,000.00	75,000.00	\$ 25,000.00	\$ 100,000.00	\$ -

Payment Request

\$ 25,000.00

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Please see the attached FY21 year-end report.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: _____

Date: _____

Printed Name and Title: _____

Tim Dillon, Executive Director

Kenai Peninsula Economic Development District

100.94900.KPEDD.43009

FY21 Year-End Report

1. The Kenai Peninsula Economic Development District (KPEDD) assisted 750 businesses seeking financial assistance through the AK CARES Grant by providing information on the program, technical assistance, aid in application completion, and through the appeal process. The Executive Director, Tim Dillon, wrote and advocated for regulation changes in the program that had inhibited businesses (such as commercial fishermen) from applying. The Kenai Peninsula received \$49,692,654 in financial assistance with 1,041 approved applications. KPEDD also advised all six of the incorporated communities on establishing individual grant programs with the municipality relief funds they received in order to provide additional support for local businesses.
2. Data for the Situations and Prospects was updated on the KPEDD website (www.kpedd.org) to provide a complete and accurate view of the Kenai Peninsula's economy over a five-year timeline. Datasets include population and aging demographics, education, housing, cost of living, tourism, fishing, construction, oil and gas, personal prosperity, business prosperity, industry spotlights, borough and community highlights, and more.
3. Public engagement for the Comprehensive Economic Development Strategy began January 6th during the Economic Future Forum. Incorporated and unincorporated communities have been integrated into the plan through in-person discussions, online forums, break-out sessions, online surveys, and email blasts disbursed through each Chamber of Commerce. The total number of regional participants was over 1,500. The updated plan was open for public comment for 30 days, was approved on June 17th, and is currently available on the KPEDD website. The CEDS provides an overview of human capital, geography, community development, quality of life, infrastructure, business development, rising, mature, watch-list and challenged industries. It also assesses the strengths, weaknesses, threats, and opportunities for the Kenai Peninsula.
4. The Economic Future Forum was held online on January 6th in place of the usual Industry Outlook Forum. The event provided important background information of the region, economic updates on demographic and industry changes, gave KPEDD project highlights, and allowed space for open discussion to weigh priorities. There were 98 registered attendees who provided broad representation of the Kenai Peninsula. A few notable attendees included the office of Senator Lisa Murkowski, Chugach Alaska

Corporation, Qutekcak Native Tribe, Native Village of Tyonek, Kenaitze Indian Tribe, Seldovia Village Tribe, U.S. Department of Veteran Affairs, Alaska Railroad, Homer Electric Association, and Northern Economics.

5. The UAA Manufacturing Extension Program video is in the final stages of editing and will be available on the Anchorage and Girdwood travel channels, through the Chamber of Commerce, YouTube, the KPEDD website, and through KPEDD's partners in the coming week. The video features resources available to manufacturers and create a call-to-action for businesses looking to expand or move to the Kenai Peninsula. Featured resources will include cost reduction techniques, increasing manufacturing capacity, and identifying new markets.
6. KPEDD reached out to Tribes, incorporated and unincorporated communities during the reporting period to identify projects potentially eligible for the EDA Public Works and Economic Adjustment Assistance Program. The City of Soldotna is currently pursuing a downtown renovation project that would create jobs, encourage private investment, support local entrepreneurs, increase tourism, and further diversify the local economy.
7. During the reporting period, KPEDD worked with the Alaska Fish Nutrition project team to locate sources of funding, investors, product markets, and industry partners. The specialized equipment created by two entrepreneurs utilizes salmon waste through a dehydration techniques that preserves the cellular structure of the salmon to retain its nutritional value. This process would provide necessary nutrients during natural disasters, in developing countries, and in communities without a reliable food supply. The equipment could also be used to preserve other goods, such as second-stem peonies, to create new products and additional non-seasonal jobs.
8. The KPEDD team also participated in discussions with the State of Alaska, Denali Commission, Kenai Peninsula Borough, and various federal agencies concerning broadband infrastructure development, infrastructure locations, sources of funding, communities with the greatest need, partners, and the economic impacts of broadband improvements. Discussions are ongoing.
9. KPEDD met with the Alaska Regional Development Organizations from around the state, the Denali Commission, the State of Alaska, and the EDA to share opportunities for economic development, support for mariculture programs, curriculum development through online platforms, and funding sources for infrastructure improvements.
10. KPEDD made presentations to the Borough, cities, and chambers to share available resources, programs, and KPEDD projects. These presentations have allowed direct communication with residents seeking information and sharing concerns.

11. A YouTube Channel has been created and features speakers sharing industry changes, regional resources and projects, information on emerging technologies, and changes in their sector. The presentations will be structured similar to TED Talk and a new video will be posted each month.
12. After the approval of the EDA Resiliency Plan and RLF Expansion Grant, KPEDD began structuring each of the plan's sections listed below.
 - SWOT analysis that clearly defines the economic challenges, deficiencies and vulnerabilities to anticipate risks and economic effects prior to the next natural disaster.
 - Pre-disaster recovery plan that defines key stakeholders, roles, actions, and responsibilities.
 - Create a collection of resources (especially financial resources) of private, local, state and federal tools for economic recovery for residents, businesses, and communities.
 - Promote business continuity and preparedness to ensure businesses understand their vulnerabilities to economic disruptions and prepare to take action to resume operations after an event.
 - Outline KPEDD's role to respond to external inquiries and act as a grant administrator in some cases for federally funded recovery initiatives and information dissemination in partnership with the Kenai Peninsula Borough, State of Alaska, and Federal Agencies.
 - Identify targeted development initiatives of emerging clusters and industries that build on the region's unique assets to provide stability in downturns and sudden disasters.
 - Encourage, promote, and expand current processes for regular communication, monitoring and updating business community needs and issues to be used post-event.
 - Determine measurements for economic resiliency through regional economic diversification and applicable regional data.

An Administrative Plan for the new Revolving Loan Fund has been written and submitted to the EDA, application documents are currently being added to an online platform to allow for online submission through the KPEDD website, staff have completed the EDA's required fraud awareness training, and bond coverage has been requested.

13. In partnership with the Kenai Peninsula Borough, Economic Development Administration, and the Denali Commission; KPEDD built a workforce development website (www.KenaiPeninsulaWorkforce.org) that features a list of the top 40 jobs on the Peninsula, apprenticeship and training programs; GED prep and testing sites; scholarships for each leading industry; list of leading industries in the region and their respective training requirements and wages; resume builder support; disability, veteran, and employer services; a career finder test; and an embedded link to search jobs in the region. The site was developed with broad regional participation and will be utilized by the school district to guide students to resources and training programs, by the Department of Labor to identify regional programs and retraining needs, by Kenai Peninsula businesses to train and grow their workforce, and by public and educational organizations to reduce redundant programs.
14. Complete Count Committee meetings were held by KPEDD during the 2021 fiscal year. Census updates, dissemination and marketing methods, as well as individual member

responsibilities were discussed at meetings to prepare incorporated and unincorporated communities for the 2020 Census. KPEDD worked to encourage broader participation and allow greater access to federal and state funding for health care, community development, housing, education, transportation, social services, employment, and other programs. In 2010, each participant equated to approximately \$2,959 in federal funding opportunities for the State of Alaska.

15. During the 2021 fiscal year, KPEDD worked with local lending institutions to assist eligible businesses in the Kenai Peninsula Borough through microloans up to \$25,000. Funding assistance provides capital for start-ups, equipment, and seasonal bridges.
16. The Business Incubation Center continued to provide support for tenants and local businesses. Staff supported new and expanding business through consultation, technical assistance, advocacy, office space, and/or through partnership opportunities.
17. Lastly, KPEDD supported the Kenai Peninsula Construction Academy to offer six-week courses in various skilled-trades including electrical, welding, carpentry, plumbing, small engine repair, roustabout training, and diesel mechanics. Courses were offered free of charge and students were connected with apprenticeship programs and employers.



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599

PHONE: (907) 714-2153 • FAX: (907) 714-2377

EMAIL: bahlberg@kpb.us

FROM: KPTMC

KPB ACCOUNT: 100.94900.KPTMC.43021

Contract Amount: \$60,000

Ending: June 30, 2021

Financial / Progress Report

Submit Report To:

Brenda Ahlberg

Community & Fiscal Projects Manager

Kenai Peninsula Borough

144 N. Binkley St., Soldotna, AK 99669

Project Name: Tourism Marketing/Peninsula Promotion

Date: July 9, 2021

Report No.: 4

Quarter From: April 1, 2021

To: June 30, 2021

FINAL REPORT DUE ON OR BEFORE JULY 09, 2021

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	\$ 2,700.00	\$ 1,448.59	\$ 606.30	\$ 2,054.89	\$ 645.11
Adv/Marketing	\$ 57,300.00	\$ 26,012.42	\$ 32,994.44	\$ 59,006.86	\$ (1,706.86)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 60,000.00	\$ 27,461.01	\$ 33,600.74	\$ 61,061.75	\$ (1,061.75)

Payment Request

\$ 32,538.99

: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

KPTMC ORGANIZATION UPDATE: In April of 2021, the KPTMC Board of Directors accepted the resignation of Debbie Speakman, who had been filling the role of Executive Director since fall of 2019. Debbie's resignation gave the KPTMC BOD an opportunity to re-asses how to best invest the remainder of the FY21 KPB Tourism and Promotion funding, to have the greatest impact on visitation to The Kenai for this summer.

Time was of the essence. The pandemic destroyed Alaska's 2020 summer tourism season, shut down hundreds of Kenai Peninsula based companies and put thousands of Alaskans out of work. In the spring of 2021, Alaska was quickly gaining a reputation for high vaccination rates, as well as being a Covid-safe travel destination. KPTMC was positioned to mobilize resources to aggressively market The Kenai as a destination and breathe new life into the 2021 tourist season, but without a Director, we needed a partner to execute an effective campaign.

To this end, we hired Anchorage-based communications firm MSI Communications to write, design and produce an in-state and national destination marketing campaign for the Kenai Peninsula.

Acknowledged; over reported expenditures.

Simply stated, there is no other agency with the broad depth of tourism-marketing and PR expertise as MSI Communications. From Ted Stevens Anchorage International Airport's "Safe Travels" campaign and the airport's new vaccination program. Other current tourism clients include Visit Anchorage's "Urban and Wild" national campaign to Alaska Airlines Club 49 statewide, multi-media campaign to to Kenai River Sport Fishing Association's "Reel Alaska" campaign to CLIA Alaska's trade-industry statewide advocacy efforts, MSI's clients keep them engaged with national consumer travel trends, travel research and America's changing marketplace.

ADVERTISING METHODS AND PLATFORMS

We launched two campaigns within weeks of securing MSI Communications as our agency. We allocated 25% of the budget to instate media placement and 75% to national target audiences.

STEP ONE: Kenaipeninsula.org website updated

KPTMC's scope with the KPB identified digital media as our primary marketing vehicle. For this to be effective, we invested in updating the functionality of the website. A digital ad is only effective if it leads a potential visitor to more information and booking tools so they can plan their 2 -3 week stay.

STEP TWO: "Come out and Play" Digital campaign for instate travelers

The Kenai is Alaska's playground. This digital ad campaign targeted residents from Anchorage to Fairbanks with the message to spend time on the Kenai Peninsula. These ads ran as static, video and animated digital ads in multiple sizes. Photos represent the ten most popular activities.



STEP TWO: "Get In It" digital campaign for national market

This campaign was designed specifically with a creative strategy to get noticed quickly on a busy web page. Moving images, unique sizes, bright colors. With our short timeline, we needed to get noticed and needed to entice travelers Alaska is a covid-safe destination and offers the adventure of a lifetime – this summer. The animated ads use still photography and an inviting message to "Get near it. Get on it. Get in it." Each ad will features photography that features individual's representative of our potential travel audience. i.e. Soft adventure, foodies, active seniors.



STEP THREE: Search Engine Marketing, Google ad words and programmatic digital buys using a variety of effective targeting methods such as geo-targeting, geo-fencing and affinity audience remarketing continue to be key to our online marketing success. We are tapping into pent-up demand and convince travelers that Alaska is safe to visit. We are reaching COVID-weary Americans with the message that a trip to The Kenai, is safe, fun for the family – and a fantastic adventure.

RESULTS:

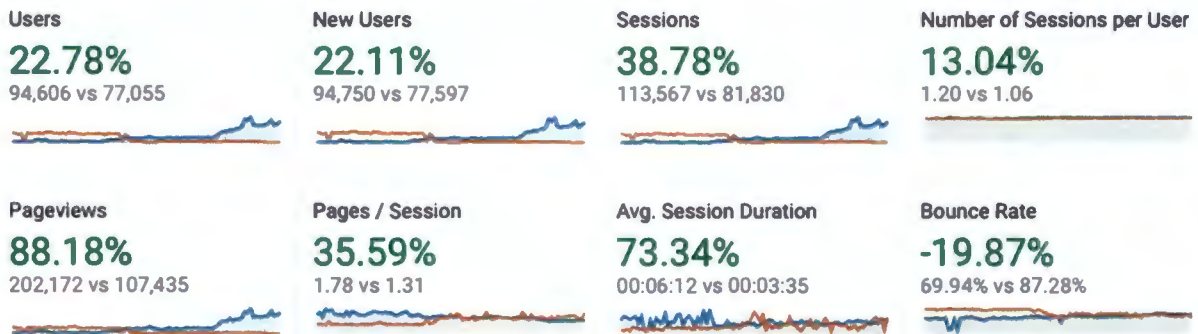
Website Traffic: Apr - Jun 2021 vs. 2020

- Website sessions (visits) increased 739.8%



Website Traffic: Apr - Jun 2021 vs. 2019

- Note: Comparing the 4th quarter of 2021 to the 4th quarter of the last normal year



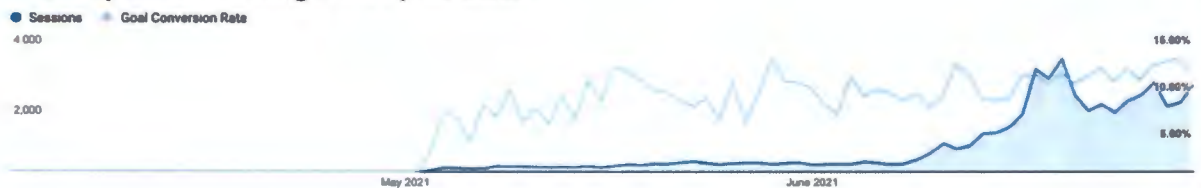
Google Analytics Goal Completions

- April - June: Viewed Guide Request, Over 3.5 Minutes on site, Requested Guide



Display Campaign:

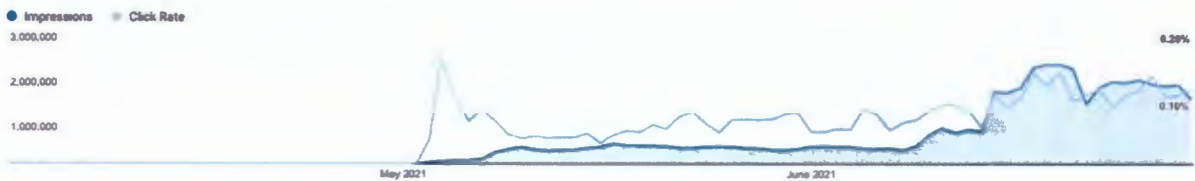
- April - June Google Analytics Data



Ad Size	Users	Sessions	Bounce Rate	Pages / Session	Conv. Rate	Goal Completions
728x90	18,784	22,911	86.01%	1.23	8.57%	1,963
300x250	18,192	22,181	80.31%	1.31	11.08%	2,458
Totals	36,976	45,092	83.20%	1.27	9.80%	4,421

Display Campaign:

- Targeting included the Continental United States (Alaska and Hawaii excluded).
- Display ads targeted web content which matched Travel & Transportation and Alaska categories.
- Audience targeting utilized Google Affinity and In-Market travel audiences and Google intelligence targeting expansion (similar audience targeting expansion)



Impressions
45,150,097

Clicks
41,984

Click Rate
0.09%

Google Ads: Paid Search

- Paid Search Example Ad with Image Ad Extensions

Preview

Ad - www.kenaipeninsula.org

Alaska Vacation Packages | Explore the Kenai Peninsula

Located South of Anchorage, the Kenai is the Place for Glaciers, Wildlife and Adventure. Get Your Free Official Guide to the Kenai...



6 extensions

Show an image of your product or services

- Mobile Device Ad Preview

Preview



Ad - www.kenaipeninsula.org/

Alaska's Playground | Kenai Peninsula Tourism | Places to Visit in Alaska

See Glaciers, Go Bear Viewing or Catch a Salmon. Plan your Trip with Our Official Guide. Check Off your Alaska Bucket List Items on the Kenai Peninsula. Plan your Trip Today!

Facebook Come Out and Play Campaign

- April – June. Boosted Posts targeting Anchorage, Mat-Su Valley, and Fairbanks

Boosted Post	Reach	Impressions	Post Reactions	Post Comments	Post Shares	Link Clicks
Come Out and Play Post 2	37,646	72,003	82	4	13	335
Come Out and Play Post 3	14,812	33,005	80	4	14	44
Come Out and Play Post 4	32,089	61,767	1,387	16	105	39
Come Out and Play Post 5	28,024	49,715	1,076	17	40	48
Come Out and Play Post 6	34,008	65,925	1,590	20	86	54
Come Out and Play Post 7	25,082	50,518	1,405	12	50	21
Come Out and Play Post 8	23,064	43,663	1,371	11	75	43
Totals	106,499	376,596	6,991	84	383	584

The Kenai, Alaska's Playground
Sponsored

Love the feel of sand between your toes? Make it a beach weekend on #TheKenai - Alaska's Playground. Get beach-friendly ...See More




Roamary ... 44 Comments 94 Shares

Like Comment Share

- Jeffrey Simon Frozen toes! a month ago
- Samartha Colvin Sage Oh Yes will be doing that and next week!! Looking forward to a great day and cruise!! a month ago
- Justine Harrington Samartha Colvin Sage ooh where is the cruise going? I live in Kenai a month ago
- Donald Kilbuck Birds are Chirping Good Morning! a month ago
- Michelle Roeselez yeehaw a month ago
- Marty Wells I will try the Beach tomorrow a month ago
- Beetle L Burleson AK kids are tough and swim in the water a month ago
- Lily Bean Ya never know who you will see on the beach :) a month ago
- Craig Nelson Maybe a mermaid Lily? a month ago
- Lily Bean

The Kenai, Alaska's Playground
Sponsored

Share your catch with your catch on #TheKenai. River-hop and find your spot in Alaska's playground, guided or on ...See More



Lana Ass... 16 Comments 76 Shares

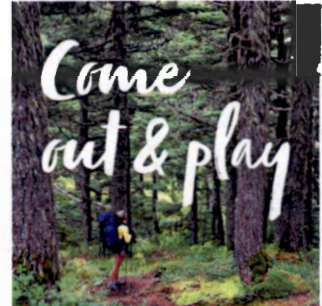
Like Comment Share

- Angel Heart I live here at Fairbanks I want to see Kenai too 16 days ago
- Mary Ann Root Enjoy and share lots of pictures 17 days ago
- Shawn Rogers Ida Lynn Schrader they're talking to YOU :) 17 days ago
- Rozanne Timbes When you coming up Karen Oglesby? 17 days ago
- Karen Oglesby Rozanne Timbes not this year, with a move in the next few weeks we can't get away. 17 days ago
- Rozanne Timbes Be safe, be careful, especially, enjoy! Grant says hello! 17 days ago
- Karen Oglesby Rozanne Timbes give him my love. 17 days ago
- Matt Gauthier I'm up here now and will be on the Kenai fishing this week. 17 days ago
- Marybay Hefty I live in this beautiful world of Alaska 19 days ago
- Mark Terry Durham How can we come out and kayak, there are no vehicles to rent when we fly in! 20 days ago
- Greg Hall Today! 20 days ago
- Jennifer Woldstad Wood Kenai is a beautiful playground and a wonderful place to live. Come on Chris take a chance and come visit I have an extra room 21 days ago
- Sandra Nelson

Campaign Findings

- The display and paid search campaigns generated 75% of all website sessions, April – June (85,274 out of 113,567 total sessions).
- The performance of the display and search campaigns targeting the continental United States was exceptional in our experience, capitalizing on the pent-up demand of people eager to travel. Both campaigns beat the average click through rates (CTR) for display (0.06%) and Google Ads CPC (4.68% within travel).
- The boosted posts on Facebook reached 106,499 Alaskans with the Come Out and Play in-state campaign. It achieved the in-state campaign goal of increasing awareness and driving engagement with the brand on Facebook.

 The Kenai, Alaska's Playground ...
Go off the grid and reconnect with the great outdoors on #TheKenai. #ComeOutAndPlay
www.kenaipeninsula.org



Moving Forward:

Although KPTMC does not have a current agreement with the KPB to conduct tourism marketing on its behalf, we secured a tourism marketing grant with the State of Alaska for \$400,000 in June. We will continue to aggressively promote The Kenai to the benefit of all residents in the Borough, and look forward to engaging with both the Borough Administration and Assembly about potential partnerships in the future.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: 

Date: 7-9-2021

Printed Name and Title: Shanon Davis, KPTMC BOD Vice-President



**Alaska Small Business
Development Center**

UAA BUSINESS ENTERPRISE INSTITUTE

Kenai Peninsula

**Alaska Small Business Development Center
1901 Bragaw St., Ste. 199
Anchorage, AK 99508
(907) 786-7201**

FY 2021

**Fourth Quarter Report
April 1, 2021 through June 30, 2021**

Note from the Center Director: Cliff Cochran, Kenai Peninsula Center

The Kenai Peninsula Center for the Alaska SBDC completed its fourth quarter of FY 2021, providing assistance to businesses in need of COVID-19 relief and others gearing up for what has become a busy summer. Business advising has tapered off, as is typical during most summers, but we continue to provide a steady stream of support to local businesses. Even though COVID-19 support was our top topic for a fifth consecutive quarter, it continued to decrease in proportion to the total amount of advising provided. As tourist season has launched on the peninsula, nearly all clients have reported this summer to be one of their busiest.

During the fourth quarter, the SBDC provided strong business advising support to clients across the Kenai Peninsula. With a second advisor on our team this year, the center provided more hours of support during the quarter than the previous fourth quarter, even though that was right at the start of the pandemic. During the quarter, the SBDC provided support to nearly 500 jobs, many of which were preserved through timely guidance on the Paycheck Protection Program. When PPP funding lapsed with conventional lenders on May 4, the SBDC connected local business owners to a community development financial institution with funds still available. This provided a lifeline that one business owner reported saved their business. In addition to working closely with small business owners, the Center Director collaborated with our congressional offices to ensure federal programs would meet local needs.

As demand for Alaska SBDC services has grown on the peninsula, so has our staff. We added Robert Green as a business advisor in Homer last summer and he has experienced success. He has fit in very well with the SBDC and as a result of his hard work in the south peninsula area, more businesses in Homer have worked with the SBDC than any other peninsula city the past year. The Alaska SBDC reached out to the City of Homer to obtain funding in support of his position, as CARES Act funds are set to run out this fall, but Homer was not able to assist at this time. We are still in talks with the Seward Chamber of Commerce to add a business advisor back into that community, with the support of local funding. We will continue to work with Homer and Seward to obtain local support for positions in those communities.

The Alaska SBDC continues to maintain our online [COVID-19 Resource Center](#), where business owners can find the latest updates for American Rescue Plan Act programs and more. In addition to COVID-19 relief material, the SBDC offered dozens of webinars on a wide array of subjects, harnessing both in-house expertise and professional adjuncts. During the quarter, the SBDC focused more intentionally on developing and deploying on-demand workshops, offering over 70 this quarter. These on-demand topics include, but are not limited to, LLCs in Alaska, Engaging Social Media, Developing a Marketing Strategy, How to Get a Business License, and many more.

The need for business advising services is at an all-time high on the Kenai Peninsula and we are pleased to be at the center of it. We are actively working with small business owners and entrepreneurs in every part of the Kenai Peninsula, from parcels adjacent to the “Y” in Soldotna to the remote reaches of Halibut Cove. We greatly appreciate the support provided by the Kenai Peninsula Borough for FY21 and we will continually strive to be an outstanding resource for business owners across the peninsula.

At a Glance: Kenai Peninsula FY21 Q4 (Apr 1, 2021 - Jun 30, 2021)**Number of Clients Advised**

Current Quarter: 94

FY 2021: 250

Jobs Created by Clients

Current Quarter: 14

FY 2021: 120

Business Starts

Current Quarter: 8

FY 2021: 28

Capital Infusion

Current Quarter: \$830,567

SBA Loans: \$230,567

Non-SBA Loans: \$300,000

Non-Debt Financing: \$300,000

FY 2021: \$9,929,083

Alaska SBDC Kenai Peninsula Center Activity – Historical Comparison

	FY 2020 Q3 1/1/20 - 3/31/20	FY 2020 Q4 4/1/20 - 6/30/20	FY 2021 Q1 7/1/20 - 9/30/20	FY 2021 Q2 10/1/20 - 12/31/20	FY 2021 Q3 1/1/21 - 3/31/21	FY 2021 Q4 4/1/21 - 6/30/21
New business created	8	4	7	5	8	8
Jobs created	22	17	8	89	6	14
Loans (in dollars)	\$665,800	\$4,517,588	\$4,193,063	\$150,000	\$2,566,977	\$530,567
Total capital (loans + equity)	\$665,800	\$4,631,308	\$4,590,563	\$1,054,225	\$3,453,728	\$830,567
New clients	35	20	13	14	30	32
Total clients	96	125	116	94	111	94
Total advising hours	278.74	288.37	169.23	180.48	400.73	298.09

COVID-19 Impact: Kenai Peninsula (Mar 9, 2020 - Jun 30, 2021)

Capital Infusion:

Current Quarter: \$230,567

Total: \$13,430,091

Clients Assisted:

Current Quarter: 44 clients

Total: 1,702 clients

Jobs Supported:

Current Quarter: 41 jobs

Total: 2,749 jobs

Advising Hours:

Current Quarter: 60 hours

Total: 711 hours

Top 5 Locations Advised:

Homer: 544 clients

Soldotna: 447 clients

Kenai: 303 clients

Seward: 109 clients

Sterling: 59 clients

Top 5 Industries Advised:

Service Establishment: 511 clients

Accommodation and Food Service: 193 clients

Retail: 149 clients

Manufacturer or Producer: 143 clients

Construction: 101 clients

Summary

This special section details COVID-19 support provided by the Alaska SBDC to businesses on the Kenai Peninsula, including figures from the current quarter and since the pandemic reached Alaska in March 2020. During the fourth quarter of FY 2021, the Kenai Peninsula Center Director and Homer Business Advisor provided strong support to business owners and local officials. You may notice a jump in the figures since last quarter. This is because we are reporting the full extent of our reach and not just the work that is reportable to SBA standards. The numbers above show a more complete picture of our impact. In addition to business advising, the SBDC has continued to maintain an online [COVID-19 Resource Center](#), which contains the latest information on COVID-19 relief options in Alaska. Due to changing demands, after 107 live webinars, the SBDC has shifted from scheduled weekly briefings to targeted videos, in order to better meet the needs of our viewers. The Alaska SBDC prides itself on leading the COVID-19 recovery effort on the Kenai Peninsula and throughout Alaska, and we will continue to work closely with business owners to ensure they receive the best service in their time of need.

Clients & Advising at a Glance: Kenai Peninsula FY21 Q4 (Apr 1, 2021 - Jun 30, 2021)

94 Clients by Current Lifecycle

Pre-venture: 26 clients

Startups: 23 clients

In-business: 45 clients

Clients by Industry

Accommodation and Food Service: 22 clients

Service: 11 clients

Retail: 10 clients

Construction: 9 clients

Manufacturer/Producer: 7 clients

Transportation/Warehousing: 7 clients

Agriculture, Forestry, Fishing and Hunting: 6 clients

Healthcare and Social Assistance: 6 clients

Professional, Scientific and Technical: 6 clients

Arts and Entertainment: 5 clients

Administrative and Support: 2 clients

Real Estate, Rental and Leasing: 2 clients

Finance and Insurance: 1 client

Top Areas of Advising

COVID-19 Support: 83 hours

Startup Assistance: 73 hours

Financing: 55 hours

Managing a Business: 31 hours

Buy/Sell a Business: 24 hours

Business Plan: 14 hours

Summary:

Of the 94 entrepreneurs who received advising assistance during the fourth quarter of FY 2021, 26 were in the pre-venture phase, 23 were startups, and 45 were already in business. During the COVID-19 pandemic, the vast majority of businesses working with the SBDC were in-business enterprises, seeking economic relief. However, during the fourth quarter, a sort of normalcy returned for the Kenai Peninsula Center, with nearly equal numbers of pre-venture/startups and firms already in business meeting with the SBDC. It has been encouraging to hear from seasoned clients, who have reported this summer to be as busy, or more so, as summers before the pandemic. Accommodation and food service businesses were the hardest hit by the pandemic, so they topped the list for a fifth straight quarter. As the economy has started to recover, we're noticing a shift in requested assistance. Startup assistance was again the second most advised area during the quarter, just below COVID-19 support. Due to outstanding interest rates on commercial loans, financing was again the next on the list for advising time.

Jobs at a Glance: Kenai Peninsula FY21 Q4 (Apr 1, 2021 - Jun 30, 2021)

New Jobs Overview

14 new jobs
11 clients

New Jobs by Industry

Retail: 3 client (5 jobs)
Service: 3 client (3 jobs)
Manufacturer or Producer: 1 client (2 jobs)
Accommodation and Food Service: 1 client (1 job)
Administrative and Support: 1 client (1 job)
Agriculture, Forestry, Fishing and Hunting: 1 client (1 job)
Arts and Entertainment: 1 client (1 job)

Jobs Supported

464 jobs
1,621 clients

Summary:

During the fourth quarter of FY 2021, 11 clients reported the creation of 14 new jobs on the Kenai Peninsula. It was great to see the greatest number of jobs were created in the top four industries that received business advising from the SBDC during the COVID-19 pandemic. It is good to see the new businesses were not limited to pandemic-friendly business models, with a massage therapy and retail establishment starting during the quarter. The Kenai Peninsula Center again maintained a significant number of jobs supported, due to the high volume of businesses seeking relief from the COVID-19 disaster. During the pandemic, the SBDC has supported all sizes of small businesses, from owner-operator establishments to firms with over 150 employees. Many of the jobs supported by the SBDC were preserved through timely guidance on the Paycheck Protection Program (PPP), which closed during the quarter. There was a flurry of activity when it was announced that lenders ran out of PPP funding on May 4. The SBDC was able to connect business owners with Rural Community Assistance Corporation (RCAC), a community development financial institution (CDFI) with funds available for PPP a couple weeks after the mainstream funding ran out. Several business owners confirmed that RCAC was able to provide them a PPP lifeline when it was thought the funding was gone.

New Clients at a Glance: Kenai Peninsula FY21 Q4 (Apr 1, 2021 - Jun 30, 2021)

32 New Clients by Initial Stage

Pre-ventures: 18 clients
Startups: 5 clients
In-business: 9 clients

32 New Clients by Industry

Accommodation and Food Service: 6 clients
Construction: 4 clients
Retail: 4 clients

Professional, Scientific and Technical: 3 clients
Service: 3 clients
Administrative and Support: 2 clients
Agriculture, Forestry, Fishing and Hunting: 2 clients
Manufacturer or Producer: 2 clients
Transportation and Warehousing: 2 clients
Arts and Entertainment: 1 client
Health Care and Social Assistance: 1 client
Finance and Insurance: 1 client
Real Estate, Rental and Leasing: 1 client

New Clients by Community

Homer: 12 clients
Soldotna: 7 clients
Kenai: 5 clients
Ninilchik: 2 clients
Anchor Point: 1 client
Fritz Creek: 1 client
Kasilof: 1 client
Nikolaevsk: 1 client
Seward: 1 client

Summary:

The Alaska SBDC Kenai Peninsula Center on-boarded 32 new clients during the fourth quarter of FY 2021. For the third straight quarter, there were more new preventure clients than existing business clients. As the economy continues to recover from the COVID-19 pandemic and confidence grows, entrepreneurs from all sectors have been signing up with the Alaska SBDC for assistance. The COVID pandemic resulted in significant achievement by the SBDC on the Kenai Peninsula, and as a result, we have seen increased demand for our services from all areas of the borough. Our new business advisor in Homer, Robert Green, has taken an active role advising in the South Peninsula, so Homer has experienced a marked increase in advising. This was the first quarter since the departure of Bryan Zak, where the most new clients onboarded was in Homer.

New Businesses at a Glance: Kenai Peninsula FY21 Q4 (Apr 1, 2021 - Jun 30, 2021)

Qualifying New-Business Starts: 8

Summary:

An enterprise is considered “in-business” when all required licensing/permitting is acquired, has payroll, acquired debt or equity capital, incurred business expenses, and/or created sales. During the fourth quarter of FY 2021, 8 clients reported the creation of business starts, including three from the service sector, two from retail, and one each from administrative & support, agriculture, forestry, fishing & hunting, and arts & entertainment. These businesses were started in Kenai, Soldotna, Homer, and Kasilof and confirmed their businesses had started during the quarter. As the economy continues to recover from the COVID-19 pandemic, we are expecting to confirm a large number of businesses next quarter.

Workshops

Summary:

Alaska SBDC workshops were attended by 25 Kenai Peninsula residents during the fourth quarter. These classes, offered exclusively online during the COVID-19 pandemic, covered a wide array of subjects and harnessed both in-house expertise and professional adjuncts. The SBDC also provided COVID-19 relief briefings each week, utilizing representatives from the SBA, The Foraker Group, the Alaska Department of Commerce, Community, and Economic Development, and other small business resources and organizations. Each briefing was recorded and made available on the COVID-19 Resource Center. These weekly briefings ended on March 31, 2021, because the dire need for rapid information and updates has lessened. In its place, targeted videos will be produced to assist in funding applications and other necessary information. In FY21, the SBDC Workshop Program focused more intentionally on developing and deploying on-demand workshops, offering 71 this quarter. These on-demand topics include, but are not limited to, COVID-19 specific resources and help. The most popular topics were Starting a Business, Basic Bookkeeping for Entrepreneurs, LLCs in Alaska, Engaging Social Media, How to Get a Business License, and the COVID-19 Informational recordings. International trade was the focal topic for the month of March and there were five new export-related workshops added to the training library.

Client Profiles

Kenai Cache Outfitters: Your Kenai & Russian River Headquarters

In Cooper Landing, Alaska, Kenai Cache Outfitters is the largest tackle shop and fishing guide service with a full-service fly shop. The enthusiastic reviews and inspiring photos for Kenai Cache Outfitters represent a locally owned business that takes pride in excellence in customer service and memorable experiences. That is an element that remained the same as new owners, David and Julie Gaines, worked to purchase the business and live their dream of entrepreneurship.



To make sure that the transition went smoothly, they worked with Cliff Cochran, Alaska SBDC Kenai Peninsula Center Director on the process. They shared, *"When buying, the hardest thing to get approved for is normally the loan. Thankfully we were able to secure the loan, with the help of Cliff Cochran and the SBDC. The help of Cliff sped up the process and made sure we were heading in the*

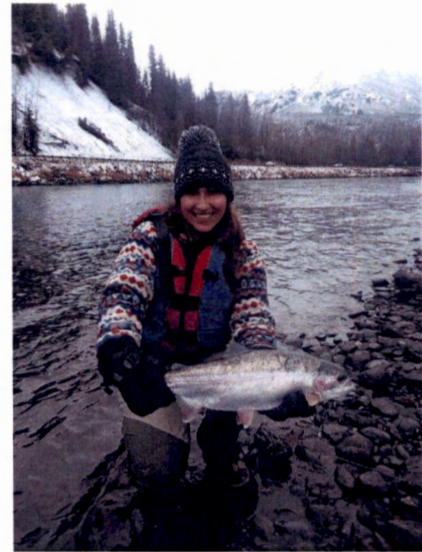
right direction with the loan. Cliff was always there when we needed him, and he answered any questions we had and made sure we were not alone."

Cochran reminisced about the Gaines' journey by sharing, "I've really enjoyed working with David and Julie on their acquisition and subsequent management of Kenai Cache Outfitters. Buying a business can be very stressful, but David and Julie were very patient and calm throughout the entire process and remained so during the COVID pandemic. Having seen David on the business side of things, I know he is the kind of person I'd want my family and friends to be with on a fishing charter."

Kenai Cache Outfitters offers packages for day and multi-day packages to choose from for an incredible outdoor adventure. For an unforgettable fishing experience on the Kenai River, visit the most complete fly shop located on the Kenai Peninsula for all your Alaska fishing needs.

Kenai Cache Outfitters is located on the breathtaking Kenai River Alaska and just around the corner from the world-renowned Russian River Alaska in Cooper Landing, Alaska.

Connect with David and Julie at (907) 595-1401, on [Facebook](#), via [email](#), and at kenaicache.com.




KENAI PENINSULA BOROUGH

Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 

DATE: July 20, 2021

SUBJECT: FY21-4Q Senior Center Grant Reports

The following senior grant reports have been submitted:

- Anchor Point Senior Citizens
- Cooper Landing Senior Center
- Forget-Me-Not Center
- Homer Senior Center
- Kenai Senior Citizens
- Nikiski Senior Citizens
- Ninilchik Senior Center
- Seldovia Senior Center
- Seward Seniors Citizens
- Soldotna Senior Center
- Sterling Area Senior Center

Homer Friendship Center grant closed 12/31/20.



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Anchor Point Senior Citizens, Inc.
Account: 100.62110.ANCSR.43011

Award Amount: \$44,869
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: April 1ST, 2021

End Date: June 30th, 2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 32,789.00	\$ 15,222.79	\$ 17,566.21	\$ 32,789.00	\$ -
Contract Services	\$ 3,451.00	\$ 3,451.00		\$ 3,451.00	\$ -
Equipment	\$ 8,629.00	\$ 4,840.00	\$ 3,789.00	\$ 8,629.00	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 44,869.00	23,513.79	\$ 21,355.21	\$ 44,869.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 21,355.21

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Food Distributed Meals Picked up	Anchor Point, Ninilchik, and Homer residents	26,640 pounds of fish, dairy, fruit, bread 600 meals

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The Anchor Point Senior Center promotes healthy choices along with garden to table products and partnered with farmers and transporters to an over-the-top spin on the CARES TRUST Farm to Table program. The Farm to Family Government program ended in May. During this fourth quarter APSCI was able to continue to distribute food to Anchor Point residents and surrounding communities. Takeout dinners were also brought back on a regular basis along with the choice to dine in for meals.

April distributed 13100 pounds of food

May distributed 12700 pounds of food

June distributed 840 pounds of food

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Roberta Nass Date: July 7, 2021

Printed Name and Title: Roberta Nass Resident BOD



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Cooper Landing Senior Citizens.
Account: 100.621115.00000.43011

Award Amount: \$18,665
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: April 1, 2021

End Date: June 30, 2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Utilities	\$ 2,140.00	\$ 1,098.46	\$ 409.31	\$ 1,507.77	\$ 632.23
Contract Services	\$ 11,000.00	\$ 10,951.95	\$ 3,685.00	\$ 14,636.95	\$ (3,636.95)
Supplies	\$ 2,525.00		\$ 421.64	\$ 421.64	\$ 2,103.36
Insurance	\$ 3,000.00	\$ 1,337.00	\$ 5,121.00	\$ 6,458.00	\$ (3,458.00)
TOTALS	\$ 18,665.00	13,387.41	\$ 9,636.95	\$ 23,024.36	\$ (4,359.36)

Expenditures this period to be reimbursed >>>

\$ 5,277.59

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	0	0
Meals picked up at center	0	0
Transportation	0	0

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Back up documentation for utilities could not be located for the first quarter grant report. I have reduced the utilities on this final report by \$243.06 to account for that missing documentation.
April 1, Shirley Wilmoth, Katie Thomas, and Mona Painter met to discuss the 21-22 CLSCCI budget. April 8, a 12-hour community-wide power outage impact was greatly lessened for Senior Haven residents by the CLSCCI generator. Weekly Friday pinocle sessions hosted by Eagles View residents in Helen Gwin Commons were enjoyed by community seniors. Lease renewal meetings were held in May with Administrative Asst. Jamie Gonzales and members of the CLSCCI board Arden Rankins, Skye High, and Mona Painter. We appreciate Norman Starkey, and Tommy and Cooper Gossard for mowing the lawns.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Sent via email painter@arctic.net 07/07/21 Date: July 6, 2021

Printed Name and Title: Mona Painter, CLSCCI Board Secretary

Acknowledged over reported cost categories; back up on file.

From: Cooper Landing Senior Citizens.
Award Amount: \$18,665

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects

bahlberg@kpb.us

Period of Performance for this Report:

Start Date:

April 1, 2021

End Date:

June 30, 2021



Tommy and
Cooper cutting
Eagles View
lawn.
June 19, 2021



Well-wishers dropped in all day to wish
Jacque Greenman in Ravens View 1
Happy 95th birthday! May 25, 2021



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Frontier Community Services
Account: 100.62195.FTNCO.43011

Award Amount: \$36,282
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: April 1, 2021
End Date: June 30, 2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Transportation	\$ 3,000.00	\$ 2,863.00	\$ 137.00	\$ 3,000.00	\$ -
Senior Events	\$ 3,000.00	\$ 971.47	\$ 2,028.53	\$ 3,000.00	\$ -
Program Supplies	\$ 9,782.00	\$ 4,723.53	\$ 3,901.47	\$ 8,625.00	\$ 1,157.00
FMN Program Assista	\$ 20,500.00	\$ 15,389.00	\$ 5,111.00	\$ 20,500.00	\$ -
TOTALS	\$ 36,282.00	23,947.00	\$ 11,178.00	\$ 35,125.00	\$ 1,157.00

Expenditures this period to be reimbursed >>>

\$ 11,178.00

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Adult Day Services	2,4,5,7	2/5/4/1 (12)
Transportation	4	5

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

At the end of the fourth quarter of FY21, the Forget-Me-Not Adult Day Center was still closed to the public due to Frontier Community Service's vigilance of the Covid-19 virus and its potential effects on the senior population. In lieu of site based services, in-person adult day services, both through small groups and individually, was provided. These services occurred at assisted living homes (in small pods) and in individual's homes to compensate for the closure. Covid-19 telephone check-ins were completed prior to each visit. FMN staff have noticed that clients are more receptive to receiving services as more individuals become immunized and mask mandates relax. FMN staff were able to provide 12 individuals with 304 hours of in-home adult day services. Activities, such as games, crafts, trivia, music, and sensory activities were all preplanned, noting individual preferences. Ongoing feedback from clients is sought regarding activities and used for future planning.

This quarter, two individuals were discharged due to moving out of state and one individual was discharged after moving to long-term care. Excitedly, the program also experienced two new admissions to the program in June. Funding provided by the Kenai Peninsula Borough assisted the FMN program in purchasing craft supplies, activity supplies, snacks, personal protective equipment, and games. In addition, new chairs and a small upholstery shampooer were also purchased in anticipation of the elders returning to the center for services. Transportation funding

title and page number insert

was utilized to bring the activities to the individual's homes and for small outings in the community.

This period outreach was provided with the Central Peninsula Hospital discharge planners and with area senior centers in May and June by the Program Manager. This period we also experienced many changes to the program's personnel. Dani Kebschull, the FMN Program Manager, left the agency after accepting a position with the Soldotna Senior Center as the Program Coordinator for Kenai Peninsula Family Caregiver Support Program. FMN was then reabsorbed under Astrea Piersee the Senior Grants Program Manager and an Activity Coordinator was advertised for and hired to tentatively begin working in July. Additional staff are being advertised for, in anticipation of the center's reopening at the beginning of September. All of the elders have expressed excitement over the potential re-opening of the FMN Center!

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: Amanda Faulkner Date: 7.14.21

Printed Name and Title: Amanda Faulkner, Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Homer Senior Citizens, Inc.
Account: 100.62120.HOMSR.43011

Award Amount: \$132,884.
2020/2021 Senior Grant Program

Submit Report To:
Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report: 4
Start Date: 04/01/2021
End Date: 06/30/2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 48,800.00	\$ 36,368.18	\$ 12,431.82	\$ 48,800.00	\$ -
Supplies	\$84,084	\$ 67,096.12	\$ 16,987.88	\$ 84,084.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 132,884.00	103,464.30	\$ 29,419.70	\$ 132,884.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 29,419.70

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Southern Kenai Peninsula District	3369
Meals picked up at center	Southern Kenai Peninsula District	484
Transportation	Southern Kenai Peninsula District	

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Provided wages for Food Services Department. Meals were served to the senior population and Meals on Wheels program. We serve quality meals that are home cooked and do not use packaged materials.

We served 484 meals in our Congregate Meal program, which includes community members that come to Pick Up a dally lunch instead of eating in the dining room. We served 3,369 Home Delivered Meals, which includes the Meals on Wheels program, those who live in our Assisted Living Facility, and those served due to the inability to leave their homes because of COVID-19. Together we were able to serve 3,853 meals for the quarter.

We completed the install and training staff on Serv-Tracker software to track Congregate Meals, Home Delivered Meals, Adult Day Services participants, and Activities. Our kitchen remodel is complete, and our dining room opened to the public on 06/15/2021 for lunch and dinner meals. We are in the process of reworking our menu to offer a choice of 2 entrees or a chef salad for lunch and dinner along with a side dish and dessert. With the new menu, we will be able to offer hot delicious food to the public while still observing social distancing guidelines.

Now that HSC is reopened, the seniors have been enjoying more outings into the community, games, and arts & crafts. On the 4th of July HSC had a float in the Homer Parade and several seniors were able to attend the event.



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

HSC still observes social distancing, but with the majority of seniors vaccinated, they can enjoy the activities and socializing with no masks. Snacks are provided on the outings and with other senior activities.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: _____ Date: _____

Printed Name and Title: _____



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Kenai Senior Citizens
Account: 100.62130.KENSR.43011

Award Amount: \$169,221
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 04/01/2021

End Date: 06/30/2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 96,456.00	\$ 96,456.00	\$ -	\$ 96,456.00	\$ -
Contractual Services	\$ 28,623.69	\$ 28,623.69	\$ -	\$ 28,623.69	\$ -
Supplies	\$ 44,141.31	\$ 44,141.31	\$ -	\$ 44,141.31	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 169,221.00	169,221.00	\$ -	\$ 169,221.00	\$ -

Expenditures this period to be reimbursed >>>

\$ -

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	PLEASE SEE ATTACHMENT	
Meals picked up at center		
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Attached

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Kathy Romain Date: July 9, 2021

Printed Name and Title: Kathy Romain, Director - Kenai Senior Center

Type of Service	Census District Precinct (CDP)	Number of Individuals
Home Delivered Meals	Funny River	1
	Kalifornsky West	21
	Kalifornsky East	1
	Kasilof (East of Sterling Highway)	8
	Kasilof (West of Sterling Highway)	4
	Kenai	52
	Ridgeway	3
	Nikiski	2
	Salamatof	2
	Soldotna	1
	Sterling Highway South West	2
Pickup Meals (at Center)	Kenai	18
	Nikiski	2
	Salamatof	2
	Funny River	1
Information and Assistance	Funny River	2
	Kalifornsky West	6
	Kasilof (East of Sterling Highway)	7
	Kasilof (West of Sterling Highway)	4
	Kenai	154
	Ridgeway	7
	Nikiski	17
	Salamatof	10
	Soldotna	22
	Sterling Highway South West	6
Exercise Classes	Funny River	1
	Kalifornsky West	9
	Kalifornsky East	4
	Kenai	33
	Nikiski	4
	Salamatof	4
	Sterling	3
	Soldotna	3

	Out of Area	1
Outreach	Kalifornsky East	2
	Kalifornsky West	4
	Kenai	23
Information and Assistance	Funny River	4
	Cooper Landing	1
	Kalifornsky West	38
	Kalifornsky East	13
	Kasilof (East of Sterling Highway)	11
	Kasilof (West of Sterling Highway)	1
	Kenai	161
	Nikiski	11
	Out of Area	5
	Ridgeway	4
	Salamatof	7
	Soldotna	14
	Sterling	6
	Sterling Highway South East	4
	Sterling Highway South West	1
Shopping Assistance	Kenai	7
Assisted Transportation (Medical)	Kenai	3
Congregate Meals	Kenai	69
	Kalifornsky East	13
	Kalifornsky West	4
	Nikiski	3
	Out of Area	1
	Ridgeway	2
	Salamatof	8
	Soldotna	5

Activities (Coffee/Paper, Games, Music Night)	Cooper Landing	1
	Kalifornsky East	4
	Kalifornsky West	7
	Kasilof (East of Sterling Highway)	2
	Kenai	47
	Nikiski	6
	Out of Area	4
	Salamatof	5
	Soldotna	8
	Sterling	5

Kenai Senior Services
Borough Quarterly Progress Report
4th Quarter Ending June 30, 2021

We are delighted to report most all of our services have resumed during this last quarter of FY21. We have some very happy seniors who are delighted to see their friends, resume exercise classes, congregate meals, bluegrass music nights and even just a simple morning coffee with the paper.

Those who come through our doors are delighted with the changes that occurred during the COVID shutdown, thanks to the grants we were able to receive. The funds from the Borough provided a major remodel in the Game Room/Library and the additional space it added makes such a difference. We were also able to update our entryway and add the reception desk so folks are greeted when they walk through the doors. In spite of being closed for over a year, our seniors are very grateful for the new transformations to our building.

This quarter we welcomed new Activity/Volunteer Coordinator, Kayla Feltman to our team. Kayla has a background in Public Works for the City of Kenai and has made a great addition to the staff. She is a world traveler and enjoys sharing these travels with folks.

In April, we started up Dining Room (Congregate) meals on Tuesdays and Fridays. This was quite a bit event for the staff and the seniors who were able to participate. We also started to see a steady stream of traffic for early morning coffee and newspaper. The Peninsula Clarion and the Anchorage Daily News give papers to our local seniors through the Center.

We also saw the "snowbirds" once again, who were not able to return during 2020. Exercise classes resumed during April along with a variety of games. It became all the more apparent how much the seniors missed the activity surrounding our Senior Centers during this last year. The need for social interaction and the encouragement they receive from each other is so vital to their lives.

The State of Alaska Commission on Aging held meetings on the Peninsula in early May and several commission members visited our Center on May 5. The group was impressed with our facility, enjoyed the lunch served and the audience participation in preparing for the Alaska State Plan for Senior Services FY2023 – 2026. Transportation

seemed to be the hot topic among the area seniors. Our Center is currently recruiting for two part-time drivers for transportation.

The Director and/or the Administrative Assistant participated in six City of Kenai Department Head meetings, two Council on Aging meetings, three Kenai Senior Connection, Inc. meetings, two State of Alaska DHSS teleconferences, and one AGENET meeting during this last quarter.

During April – June, we served 7, 167 home delivered meals, 385 pick-up meals, 677 congregate meals, provided 12 shopping assistance. Our event sign-ins through *MySeniorCenter*™ totaled 5,013 with 288 unduplicated individuals. This is exciting compared to how quiet we were a year ago!

As we look back on the COVID-19 Public Health Emergency and how it changed how we live and interact, it is interesting to see the diversity even among our senior population. We see those who continue to hibernate even though they received a vaccination, to the other extreme of those telling anyone who will listen what they believe to be is a conspiracy. As we work to meet the needs of our older population, it is important we remember age doesn't stop the diversity among people. To continue to provide a safe place where people can come and feel free to express their opinions which will undoubtedly be met with sometimes vigorous opposition from their peers, can often be a challenge. We as a staff continue to learn how to face these challenges, making sure seniors know they still have a voice in their communities.

Thank you to the Kenai Peninsula Borough for your continued support of our program.



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Nikiski Senior Center
Account: 280.63190

Award Amount: \$52,981
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: April 1, 2021

End Date: June 30, 2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 52,981.00	\$ 39,735.72	\$ 13,245.28	\$ 52,981.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 52,981.00	39,735.72	\$ 13,245.28	\$ 52,981.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 13,245.28

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Nikiski CDP	19
Meals picked up at center	Nikiski CDP	46
Transportation	Nikiski CDP	2

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Nikiski Senior Center opened for limited dining space March 1, 2021. Administrative payroll has continued through the Covid-19 pandemic. Attached is the spreadsheet desk audit outlining our Administrative Payroll. Since June 1, 2021 we are not limiting capacity. People attending in person lunches has increased each week. We are however not doing self service dining. Kitchen staff are serving our customers. Lunch price remains for now at \$5.00 per meal.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Sashae Fallon Date: July 8, 2021

Printed Name and Title: Sash Fallon, Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Ninilchik Senior Citizens
Account: 100.62140.NINSR.43011

Award Amount: \$30,159
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 04/01/21
End Date: 06/30/21

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$30,159	\$ 30,159.00		\$ 30,159.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 30,159.00	30,159.00	\$ -	\$ 30,159.00	\$ -

Expenditures this period to be reimbursed >>>

\$ -

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	16
Meals picked up at center	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	81
Congregate meals provided at center	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	119
Transportation	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	8

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

FY21 Q4 was a continued "get back to normal" quarter for us. More and more people are feeling comfortable coming into the center for meals, activities, and socialization. Despite the pandemic messing with our lives, we saw a slight increase in the amount of meals served this quarter when compared to last year's numbers. Total FY21 4Q meal count was 3,533 compared to 3,223 during 4Q FY20. Of those meals, 850 were delivered to seniors aged 60+ in their homes as compared to 793 last year during this quarter. Congregate dining also saw a slight increase year with 2,320 meals served in FY21 (848 pickup meals, 1472 dine in meals) compared to 2,124 pick-up meals during this quarter of FY20. We're seeing more and more people returning to the center for meals. Those that wish to receive the vaccine have been able to get it and it's made a big difference in our community. We have seen an increase in the amount of new people coming into the center as well. Most of these folks are new to the area having moved up from Oregon, Georgia, Montana, Washington and other parts of the lower 48. Seems like there is a lot of folks on the move – and they're moving to AK!

As far as challenges this quarter, one of our biggest challenges has been our water system. We have been working with DEC for several months now trying to deal with a total coliform bacteria problem. It continues to plague us even today but we are hopeful that we'll get it resolved soon. As a result, we've been making sure water is boiled when it's used in the kitchen, providing bottled water and purchasing ice to ensure everyone stays healthy. Another challenge we have on our hands, that we hope to resolve before winter, is obtaining another vehicle. We had to junk our old faithful Toyota minivan as the frame has rusted through to the point it is no longer safe to drive. We have been searching for grants to help us out a bit so hopefully something will come through soon.

On a more exciting note, we're in the process of planning our fundraiser for this year. It will be held on August 5th indoors at our facility. Although we are going back to our "traditional" fundraiser this year, we are taking steps to make everyone feel safe and welcome during the event. In addition, our annual meeting is scheduled for July 22. We are anticipating we'll have good attendance for both events.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature:  Date: 07/09/21

Printed Name and Title: Julie Otto , Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Seldovia Senior Center
Account: 100.62160.SELSR.43011

Award Amount: \$10,770
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: January 1, 2021

End Date: March 31, 2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Supplies	\$ 10,770.00	\$ 10,770.00	\$ -	\$ 10,770.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 10,770.00	10,770.00	\$ -	\$ 10,770.00	\$ -

Expenditures this period to be reimbursed >>>

\$ -

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		798 meals; 32 individuals
Meals picked up at center		798 meals
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

We continue to serve noon meals on Mondays, Wednesdays and Fridays. All meals are either delivered or picked up; at this time we have no set schedule for returning to congregate dining given the vulnerable population we serve. In total we served 798 meals to 32 different individuals this quarter. We continue to purchase most of our food through SYSCO and to supplement locally as needed. We have had some turnover in the Senior Meals staff and are currently hiring for one position. Once we have new staff in place, we will explore our options for again offering some level of in-person dining, although we anticipate that we will also offer "to-go" options for the foreseeable future.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Janet Yaeger Date: 7-9-2021

Printed Name and Title: Janet Yaeger, Finance Officer



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Seward Senior Citizens, Inc.
Account: 100.62160.SELSR.43011

Award Amount: \$47,238
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: April 1st, 2021 (4th Qtr Report)
End Date: June 30th, 2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 47,238.00	\$ 33,771.62	\$ 13,466.38	\$ 47,238.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 47,238.00	33,771.62	\$ 13,466.38	\$ 47,238.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 13,466.38

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	4500	65
Meals picked up at center	900	12
Transportation	Not offered at this time.	0

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Served 4500 meals on wheels and 900 picked up at center, including a local weekly paper/senior voice publication/medicare information; distributed monthly 49 CSFP food boxes to seniors who live on a low income; counseled seniors in Medicare; enrolled 4 seniors in social security benefits; enrolled 5 seniors in the senior benefit program; partnered with a private expediting company and the Seward Prevention Coalition to provide home delivered groceries.

Once open for congregate meals, the meals on wheels clients will have doubled since March 13th, 2021 and the center will continue serving this elderly population of Seward, nutritional services that are the cornerstone of good health.

The center has absorbed Moose Pass seniors in the meals on wheels program and will continue to serve this community as long as we have Moose Pass volunteer drivers who work in Seward and have the ability to deliver after work, when they return home. We are amazed at the level of volunteers who have come to our rescue, but still struggle to stay above 50% staff.

This summer has been much more difficult to manage services than last summer, the tail end of the pandemic.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Mark Kansteiner

Date: July 8th, 2021

Printed Name and Title: Mark Kansteiner, Board Chair



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Soldotna Area Senior Citizens, Inc.
Account: 100.62170.SOLSR.43011

Award Amount: \$98,295
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 4/1/21

End Date: 6/30/21

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 81,245.00	\$ 81,245.00	\$ -	\$ 81,245.00	\$ -
Utilities	\$ 14,950.00	\$ 14,950.00	\$ -	\$ 14,950.00	\$ -
Communications	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 98,295.00	98,295.00	\$ -	\$ 98,295.00	\$ -

Expenditures this period to be reimbursed >>>

\$ -

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Soldotna CDP	92
Meals picked up at center	Soldotna CDP	97
Meals picked up-at-center	Kenai CDP	0
Meals picked up-at-center	Nikiski CDP	0
Meals picked up-at-center	Ninilchik CDP	1
Transportation	Soldotna CDP	8

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Staff member Covid positive and had symptoms, Went into Covid protocol and quarantined those not fully immunized. Staff member injured in tripping accident, out of work 2 months, hoping she can come back to work soon. Home delivered meals continue to be provided daily. Have not seen any decrease in homebound meals demand. Finished relocating the Family Caregivers office to the Four D building, it is functional but no phone service yet. Started the BEST program which functions to prevent isolation of seniors; incorporates weekly phone calls as well as personal visits from the 2 BEST employees. With help from Alzheimer's Association, providing isolated seniors with battery operated comfort pets (cat or dog) which has been extremely well received. Have our Summer Bazaar scheduled in July, but will hold it outdoors due social distancing. Bus trip to State Fair in Palmer scheduled for August. Started Tai Chi and Sit and be Fit exercise programs. Installed new walk in freezer (\$17,540) in our garage

title and page number insert

for emergency supply of food. Installation of new computer system completed, few bugs to work out but it is operational; contract signed for computer maintenance and monitoring. Still providing all paperwork and voice assistance on numerous programs. Apartment in housing complex requires carpet replacement. Our pulltabs fundraising operation is doing well and providing necessary revenue to help fund services. Started congregate meals service April 1; seniors starting to leave the sanctity of their homes. Most seniors have stopped wearing masks as it is now optional if fully vaccinated. It has been a very tough 3 months for the staff keeping up with all the demands placed on them. Grants funds were expended by end of 3rd quarter.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature:  Date: 7/6/2021

Printed Name and Title: John Walker Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Sterling Area Senior Citizens
Account: 100.62180.STESR.43011

Award Amount: \$60,376
2020/2021 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 04/01/2021

End Date: 06/30/2021

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 43,000.00	\$ 21,844.09	\$ 21,386.03	\$ 43,230.12	\$ (230.12)
Contractual Services	\$ 15,000.00	\$ 11,913.22	\$ 2,815.41	\$ 14,728.63	\$ 271.37
Supplies	\$ 2,376.00	\$ 2,376.00		\$ 2,376.00	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 60,376.00	36,133.31	\$ 24,201.44	\$ 60,334.75	\$ 41.25

Expenditures this period to be reimbursed >>> **\$ 24,201.44**

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	29-180, 29-190	40
Meals picked up at center		5
Transportation		5

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

We are gradually opening the Center for lunch service, exercise and other programs and are planning to venture into fundraising later this summer. Our pull tab business has suffered, and we are now hopeful for a revival of this revenue source.

Acknowledged; close with lapse balance \$41.25

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Jacque Turpin

Signature: _____ Date: 06/30/2021

Printed Name and Title: _____ Jacque Turpin, Treasurer, Board of Directors

Kenai Peninsula Borough
Assessing Department

MEMORANDUM

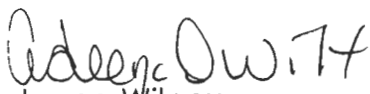
TO: Charlie Pierce, Borough Mayor
FROM: Adeena Wilcox, Director of Assessing
DATE: July 13, 2021
RE: Tax Adjustment Request Approval

Attached is a spreadsheet of tax adjustment requests required by changes to the assessment roll. These adjustments are being submitted to the Finance Department for processing.

Borough code 5.12.119 (D) authorizes the mayor to approve tax adjustment requests prepared by the borough assessor.

I hereby certify that I have reviewed the tax adjustment requests submitted for your signature and I find them to be proper and correct.

DATED: July 13, 2021


Adeena Wilcox
Director of Assessing

APPROVED



Charlie Pierce
Borough Mayor

JULY TARS CITY VALUES

	2021	2020	2019	2018	2017
TAG 10 (assessed)					
(taxable)					
Seldovia Flat Tax					
TAG 20 (assessed)	\$0				
(taxable)	\$20,000				
Homer Flat Tax					
TAG 21 (assessed)					
(taxable)					
TAG 30 (assessed)					
(taxable)					
Disability Tax Credit					
TAG 40 (assessed)					
(taxable)					
TAG 41 (assessed)					
(taxable)					
TAG 70 (assessed)					
(taxable)					
Soldotna Flat Tax					
TAG 80 (assessed)					
(taxable)					

JULY TARS

	2021	2020	2019	2018	2017
TAG 10 (assessed)					
(taxable)					
TAG 11 (assessed)					
(taxable)					
TAG 20 (assessed)	\$0				
(taxable)	\$50,000				
TAG 21 (assessed)					
(taxable)					
TAG 30 (assessed)					
(taxable)					
TAG 40 (assessed)					
(taxable)					
TAG 41 (assessed)					
(taxable)					
TAG 42 (assessed)					
(taxable)					
TAG 43 (assessed)					
(taxable)					
TAG 52 (assessed)					
(taxable)					
TAG 53 (assessed)					
(taxable)					
TAG 54 (assessed)					
(taxable)					
TAG 55 (assessed)	\$0				
(taxable)	\$36,800				
TAG 57 (assessed)					
(taxable)					
TAG 58 (assessed)	\$0				
(taxable)	(\$898,000)				
TAG 61 (assessed)					
(taxable)					
TAG 63 (assessed)					
(taxable)					
TAG 64 (assessed)					
(taxable)					
TAG 65 (assessed)					
(taxable)					
TAG 67 (assessed)					
(taxable)					
TAG 68 (assessed)	\$0				
(taxable)	(\$50,000)				
TAG 70 (assessed)					
(taxable)					
TAG 80 (assessed)					
(taxable)					
TAG 81 (assessed)	\$0				
(taxable)	(\$523,300)				
TOTAL ASSESSED	\$0	\$0	\$0	\$0	\$0
TOTAL TAXABLE	(\$1,384,500)	\$0	\$0	\$0	\$0
KPB FLAT TAX	(\$500)				

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 55-21-001PARCEL ID 015-100-06PRIMARY OWNER COOK, KELLY

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>55</u>	<u>55</u>
CLASS CODE	<u>130</u>	<u>130</u>
LAND ASSESSED (VT4)	<u>4,700</u>	<u>4,700</u>
IMPROVEMENT ASSESSED (VT5)	<u>32,100</u>	<u>32,100</u>
KPB ASSESSED (VT 1001)	<u>36,800</u>	<u>36,800</u>
KPB TAXABLE (VT 1003)	<u>0</u>	<u>36,800</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION CLERICAL ERROR - EXEMPTION APPLICANT REAPPLIED AT A NEW PIN AND THE
OLD EXEMPTION DID NOT GET REMOVED FROM THIS PIN

CHANGE SUMMARY

DATE	<u>06/16/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>\$36,800</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Property Data	Previous	Current	Value Group	Category	Type	Link
APN	01510006	01510006	Default	Default Value Group	Real and Personal	
ADN						
Class Code	130 Residential Mobile Home	130 Residential Mobile Home				
Real Type	Real Property	Real Property				
Area Code	001	001				
TAG	54-55 - RESIDENTIAL	54-55 - RESIDENTIAL				
Primary Owner	COOK KELLY R	COOK KELLY R				

Property Data	Class	Value Type	Assessor	Boundary File/Info	Previous Amount	Current Amount
Default	Default Value Group	Legal Area			39 Acres	39 Acres
	Assessed	Improvement Market Value			\$32,100.00	\$32,100.00
		Land Market Value			\$4,700.00	\$4,700.00
		TNS			\$5.00	\$5.00
		TNSM			\$5.00	\$5.00
	Assessed	Improvements			\$37,100.00	\$37,100.00
		Land			\$4,700.00	\$4,700.00
		Personal Assessed Value			\$26,800.00	\$26,800.00
		Personal Property Assessed Value			0	0
		Qualified for Exemption			\$26,800.00	\$26,800.00
		Total Assessed Value - City			0	0
		Total Borough Optional Exempt Value			\$26,800.00	
		Total City Optional Exempt Value			0	0
		Land Assessed Value			\$4,700.00	\$4,700.00
		Improvement Assessed Value			\$32,100.00	\$32,100.00
		Total Assessed Value - Borough			\$36,800.00	\$36,800.00
	Taxable	City Taxable Value	55 - MIKISHI DL		0	0
		Taxable Value - Borough			0	\$26,800.00
	Exemption	Exemption Value City	56 - MIKISHI DL		0	0
		OP Residential Home Exemption			\$36,800.00	
		Non-Market Exemption			\$36,800.00	
		Working Improvement Assessed Value			\$37,100.00	\$37,100.00
		Exemption Value Borough			\$36,800.00	0
	DOB	Year of Construction			2011.0000000000	2011.0000000000
		Effective date of value change			2021.01.01.0000000000	2021.01.01.0000000000

MANIFEST CLERICAL ERROR - CHECKLIST

The assembly may correct manifest clerical errors made by the borough in an assessment notice, tax statement or other borough tax record at any time. A manifest clerical error is a typographical, computational or other similar error readily apparent from the assessment notice, tax statement or other borough tax record and made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties.

Parcel ID / Acct # YES

YES Typographical, computational or other similar error?
Identify & Describe:
 EXEMPTION WAS NOT REMOVED FROM OWNERS OTHER PARCEL WHEN A NEW
 EXEMPTION WAS APPROVED FOR 2021

YES Readily apparent from the assessment notice, tax
 statement or other borough tax record?
Identify & Describe:
 YES, EXEMPTION WAS LISTED ON ASSESSMENT NOTICE AND BOROUGH RECORDS

YES Made by a borough employee in the performance of
 typing, record keeping, filing, measuring, or other
 similar duties?
Identify & Describe:
 YES, EXEMPTION EXAMINER FAILED TO REMOVE EXEMPTION ON ONE PARCEL
 WHEN APPROVING EXEMPTION ON A NEW PARCEL.

Certified Value	Land	\$4,700
	Improvements	\$32,100
	Personal Property	
	Total	\$36,800

Adjusted Value	Land	\$4,700
	Improvements	\$32,100
	Personal Property	
	Total	\$36,800

Prepared by SGUZMAN

Approved by

Antoine Duriez Date 10/16/2021
 Department Director Date

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 58-21-006PARCEL ID 063-480-19PRIMARY OWNER BROOKS, SCOTT

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>86,300</u>	<u>86,300</u>
IMPROVEMENT ASSESSED (VT5)	<u>343,000</u>	<u>343,000</u>
KPB ASSESSED (VT 1001)	<u>429,300</u>	<u>429,300</u>
KPB TAXABLE (VT 1003)	<u>379,300</u>	<u>79,300</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION SENIOR EXEMPTION APPROVED AFTER CONFIRMING THE PFD ELIGIBILITY

CHANGE SUMMARY

DATE	<u>07/07/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$300,000)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Address	Class	Value Type	Address	Boundary Address	Previous Amount	Current Amount
Default - Default Value Group		Legal Acres			5.56 Acres	5.56 Acres
	Assessed	Improvement Market Value			\$343,000.00	\$343,000.00
		Land Market Value			\$95,300.00	\$95,300.00
		TAG			\$0.00	\$0.00
		TAG-14			\$0.00	\$0.00
	Assessed	Improvements			\$207,300.00	\$207,300.00
		Land			\$73,400.00	\$73,400.00
		Parcel Adjusted Value			\$429,300.00	\$429,300.00
		Personal Property Assessed Value			0	0
		Qualified for Exemption			\$700,000.00	\$300,000.00
		Total Assessed Value - City			0	0
		Total Borough Optional Exempt Value			\$50,000.00	\$300,000.00
		Total City Optional Exempt Value			0	0
		Total Mandatory Exempt Value			0	\$300,000.00
		Unqualified Improvements			\$15,000.00	\$15,000.00
		Unqualified Land			\$17,000.00	\$17,000.00
		Land Assessed Value			\$90,300.00	\$90,300.00
		Improvement Assessed Value			\$243,000.00	\$243,000.00
		Total Assessed Value - Borough			\$429,300.00	\$429,300.00
	Taxable	City Taxable Value	00 - CENTRAL EMERGENCY SERVICES		0	0
		Taxable Value - Borough			\$374,300.00	\$374,300.00
	Exemption	BOROUGH SENIOR Exempt Value			0	\$300,000.00
		Exp for Senior Exemption			0	\$150,000.00
		Exemption Value City	10 - CENTRAL EMERGENCY SERVICES		0	0
		OP Residential Sen Exemption			\$50,000.00	\$50,000.00
		OP Senior Resident >150k Exempt Value			0	\$150,000.00
		Residential Exemption			\$50,000.00	\$50,000.00
		Senior Citizen Exemption			0	\$150,000.00
		Senior Mandatory Exempt Value			0	\$150,000.00
		Senior Mandatory Exp			0	\$150,000.00
		Working Improvement Assessed Value			\$343,000.00	\$343,000.00
		Exemption Value Borough			\$50,000.00	\$50,000.00
	Date	Year of Capture			2021/01/01	2021/01/01
		Effective Date of Value Change			2021/01/01	2021/01/01

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 58-21-005PARCEL ID 063-510-01PRIMARY OWNER SAWYER DEAN

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>22,900</u>	<u>22,900</u>
IMPROVEMENT ASSESSED (VT5)	<u>220,900</u>	<u>220,900</u>
KPB ASSESSED (VT 1001)	<u>243,800</u>	<u>243,800</u>
KPB TAXABLE (VT 1003)	<u>193,800</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION SENIOR EXEMPTION APPROVED AFTER CONFIRMING PFD ELIGIBILITY**CHANGE SUMMARY**

DATE	<u>07/07/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$193,800)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Exemption Value	Class	Value Type	Value	Secondary Method	Pr/Value/Amount	Exempt to Other Values
Default - Default Value Group		Legal Acres			1.21 Acres	1.21 Acres
	Assessed	Improvement Market Value			\$238,900.00	\$238,900.00
		Land Market Value			\$12,900.00	\$12,900.00
		Tax			\$0.00	\$0.00
		TACB			\$0.00	\$0.00
	Assessed	Improvements			\$126,000.00	\$126,000.00
		Land			\$11,900.00	\$11,900.00
		Parcel Assessed Value			\$243,000.00	\$243,000.00
		Proposed Property Assessed Value			0	0
		Qualified for Exemption			\$143,000.00	\$143,000.00
		Total Assessed Value - City			0	0
		Total Borough Optional Exempt Value			\$143,000.00	\$143,000.00
		Total City Optional Exempt Value			0	0
		Total Mandatory Exempt Value			\$143,000.00	\$143,000.00
		Land Assessed Value			\$12,900.00	\$12,900.00
		Improvement Assessed Value			\$126,000.00	\$126,000.00
		Total Assessed Value - Borough			\$243,000.00	\$243,000.00
	Taxable	City Taxable Value	30 - CENTRAL EMERGENCY SERVICES		0	0
		Taxable Value - Borough			\$143,000.00	0
	Exemption	BOBROWEN 10000 Exempt Value				\$143,000.00
		Cap for Senior Exemption				\$143,000.00
		Exemption Value City	30 - CENTRAL EMERGENCY SERVICES		0	0
		OP Residential Base Exemption			\$14,000.00	\$14,000.00
		OP Senior Resident > 65 Exempt Value				\$14,000.00
		Residential Exemption			\$14,000.00	\$14,000.00
		Senior Citizen Exemption				\$14,000.00
		Senior Mandatory Exempt Value				\$14,000.00
		Senior Mandatory Exempt				\$14,000.00
		Working Improvement Assessed Value			\$126,000.00	\$126,000.00
		Exemption Value Borough			\$14,000.00	\$14,000.00
	Date	Year of Calculation			2021.0000000000	2021.0000000000
		Effective date of value change			2021.00.01.0000000000	2021.00.01.0000000000

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 58-21-004PARCEL ID 065-220-39PRIMARY OWNER VAN KOOTEN GERALD

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>107,600</u>	<u>107,600</u>
IMPROVEMENT ASSESSED (VT5)	<u>196,500</u>	<u>196,500</u>
KPB ASSESSED (VT 1001)	<u>304,100</u>	<u>304,100</u>
KPB TAXABLE (VT 1003)	<u>254,100</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION SENIOR CITIZEN EXEMPTION APPROVED AFTER CONFIRMING PFD ELIGIBILITY**CHANGE SUMMARY**

DATE	<u>07/08/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$254,100)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

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TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 58-21-007PARCEL ID 066-170-20PRIMARY OWNER NULL, DANIEL AND NORA

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>17,300</u>	<u>17,300</u>
IMPROVEMENT ASSESSED (VT5)	<u>129,300</u>	<u>129,300</u>
KPB ASSESSED (VT 1001)	<u>146,600</u>	<u>146,600</u>
KPB TAXABLE (VT 1003)	<u>146,600</u>	<u>96,600</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION MANIFEST CLERICAL ERROR - EXEMPTION WAS APPROVED BUT DID NOT GET
ENTERED INTO AUMENTUM.

CHANGE SUMMARY

DATE	<u>07/06/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$50,000)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Property Data		2021/2022		Value Group		Value Group	
APN	00017030	00017030	00017030	Class	Category	Value	Unit
Class Code	110 Residential Dwelling - single	110 Residential Dwelling - single	110 Residential Dwelling - single	Default	Default Value Group	Value	Unit
Roll Type	Real Property	Real Property	Real Property				
Area Code	001	001	001				
TAG	30-00 - CENTRAL EMERGENCY SERVICES	30-00 - CENTRAL EMERGENCY SERVICES	30-00 - CENTRAL EMERGENCY SERVICES				
Owner	MILL, DANIEL ALLEN & BORA ANNE	MILL, DANIEL ALLEN & BORA ANNE	MILL, DANIEL ALLEN & BORA ANNE				

Value Group	Class	Value Type	Assessed	Category	Assessed	Assessed
Default - Default Value Group		Legal Acres			2.12 Acres	2.12 Acres
	Assessed	Improvement Market Value			\$129,300.00	\$129,300.00
		Land Market Value			\$17,300.00	\$17,300.00
		TAG			50.00	50.00
		TAG-Id			50.00	50.00
	Assessed	Improvements			\$129,300.00	\$129,300.00
		Land			\$17,300.00	\$17,300.00
		Personal Assessed Value			\$146,600.00	\$146,600.00
		Personal Property Assessed Value			0	0
		Qualified for Exemption			\$146,600.00	\$146,600.00
		Total Assessed Value - City			0	0
		Total Borough Optional Exempt Value			0	0
		Total City Optional Exempt Value			0	0
		Land Assessed Value			\$17,300.00	\$17,300.00
		Improvement Assessed Value			\$129,300.00	\$129,300.00
		Total Assessed Value - Borough			\$146,600.00	\$146,600.00
	Variable	City Variable Value	50 - CENTRAL EMERGENCY SERVICES		0	0
		Variable Value - Borough			\$146,600.00	\$146,600.00
	Exemption	Exemption Value City	50 - CENTRAL EMERGENCY SERVICES		0	0
		GP Residential Boro Exemption			0	0
		Residential Exemption			\$17,300.00	\$17,300.00
		Working Improvement Assessed Value			\$129,300.00	\$129,300.00
		Exemption Value Borough			0	0
	Date	Year of Cadastre			2021.0000000000	2021.0000000000
		Effective date of value change			2021.01.01.0000000000	2021.01.01.0000000000

MANIFEST CLERICAL ERROR - CHECKLIST

The assembly may correct manifest clerical errors made by the borough in an assessment notice, tax statement or other borough tax record at any time. A manifest clerical error is a typographical, computational or other similar error readily apparent from the assessment notice, tax statement or other borough tax record and made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties.

Parcel ID / Acct # 06617020

YES Typographical, computational or other similar error?
Identify & Describe:
 THE EXEMPTION WAS NOT ENTERED INTO AUMENTUM AFTER THE APPROVAL
 PROCESS

YES Readily apparent from the assessment notice, tax
 statement or other borough tax record?
Identify & Describe:
 EXEMPTION DOES NOT APPEAR ON KPB TAX DOCUMENTS

YES Made by a borough employee in the performance of
 typing, record keeping, filing, measuring, or other
 similar duties?
Identify & Describe:
 EXEMPTION EXAMINER FAILED TO ENTER EXEMPTION AFTER REVIEWING AND
 APPROVING THE EXEMPTION APPLICATION

Certified Value	Land	\$17,300
	Improvements	\$129,300
	Personal Property	
	Total	\$146,600

Adjusted Value	Land	\$17,300
	Improvements	\$129,300
	Personal Property	
	Total	\$146,600

Prepared by SGUZMAN 7/6/2021
Date

Approved by *Adrian D. W. 7-4* 7/6/2021
Date
 Department Director

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 58-21-003PARCEL ID 066-270-14PRIMARY OWNER FEIGUM PETER

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>26,500</u>	<u>26,500</u>
IMPROVEMENT ASSESSED (VT5)	<u>123,600</u>	<u>123,600</u>
KPB ASSESSED (VT 1001)	<u>150,100</u>	<u>150,100</u>
KPB TAXABLE (VT 1003)	<u>100,100</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION SENIOR CITIZEN EXEMPTION APPROVED AFTER CONFIRMING PFD ELIGIBILITY

		CHANGE SUMMARY
DATE	<u>07/08/21</u>	KPB ASSESSED <u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE <u>(\$100,100)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED <u>\$0</u>
		CITY TAXABLE <u>\$0</u>
		KPB FLAT TAX <u></u>
		CITY FLAT TAX <u></u>

Category	Class	Description	City Value	Secondary Filtrate	Previous Amount	Current Amount
Default - Default Value Group	Approved	Legal Area			2.12 Acres	2.12 Acres
		Improvement Market Value			\$173,000.00	\$173,000.00
		Land Market Value			\$76,300.00	\$76,300.00
Assessed	Assessed	TAG			50.00	50.00
		TAG-2			50.00	50.00
		Improvements			\$123,000.00	\$123,000.00
		Land			\$76,300.00	\$76,300.00
		Parcel Assessed Value			\$199,300.00	\$199,300.00
		Personal Property Assessed Value			0	0
		Qualified for Exemption			\$190,100.00	\$190,100.00
		Total Assessed Value - City			0	0
		Total Borough Optional Exempt Value			\$50,000.00	\$100.00
		Total City Optional Exempt Value			0	0
Taxable	Taxable	Total Mandatory Exempt Value				\$130,000.00
		Land Assessed Value			\$76,300.00	\$76,300.00
		Improvement Assessed Value			\$123,000.00	\$123,000.00
		Total Assessed Value - Borough			\$199,300.00	\$199,300.00
		City Taxable Value	10 - CENTRAL EMERGENCY SERVICES		0	0
		Taxable Value - Borough			\$199,300.00	0
		BOBBER SERVICE Exempt Value				\$199,300.00
		Cap for Senior Exemption				\$199,000.00
		Exemption Value City	10 - CENTRAL EMERGENCY SERVICES		0	0
		OP Residential Care Exemption			\$50,000.00	
Exemption	Exemption	OP Senior Residential >15M Exempt Value				\$100.00
		Residential Exemption			\$50,000.00	\$50,000.00
		Senior Citizen Exemption				\$160,000.00
		Senior Mandatory Exempt Value				\$160,000.00
		Senior Mandatory Imp				\$123,000.00
		Senior Mandatory Land				\$76,300.00
		Working Improvement Assessed Value			\$123,000.00	\$123,000.00
		Exemption Value Borough			\$50,000.00	\$199,100.00
		Year of Capture			2071,0000000000	2071,0000000000
		Effective date of Value Change			20210931,0000000000	20210931,0000000000

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 68-21-002PARCEL ID 159-012-57PRIMARY OWNER NATALIA TAESCHNER

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>31,700</u>	<u>31,700</u>
IMPROVEMENT ASSESSED (VT5)	<u>152,900</u>	<u>152,900</u>
KPB ASSESSED (VT 1001)	<u>184,600</u>	<u>184,600</u>
KPB TAXABLE (VT 1003)	<u>184,600</u>	<u>134,600</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION MANIFEST CLERICAL ERROR - EXEMPTION ENTRY DID NOT GET COMPLETED
CORRECTLY AND THE EXEMPTION WAS NOT APPLIED TO THE PARCEL.

CHANGE SUMMARY

DATE	<u>06/30/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$50,000)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

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MANIFEST CLERICAL ERROR - CHECKLIST

The assembly may correct manifest clerical errors made by the borough in an assessment notice, tax statement or other borough tax record at any time. A manifest clerical error is a typographical, computational or other similar error readily apparent from the assessment notice, tax statement or other borough tax record and made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties.

Parcel ID / Acct # 15901257

YES Typographical, computational or other similar error?
Identify & Describe:
 EXEMPTION EXAMINER APPROVED EXEMPTION BUT DID NOT INPUT THE
 EXEMPTION

YES Readily apparent from the assessment notice, tax
 statement or other borough tax record?
Identify & Describe:
 EXEMPTION DID NOT SHOW ON ANY BOROUGH NOTICES

YES Made by a borough employee in the performance of
 typing, record keeping, filing, measuring, or other
 similar duties?
Identify & Describe:
 EXEMPTION EXAMINER FAILED TO ENTER THE EXEMPTION INTO THE
 AUMENTUM SYSTEM

Certified Value	Land	\$31,700
	Improvements	\$152,900
	Personal Property	
	Total	\$184,600

Adjusted Value	Land	\$31,700
	Improvements	\$152,900
	Personal Property	
	Total	\$184,600

Prepared by SGUZMAN 6/30/2021

Approved by Arleen Dwyer 6/30/21
 Department Director Date

TAX ADJUSTMENT REQUESTROLL/YEAR 2021

TAR NUMBER 68-21-001

PARCEL ID 169-062-17PRIMARY OWNER JOLLY, CHERYL

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>16,900</u>	<u>16,900</u>
IMPROVEMENT ASSESSED (VT5)	<u>118,800</u>	<u>118,800</u>
KPB ASSESSED (VT 1001)	<u>135,700</u>	<u>135,700</u>
KPB TAXABLE (VT 1003)	<u>85,700</u>	<u>85,700</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION DISABLED RESIDENT EXEMPTION APPROVED AFTER RECEIVING SSN DISABILITY

DOCUMENTATION _____

CHANGE SUMMARY

DATE	<u>06/08/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>\$0</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u>(\$500.00)</u>
		CITY FLAT TAX	<u></u>

Inventory Data		Inventory Data		Value Groups		Tax	
PRI	15905317	Owner	15905317	Class	Exemption	Rate	Rate
ASR				Default	Default Value Group	Real and Personal	Real
Class Code	118 Residential Dwelling - single	Class Code	118 Residential Dwelling - single				
Est Year	Real Property	Est Year	Real Property				
Area Code	001	Area Code	001				
TAG	00-00 - WESTERN EMERGENCY SVS	TAG	00-00 - WESTERN EMERGENCY SVS				
Primary Owner	JULY CHERRY	Primary Owner	JULY CHERRY				

Primary Values		Secondary Values		Exempt to Other Values	
Value	Class	Value	Class	Amount	Amount
Default - Default Value Group					
Assessed	Land Area			00 Acres	00 Acres
	Improvement Market Value			\$110,000.00	\$110,000.00
	Land Market Value			\$16,000.00	\$16,000.00
	TAG			00.00	00.00
	TAG.M			00.00	00.00
Assessed	Improvements			\$110,000.00	\$110,000.00
	Land			\$16,000.00	\$16,000.00
	Parcel Assessed Value			\$126,000.00	\$126,000.00
	Personal Property Assessed Value			0	0
	Qualified for Exemption			\$126,000.00	\$126,000.00
	Total Assessed Value - City			0	0
	Total Borough Optional Exempt Value			\$50,000.00	\$50,000.00
	Total City Optional Exempt Value			0	0
	Land Assessed Value			\$16,000.00	\$16,000.00
	Improvement Assessed Value			\$110,000.00	\$110,000.00
	Total Assessed Value - Borough			\$126,000.00	\$126,000.00
Variable	City Variable Value	00 - WESTERN EMERGENCY SVS		0	0
	Variable Value - Borough			\$01,700.00	\$01,700.00
Exemption	Qualified Residential 9500TAX CREDIT Borough	00 - WESTERN EMERGENCY SVS		0	0
	Exemption Value City			0	0
	OP Residential 9500 Exemption			\$50,000.00	\$50,000.00
	Residential Exemption			\$50,000.00	\$50,000.00
	Working Improvement Assessed Value			\$110,000.00	\$110,000.00
	Exemption Value Borough			\$50,000.00	\$50,000.00
Own	Year of Construction			2021-0000000000	2021-0000000000
	Effective date of value change			20210001-0000000000	20210001-0000000000

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 81-21-002PARCEL ID 172-290-42PRIMARY OWNER PETKASH LINDA

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>81</u>	<u>81</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>53,300</u>	<u>53,300</u>
IMPROVEMENT ASSESSED (VT5)	<u>500,000</u>	<u>500,000</u>
KPB ASSESSED (VT 1001)	<u>553,300</u>	<u>553,300</u>
KPB TAXABLE (VT 1003)	<u>553,300</u>	<u>203,300</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION SENIOR CITIZEN EXEMPTION APPROVED AFTER CONFIRMING PFD ELIGIBILITY**CHANGE SUMMARY**

DATE	<u>07/08/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$350,000)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

[illegible]

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 20-21-001PARCEL ID 173-054-28PRIMARY OWNER WOODWORTH, JULIE

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>20</u>	<u>20</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>39,700</u>	<u>39,700</u>
IMPROVEMENT ASSESSED (VT5)	<u>321,500</u>	<u>321,500</u>
KPB ASSESSED (VT 1001)	<u>361,200</u>	<u>361,200</u>
KPB TAXABLE (VT 1003)	<u>311,200</u>	<u>361,200</u>
CITY ASSESSED (VT 1011)	<u>361,200</u>	<u>361,200</u>
CITY TAXABLE (VT 1013)	<u>341,200</u>	<u>361,200</u>

EXPLANATION CLERICAL ERROR -DISCOVERY OF MOVE TO ANCHORAGE, PRIOR TO 1/3/2021 WITH DUAL
50K EXEMPTION ON THEIR ANCHORAGE PROPERTY FOR 2021

CHANGE SUMMARY

DATE	<u>06/11/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>\$50,000</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$20,000</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

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MANIFEST CLERICAL ERROR - CHECKLIST

The assembly may correct manifest clerical errors made by the borough in an assessment notice, tax statement or other borough tax record at any time. A manifest clerical error is a typographical, computational or other similar error readily apparent from the assessment notice, tax statement or other borough tax record and made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties.

Parcel ID / Acct # 17305428

YES Typographical, computational or other similar error?
Identify & Describe:
EXEMPTION SHOULD HAVE BEEN REMOVED WHEN PROPERTY OWNER MOVED.
NOTIFICATION OF MOVE WAS LATE RECEIVED

YES Readily apparent from the assessment notice, tax statement or other borough tax record?
Identify & Describe:
YES, EXEMPTION SHOWED ON ALL BOROUGH RECORDS

YES Made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties?
Identify & Describe:
EXEMPTION EXAMINER WAS NOT NOTIFIED TIMELY OF A CHANGE OF ADDRESS OUT OF THE BOROUGH

Certified Value	Land	<u>\$39,700</u>
	Improvements	<u>\$321,500</u>
	Personal Property	
	Total	<u>\$361,200</u>

Adjusted Value	Land	<u>\$39,700</u>
	Improvements	<u>\$321,500</u>
	Personal Property	
	Total	<u>\$361,200</u>

Prepared by SGUZMAN 6/11/2021

Date

Approved by  6/11/21

Department Director Date

TAX ADJUSTMENT REQUESTROLL/YEAR 2021TAR NUMBER 81-21-001PARCEL ID 173-600-12PRIMARY OWNER KUMFER JAMES

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>81</u>	<u>81</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>33,200</u>	<u>33,200</u>
IMPROVEMENT ASSESSED (VT5)	<u>190,100</u>	<u>190,100</u>
KPB ASSESSED (VT 1001)	<u>223,300</u>	<u>223,300</u>
KPB TAXABLE (VT 1003)	<u>173,300</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION SENIOR CITIZEN EXEMPTION APPROVED AFTER CONFIRMING PFD ELIGIBILITY**CHANGE SUMMARY**

DATE	<u>07/08/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$173,300)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Current Value		Class	Value Type	Address	Secondary Address	Previous Amount	Exempt or Other Value
Default - Default Value Group			Legal Area			1.00 Acres	1.00 Acres
	Assessed		Improvement Market Value			\$190,100.00	\$190,100.00
			Land Market Value			\$33,300.00	\$33,300.00
			TAC			\$1.00	\$1.00
			TAG, SA			\$1.00	\$1.00
	Assessed		Improvements			\$190,100.00	\$190,100.00
			Land			\$33,300.00	\$33,300.00
			Personal Property Assessed Value			0	0
			Quilted for Exemption			\$223,300.00	\$223,300.00
			Total Assessed Value - City			0	0
			Total Borough Optional Exempt Value			\$90,000.00	\$73,700.00
			Total City Optional Exempt Value			0	0
			Total Mandatory Exempt Value				\$190,000.00
			Land Assessed Value			\$33,300.00	\$33,300.00
			Improvement Assessed Value			\$190,100.00	\$190,100.00
			Total Assessed Value - Borough			\$223,300.00	\$223,300.00
	Taxable		City Taxable Value	01 - KACHENK EMERGENCY SERVICES		0	0
			Taxable Value - Borough			\$173,300.00	0
	Exemption		WORKMAN SERVICE Exempt Value				\$273,300.00
			Cap for Senior Exemption				\$120,000.00
			Exemption Value City	01 - KACHENK EMERGENCY SERVICES		0	0
			OP Residential Exemption			\$90,000.00	
			OP Senior Resident >150K Exempt Value				\$73,300.00
			Residential Exemption			\$30,000.00	\$10,000.00
			Senior Citizen Exemption				\$100,000.00
			Senior Mandatory Exempt Value				\$100,000.00
			Senior Mandatory				\$100,000.00
			Working Improvement Assessed Value			\$190,100.00	\$190,100.00
			Exemption Value Borough			\$90,000.00	\$73,300.00
			Year of Exemption			2017-2020-2020	2021-2020-2020
			Signature date of value change			20200000000000000000	20200000000000000000

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *ch*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: July 16, 2021

RE: Revenue-Expenditure Report – June 2021

Attached is the Revenue-Expenditure Report of the General Fund for the month of June 2021. Please note that 100% of the year has elapsed, 106.77% of budgeted revenues have been collected, and 93.62% of budgeted expenditures have been made.

** These numbers are not final as there will be additional amounts posted due to fiscal year-end adjustments. **

KENAI PENINSULA BOROUGH

Revenue Report

For the Period

June 1 through June 30, 2021

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 31,332,188	\$ 31,173,174	\$ 119,003	\$ (159,014)	99.49%
31200	Personal Property Tax	1,814,997	2,078,954	15,180	263,957	114.54%
31300	Oil Tax	7,019,116	7,025,200	-	6,084	100.09%
31400	Motor Vehicle Tax	676,400	528,047	147,109	(148,353)	78.07%
31510	Property Tax Penalty & Interest	590,931	597,464	13,085	6,533	101.11%
31610	Sales Tax	27,431,594	32,678,835	1,102,558	5,247,241	119.13%
33110	In Lieu Property Tax	3,200,000	3,353,970	3,353,970	153,970	104.81%
33117	Other Federal Revenue	174,060	131,371	-	(42,688)	75.47%
33220	Forestry Receipts	400,000	448,009	-	48,009	112.00%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	474,384	525,000	(25,616)	94.88%
34210	Revenue Sharing	312,893	312,893	-	-	100.00%
37350	Interest on Investments	352,913	519,807	13,086	166,894	147.29%
39000	Other Local Revenue	275,000	304,145	23,406	29,145	110.60%
290	Solid Waste	815,475	503,431	11,573	(312,044)	61.73%
Total Revenues		\$ 75,050,566	\$ 80,129,683	\$ 5,323,971	\$ 5,079,117	106.77%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
June 1 through June 30, 2021

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 469,648	\$ 402,125	\$ 27,950	\$ 11,332	\$ 56,192	85.62%
Clerk	579,196	538,491	56,214	2,863	37,842	92.97%
Elections	293,896	255,557	125,386	28,499	9,840	86.96%
Records Management	332,678	302,559	30,506	5,123	24,996	90.95%
Mayor Administration	792,424	683,840	53,053	333	108,251	86.30%
Purch/Contracting/Cap Proj	648,943	584,846	79,335	541	63,555	90.12%
Human Resources:						
Administration	700,918	680,904	80,929	251	19,764	97.14%
Print/Mail	182,217	149,498	19,085	870	31,849	82.04%
Custodial Maintenance	117,548	116,811	13,825	21	716	99.37%
Information Technology	2,093,923	1,824,073	177,262	2,377	267,473	87.11%
Emergency Management	933,183	747,824	94,875	4,718	180,641	80.14%
Legal Administration	1,120,116	885,849	102,795	116,243	118,024	79.09%
Finance:						
Administration	505,711	498,155	58,058	2,530	5,026	98.51%
Services	1,071,469	981,986	101,412	199	89,284	91.65%
Property Tax	1,142,286	898,975	106,939	68,361	174,950	78.70%
Sales Tax	901,144	862,768	78,635	2,687	35,689	95.74%
Assessing:						
Administration	1,350,530	1,228,837	134,167	298	121,395	90.99%
Appraisal	1,993,482	1,545,295	146,026	319	447,868	77.52%
Resource Planning:						
Administration	1,261,643	974,075	109,517	2,430	285,138	77.21%
GIS	499,590	446,805	39,102	921	51,864	89.43%
River Center	675,967	562,284	66,602	2,723	110,960	83.18%
Senior Citizens Grant Program	719,494	656,995	64,079	62,457	41	91.31%
School District Operations	52,893,164	52,798,007	3,640,394	-	95,157	99.82%
Solid Waste Operations	9,115,864	7,953,279	1,727,096	378,459	784,126	87.25%
Economic Development	360,000	301,139	54,442	42,581	16,281	83.65%
Non-Departmental	3,869,973	2,347,053	13,004	57,580	1,465,340	60.65%
Total Expenditures	\$ 84,625,006	\$ 79,228,028	\$ 7,200,689	\$ 794,716	\$ 4,602,263	93.62%

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *chi*

THRU: Brandi Harbaugh, Finance Director *bh*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: July 16, 2021

RE: Budget Revisions – June 2021

Attached is a budget revision listing for June 2021. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

CENTRAL EMERGENCY SERVICES

To purchase new safety cones for the new apparatus.

211-51610-00000-48740 (Minor Machines & Equipment)		\$150.00
211-51610-00000-43810 (Rents and Operating Leases)		\$169.10
211-51610-00000-48760 (Minor Fire Fighting Equipment)	\$319.10	

CENTRAL EMERGENCY SERVICES

To cover additional expense associated with exchanging a safety gas can mount for tanker 918.

211-51610-00000-43810 (Rents & Operating Leases)		\$69.25
211-51610-00000-48760 (Minor Fire Fighting Equipment)	\$96.25	

CENTRAL EMERGENCY SERVICES

To cover an additional cost associated with returning and exchanging recently purchased tools.

211-51610-00000-43810 (Rents & Operating Leases)		\$299.85
211-51610-00000-48760 (Minor Fire Fighting Equipment)	\$299.85	

CLERK'S OFFICE - ADMINISTRATION

To purchase the latest version of "Mason's Manual of Legislative Procedures".

100-11120-00000-43260 (Training)		\$85.00
100-11120-00000-42210 (Operating Supplies)	\$85.00	

FINANCE - FINANCIAL SERVICES & PROP TAX/CASH MANAGEMENT

To cover the expense for a printer toner replacement.

100-11430-00000-42210 (Operating Supplies)		\$610.03
100-11430-00000-42310 (Repair & Maintenance Supplies)		\$100.00
100-11440-00000-42210 (Operating Supplies)	\$710.03	

HUMAN RESOURCES - ADMINISTRATION

To cover fiscal year end operating supplies purchases and toner charge backs.

100-11230-00000-48720 (Minor Office Furniture)		\$621.84
100-11230-00000-42210 (Operating Supplies)	\$400.00	
100-11230-00000-43720 (Equipment Maintenance)	\$221.84	

HUMAN RESOURCES - ADMINISTRATION

To cover training materials and exam fees.

100-11230-00000-42210 (Operating Supplies)		\$400.00
100-11230-00000-43260 (Training)	\$400.00	

HUMAN RESOURCES - CUSTODIAL

To cover year end purchases for operating supplies.

100-11235-00000-43720 (Equipment Maintenance)		\$86.00
100-11235-00000-42210 (Operating Supplies)	\$86.00	

HUMAN RESOURCES - PRINT SHOP

Transfer funds for year end minor office equipment purchases.

100-11233-00000-43720 (Equipment Maintenance)		\$200.00
100-11233-00000-42410 (Small Tools & Equipment)	\$200.00	

HUMAN RESOURCES - PRINT SHOP

To purchase hardware for the print shop headset.

100-11233-00000-43720 (Equipment Maintenance)		\$53.29
100-11233-00000-48710 (Minor Office Equipment)	\$53.29	

MAINTENANCE DEPARTMENT

Moving extra snow removal money to cover year end purchases.

241-41010-00000-43764 (Snow Removal)		\$112,561.45
241-41010-00000-42310 (Repair & Maintenance Supplies)	\$110,561.45	
241-41010-00000-42410 (Small Tools & Minor Equipment)	\$2,000.00	

NORTH PENINSULA RECREATION

To cover Engineering services for the supply/header replacement project at the recreation center.

225-61110-00000-43610 (Public Utilities)		\$5,000.00
225-61110-00000-49311 (Design Services)	\$5,000.00	

RISK MANAGEMENT

To cover an unexpected freight expense for a gas meter.

700-11234-00000-42210 (Operating Supplies)		\$63.06
700-11234-00000-48740 (Minor Machines & Equipment)	\$63.06	

RISK MANAGEMENT

To return/exchange a chair that is too large. The replacement chair is more expensive.

700-11234-00000-42250 (Uniforms)		\$83.00
700-11234-00000-48720 (Minor Office Furniture)	\$83.00	

RISK MANAGEMENT

To cover liability claims through the end of the fiscal year.

700-11234-00000-43210 (Transportation & Subsistence)		\$7,500.00
700-11238-00000-43999 (Claim Reserves)	\$7,500.00	

SELDOVIA RECREATION

To cover a recreational equipment purchase.

227-61210-00000-42960 (Recreational Program Supplies)		\$32.05
227-61210-00000-48755 (Minor Recreational Equipment)	\$32.05	

SELDOVIA RECREATION

To cover communication expense for the rest of the fiscal year.

227-61210-00000-42960 (Recreational Program supplies)		\$100.00
227-61210-00000-43110 (Communications)	\$100.00	

SELDOVIA RECREATION

To cover Amazon Prime subscription allocation.

227-61210-00000-42960 (Recreational Program Supplies)		\$30.90
227-61210-00000-43920 (Dues & Subscriptions)	\$30.90	

SOLID WASTE - ADMINISTRATION & LANDFILL

To cover landfill utilities for leachate evaporation for the rest of the Fiscal Year.

290-32010-00000-40110 (Regular Wages)	\$35,000.00
290-32122-00000-43140 (Postage & Freight)	\$259.17
290-32122-00000-43210 (Transportation & Subsistence)	\$1,402.50
290-32122-00000-43260 (Training)	\$1,000.00
290-32122-00000-43750 (Vehicle Maintenance)	\$1,030.59
290-32122-00000-42210 (Operating Supplies)	\$1,835.69
290-32122-00000-42230 (Fuels, Oils & Lubricants)	\$15,000.00
290-32122-00000-42250 (Uniforms)	\$29.50
290-32122-00000-43011 (Contract Services)	\$22,303.00
290-32122-00000-42360 (Motor Vehicle Repair Supplies)	\$1,325.37
290-32122-00000-43410 (Printing)	\$29.92
290-32122-00000-42310 (Repair & Maintenance Supplies)	\$5,000.00
290-32122-00000-42410 (Small Tools & Minor Equipment)	\$2,621.26
290-32122-00000-43015 (Water & Air Sample Testing)	\$95.00
290-32122-00000-43920 (Dues & Subscriptions)	\$1,068.00
290-32122-00000-43610 (Public Utilities)	\$88,000.00

SOLID WASTE - HOMER TRANSFER

To cover an unexpected increase in utilities for the rest of the Fiscal Year.

290-32310-00000-42230 (Fuels, Oils & Lubricants)	\$1,000.00
290-32310-00000-43019 (Software Licensing)	\$33.83
290-32310-00000-43310 (Advertising)	\$57.21
290-32310-00000-42310 (Repair & Maintenance Supplies)	\$2,000.00
290-32310-00000-42210 (Operating Supplies)	\$5,228.52
290-32310-00000-42020 (Signage Supplies)	\$250.00
290-32310-00000-42410 (Small Tools & Minor Equipment)	\$180.44
290-32310-00000-43780 (Building & Grounds Maintenance)	\$4,000.00
290-32310-00000-43610 (Public Utilities)	\$12,750.00

SOLID WASTE - MISC LANDFILLS/HAUL/WASTE

To replace damaged totes and lids for hazardous waste collections.

290-32570-00000-43011 (Contract Services)	\$12,800.00
290-32570-00000-42410 (Small Tools & Equipment)	\$12,800.00