



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Agenda

### Assembly

*Jesse Bjorkman*  
*Lane Chesley*  
*Tyson Cox*  
*Richard Derkevorkian*  
*Cindy Ecklund*  
*Bill Elam*  
*Brent Hibbert*  
*Brent Johnson*  
*Mike Tupper*

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Tuesday, October 26, 2021

6:00 PM

Betty J. Glick Assembly Chambers

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**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:**

KPB-3653 October 12, 2021 Meeting Minutes  
Resolution 2021-079 Investment & Allocation Plan Land Trust Fund  
Resolution 2021-080 Continuum of Care Homeless Coalition  
Resolution 2021-081 Soldotna Public Safety Communication Center  
Ordinance 2021-19-24 WESA Purchase 2 Fire Apparatus  
Ordinance 2021-19-25 City of Seldovia City Sales Tax Increase  
Ordinance 2021-19-26 \$316,015.89 American Rescue Plan Act  
Ordinance 2021-19-27 \$89,997 Bridges Community Resource Cntr.  
Ordinance 2021-37 Amending Code – Land Trust Fund  
Ordinance 2021-39 Amending Code & 2019 Comp Plan  
Ordinance 2021-38 Amending Code – Alcohol & Marijuana Regs  
Ordinance 2021-40 Amending Code – Planning Commission Mbrshp.  
KPB-3651 Confirming Thomas Nelson, Maintenance Director

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

Ordinance 2021-19-17 Tax Foreclosure Proceedings  
Ordinance 2021-19-18 \$703,960 Land Trust Fund  
Ordinance 2021-19-19 Brushing & Fences at Solid Waste Facilities  
Ordinance 2021-19-20 SPH Acquisition of 203 W. Pioneer Ave., Homer  
Ordinance 2021-19-21 Completion of Homer Solida Waste Monofill Cut & Fill Project  
Ordinance 2021-19-22 Addt'l Funds to Support Homer Transfer Facility  
Ordinance 2021-19-23 CES Ambulance Insurance Proceeds \$100,000  
Ordinance 2021-36 Amendment to Moose Pass Comp. Plan Municipal Entitlement Land

**ASSEMBLY REORGANIZATION**

1. Election of President and Vice President

**APPROVAL OF MINUTES**

- \*1. [KPB-3653](#) October 12, 2021 Regular Assembly Meeting Minutes

Attachments: [101221 Regular Assembly Meeting Minutes](#)

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

*(20 minutes total)*

1. [KPB-3654](#) Kenai Peninsula Borough School District Quarterly Report, Superintendent, Clayton Holland (10 Minutes)
2. [KPB-3655](#) South Kenai 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)*

Ordinances referred to Finance Committee

1.     [2021-19-17](#)     An Ordinance Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough through Tax Foreclosure Proceedings and Appropriating Funds to Satisfy Tax Obligations for Retained Parcels (Mayor)

**Attachments:**

[Ordinance 2021-19-17](#)

[Memo](#)

[Advisory Board Recommendations](#)

[Exhibit A Retention Parcels](#)

[Reduced Exhibit A Retained Parcels Maps](#)

[Exhibit B - Sale Parcels](#)

[Reduced Exhibit B Sale Parcels Maps](#)

2.     [2021-19-18](#)     An Ordinance Appropriating \$703,960 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2021 Transfer of Land Sales Revenue to the Land Trust Investment Fund per KPB 5.20.080(B) (Mayor)

**Attachments:**

[Ordinance 2021-19-18](#)

[Memo](#)

[Reference Copy Ordinance 2018-29](#)

3.     [2021-19-19](#)     An Ordinance Appropriating Funds from the General Fund for the Purpose of Brushing Around Facilities and Fences at Solid Waste Facilities (Mayor)

**Attachments:**

[Ordinance 2021-19-19](#)

[Memo](#)

4.     [2021-19-20](#)     An Ordinance Authorizing the Acquisition of Real Property Located at 203 West Pioneer Avenue, Homer, Alaska on Behalf of the South Peninsula Hospital Service Area, Appropriating \$975,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing a Second Amendment to the Operating

## Agreement with SPH, Inc. (Mayor)

Attachments:[Ordinance 2021-19-20](#)[Memo](#)[Advisory Board Recommendations](#)[2nd Amendment to Operating Agreement](#)[Parcel Map](#)[Appraisal Summary](#)[SPH Resolution 21-04](#)[Reference Copy 2021-044](#)

5. [2021-19-21](#) An Ordinance Appropriating Funds from the Solid Waste Capital Project Fund for the Completion of the Homer Solid Waste Facility Monofill Cut and Fill Project (Mayor)

Attachments:[Ordinance 2021-19-21](#)[Memo](#)

6. [2021-19-22](#) An Ordinance Appropriating Additional Funds from the General Fund to Support the Fiscal Year 2022 Homer Transfer Facility Operation and Maintenance Contract (Mayor)

Attachments:[Ordinance 2021-19-22](#)[Memo](#)

7. [2021-19-23](#) An Ordinance Appropriating Estimated Insurance Proceeds of \$100,000 for the Cost of Repairs to CES Ambulance AM-0027 and Authorizing a Sole Source Award to Braun Northwest for the Repairs (Mayor)

Attachments:[Ordinance 2021-19-23](#)[Memo](#)

## Ordinances referred to Lands Committee

8. [2021-36](#) An Ordinance Adopting an Amendment to the Document Referred to as the "Comprehensive Plan for Moose Pass, 1993" Regarding Municipal Entitlement Land known as Kenai Area Plan Unit 380G(1) (Mayor)

Attachments:      [Ordinance 2021-36](#)  
                             [Amendment Memo 102621](#)  
                             [Planning Commission Recommendation 102621](#)  
                             [Memo](#)  
                             [Moose Pass Comp Plan Amendments](#)  
                             [Moose Pass Comp Plan Map](#)  
                             [Reference Copy Resolution 2016-045](#)

## UNFINISHED BUSINESS

### NEW BUSINESS

#### 1. Resolutions

Resolutions referred to Finance Committee

- \*a.      [2021-079](#)      A Resolution Designating the Investment and Allocation Plan for the Borough's Land Trust Investment Fund and Establishing Appropriate Benchmarks to Measure Performance as of November 1, 2021 and for Calendar Year 2022 (Mayor)

Attachments:      [Resolution 2021-079](#)  
                             [Memo](#)

Resolutions referred to Policies and Procedures Committee

- \*b.      [2021-080](#)      A Resolution Supporting the Kenai Peninsula Continuum of Care Homeless Coalition and Submitting a Proposal to the Alaska Mental Health Trust Authority for Assistance to Fund a Homeless and Housing Service Coordinator Position (Mayor)

Attachments:      [Resolution 2021-080](#)  
                             [Memo](#)  
                             [Public Comment](#)

- \*c.      [2021-081](#)      A Resolution Authorizing the Mayor to Execute an Agreement with the State of Alaska, Department of Corrections, Division of Pretrial, Probation and Parole for Services Provided by the Borough through the Soldotna Public Safety Communications Center (Mayor)

Attachments:      [Resolution 2021-081](#)  
                             [Memo](#)  
                             [Memorandum of Agreement](#)  
                             [Reference Copy Resolution 2021-035](#)

## 2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

- \*a.     [2021-19-24](#)     An Ordinance Appropriating Funds from the Western Emergency Service Area Operating Fund for the Purpose of Purchasing Two Pieces of Fire Apparatus (Mayor) (Hearing on 11/09/21)

Attachments:     [Ordinance 2021-19-24](#)  
                          [Memo](#)

- \*b.     [2021-19-25](#)     An Ordinance Appropriating Funds from the General Fund for The Purpose of Paying Costs Associated with Implementing the City of Seldovia Increase in City Sales Tax Rate From 4.5% in the Second and Third Quarter to 6.5%, Voted on by the Qualified Voters of the City of Seldovia (Mayor) (Hearing on 11/09/21)

Attachments:     [Ordinance 2021-19-25](#)  
                          [Memo](#)  
                          [Seldovia Ordinance 22-02](#)

- \*c.     [2021-19-26](#)     An Ordinance Approving and Accepting \$316,015.89 from Southern Region Emergency Medical Service Council, Established by the State of Alaska Office of Emergency Medical Services through the American Rescue Plan Act of 2021 (Mayor) (hearing on 11/09/21)

Attachments:     [Ordinance 2021-19-26](#)  
                          [Memo](#)  
                          [State of Alaska Proposal](#)  
                          [Nikiski Fire MIH CP Budget Document Final](#)  
                          [Nikiski Fire Medical Director Support Letter](#)

- \*d.     [2021-19-27](#)     An Ordinance Approving and Accepting \$89,997 from the U.S. Department of Agriculture, Natural Resources Conservation Service for the Community Compost & Food Waste Recovery Program and Entering into a Memorandum of Agreement with Bridges Community Resource Center, Inc. to Administer the Project (Mayor) (Hearing on 11/09/21)

Attachments:     [Ordinance 2021-19-27](#)  
                          [Memo](#)  
                          [Grant Award](#)  
                          [Memorandum of Agreement](#)  
                          [Reference Copy Resolution 2013-022](#)

- \*e. [2021-37](#) An Ordinance Amending KPB 5.10.200(B) to Add a New Subparagraph under Authorized Investments – to Form a General Policy on Derivatives for the Borough’s Land Trust Investment Fund (Mayor) (Shortened Hearing on 11/09/21)

Attachments: [Ordinance 2021-37](#)  
[Memo](#)

Ordinances for Introduction and referred to the Lands Committee

- \*f. [2021-39](#) An Ordinance Amending KPB 2.56.006 and Providing Two Amendments to the 2019 Kenai Peninsula Borough Comprehensive Plan to Remove Reference to Exploring Feasibility of Areawide Health Powers (Derkevorkian) (Hearing on 12/07/21)

Attachments: [Ordinance 2021-39](#)  
[Memo](#)

Ordinances for Introduction and referred to the Policies and Procedures Committee

- \*g. [2021-38](#) An Ordinance Amending KPB Title 7 Regarding Alcohol and Marijuana Regulations to Require Applicant Compliance with Form Filing Requirements under Alaska Law, Add Three Items Under Applicant Standards for Review, and to Define the Term Applicant (Cox) (hearing on 12/07/21)

Attachments: [Ordinance 2021-38](#)  
[Memo](#)

- \*h. [2021-40](#) An Ordinance Amending KPB 2.40.015 Regarding Planning Commission Membership and Apportionment (Cox, Chesley) (Hearing on 12/07/21)

Attachments: [Ordinance 2021-40](#)  
[Memo](#)  
[Reference Copy Ordinance 2016-25 SUB](#)

### 3. Other

Other items referred to Policies and Procedures Committee

- \*a. [KPB-3651](#) Confirmation of Thomas H. Nelson as Director of Maintenance

Attachments: [Maintenance Director Confirmation](#)

## MAYOR’S REPORT

[KPB-3638](#) Mayor's Report Cover Memo

Attachments:      [Cover Memo](#)

1. Assembly Requests/Responses - None.

2. Agreements and Contracts

- a.      [KPB-3639](#)      Authorization to Award Contract ITB22-011 North Peninsula Recreation Service Area Touchless Fixture Upgrade to Alaska Mechanical, Inc., Anchorage, Alaska.

Attachments:      [Authorization to Award ITB22-011](#)

- b.      [KPB-3640](#)      Sole Source Request from Knox Co., Knox KeySecure Devices.

Attachments:      [Sole Source - Knox Co](#)

- c.      [KPB-3641](#)      Authorization to Award a Contract for RFP22-002 Borough Continuity of Operations Plan (COOP) to Facility Engineering Associates, P.C., Fairfax, VA.

Attachments:      [Authorization to Award RFP22-002](#)

- d.      [KPB-3642](#)      Authorization to Award a Contract for RFP22-003 Code Revision to Holmes Weddle & Barcott, P.C., Anchorage, Alaska.

Attachments:      [Authorization to Award RFP22-003](#)

- e.      [KPB-3643](#)      Authorization to Waive Formal Bidding Procedures (5.28.300) to HCL, Anchorage, Alaska.

Attachments:      [Authorization to Waive Formal Bidding](#)

- f.      [KPB-3644](#)      Authorization to Award a Contract for ITB22-017 Gravel Road Projects FY2022 Central Region, Unit 10 to Hammond Trucking & Excavation, Inc., Soldotna, Alaska

Attachments:      [Authorization to Award ITB22-017](#)

- g.      [KPB-3645](#)      Authorization to Award a Contract for ITB22-018 Gravel Road Projects FY2022 South Region, Units 3 & 7 to Paul's Services, Anchor Point, Alaska.

Attachments:      [Authorization to Award ITB22-018](#)

- h.      [KPB-3646](#)      Authorization to Award a Contract for ITB22-019 Gravel Road Projects FY2022 North Region, Unit 4 to D & L Construction Co., Inc., Cooper Landing, Alaska.

Attachments:      [Authorization to Award ITB22-019](#)

- i.      [KPB-3647](#)      Authorization to Award a Contract for ITB22-020 Gravel Road

Projects FY2022 West Region, Units 3 & 6 to Peninsula Construction, Kenai, Alaska.

Attachments: [Authorization to Award ITB22-020](#)

3. Other

- a. [KPB-3648](#) Tax Adjustment Request Approval

Attachments: [Tax Adjustment Request Approval](#)

- b. [KPB-3649](#) Revenue - Expenditure Report - September 2021

Attachments: [Revenue Expenditure Report](#)

- c. [KPB-3650](#) Budget Revisions - September 2021

Attachments: [Budget Revisions](#)

## 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. November 9, 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](http://kpb.us): "Meeting and Public Notices" "Current Assembly Agenda".*

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

*ordinances and resolutions.*





# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Minutes - Draft

### Assembly

*Brent Hibbert*  
*Brent Johnson*  
*Jesse Bjorkman*  
*Lane Chesley*  
*Tyson Cox*  
*Richard Derkevorkian*  
*Cindy Ecklund*  
*Bill Elam*  
*Mike Tupper*

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Tuesday, October 12, 2021

6:00 PM

Betty J. Glick Assembly Chambers

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**Zoom ID: 938 6524 5999 Passcode: 886199**

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

[Clerk's Note: The invocation was given by Carrie Henson.]

### ROLL CALL

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

Also present were:

Charlie Pierce, Borough Mayor

Aaron Rhoades, Chief of Staff

Brandi Harbaugh, Borough Finance Director

Sean Kelley, Borough Attorney

Johni Blankenship, Borough Clerk

Michele Turner, Deputy Borough Clerk

### COMMITTEE REPORTS

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

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

Assembly Member Bjorkman stated the Policies and Procedures Committee met and

discussed its agenda items.

*[Clerk's Note: The Assembly convened in executive session to discuss a personnel matter. Those who attended were members of the Assembly, the Borough Clerk, and Acting Borough Attorney Sean Kelley. Mr. Kelley's consent to convene into executive session was given.]*

## **VACANCY, DESIGNATION OR SEATING MEMBERS**

### **1. Swear-In Newly Elected Assembly Members**

*[Clerk's Note: Borough Clerk Johni Blankenship administered oaths of office to the newly elected Assembly Members: Brent Hibbert, District 1; Cindy Ecklund, District 6; Mike Tupper, District 9.]*

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

[KPB-3618](#) September 21, 2021 Regular Assembly Meeting Minutes  
approved.

[2021-19-12](#) An Ordinance Approving and Accepting \$4,791.02 from the Kenai Watershed Forum on behalf of the Donald E. Gilman River Center to Support the Adopt-A-Stream K-12 Education and Outreach Program (Mayor)  
This Budget Ordinance was enacted.

[2021-19-13](#) An Ordinance Appropriating Commercial Passenger Vessel Tax Proceeds Received from the State of Alaska under the Federal Pass-Through Program, American Rescue Plan Act of 2021 in the Amount of \$612,640 and Allocating \$577,195 to the City of Seward and \$35,445 to the City of Homer (Mayor)  
This Budget Ordinance was enacted.

[2021-19-14](#) An Ordinance Accepting and Appropriating Funding from the State of Alaska in the Amount of \$426,303 for Fiscal Year 2022 and Approving Projects to be Completed for Community Purposes under the State's 2021/2022 Community Assistance Programs (Mayor)  
This Budget Ordinance was enacted.

[2021-19-15](#) An Ordinance Appropriating \$150,000 to the Legal Department to Cover Costs of Hiring Hearing Officers for Planning Commission Appeals (Mayor)  
This Budget Ordinance was enacted.

[2021-19-16](#) A Budget Ordinance Appropriating Estimated Insurance Proceeds of \$847,000 for the Cost of the Nanwalek Teacher Housing Replacement Project (Mayor)

**This Budget Ordinance was enacted.**

[2021-072](#) A Resolution Updating the Kenai Peninsula Borough Schedule of Rates, Charges and Fees, Pursuant to KPB 1.26 (Dunne)

**This Resolution was adopted.**

[2021-074](#) A Resolution Authorizing the Mayor to Participate in the Opioid Settlement (Mayor)

**This Resolution was adopted.**

[2021-076](#) A Resolution Authorizing a Sole Source Procurement for Leadership Consulting and Training Services with FutureSYNC International (Mayor)

**This Resolution was adopted.**

[2021-077](#) A Resolution Establishing a Temporary North Road Extension Advisory Task Force (Mayor, Bjorkman)

**This Resolution was adopted.**

[2021-078](#) A Resolution Certifying the Results of the October 5, 2021 Regular Borough Election (Hibbert at the Request of the Borough Clerk)

**This Resolution was adopted.**

[2021-19-17](#) An Ordinance Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough through Tax Foreclosure Proceedings and Appropriating Funds to Satisfy Tax Obligations for Retained Parcels (Mayor)

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

[2021-19-18](#) An Ordinance Appropriating \$703,960 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2021 Transfer of Land Sales Revenue to the Land Trust Investment Fund per KPB 5.20.080(B) (Mayor)

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

[2021-19-19](#) An Ordinance Appropriating Funds from the General Fund for the Purpose of Brushing Around Facilities and Fences at Solid Waste

**Facilities (Mayor)**

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

[2021-19-20](#) An Ordinance Authorizing the Acquisition of Real Property Located at 203 West Pioneer Avenue, Homer, Alaska on Behalf of the South Peninsula Hospital Service Area, Appropriating \$975,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing a Second Amendment to the Operating Agreement with SPH, Inc. (Mayor)

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

[2021-19-21](#) An Ordinance Appropriating Funds from the Solid Waste Capital Project Fund for the Completion of the Homer Solid Waste Facility Monofill Cut and Fill Project (Mayor)

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

[2021-19-22](#) An Ordinance Appropriating Additional Funds from the General Fund to Support the Fiscal Year 2022 Homer Transfer Facility Operation and Maintenance Contract (Mayor)

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

[2021-19-23](#) An Ordinance Appropriating Estimated Insurance Proceeds of \$100,000 for the Cost of Repairs to CES Ambulance AM-0027 and Authorizing a Sole Source Award to Braun Northwest for the Repairs (Mayor)

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

[2021-36](#) An Ordinance Adopting an Amendment to the Document Referred to as the “Comprehensive Plan for Moose Pass, 1993” Regarding Municipal Entitlement Land known as Kenai Area Plan Unit 380G(1) (Mayor)

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

[KPB-3578](#) Petition to Vacate a Right-of-way: Kuchta Street/Kuchta Estates Subdivision Part One, KN 77-33, and Kuchta Estates Subdivision Part Two, KN 77-189, Kenai Recording District, Section 28, Township 7 North, Range 11 West, Seward Meridian

[Clerk’s Note: The Planning Commission approved the referenced petition to vacate at is September 13, 2021 meeting by unanimous consent.]

approved.

[KPB-3579](#) Petition to Vacate a Right-of-Way: Culd-de-sac Portion of Fannie Mae Avenue / Edgington Subdivision No. 3, Plat KN 79-195, Section 30, Township 5 North, Range 9 West, Seward Meridian

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at is September 27, 2021 meeting by unanimous consent.]

approved.

[KPB-3580](#) Petition to Vacate a Right-of-way: Shane Rae Circle Right-of-Way, S & S Sub KN 86-112 East 1/2, West 1/2, Southwest 1/4, Southwest 1/4, Section 22, Township 5 North, Range 10 West, Kenai Recording District

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at is September 13, 2021 meeting by unanimous consent.]

approved.

[KPB-3581](#) Petition to Vacate a Right-of-way: Derks Lake Road as Dedicated on Denise Lake Estates Part Two, KN 94-27 and Tatum Subdivision, KN 2021-15, Kenai Recording District, Sections 14 and 23 Township 05 North Range 10 West Seward Meridian

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at is September 13, 2021 meeting by unanimous consent.]

approved.

[KPB-3582](#) Petition to Vacate a Section Line Easement: 50-foot Section Line Easements Associated with the Southeast 1/4, Southeast 1/4, of Section 14 and the Northeast 1/4, Northeast 1/4, of Section 23 Township 05 North, Range 10 West, Seward Meridian

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at is September 13, 2021 meeting by unanimous consent.]

approved.

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[KPB-3592](#) Confirming an Appointment to the Road Service Area Board (Mayor)

Ed Holsten, East Region, Term Expires September 30, 2024

approved.

[KPB-3594](#) Confirming Appointments to the Kenai Peninsula Borough Advisory Planning Commissions (Mayor)

Cooper Landing APC

David Story, Seat E, Term Expires September 30, 2024

Kathryn Recken, Seat F, Term Expires September 30, 2024

Anchor Point APC

Dawson Slaughter, Seat G, Term Expires September 30, 2024

John R. Cox, Seat F, Term Expires September 30, 2024

Kachemak Bay APC

Owen Meyer, Seat C, Term Expires September 30, 2024

Courtney Brod, Seat D, Term Expires September 30, 2024

Funny River APC

Julie Von Kanel, Seat E, Term Expires September 30, 2024

Moose Pass APC

Bruce Jaffa, Seat D, Term Expires September 30, 2024

David Pearson, Seat E, Term Expires September 30, 2024

approved.

[KPB-3593](#) Confirming Appointments to the Kenai Peninsula Borough Service Areas (Mayor)

Bear Creek Fire Service Area

Jeffrey Wolf, Seat C, Term Expires October, 2024

Kachemak Emergency Service Area

Jeffrey Serio, Seat B, Term Expires October, 2024

Roy Wilson, Seat C, Term Expires October, 2024

Seldovia Recreational Service Area

Valisa Higman, Seat C, Term Expires October, 2024

South Kenai Peninsula Hospital Service Area  
Amber Cabana , Seat H, Term Expires October, 2022

Seward Bear Creek Flood Service Area  
Steven Taylor, Seat E, Term Expires October, 2024

Western Emergency Service Area  
Janice Nofziger, Seat E, Term Expires October, 2024  
approved.

[KPB-3595](#) Consenting to and Confirming the Appointment of Sean Kelley as  
Borough Attorney (Mayor)  
approved.

[KPB-3619](#) Confirming Appointments to the Kenai Peninsula Borough Resilience  
and Security Advisory Commission (Mayor)

East Peninsula (Areas of Seward, Moose Pass, Cooper Landing)  
Jennifer Pletz, Term Expires September 30, 2024

At-Large (Any Geographical Area)  
Randy Arndt, Term Expires September 30, 2024  
approved.

#### Approval of the Agenda and Consent Agenda

President Hibbert called for public comment with none being offered.

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

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

#### COMMENDING RESOLUTIONS AND PROCLAMATIONS

#### PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-3603](#) Solar Farm Projects, Renewable IPP, LLC, Jenn Miller, CEO (10 Minutes)

*[Clerk's Note: Jenn Miller gave a presentation to the Assembly.]*

2. [KPB-3604](#) COVID-19 Peninsula Update, Public Health Nurses (10 Minutes)

*[Clerk's Note: Lorne D. Carroll, RN, BSN, Homer Public Health Nurse and Dorothea Ferraro, PIO, South Peninsula Hospital gave a COVID-19 update to*

*the Assembly.]*

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

President Hibbert called for public comment.

**Ray Southwell**, spoke on ivermectin resources.

**Henry Krull**, spoke in support of solar panel farms.

**David Thomas**, Homer Electric Association spoke in support of solar panel farms.

**Debra Orth**, Kenai spoke on COVID-19 treatments.

**Bjorn Olson**, spoke in support of solar panel farms.

**Tim Dillon**, Kenai Peninsula Economic Development District spoke in support of renewable IPP projects.

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**

#### [2021-35](#)

An Ordinance Amending KPB 10.08 to Prohibit Smoking in all Kenai Peninsula Borough Buildings and Vehicles, and Amending KPB 1.24.090 the Minor Offense Penalty Schedule (Johnson, Cox, Dunne)

**Bjorkman moved to enact Ordinance 2021-35.**

President Hibbert called for public comment with none being offered.

**Johnson moved to amend Ordinance 2021-35 as follows:**

The 6th Whereas Clause to read, "in July of 2018 Governor Walker signed Senator Micciche's bill (which by then had [21]33 co-sponsors) into state law: and"

**The motion to amend Ordinance 2021-35 carried by the following vote:**

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

**Johnson moved to amend Ordinance 2021-35 as follows:**

10.08.020 [NO SMOKING SIGNS POSTED] "Definitions.

[THE MAYOR SHALL CAUSE NOTICE TO BE POSTED AND MAINTAINED AT THE ASSEMBLY MEETING ROOM.]

"E-Cigarette" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person through inhalation of vapor or aerosol from the product, of any size or shape, whether the product is manufactured, distributed, marked, or sold as an e-cigarette, e-cigar,



e-pipe, e-hookah, vape pen, or any other product name or descriptor, "e-cigarette" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration as those terms are defined in 21 U.S.C. 301-392 (Food, Drug, and Cosmetic Act), unless the use of those products simulate smoking or expose others to vapor or aerosol.

"Smoking" means using e-cigarette or other oral smoking device or inhaling, exhaling, burning, or carrying a lighted or heated cigar, cigarette, pipe, or tobacco or plant product intended for inhalation."

Renumber the proposed amended Section 10.08.020, Violations and penalties, to add a new Section 10.08.03 to read as follows:

"10.08.030 - Violations and Penalties.

Any violation of this chapter is an infraction. The fine for offenses in this title is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070."

**The motion to amend Ordinance 2021-35 carried by the following vote:**

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

**Bjorkman moved to amend Ordinance 2021-35 as follows:**

Paragraph 10.080.010(A) in Section 1 to read. "3. Outdoors within ten feet (10') of playground equipment at a [PUBLIC SCHOOL] borough owned facility;"

**The motion to amend Ordinance 2021-35 carried by the following vote:**

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

**The motion to enact Ordinance 2021-35 as amended carried by the following vote:**

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

## UNFINISHED BUSINESS

## NEW BUSINESS

### 1. Resolutions

#### [2021-075](#)

A Resolution Classifying Certain Parcels of Borough Owned Land in the Anchor Point Area (Mayor)

Derkevorkian moved to adopt Resolution 2021-075.

President Hibbert called for public comment.

The following people spoke in support of Resolution 2021-075:

**Melissa Martin**, Anchor Point Food Pantry

**Greg Meyer**, Food Bank

**Teece Scovell**, Anchor Point Food Pantry

The following people spoke in opposition to Resolution 2021-075:

**Emmit Trimble**, Anchor Point

**Mary Trimble**, Anchor Point

**Darline Cary**, Nikolaevsk

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

Assembly Members Carpenter and Dunne spoke in support of Resolution 2021-075.

**Elam moved to Call the Question.**

**The motion to Call the Question carried by the following vote:**

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

**No:** 1 - Bjorkman

**The motion to adopt Resolution 2021-075 carried by the following vote:**

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

## MAYOR'S REPORT

### [KPB-3606](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses
2. Agreements and Contracts
  - a. [KPB-3607](#) Authorization to Award a Contract for ITB22-012 Nikiski Community Center AV Upgrade to Sound Decisions, LLC., Palmer, Alaska.
  - b. [KPB-3608](#) Authorization to Award a Contract for TIB22-013 Brushing Vegetation Control Center Region, Units 2, 4, 5 and 10 to River City Construction, Soldotna, Alaska.
  - c. [KPB-3609](#) Authorization to Award a Contract for ITB22-015 Brushing Vegetation

Control, South Region, Units 3, 4 and 5 to River City Construction, Soldotna, Alaska.

- d. [KPB-3610](#) Authorization to Award a Contract for ITB22-014 Brushing Vegetation Control, North Region, Unit 1 to River City Construction, Soldotna, Alaska
- e. [KPB-3611](#) Authorization to Award a Contract for ITB22-016 Brushing Vegetation Control, West Region, Unit 7 to River City Construction, Soldotna, Alaska.
- f. [KPB-3612](#) Authorization to Award a Contract for IT22-005 Nanwalek Teacher Housing to Wolverine Supply, Inc., Wasilla, Alaska.
- g. [KPB-3613](#) Authorization to Award a Contract for ITB22-010 SSWS Well Decommissioning Project 2021 to Endries Company, Soldotna, Alaska.

3. Other

- a. [KPB-3614](#) Tax Adjustment Request Approval
- b. [KPB-3615](#) Tsunami Siren System Upgrades
- c. [KPB-3616](#) Litigation Status Report - Quarter Ending 09/30/2021
- d. [KPB-3617](#) Nikiski Fire Service Area "Mobile" Integrated Healthcare Community Paramedicine Program"

## PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Hibbert called for public comment.

**Dawson Slaughter**, Anchor Point thanked newly elected officials and the Clerk's Office for a successful election. He thanked the assembly for their service.

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

## ASSEMBLY COMMENTS

Assembly Member Chesley read a letter from Alex Koplin recognizing the contributions of Assembly Member Dunne. He thanked Borough staff for their hard work and dedication to the assembly.

Assembly Member Carpenter spoke on the importance of updating the track at Seward High School.

Vice President Johnson stated he enjoyed his time sitting next to Assembly Member Carpenter and wished him and Assembly Member Dunne well on their future endeavors. He offered his congratulations to Cindy Ecklund for being elected to the Assembly.

Assembly Member Elam thanked borough staff for their hard work. He thanked members of the public for their participation. He congratulated the newly elected officials and thanked Assembly Members Dunne and Carpenter for their dedication to the Assembly. He stated he participated in the borough election and thanked all election workers and the Clerk's Office for their hard work in the 2021 municipal election.

Assembly Member Cox thanked the Clerk's Office for their hard work on the Municipal Election. He congratulated the South Peninsula on their voter turnout. He encouraged people to vote next year. He thanked Assembly Members Dunne and Carpenter for their time on the assembly. He congratulated the Soldotna High School Football and Cross Country Running teams for making the State Tournament. He stated he was on a committee to raise money for the Triumvirate Theater and if anyone would like to donate to please contact him.

Assembly Member Dunne stated it was an honor to serve the communities of the borough and his most proud accomplishment was the establishment of the Resilience and Security Commission. He thanked the voters for electing him to the South Peninsula Hospital Board. He thanked the Clerk's Office for their hard work and his wife Janice for her love and support. He expressed his gratitude for having the opportunity to serve on the Assembly.

Assembly Member Derkevorkian congratulated the newly elected officials throughout the borough and thanked everyone who had previously served.

Assembly Member Bjorkman thanked the public for their testimony and participation. He offered his condolences to the Quiner and Brooks families. He stated the importance of supporting one another through difficult times. He thanked a group in Nikiski organizing a Thanksgiving youth dinner. He stated the Redistricting Board would be holding a public hearing at the Borough Assembly Chambers on Thursday, October 14, 2021. He encouraged the public to be involved in the process. He thanked the Clerk's Office for their hard work with the municipal election. He congratulated the newly elected officials on their wins. He spoke on the costs/benefits of decisions in areas such as Anchor Point. He encouraged everyone to drive safely and wished everyone a good evening.

President Hibbert thanked Mayor Pierce and Chief of Staff Rhoades for providing good information to the assembly. He thanked Assembly Member Chesley for

organizing the COVID-19 presentation. He thanked Assembly Members Dunne and Carpenter for their hard work and stated his appreciation for their dedication to the assembly. He congratulated newly elected officials Cindy Ecklund and Mike Tupper.

## PENDING LEGISLATION

[2021-067](#) A Resolution Declaring the Kenai Peninsula Borough to be an Inclusive Community where Citizens are Treated Equally and Empowered with Free Choice (Mayor, Bjorkman, Derkevorkian, Elam) [Tabled as amended on 09/07/21]

## INFORMATIONAL MATERIALS AND REPORTS

### ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. October 26, 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 9:55 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of October 12, 2021.

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

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

Introduced by:	Mayor
Date:	10/12/21
Hearing:	10/26/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-17**

**AN ORDINANCE AUTHORIZING RETENTION OR SALE OF CERTAIN REAL  
PROPERTY OBTAINED BY THE KENAI PENINSULA BOROUGH THROUGH TAX  
FORECLOSURE PROCEEDINGS AND APPROPRIATING FUNDS TO SATISFY TAX  
OBLIGATIONS FOR RETAINED PARCELS**

**WHEREAS,** certain real property has been deeded to the borough through tax foreclosure proceedings pursuant to AS 29.45.290 et seq. for delinquent payment of taxes; and

**WHEREAS,** these parcels have been reviewed by the Kenai Peninsula Borough School District, all Kenai Peninsula Borough administrative departments, service areas, cities, and the Kenai Peninsula Borough Planning Commission; and

**WHEREAS,** the administration recommends certain parcels be retained for the public purpose noted; and

**WHEREAS,** notice of hearing of this ordinance has been sent by certified mail to the former owners of record of the real properties which are subject to this ordinance within five days of the first publication of this ordinance as per AS 29.45.460(c); and

**WHEREAS,** it is the administration's intent to extend the right to purchase properties that are to be retained for public purpose up to the date of auction similar to those foreclosed properties that are scheduled for sale; and

**WHEREAS,** the Planning Commission conducted a public hearing on October 11, 2021, and recommended approval by majority consent;

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

**SECTION 1.** That the following real property as shown in Exhibit A is designated as tax foreclosed parcels retained for a public purpose with a recommended classification, pursuant to KPB 5.12.310.

**SECTION 2.** It is hereby determined that a public need for the parcels listed in Exhibit B does not exist and they are hereby designated as tax foreclosed parcels eligible for sale and may be sold by auction, pursuant to KPB 5.12.320.

**SECTION 3.** That the mayor is hereby authorized to market and sell the real property designated as foreclosed parcels for sale for an amount not less than the judgment amount for delinquent taxes, plus penalties, interest and any and all other related costs as certified by the finance department, for cash at a public outcry auction. All real property is to be sold as is where is, subject to any and all encumbrances, restrictions of record, zoning ordinances, and any and all plat requirements and covenants.

**SECTION 4.** In the event a parcel is sold for an amount in excess of the delinquent taxes, penalties, interest and any other related costs, excess sale proceeds for that parcel may be subject to additional sale fees incurred by the borough for Auction Services as defined in the contract for auction services.

**SECTION 5.** Once all deductions have been tabulated, the borough finance director shall provide written notice to the former record owner of the real property advising of the excess sale proceeds amount and the manner in which a claim for the balance of the proceeds may be submitted. Notice is sufficient if mailed to the former owner of record at his/her last known address as disclosed by borough assessor records. Upon presentation of a proper claim, the borough shall remit excess sale proceeds to the former owner of record. A claim for excess proceeds which is filed after six (6) months from the date of the auction is forever barred. Upon expiration of the above claim period, all unclaimed excess sale proceeds are to be deposited in the Land Trust Investment Fund.

**SECTION 6.** That the assembly authorizes the mayor to conduct a live outcry auction, online auction or a combination thereof of the tax foreclosed real property listed in Exhibit B. Auction is to be held on December 4, 2021, at the Soldotna High School Auditorium, 425 West Marydale Ave., Soldotna, Alaska. Public notice to be published in a newspaper of general circulation within the borough not less than thirty (30) days before the date of the sale. In the event there are borough or State of Alaska restrictions in place that would prohibit an in-person event of this nature, the administration may elect to proceed with the auction in an online only format or postpone the event for a period not to exceed 90 days.

**SECTION 7.** That the mayor shall execute and deliver to the buyer of any of the sale parcels a tax foreclosure deed specifically without any warranty or representation. Said deed will convey any and all interest the borough may have in the subject parcel. Prospective buyers shall be put on notice by this ordinance and by other means of publication and or public notice of the terms of the sale. The borough has no expressed or implied knowledge of said parcels and does not guarantee any right, title or interest in and to any of the parcels sold or improvements that may be located on said parcels. It is the burden of potential buyers to determine condition of title prior to bidding at the sale. The borough shall be held harmless from any and all claims regarding title or possession to and future use and enjoyment of, any of the parcels to be sold. Potential buyers shall be advised that the borough, at its sole

discretion, reserves the right to withdraw any and or all of the parcels listed for sale. Pursuant to law, any or all of the real property listed for sale may be repurchased by the record owners, or their assigns or heirs, at any time prior to the close of business the day prior to the scheduled sale date, excluding holidays and weekends.

**SECTION 8.** That \$6,921.64 is appropriated from the Land Trust Fund Account fund balance to Account No. 250.21210.00000.45110 to satisfy tax obligations pursuant to AS 29.45.290 for those parcels specifically being retained by the borough for a public purpose.

**SECTION 9.** That Sections 2 through 6 of this ordinance shall take effect immediately upon enactment.

**SECTION 10.** That Section 1 of this ordinance shall take effect at 5pm the day prior to the scheduled sale date.

**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*  
Brandi Harbaugh, Finance Director *BH*  
Melanie Aeschliman, Planning Director *MA*  
Marcus Mueller, Land Management Officer *MM*

**FROM:** Aaron Hughes, Land Management Agent *AH*

**DATE:** September 30, 2021

**RE:** Ordinance 2021-19- 17, Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough through Tax Foreclosure Proceedings and Appropriating Funds to Satisfy Tax Obligations for Retained Parcels (Mayor)

Pursuant to AS 29.45.290 et. seq. and KPB 17.10.100(A), regarding tax foreclosure proceedings, the borough has received Clerk's Deeds for the real property listed in the subject ordinance. Pursuant to AS 29.45.460(c), notice of the sale is sent to the last owner(s) of record by certified mail within five days of the first publication of the notice of hearing of the ordinance.

A preliminary list of parcels proposed for the 2021 auction was sent for review and comment to the Kenai Peninsula School District, all borough administrative departments, cities, and KPB service areas. The ordinance will authorize those parcels shown on Exhibit B to be sold at public auction and authorize those parcels listed in Exhibit A to be retained for a public purpose with a classification recommendation. The number of parcels to be sold or retained is subject to change prior to sale should delinquent tax obligations be paid.

To view additional parcel information, the parcels numbers shown on Exhibits A and B are hyper-linked to the borough's parcel viewer.

The tax foreclosure live and/or online auction is scheduled for December 4, 2021 at the Soldotna High School Auditorium. The Planning Commission will consider this ordinance at its regularly scheduled meeting on October 11, 2021 and the action taken will be reported to the Assembly.

If approved, this ordinance would also appropriate \$6,921.64 to satisfy tax obligations for parcels retained for a public purpose.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account: <u>250.27910</u>	Amount: \$ <u>6,921.64</u>
By: <u><i>CH</i></u>	Date: <u>9/23/2021</u>


Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

**TO:** Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Johni Blankenship, Borough Clerk

**FROM:** Michele Turner, Deputy Borough Clerk 

**DATE:** October 14, 2021

**RE:** Ordinance 2021-19-17: Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough through Tax Foreclosure Proceedings and Appropriating Funds to Satisfy Tax Obligations for Retained Parcels (Mayor)

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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 final Whereas clause has been updated to read:

**"WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of October 11, 2021, recommended approval by majority consent."

Thank you.

## Turner, Michele

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**From:** Shirnberg, Ann  
**Sent:** Tuesday, October 12, 2021 8:19 AM  
**To:** Turner, Michele  
**Cc:** Blankenship, Johni  
**Subject:** Ordinance Recommendations from 10/11/21 PC Meeting

**Importance:** High

Good Morning Michele,

The Planning Commission reviewed the following 2 ordinances and recommended approval by unanimous vote (9-Yes, 1-Absent, 1-Vacant Seat):

- Ordinance 2021-19-20: An ordinance authorizing the acquisition of real property located at 203 West Pioneer Avenue, Homer Alaska on behalf of South Peninsula Hospital, appropriating \$975,000.00 from the South Peninsula Hospital Plant Replacement & Expansion Fund for the purchase, and authorizing an amendment to the SPH, Inc. Operating Agreement.
- Ordinance 2021-19-17: An ordinance authorizing retention or sale of certain real property obtained by the Kenai Peninsula Borough through tax foreclosure proceedings and appropriating funds to satisfy tax obligations for retained parcels:

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.

## EXHIBIT A

### PROPERTIES TO BE RETAINED FOR A PUBLIC PURPOSE

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Reason for Retention	Recommended Applicable Classification
<a href="#">15912062</a>	Track Fifty-one (51) HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 15912062)	Happy Valley	5.00	KITCHEN, DONNA	Wetland Protection	Preservation
<a href="#">05518016</a>	Lot Five (5), Block Three (3), KALIFONSKY BEACH INDUSTRIAL PARK SUBDIVISION, according to Plat No. 73-23, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 05518016)	Kenai	0.96	C A VENTURES CORP	Wetland Protection	Preservation
<a href="#">15924005</a>	Tract Seventy-six (76), HAPPY VALLEY 5 ACRE HOMESITES SUBDIVISION, according to Plat No. 62-629, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 15924005)	Happy Valley	5.00	LICHTI, GOLDIE & POINTER, C L	Wetland Protection	Preservation
<a href="#">16520110</a>	Lot One (1), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520110)	Anchor Point	4.06	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520111</a>	Lot Two (2), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB 16520111)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation

<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#"><u>16520112</u></a>	Lot Three (3), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN16520112)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520113</u></a>	Four (4), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520113)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520114</u></a>	Lot Five (5), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520114)	Anchor Point	3.93	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520115</u></a>	Lot Six (6), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520115)	Anchor Point	4.63	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520116</u></a>	Lot Seven (7), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520116)	Anchor Point	4.63	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520117</u></a>	Lot Eight (8), Block Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE II, AMENDED, according to Plat No. 84-16, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520117)	Anchor Point	4.21	M C & H INVESTMENTS INC	Wetland Protection	Preservation

<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#">16520120</a>	Lot Three (3), Block Three (3), ROYAL HIGHLANDS SUBDIVISION PHASE III AMENDED, according to Plat No. 84-17, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520120)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520121</a>	Lot Four (4), Block Three (3), ROYAL HIGHLANDS SUBDIVISION PHASE III AMENDED, according to Plat No. 84-17, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520121)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520122</a>	Lot Five (5), Block Three (3), ROYAL HIGHLANDS SUBDIVISION PHASE ID AMENDED, according to Plat No. 84-17, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520122)	Anchor Point	4.05	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520123</a>	Lot Six (6), Block Three (3), ROYAL HIGHLANDS SUBDIVISION PHASE III AMENDED, according to Plat No. 84-17, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520123)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520124</a>	Lot Seven (7), Block Three (3), ROYAL HIGHLANDS SUBDIVISION PHASE III AMENDED, according to Plat No. 84-17, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520124)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520125</a>	Lot Eight (8), Block Three (3), ROYAL HIGHLANDS SUBDIVISION PHASE III AMENDED, according to Plat No. 84-17, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520125)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation

<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#"><u>16520126</u></a>	Lot One(1), Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520126)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520127</u></a>	Lot Two (2), Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520127)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520128</u></a>	Lot Three, Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520128)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520129</u></a>	Lot Four (4), Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520130)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520130</u></a>	Lot Five (5), Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520130)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520131</u></a>	Lot Six (6), Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520131)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation



<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#"><u>16520132</u></a>	Lot Seven (7), Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520132)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520133</u></a>	Lot Eight (8), Block Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE IV AMENDED, according to Plat No. 84-18, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520133)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520134</u></a>	Lot One (1), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520134)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520135</u></a>	Lot Two (2), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520135)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520136</u></a>	Lot Three (3), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 16520136)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520137</u></a>	Lot Four (4), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520137)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation



<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#"><u>16520138</u></a>	Lot Five (5), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520138)	Anchor Point	4.21	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520139</u></a>	Lot Six (6), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520139)	Anchor Point	4.63	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520140</u></a>	Lot Seven (7), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520140)	Anchor Point	4.63	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520141</u></a>	Lot Eight (8), Block Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE V AMENDED, according to Plat No. 84-19, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520141)	Anchor Point	4.21	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520142</u></a>	Lot One (1), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520142)	Anchor Point	4.21	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520143</u></a>	Lot Two (2), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520143)	Anchor Point	4.63	M C & H INVESTMENTS INC	Wetland Protection	Preservation

<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#"><u>16520144</u></a>	Lot Three (3), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520144)	Anchor Point	4.63	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520145</u></a>	Lot Four (4), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520145)	Anchor Point	4.21	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520146</u></a>	Lot Five (5), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520146)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520147</u></a>	Lot Six (6), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520147)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520148</u></a>	Lot Seven (7), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520148)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520149</u></a>	Lot Eight (8), Block Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE VI AMENDED, according to Plat No. 84-20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520149)	Anchor Point	4.24	M C & H INVESTMENTS INC	Wetland Protection	Preservation

<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#"><u>16520150</u></a>	Lot One (1), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520150)	Anchor Point	4.05	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520151</u></a>	Lot Two (2), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520151)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520152</u></a>	Lot Three (3), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520152)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520153</u></a>	Lot Four (4), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520153)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520154</u></a>	Lot Five (5), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520154)	Anchor Point	4.05	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#"><u>16520155</u></a>	Lot Six (6), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520155)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation

<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#">16520156</a>	Lot Seven (7), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520156)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520157</a>	Lot Eight (8), Block Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE VII AMENDED, according to Plat No. 84-21, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520157)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520159</a>	Lot One (1), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520159)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520160</a>	Lot Two (2), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520160)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520161</a>	Lot Three (3), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520161)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520162</a>	Lot Four (4), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520162)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520163</a>	Lot Five (5), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520163)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation

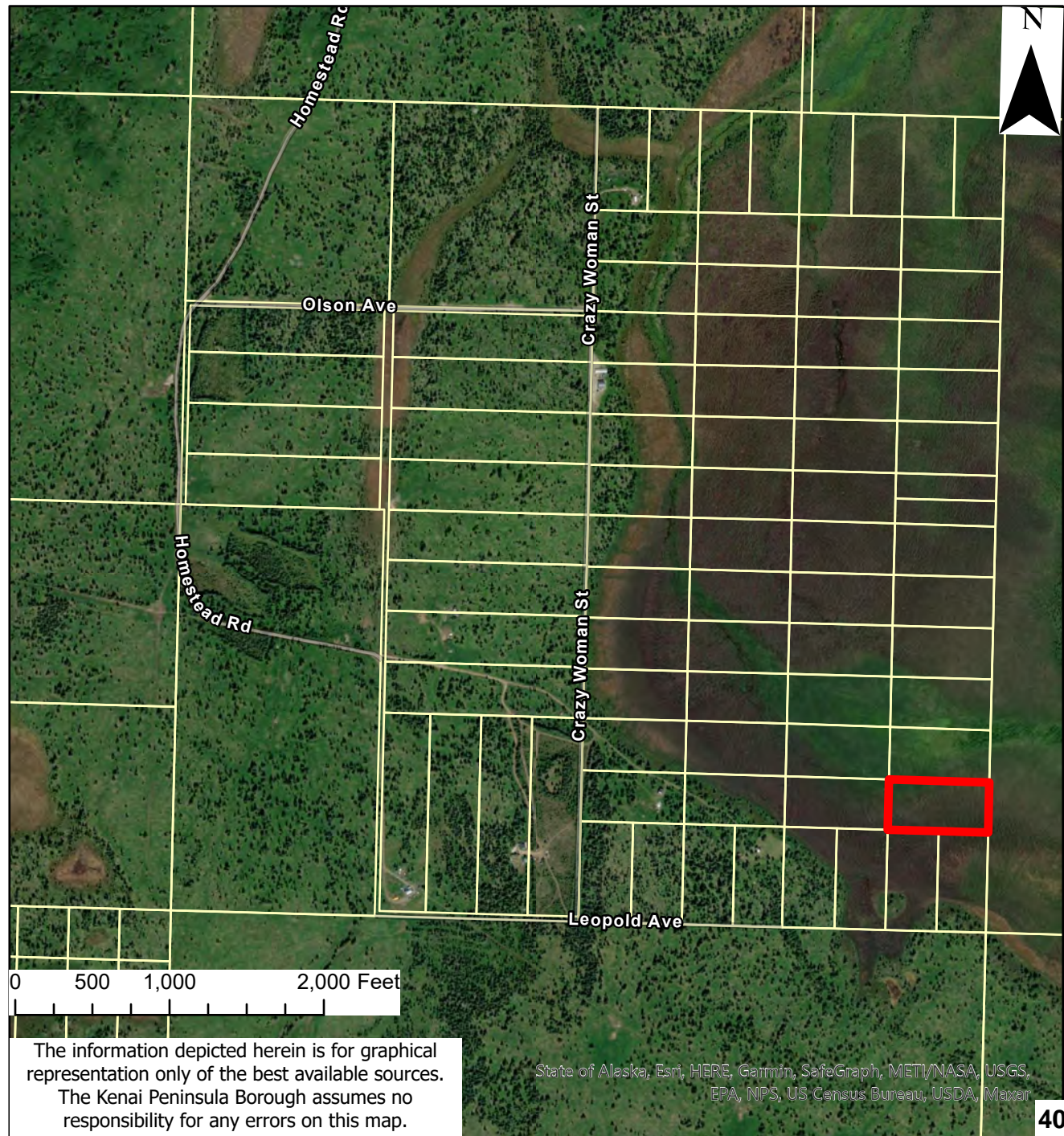
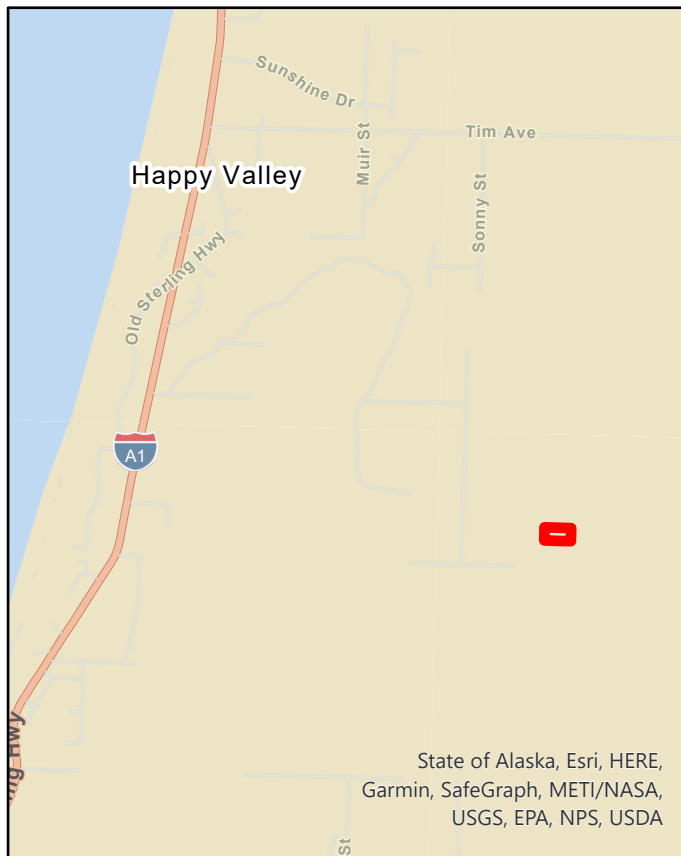
<b>Parcel No.</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Reason for Retention</b>	<b>Recommended Applicable Classification</b>
<a href="#">16520164</a>	Lot Six (6), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520164)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520165</a>	Lot Seven (7), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520165)	Anchor Point	4.78	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">16520166</a>	Lot Eight (8), ROYAL HIGHLANDS SUBDIVISION PHASE 12, according to Plat No. 84-11, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16520166)	Anchor Point	4.35	M C & H INVESTMENTS INC	Wetland Protection	Preservation
<a href="#">01221021</a>	Northeast one-quarter (NE¼) of Section Ten (10), Township (7) North, Range Twelve (12) West, Seward Meridian, PORTION SE¼NE¼ DESCRIBED AS SE CORDER GLI AS POINT OF ORIGIN; THENCE S89°58'30"W ALONG SOUTH LINE OF GLI 846.32 FEET TO POB; THENCE S89°58'30"W 474.99 FEET TO SW CORNER OF GL1; THENCE S47°46' EAST 948 FEET TO ROW OF NORTH KENAI ROAD; THENCE N56°50'E ALONG ROW 202.8 FEET; THENCE N0°2'40"W 166.48 FEET; THENCE N47°46W 535.88 FEET TO THE POINT OF BEGINNING, Kenai Recording District, Third Judicial District, State of Alaska (KPN PIN 01221021)	Nikiski	5.12	Eden, James W.	Retain for Lighthouse Street	Utility / Transportation



Reason for Retention:  
Wetland Protection

Recommended  
Classification:  
Preservation

Acres: 5.00 +/-

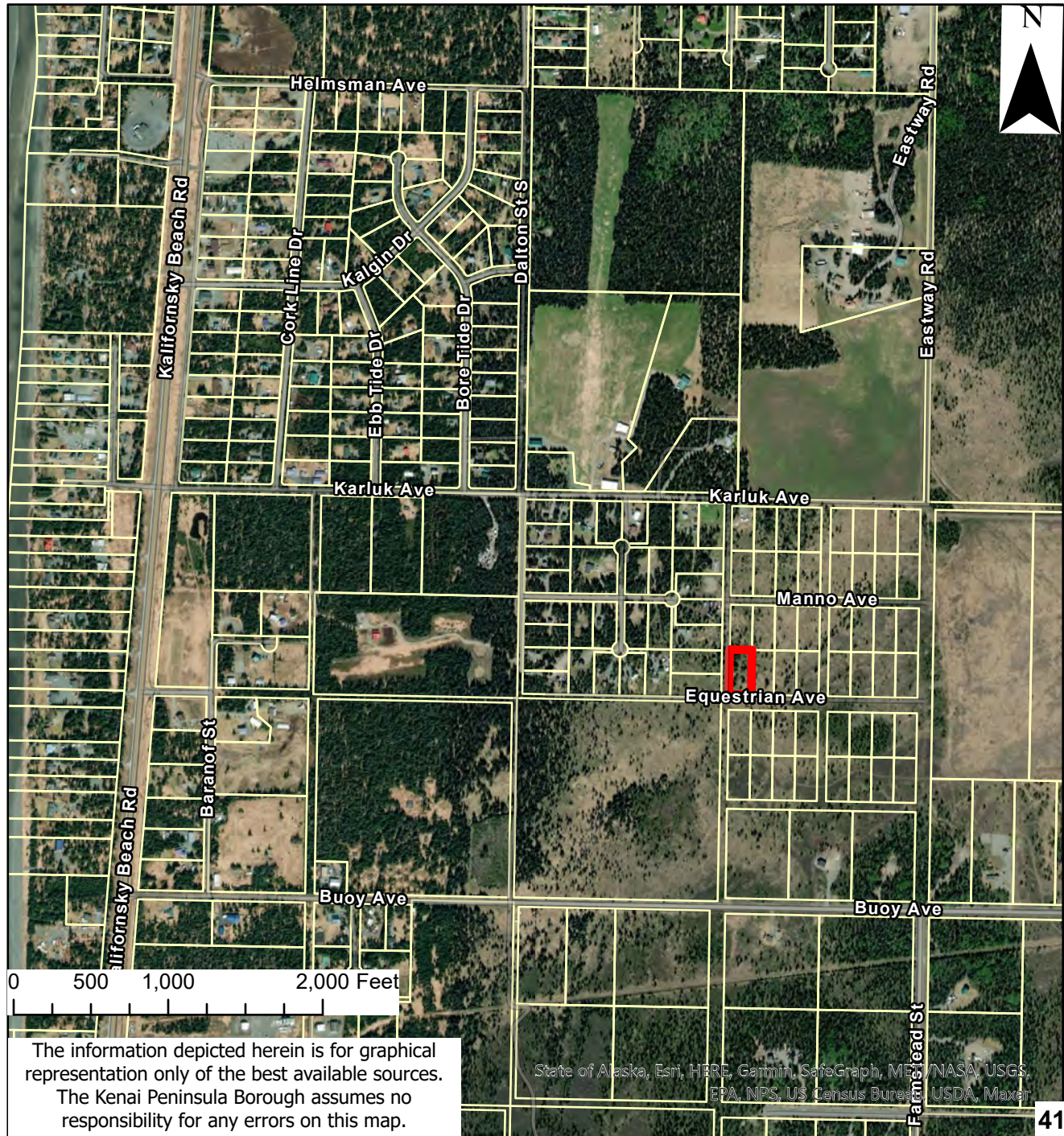




Reason for Retention:  
Wetland Protection

Recommended  
Classification:  
Preservation

Acres: 0.96 +/-

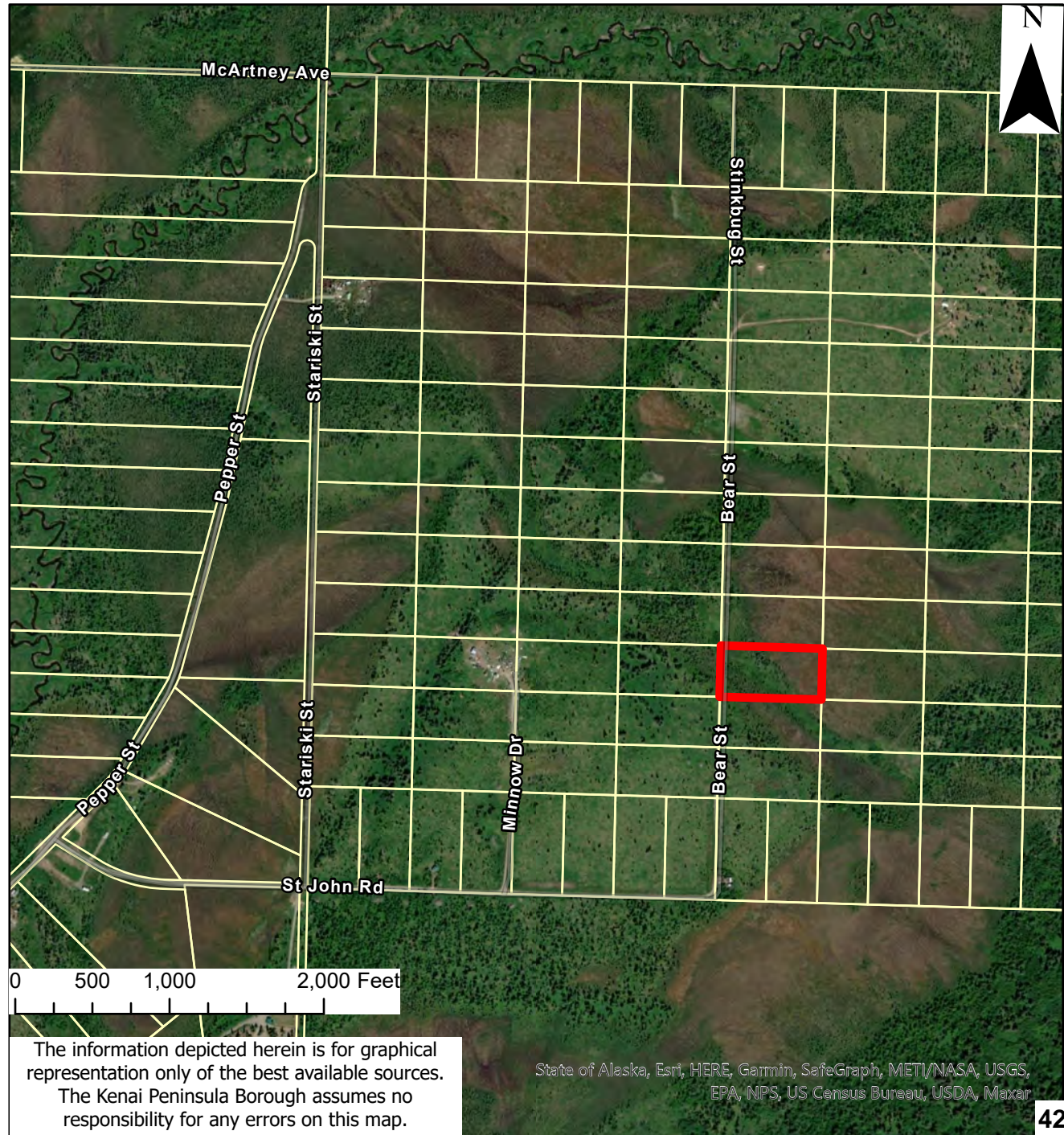
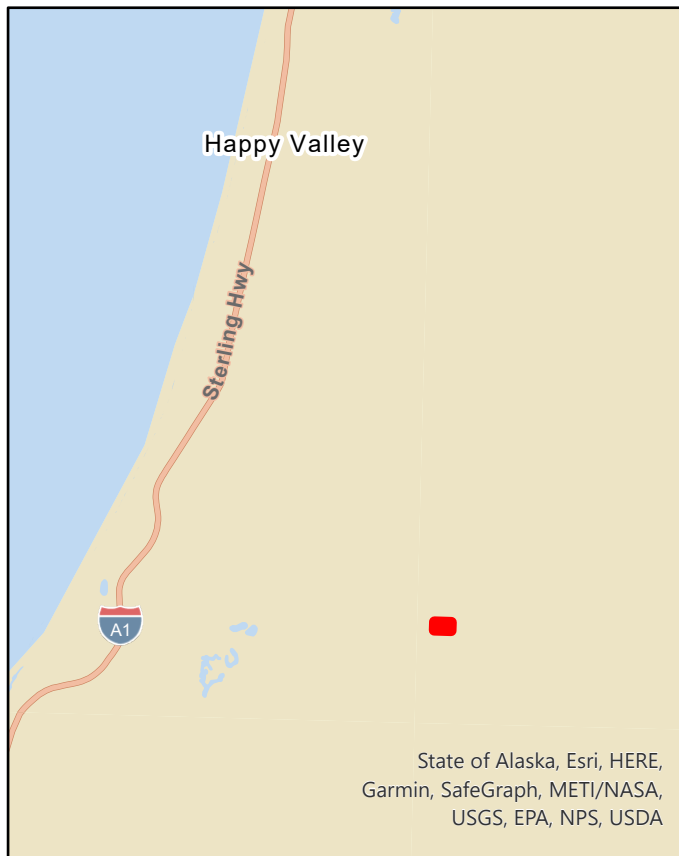




Reason for Retention:  
Wetland Protection

Recommended  
Classification:  
Preservation

Acres: 5.00 +/-





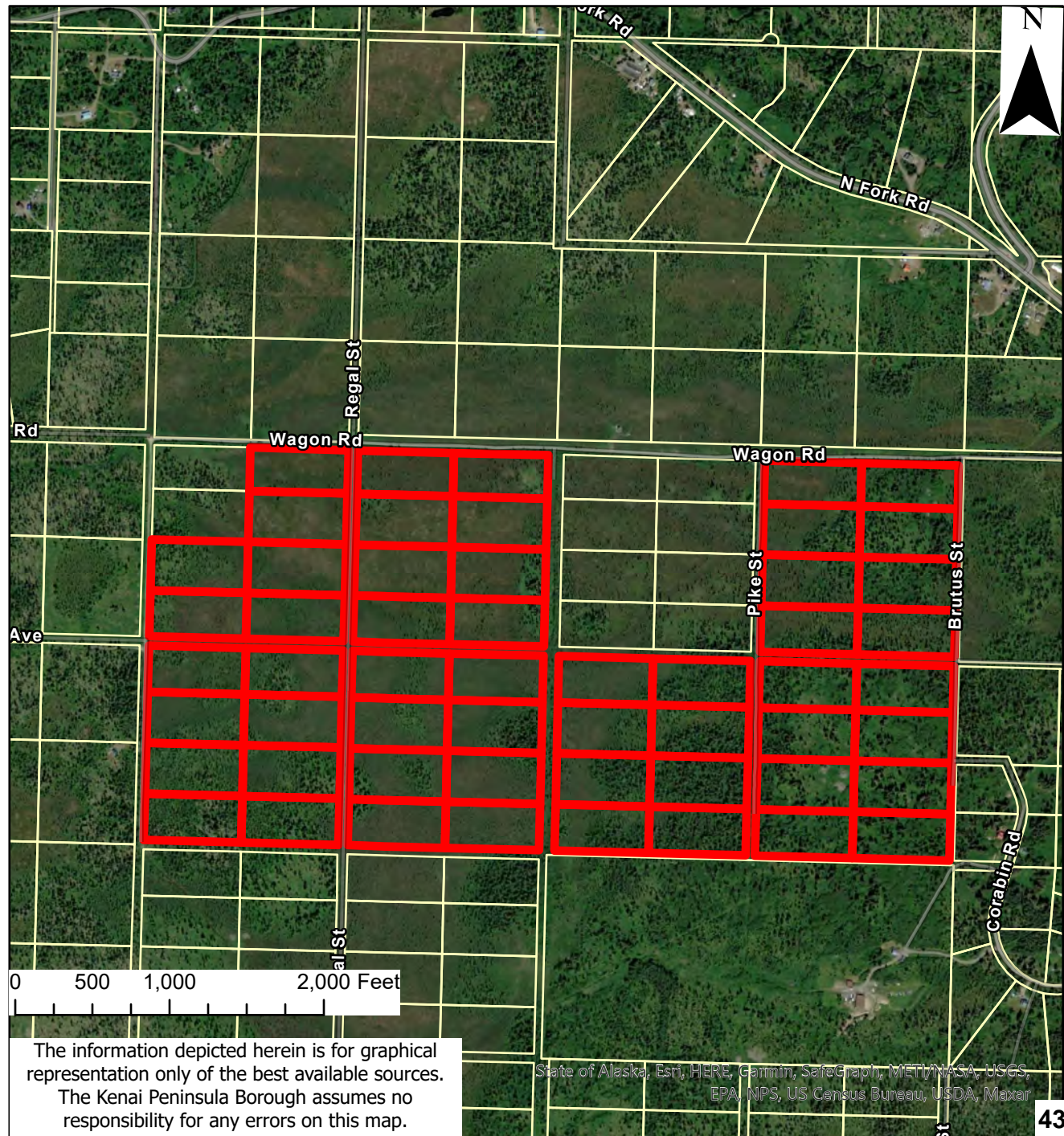
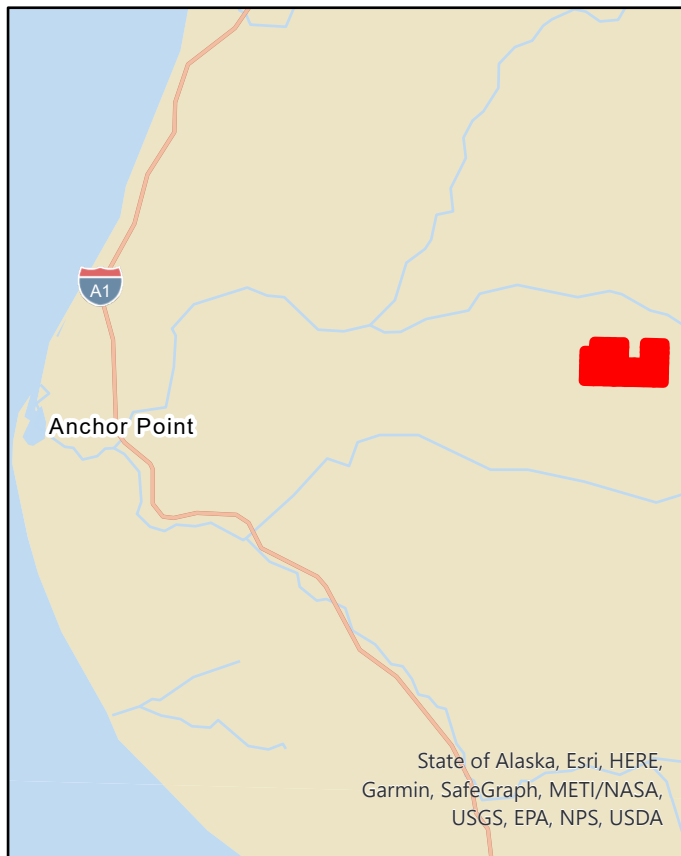
# Royal Highlands Block

# Anchor Point

Reason for Retention:  
Wetland Protection

Recommended  
Classification:  
Preservation

Acres: 243.19 +/-

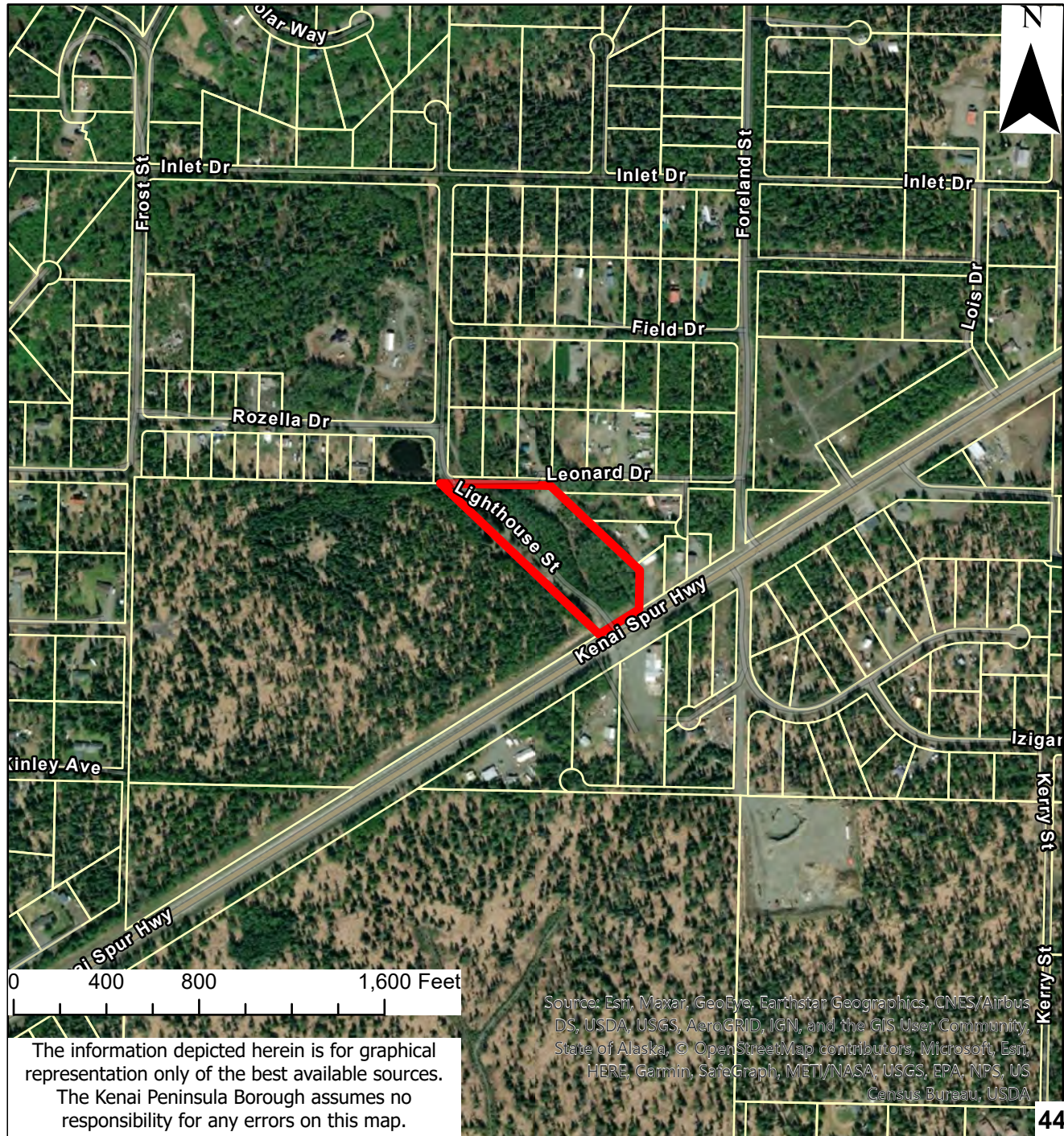




Reason for Retention:  
Lighthouse Street

Recommended  
Classification:  
Utility/Transportation

Acres: 5.12 +/-



## EXHIBIT B

### PROPERTIES TO BE SOLD BY AUCTION

Parcel No. (Map Linked)	Legal Description	General Location	Acres	Last Owner of Record	Minimum Bid
<a href="#">01232015</a>	Lot Sixteen (16), Block One (1), POINT LOOKOUT SUBDIVISION ADDITION NO. 3, according to Plat No. 78-131, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 01232015)	Nikiski	1.22	JOHNSON, JAMES A & SHAMICKA	
<a href="#">01320028</a>	Ptn of Gov Lot One (1), Section Six (6), Township Seven (7) North, Range Eleven (11) West, Seward Meridian PTN GL 1 BEGIN @NE CORNER OF GL 1 TH WEST 630 FT TH SOUTH 208 FT TO POD TII SOUTH 320 Ft TO CORNER 2 TH W 210 FT TO CORNER 3 11I N 320 FT TO CORNER 4 THE 210 FT TO POB EXCL NORTH KENAI RD ROW, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 01320028)	Nikiski	1.00	HAYES, FRANCIS B	
<a href="#">06345313</a>	Lot Fourteen (14), Block Three (3), STERLING HEIGHTS SUBDIVISION, according to K-935, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 06345313)	Sterling	.26	VAN HOUT, JOSHUA C & RUTTEN, JASELLE A	
<a href="#">13308322</a>	Ptn of Northwest one-quarter (NW¼) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE ¼), Section Twenty (20), Township Three (3) North, Range Eleven (11) West, Seward Meridian, START @1/4 SEC MARKER COMMON TO SECS 20 & 21 TH 836 Ft WEST TO POB 1H 484 FT WEST TH 450 FT SOUTH TH 484 FT EAST TH 450 FT NORTH TO PO, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 13308322)	Kasilof	4.69	KITCHEN, BRIANNA MARIE	
<a href="#">15936062</a>	Lot Fifty-one (51), HOFFMAN ACRES LOWELL FIELD PHASE 3, according to Plat No. 2007-38, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 15936062)	Happy Valley	.96	PERRY, KYLE ANDREW	



<b>Parcel No. (Map Linked)</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Minimum Bid</b>
<a href="#">15936068</a>	Lot Fifty-seven (57), HOFFMAN ACRES LOWELL FIELD PHASE 3, according to Plat No. 2007-38, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 15936068)	Happy Valley	.94	PERRY, KYLE	
<a href="#">17214008</a>	Tract Eight (8), KACHEMAK WILDERNESS ACRES SUBDIVISION, according to Plat No. 72-1216, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 17214008)	Homer	4.35	CARROLL, ROBERT E	
<a href="#">17225016</a>	Lot Six (6), Block Two (2), MARIMAC 2 SUBDIVISION, according to Plat No. 83- 97, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 17225016)	Homer	1.29	SUKUS, JOHN M	
<a href="#">18512125</a>	ALASKA STATE LAND SURVEY 92-197, according to Plat No. 93-32, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 18512125)	Fox River	5.00	GRIFFETH, CARROLL I	
<a href="#">01227009</a>	Lot L, SUBDIVISION OF LOTS 2 AND 7, OPPORTUNITY ACRES NO. 1, according to Plat No. 77-125, Kenai Recording District, Third Judicial District, State of Alaska, (KPB PIN 01227009)	Nikiski	1.00	ROBBINS, DAVID & NIGHTENGALE , CAROL ANNE	
<a href="#">01227010</a>	Lot K, SUBDIVISION OF LOTS 2 AND 7, OPPORTUNITY ACRES NO. 1, according to Plat No. 77-125, Kenai Recording District, Third Judicial District, State of Alaska, (KPB PIN 01227010)	Nikiski	1.00	ROBBINS, DAVID & NIGHTENGALE , CAROL ANNE	
<a href="#">01227011</a>	Lot J, SUBDIVISION OF LOTS 2 AND 7, OPPORTUNITY ACRES NO. 1, according to Plat No. 77-125, Kenai Recording District, Third Judicial District, State of Alaska, (KPB PIN 01227011)	Nikiski	1.01	ROBBINS, DAVID & NIGHTENGALE , CAROL ANNE	
<a href="#">01227012</a>	Lot I, SUBDIVISION OF LOTS 2 AND 7, OPPORTUNITY ACRES NO. 1, according to Plat No. 77-125, Kenai Recording District, Third Judicial District, State of Alaska, (KPB PIN 01227012)	Nikiski	1.00	ROBBINS, DAVID & NIGHTENGALE , CAROL ANNE	
<a href="#">01227013</a>	Lot H, SUBDIVISION OF LOTS 2 AND 7, OPPORTUNITY ACRES NO. 1, according to Plat No. 77-125, Kenai Recording District, Third Judicial District, State of Alaska, (KPB PIN 01227013)	Nikiski	1.00	ROBBINS, DAVID & NIGHTENGALE , CAROL ANNE	

<b>Parcel No. (Map Linked)</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Minimum Bid</b>
<a href="#">01320005</a>	Ptn of Gov Lot Three (3), Section Six (6), Township Seven (7) North, Range Eleven (11) West, Seward Meridian PTN GL 3 BEGINNING @NW CORNER OF LOT 3 TH S 308 FT TO POB; TH S 218 FT; THE 200 FT; TH N 218 FT; TH W 200 FT TO POB, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 01320005)	Nikiski	1.00	ALFANO, GEORGE EDGAR	
<a href="#">02519007</a>	The Southeast one-quarter (SE 1/4) Lying South of North Kenai Rd, Section Eighteen (18), Township Eight (8) North, Range Ten (10) West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 02519007)	Nikiski	7.00	NICHOLAS, JACK L	
<a href="#">02544709</a>	Lot Two-hundred fifty-five (255), MOOSE POINT SUBDIVISION, according to Plat No. 84-65, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 02544709)	Point Possession	18.22	FALKE, DON	
<a href="#">06516350</a>	Lot Thirteen (13), Block Two (2), THE HEATHER, according to Plat No. 84-313, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 06516350)	Sterling	0.93	HECKLE, ANDREW	
<a href="#">15956110</a>	Lot Six-two (6-2), WOLVERINE FLATS 1985 SUBDIVISION OF TRACTS 6 AND I0, according to Plat No. 86-25, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 15956110)	Ninilchik	2.05	NAMESON, DAVID M	
<a href="#">15956111</a>	Lot Six-one (6-1), WOLVERINE FLATS 1985 SUBDIVISION OF TRACTS 6 AND I0, according to Plat No. 86-25, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 15956111)	Ninilchik	2.23	NAMESON, DAVID M	
<a href="#">15956112</a>	Lot Six-four (6-4) WOLVERINE FLATS 1985 SUBDIVISION OF TRACTS 6 AND I0, according to Plat No. 86-25, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 15956112)	Ninilchik	2.23	NAMESON, DAVID M	
<a href="#">16517006</a>	Lot Sixteen (16), SPRUCE ACRES SUBDIVISION, according to Plat No. 60-45, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16517006)	Anchor Point	1.22	MERRITT, DWAYNE M & COX, LOUISE I	

<b>Parcel No. (Map Linked)</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Minimum Bid</b>
<a href="#">16912002</a>	West one-half of the Southwest one-quarter of the Southeast one-quarter of the Southwest one-quarter (W 1/2 SW 1/4 SE 1/4 SW 1/4), Section Fourteen (14), Township Five (5) South, Range Fifteen (1 5) West, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16912002)	Anchor Point	5.00	SOLTYS, THOMAS V	
<a href="#">18901211</a>	T 3S R 4E SEC 12 SEWARD MERIDIAN SW 0950006 ALASKA STATE LAND SURVEY 94-76 TRACT A	Johnstone Bay	3.45	ETHERINGTON , JULIE E	
<a href="#">22110305</a>	ALASKA STATE LAND SURVEY No. 90-205, according to Plat No. 92-35, Anchorage Recording District, Third Judicial District, State of Alaska (KPB PIN 22110305)	West Side of Cook Inlet	28.50	GAVIN, JAMES M	
<a href="#">01328064</a>	Lot Eighteen (18), Block Two (2), SEA-SCAPE SUBDIVISION, according to Plat No.77-104, Kenai Recording District, third Judicial District, State of Alaska (KPB PIN 01328064)	Nikiski	1.21	NILAND, JOHN & MIRANDA, RENEE	
<a href="#">06511202</a>	Lot 5 (5), MCFARLAND SUBDIVISION SCENIC ADDITION, according to Plat No. 87-116, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 06511202)	Sterling	1.29	BILBY, GERALD LESTER	
<a href="#">06537004</a>	Tract Four (4), WILDERNESS VIEW SUBDIVISION, according to Plat No. 73-36, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 06537004)	Sterling	9.77	CUMMINGS, JOANNE	
<a href="#">13340028</a>	Lot Two-A (2A), BEAVER BROOK ESTATES #2, according to Plat No. 2000-3, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 13340028)	Kasilof	3.24	SMYTH, SHARON CROSKEY	
<a href="#">13732014</a>	Tract 15 (15), EARL H. FISLER 1979 ADDITION, according to Plat No. 82-31, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 13732014)	Kasilof	4.76	BROOKSHIRE, BENJAMIN W & BETTY V	
<a href="#">15724039</a>	Lot Twenty Six (26), CHINOOK ESTATES SUBDIVISION, according to Plat No. 78-79, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 15724039)	Ninilchik	1.21	STEWART, STEVEN & STEWART, SHIRLEY	
<a href="#">16566004</a>	Lot Three (3), NAHODKA VILLAGE SUBDDIVISION, according to Plat No. 80-58, Homer Recording District, Third Judicial District. State of Alaska (KPB PIN 16566004)	Nikolaevsk	0.68	REUTOV, EOSIFV & ANNA	

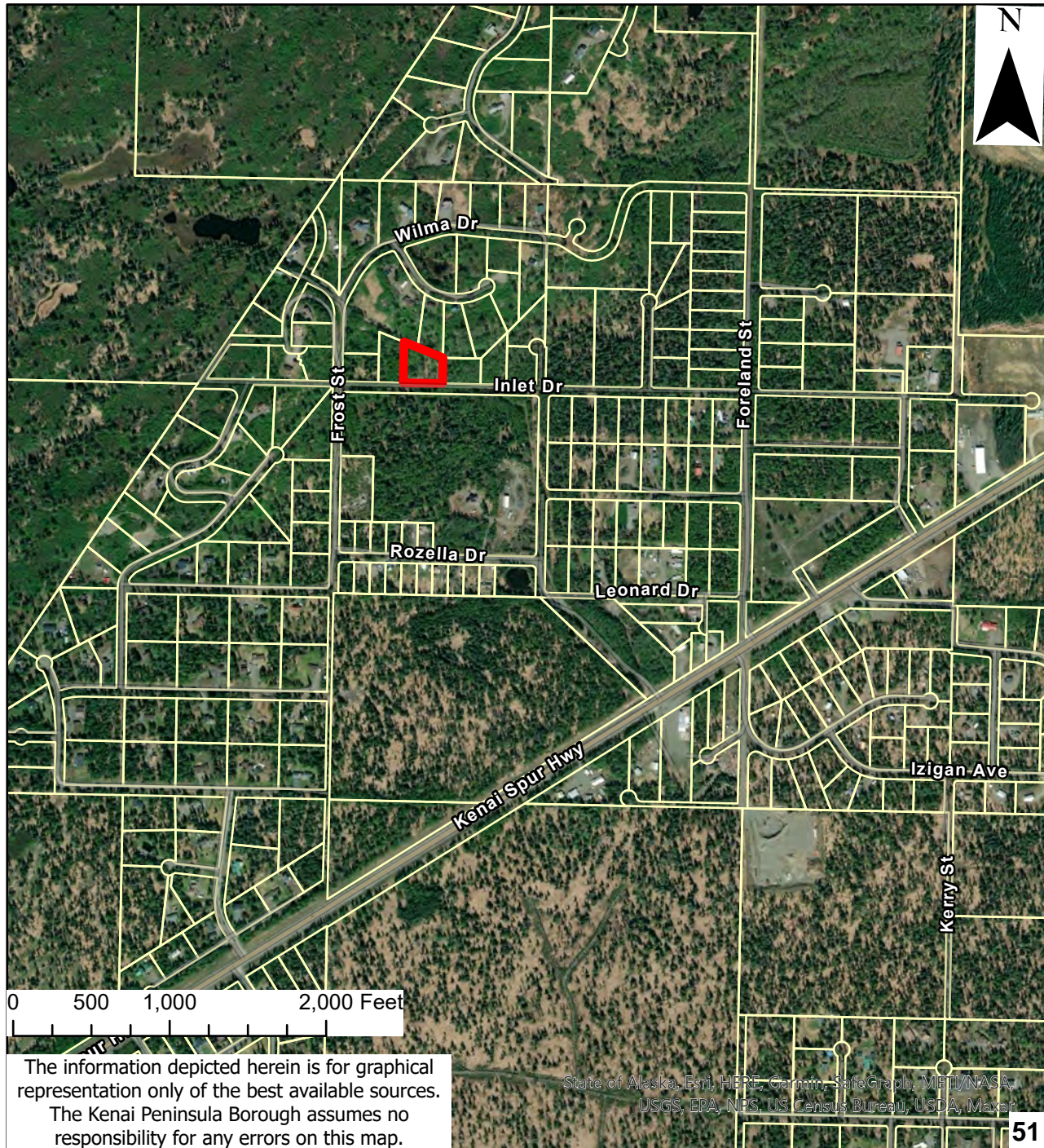
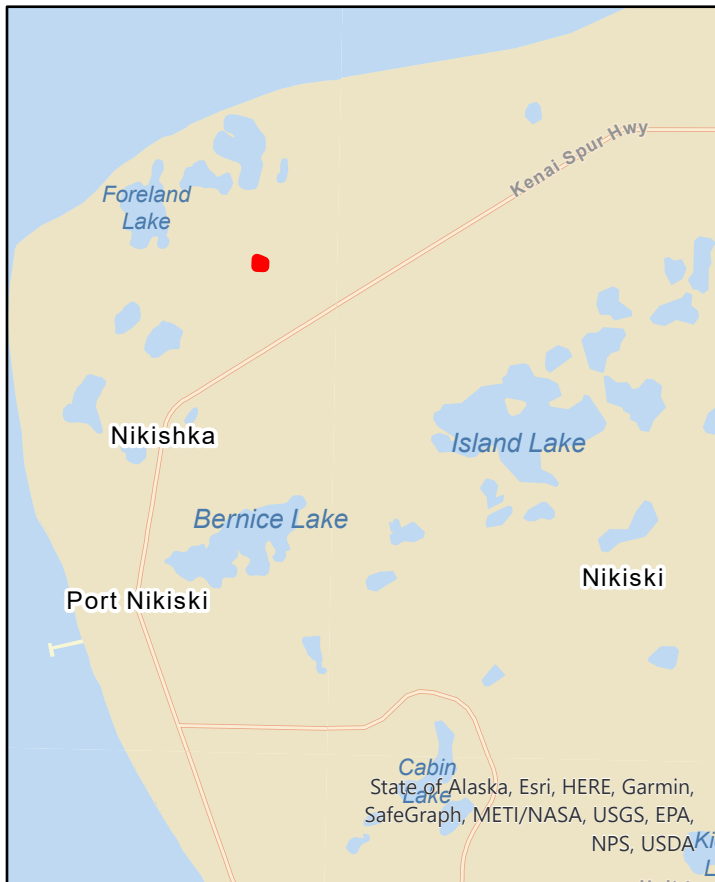
<b>Parcel No. (Map Linked)</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Minimum Bid</b>
<a href="#">01708081</a>	Lot Seventy-Seven "A", (77A), PRINCESS LAKE ESTATES 2011 REPLAT, according to Plat No. 2011-90, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 01708081)	Nikiski	1.49	OFFEE, NORMAN R	
<a href="#">03902210</a>	Lot Twelve (12), Block Two (2), BUSH LANES SUBDIVISION, according to Plat No. K-1018, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 03902210)	Kenai	0.17	BUJAN, WILLIAM HORACE	
<a href="#">03902211</a>	Lot Thirteen (13), Block Two (2), BUSH LANES SUBDIVISION, according to Plat No. K-1018, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 03902211)	Kenai	0.17	BUJAN, WILLIAM HORACE	
<a href="#">04334040</a>	Lot Seven (7), Block One (1), SILVER PINES SUBDIVISION PART ONE, according to Plat No. 85-209, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 04334040)	Kenai	0.17	ZENDEJAS, ELVIS L & AMANDA J	
<a href="#">13338004</a>	Lot Two (2), Block One (1), CARDWELL SUBDIVISION, RESUBDIVISION OF TRACT-1 & TRACT-3, ADDITION NO. I, according to Plat No. 77-147, Kenai Recording District, Third Judicial District, State of Alaska (KPB PIN 13338004)	Soldotna	2.35	RENFROW, JESSE WAYNE	
<a href="#">15914321</a>	Lot Two (2), PIPERS HAVEN UNIT 2, according to P1at No. 97-86, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 15914321)	Happy Valley	5.88	ESMIEU, RICHARD H & ESMIEU, JAMES E	
<a href="#">15914325</a>	Lot Six (6), PIPERS HAVEN UNIT 2, according to P1at No. 97-86, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 15914325)	Happy Valley	9.60	ESMIEU, RICHARD H & ESMIEU, JAMES E	
<a href="#">16503115</a>	Tract Fifteen (15), DEL RIO RANCHOS SUBDIVISION, according to Plat No. 2000-49; Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16503115)	Anchor Point	8.72	KUZMIN, NIKITA & KUZMIN, ZENA B	
<a href="#">16548063</a>	Lot Thirteen (13), EVERGREEN MEADOWS SUBDIVISION, according to Plat No. 2002-39, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16548063)	Anchor Point	9.31	DAVIS, ANTHONY C & DAVIS, STEPANIE C	

<b>Parcel No. (Map Linked)</b>	<b>Legal Description</b>	<b>General Location</b>	<b>Acres</b>	<b>Last Owner of Record</b>	<b>Minimum Bid</b>
<a href="#">16561036</a>	Lot Six (6), OLD PIONEER SUBDIVISION, according to Plat No. 82-66, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16561036)	Anchor Point	4.01	ROBISON, CHRISTOPHER L & SUTHERLAND, HEATHER	
<a href="#">17102147</a>	The West One-Half (W 1/2) of Lot Eighteen (18), ANCHOR RIVER RANCHOS SUBDIVISION, according to Plat No. 72-328, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 17102147)	Anchor Point	9.42	COLGAN, LEE M	
<a href="#">17227101</a>	Lot One (1), Block Two "C" (2-C), MOUNTAIN GLACIER ESTATES PARTS, according to Plat No. 83-22, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 17227101)	Homer	2.41	VAN DOREN, KIRK & MCELROY, TASIA	
<a href="#">18521172</a>	Lot Twenty-three "F" One (23F-1), VOZNESENKA 2006, according to Plat No. 2008-94, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 18521172)	Voznesenka	0.72	REUTOV, FORODOR	
<a href="#">19110301</a>	ALASKA STATE LAND SURVEY NO 74-59, according to Plat No. 78-1, Seldovia Recording District, Third Judicial District, State of Alaska (KPB PIN 19110301)	Seldovia	4.21	ANIMAL WELFARE LEAGUE	
<a href="#">14535318</a>	Tract "B," GATEWAY SUBDIVISION AMENDED, according to Plat No. 84-18, Seward Recording District, Third Judicial District, State of Alaska (KPB PIN 14535318)	Seward	2.34	RICHARDSON, YVONNE & BROCKMAN, JOHN	
<a href="#">17909003</a>	Lot Twenty-eight "A" (28A), SUBDIVISION OF LOT 27 & 28, according to Plat No. 63-311, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 17909003 and 17909004)	Homer	0.56	MEREDITH, CANDIS	
<a href="#">17909004</a>	Lot Twenty-Eight "D" (28D) SUBDIVISION OF LOT 27 & 28, according to Plat No. 63-311, Homer Recording District, Third Judicial District, State of Alaska (KPB PINS 17909003 and 17909004)	Homer	0.54	MEREDITH, CANDIS	



Minimum Bid:  
\$

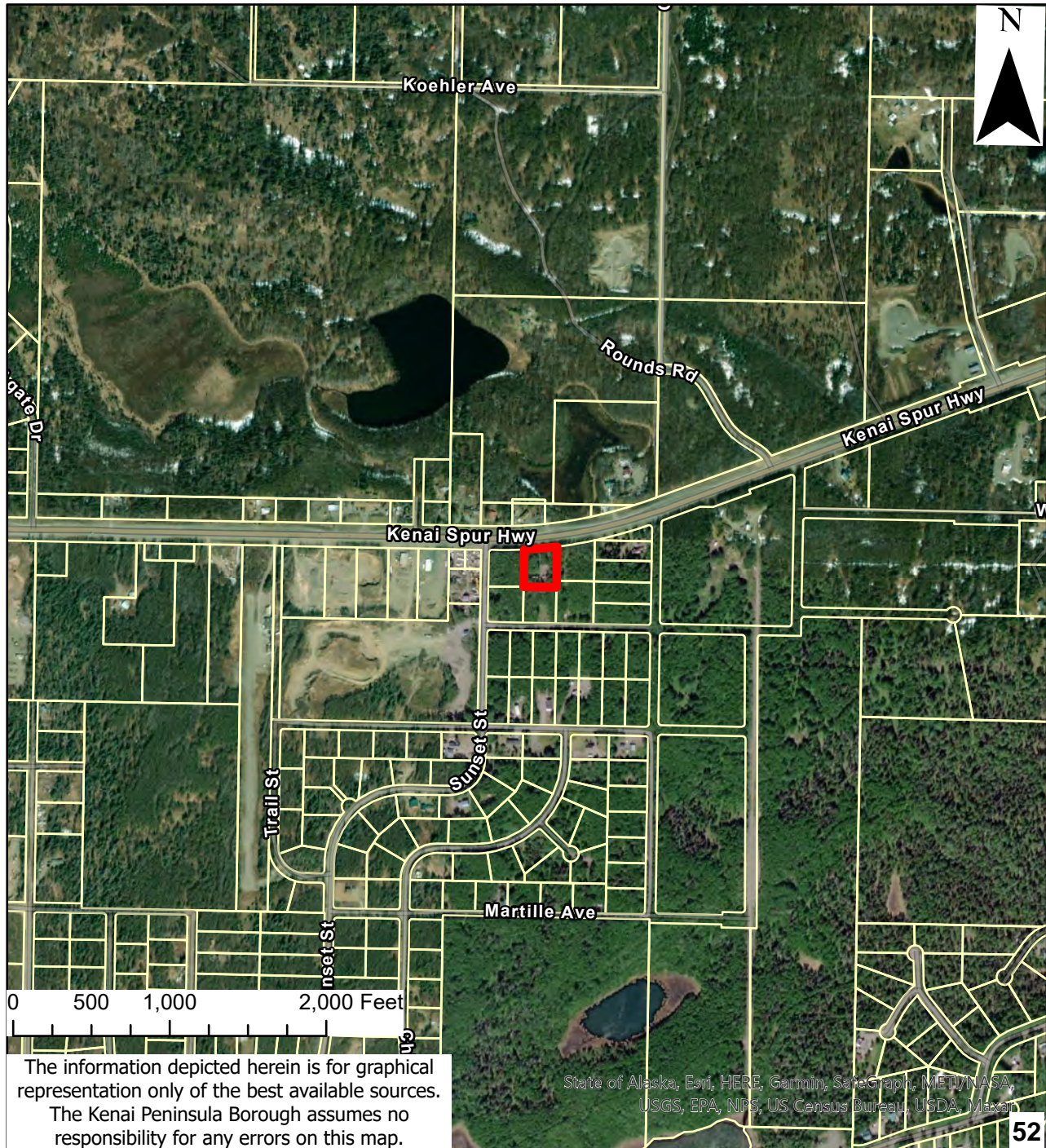
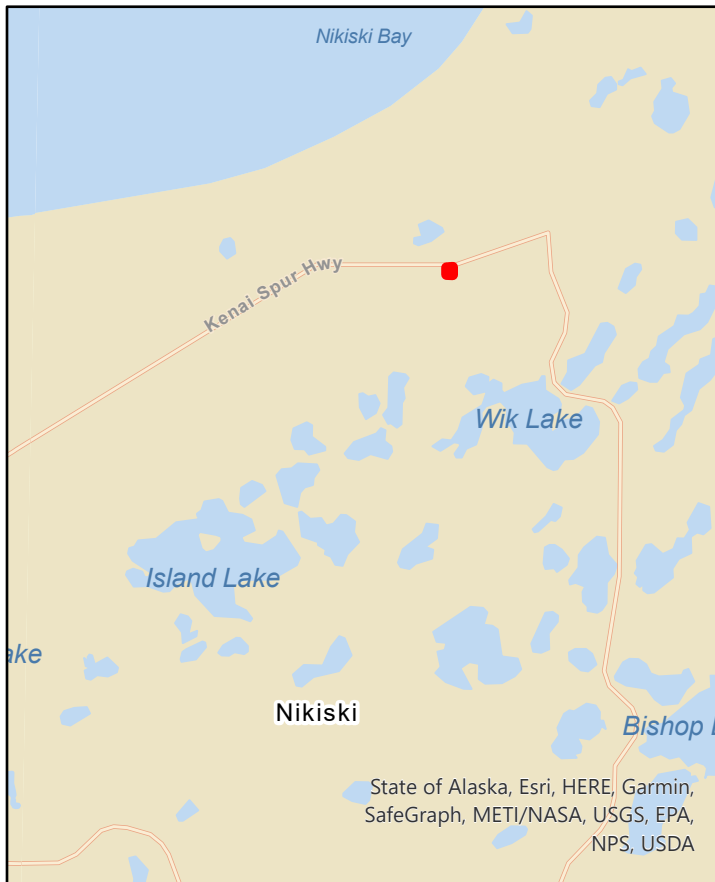
Acres: 1.22 +/-





Minimum Bid:  
\$

Acres: 1.00 +/-



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State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

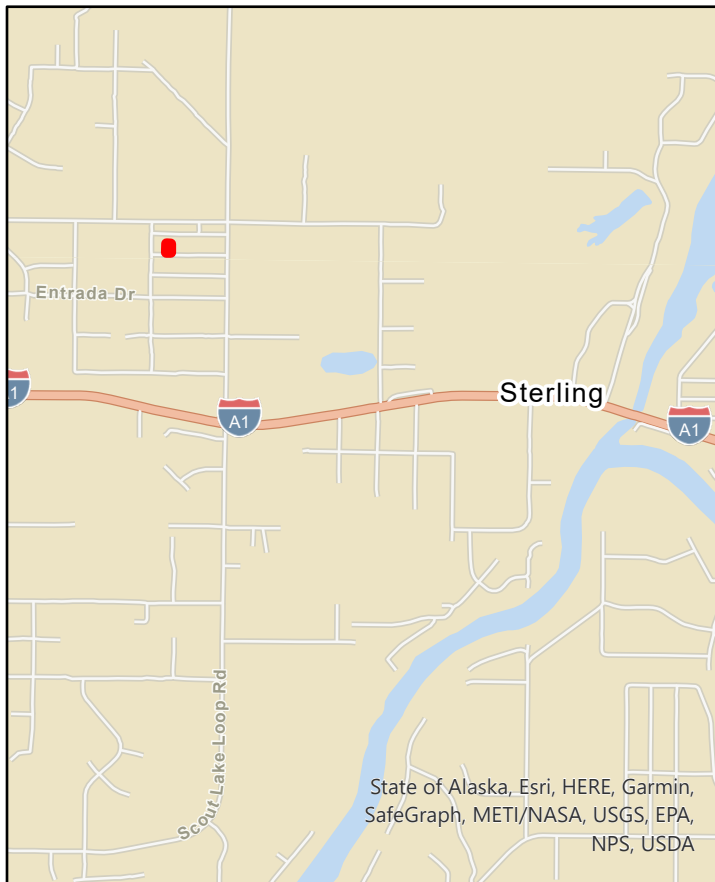


PARCEL NO. 063-453-13

Sterling

Minimum Bid:  
\$

Acres: 0.26 +/-

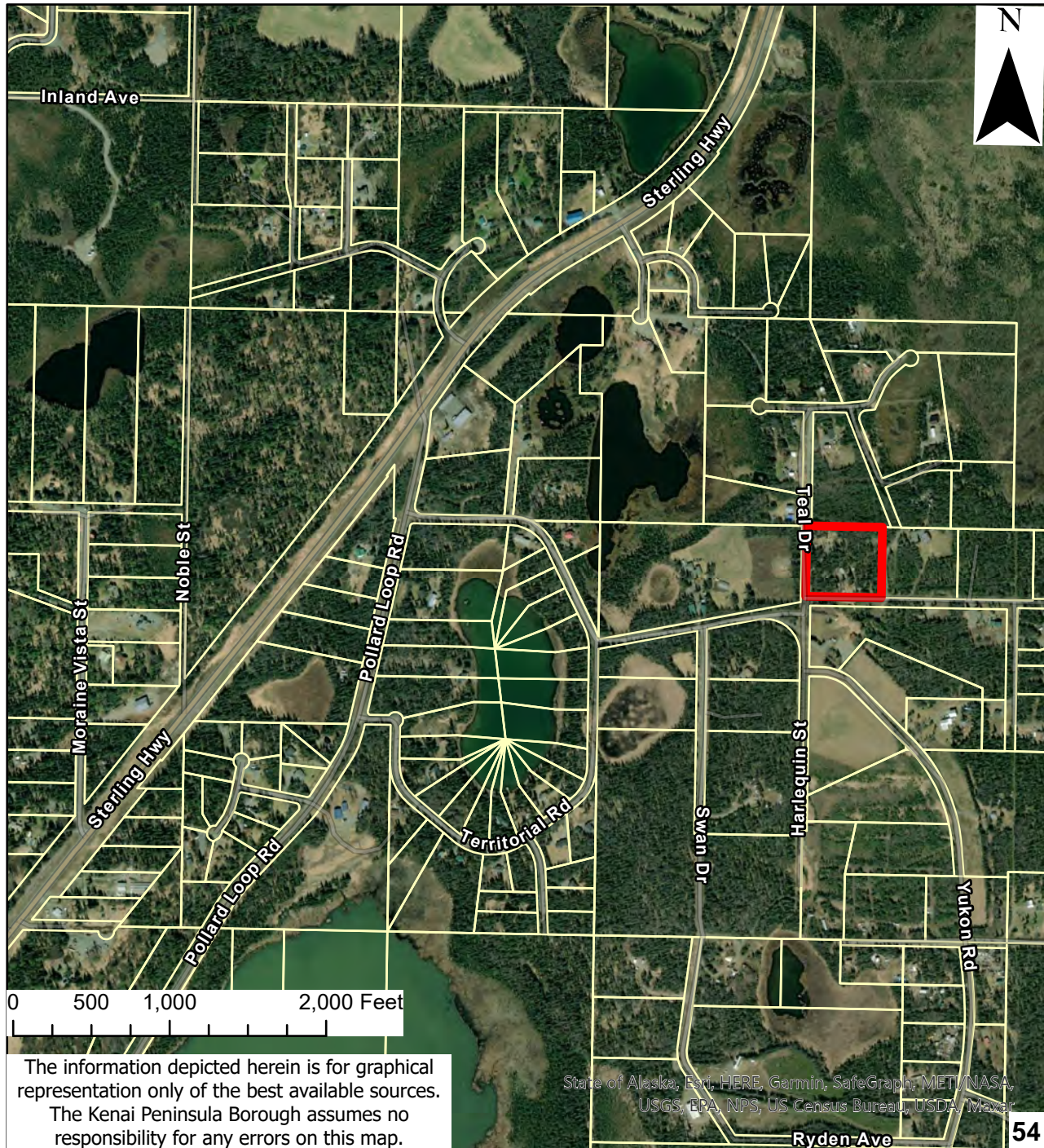




Minimum Bid:

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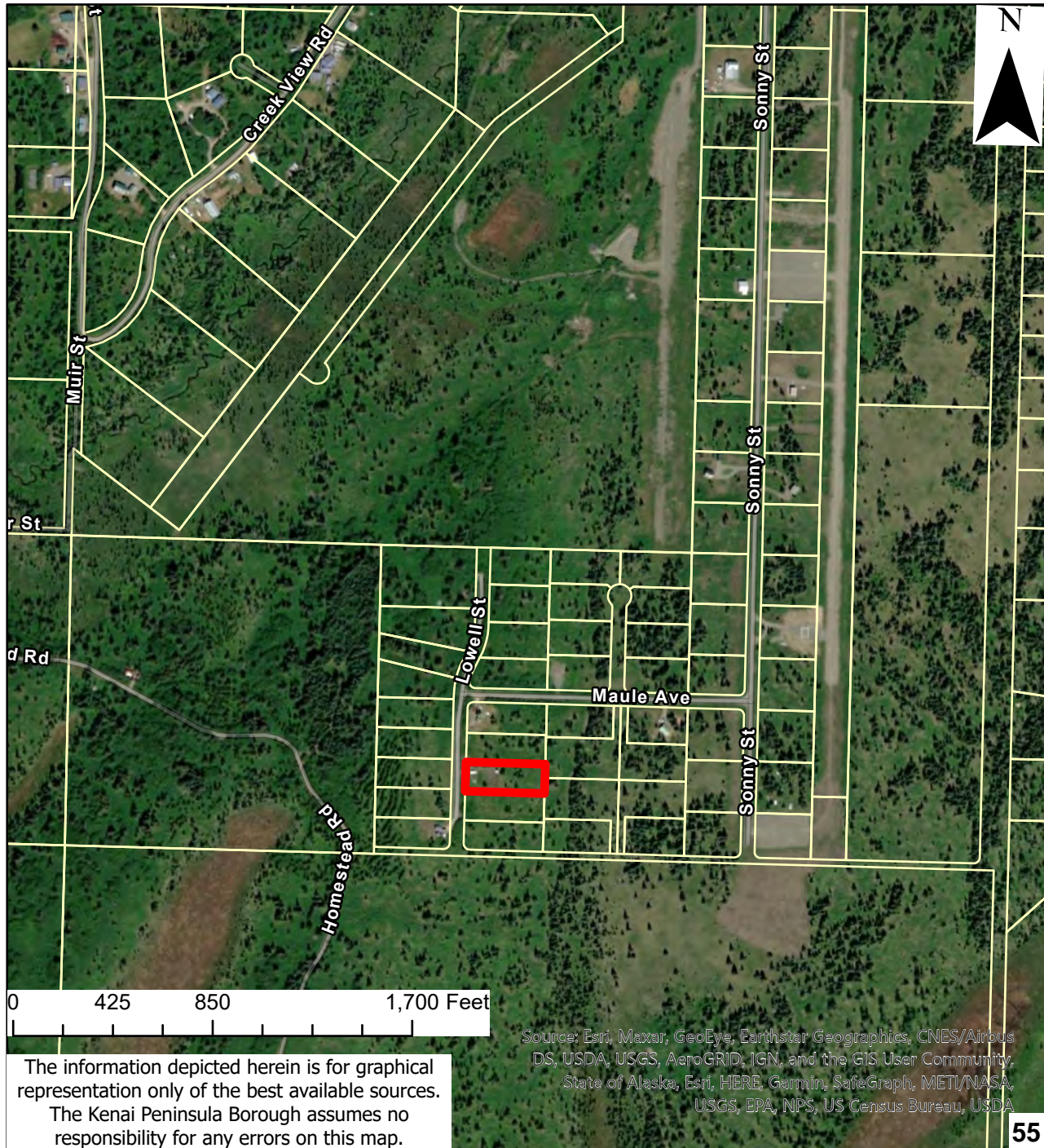
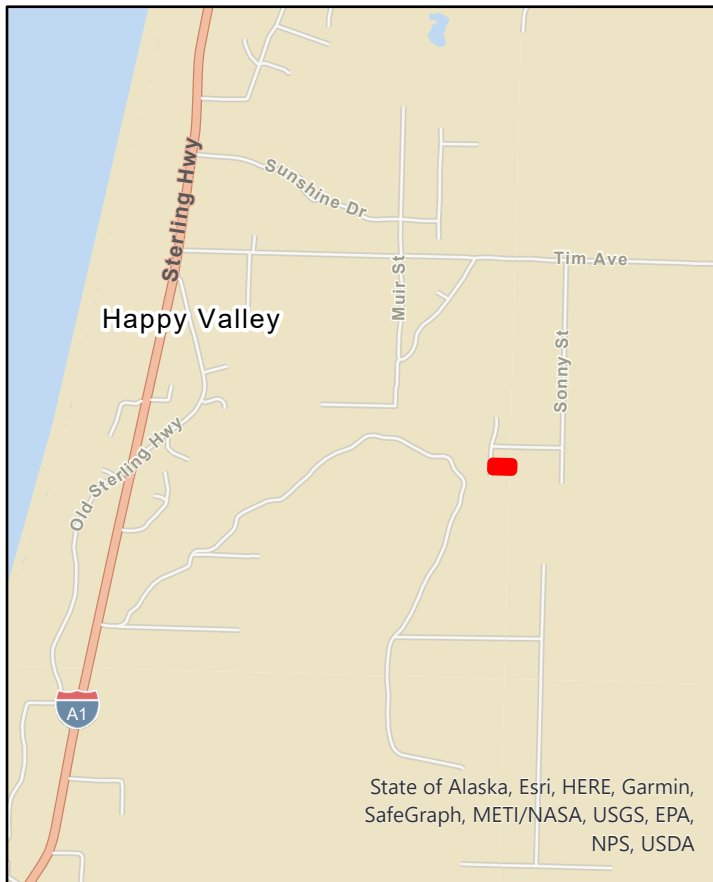
Acres: 4.69 +/-





Minimum Bid:  
\$

Acres: 0.96 +/-



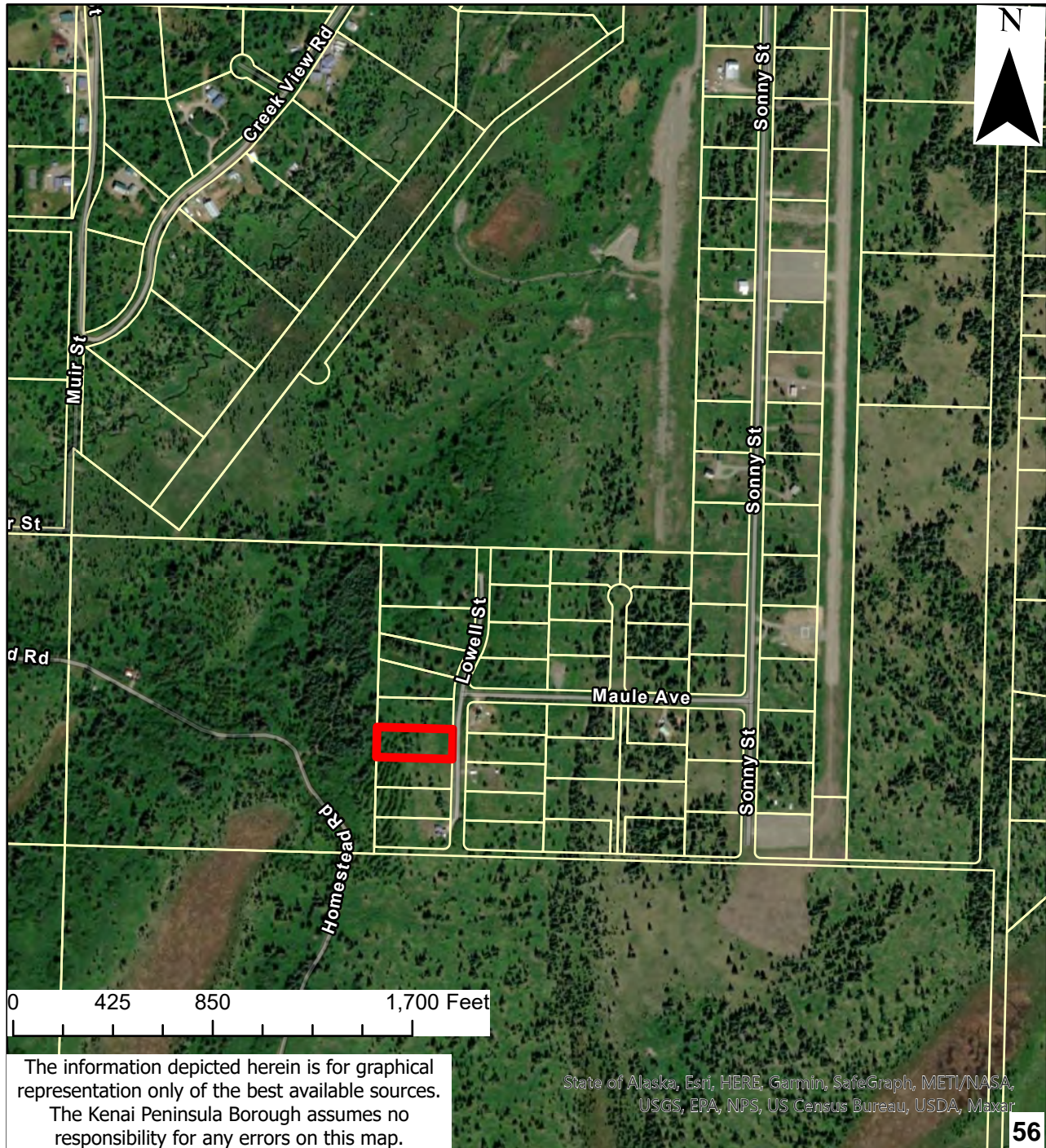
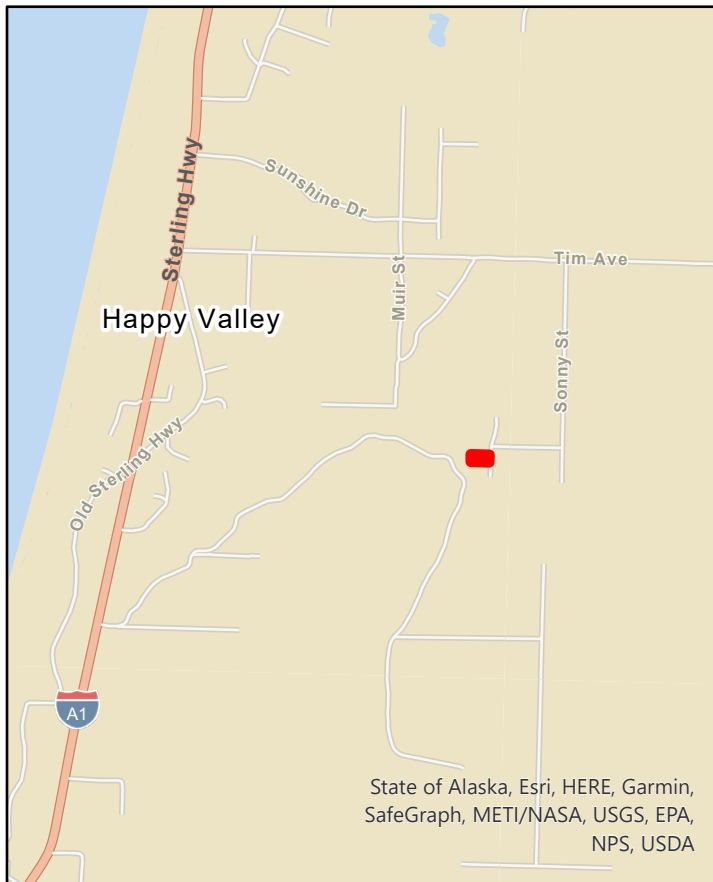
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Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Minimum Bid:  
\$

Acres: 0.94 +/-

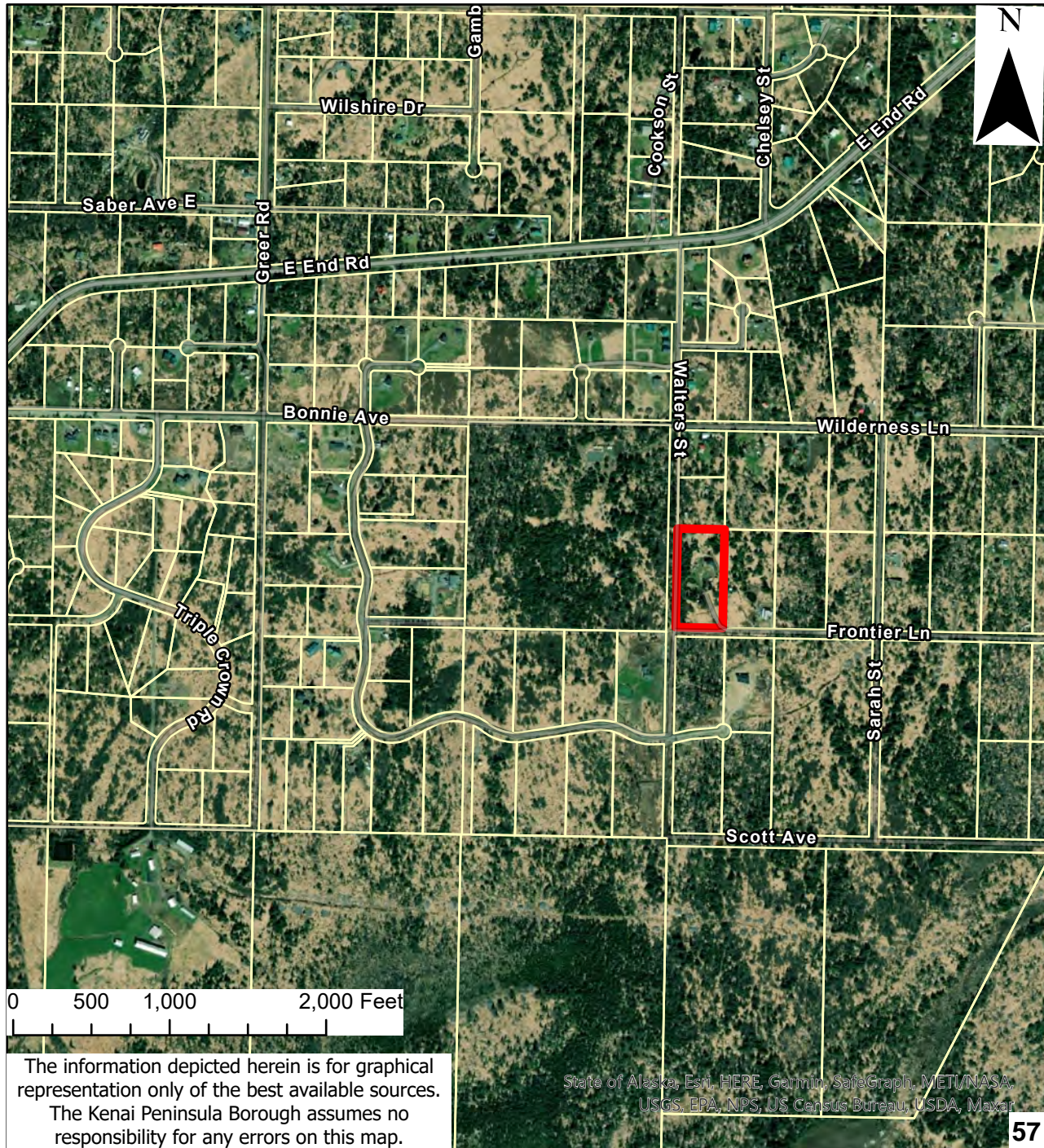


The information depicted herein is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Minimum Bid:  
\$

Acres: 4.35 +/-





Minimum Bid:  
\$

Acres: 1.29 +/-

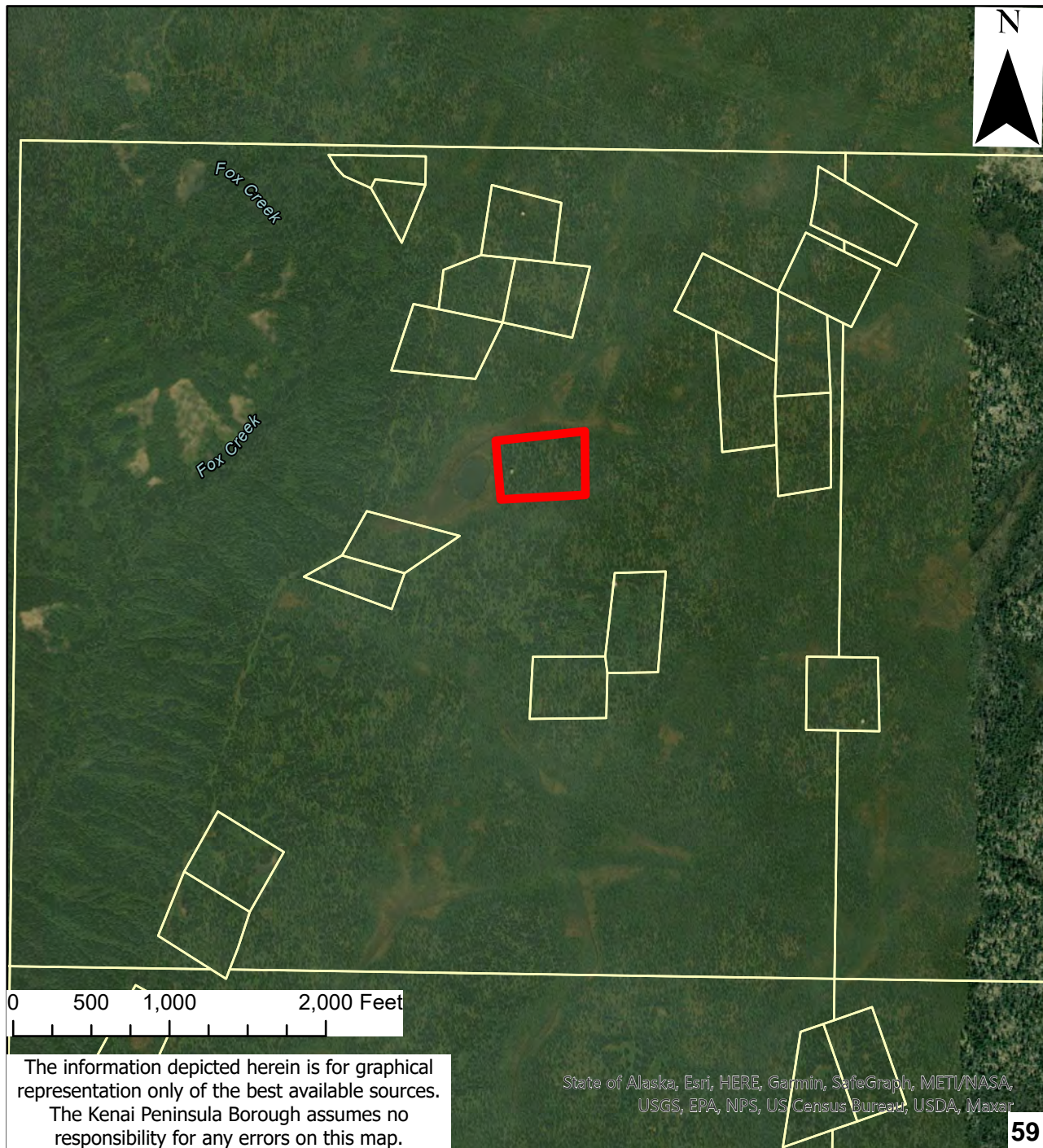
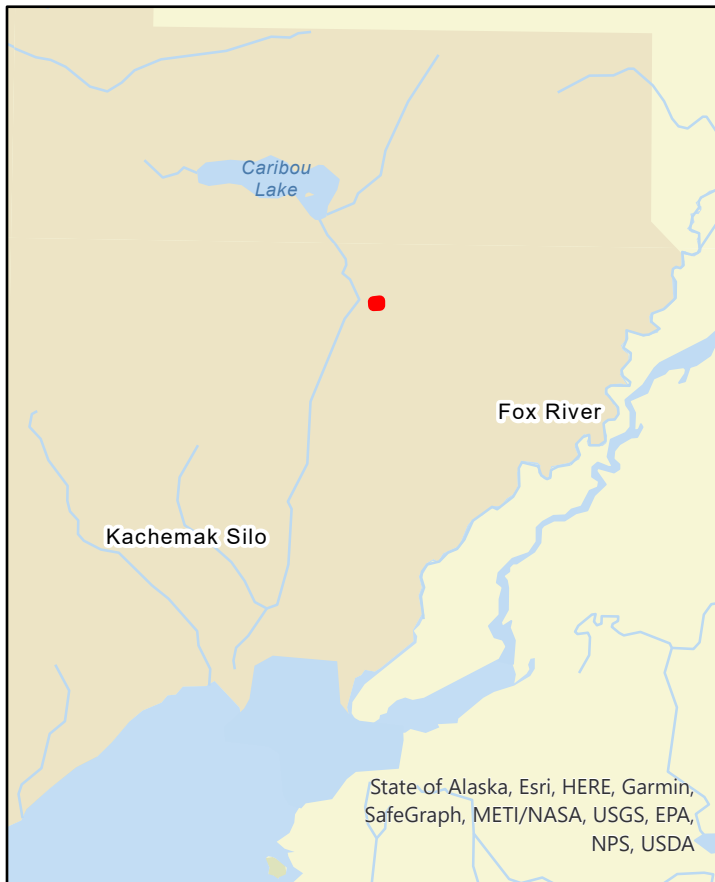


The information depicted herein is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Minimum Bid:  
\$

Acres: 5.00 +/-



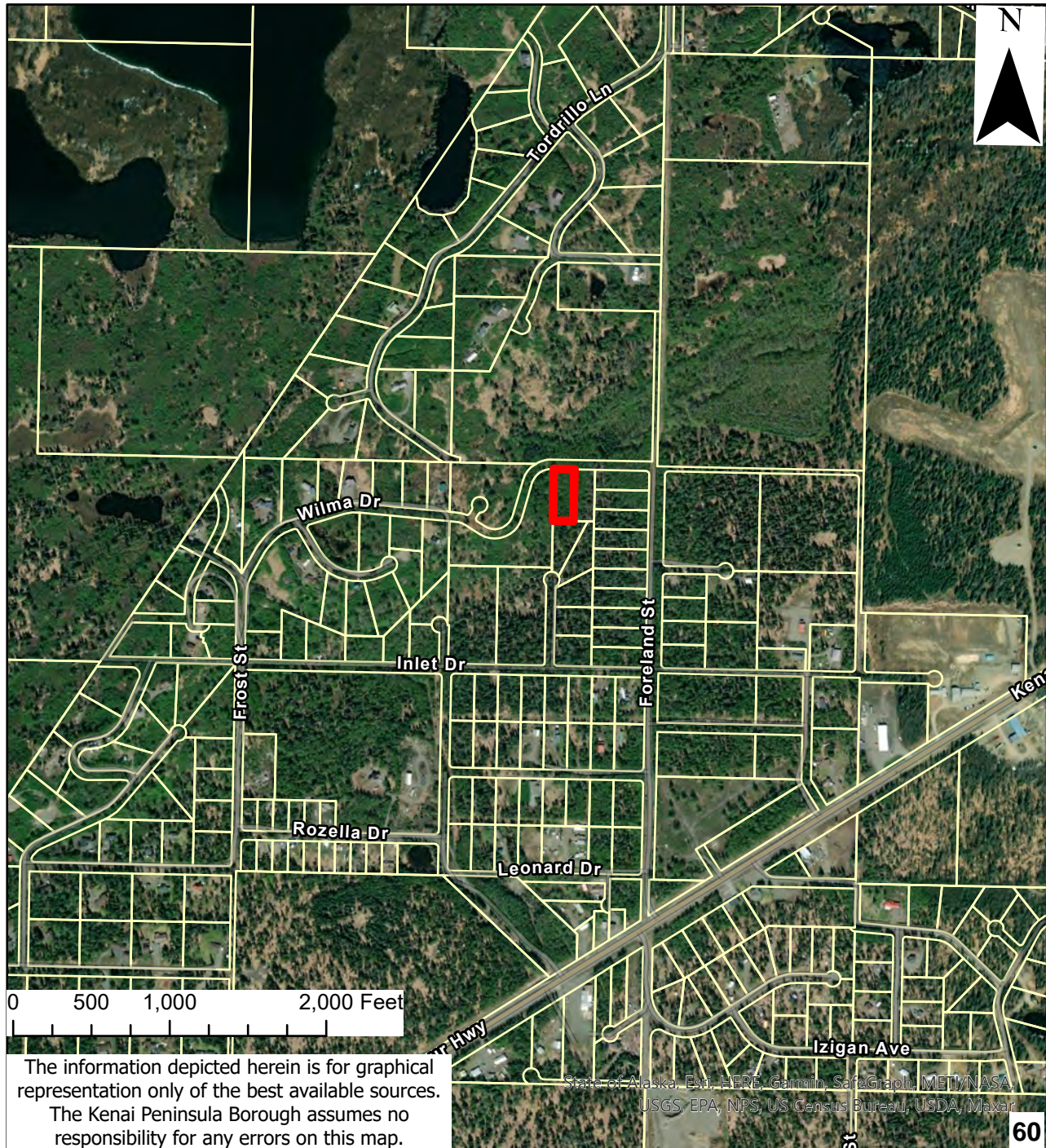


PARCEL NO. 012-270-09

Nikiski

Minimum Bid:  
\$

Acres: 1.00 +/-



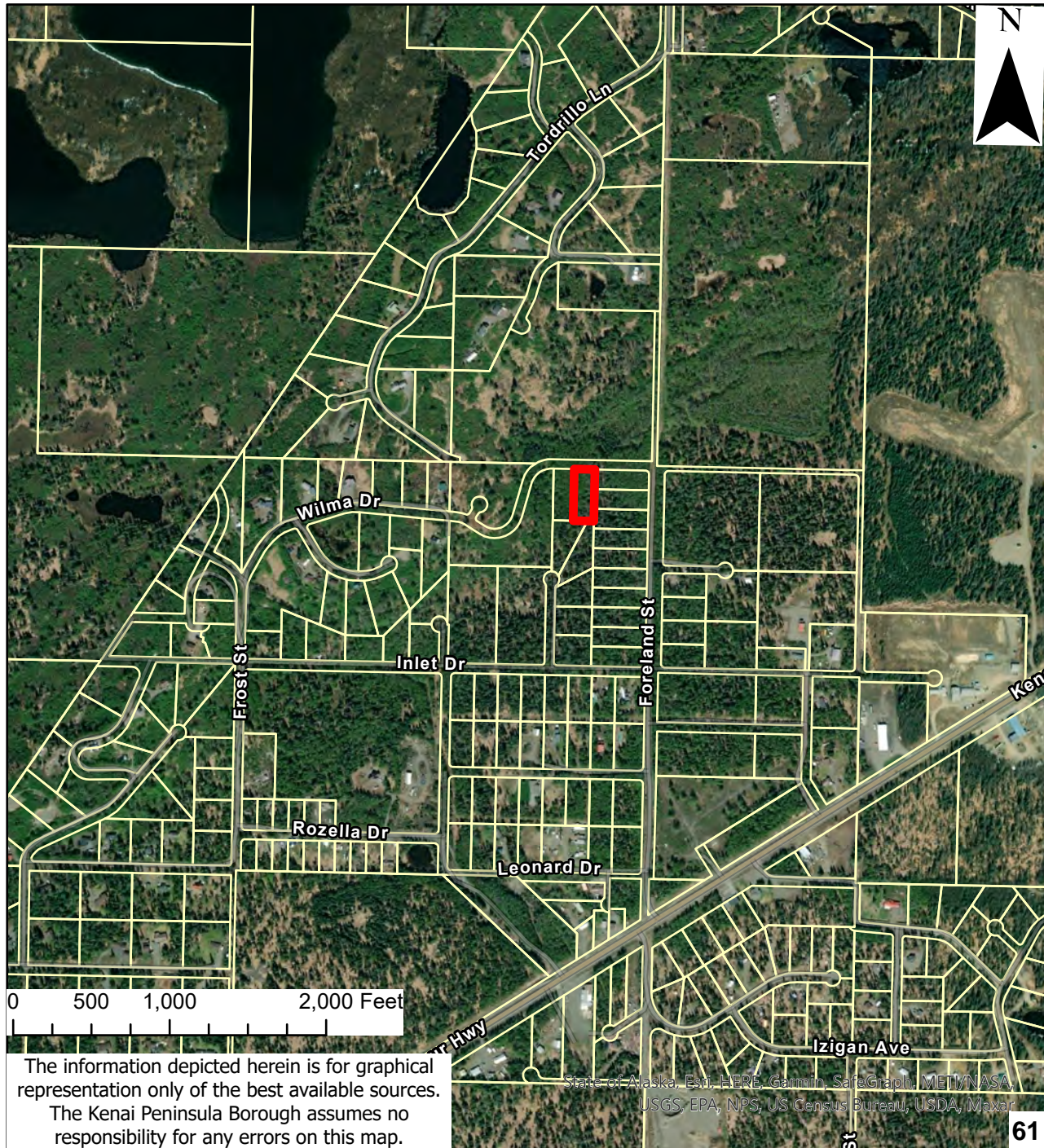


PARCEL NO. 012-270-10

Nikiski

Minimum Bid:  
\$

Acres: 1.00 +/-



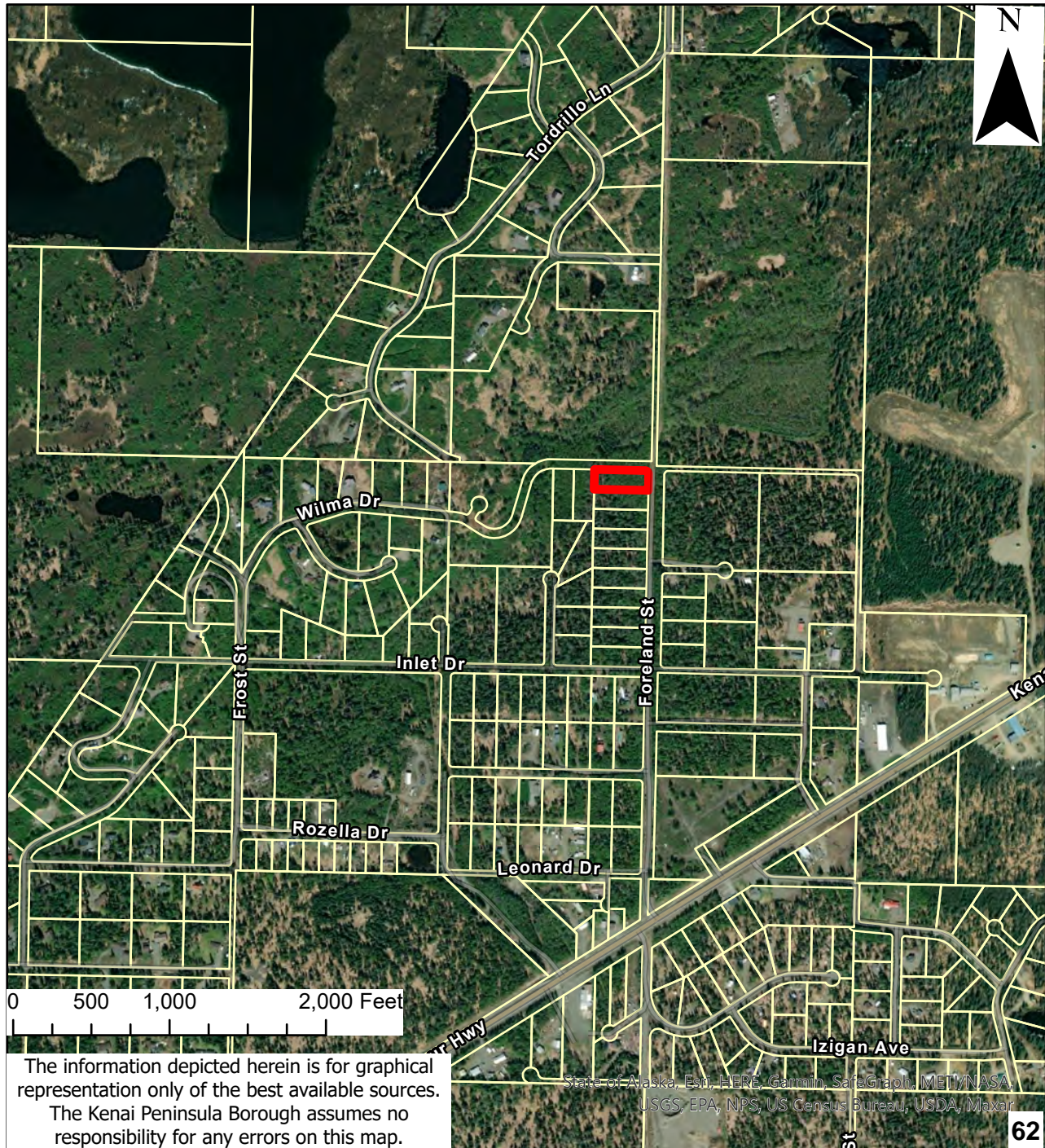


PARCEL NO. 012-270-11

Nikiski

Minimum Bid:  
\$

Acres: 1.01 +/-





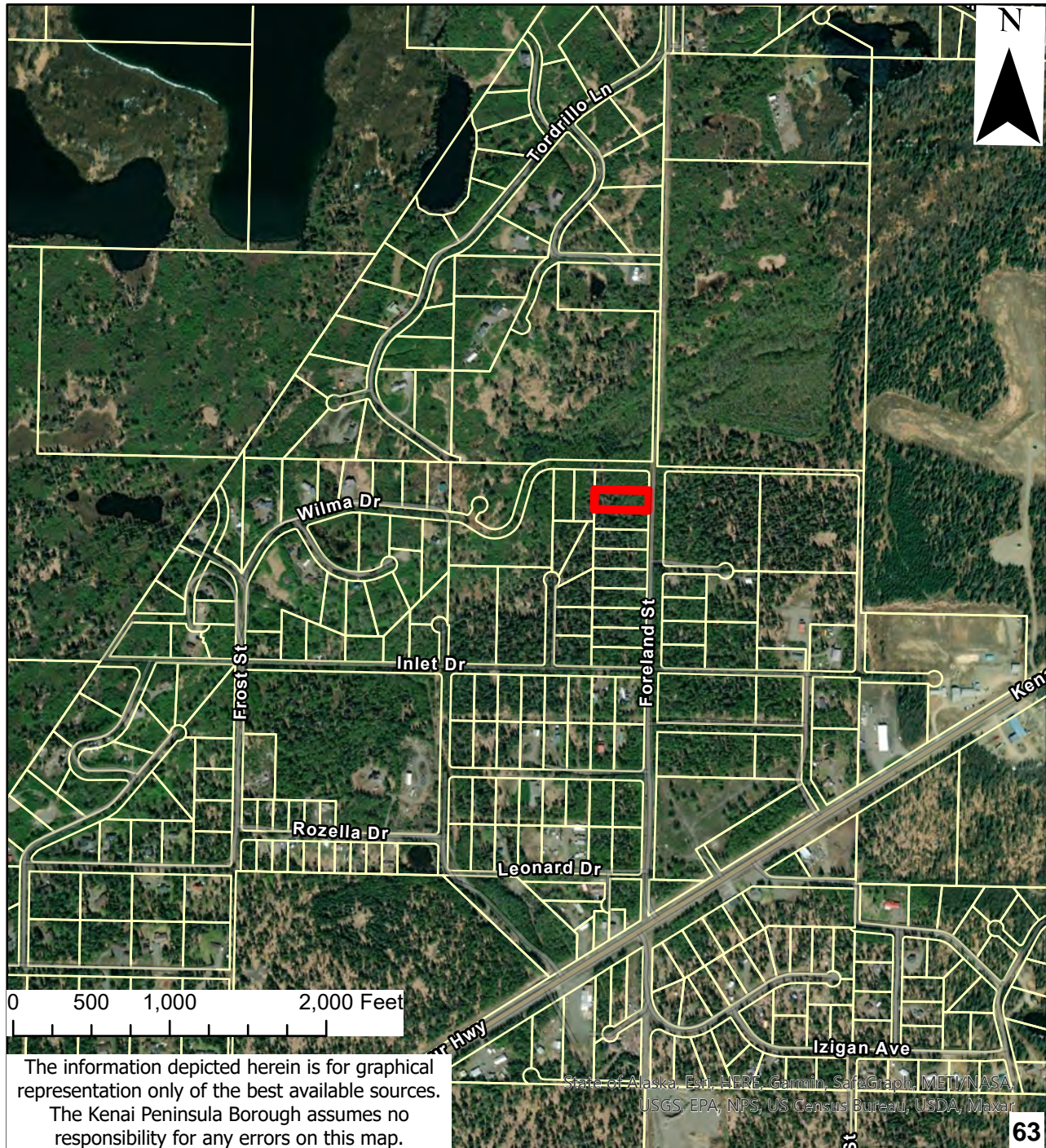
PARCEL NO. 012-270-12

Nikiski

Minimum Bid:

\$

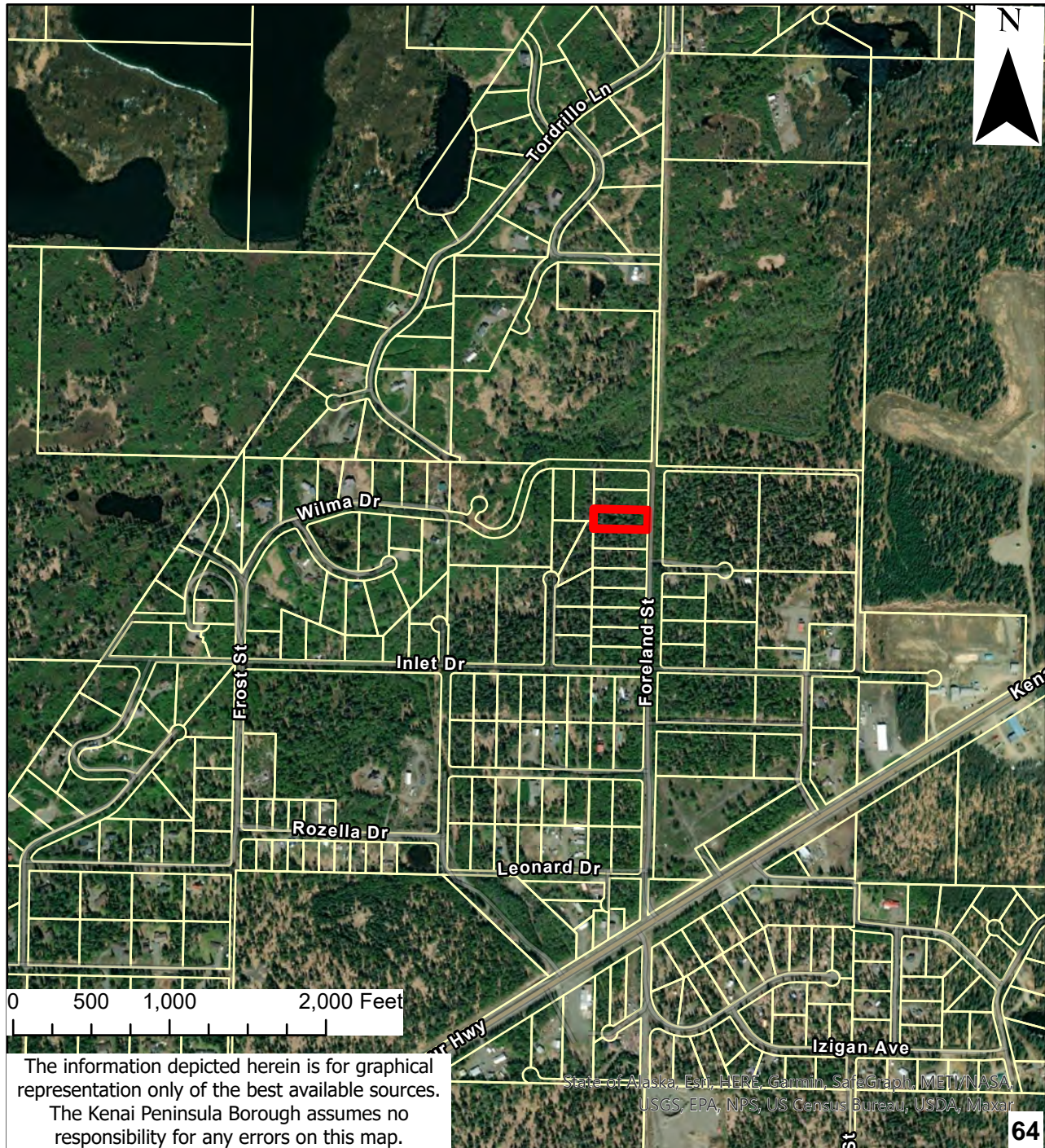
Acres: 1.00 +/-





Minimum Bid:  
\$

Acres: 1.00 +/-



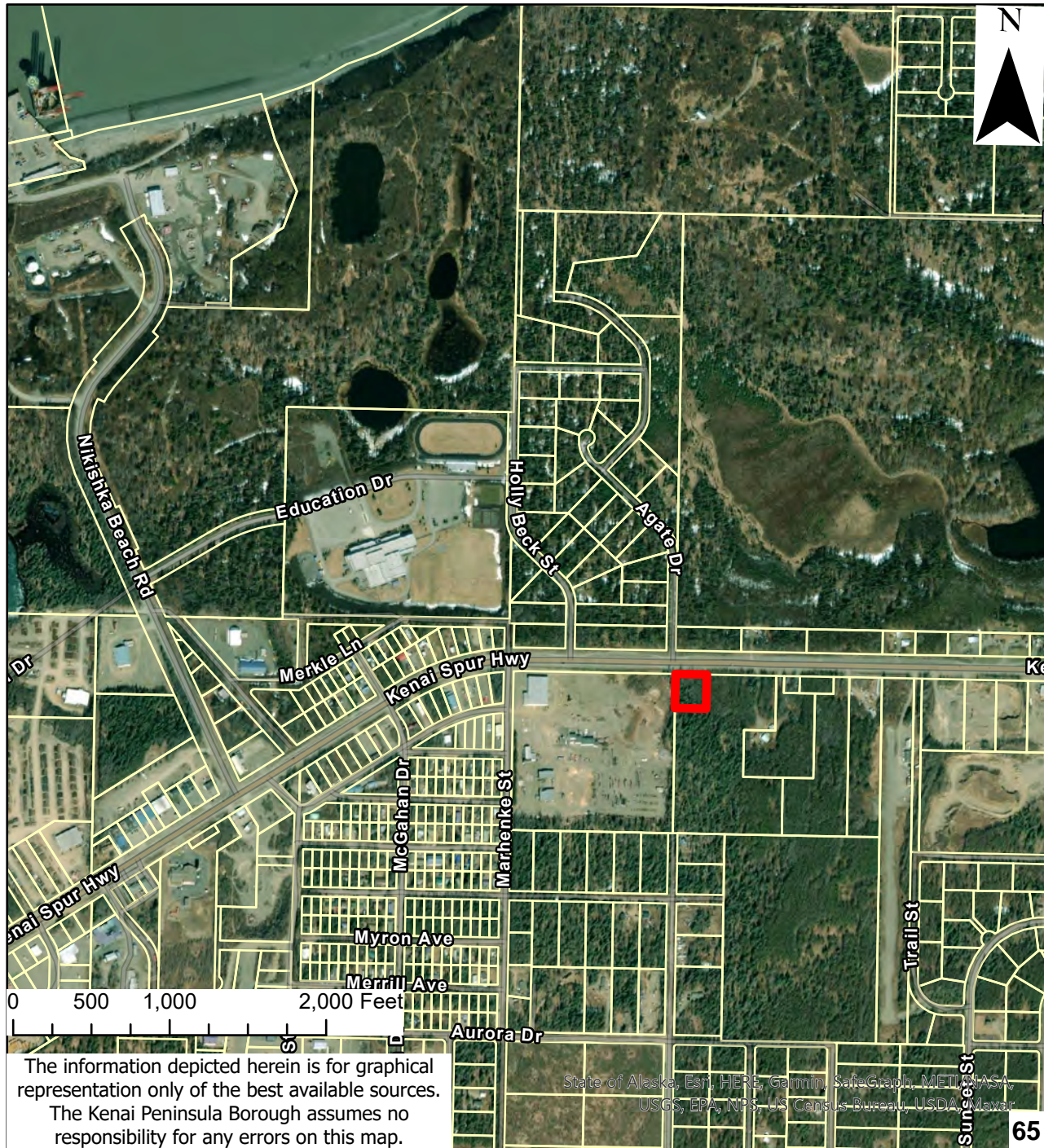


PARCEL NO. 013-200-05

Nikiski

Minimum Bid:  
\$

Acres: 1.00 +/-

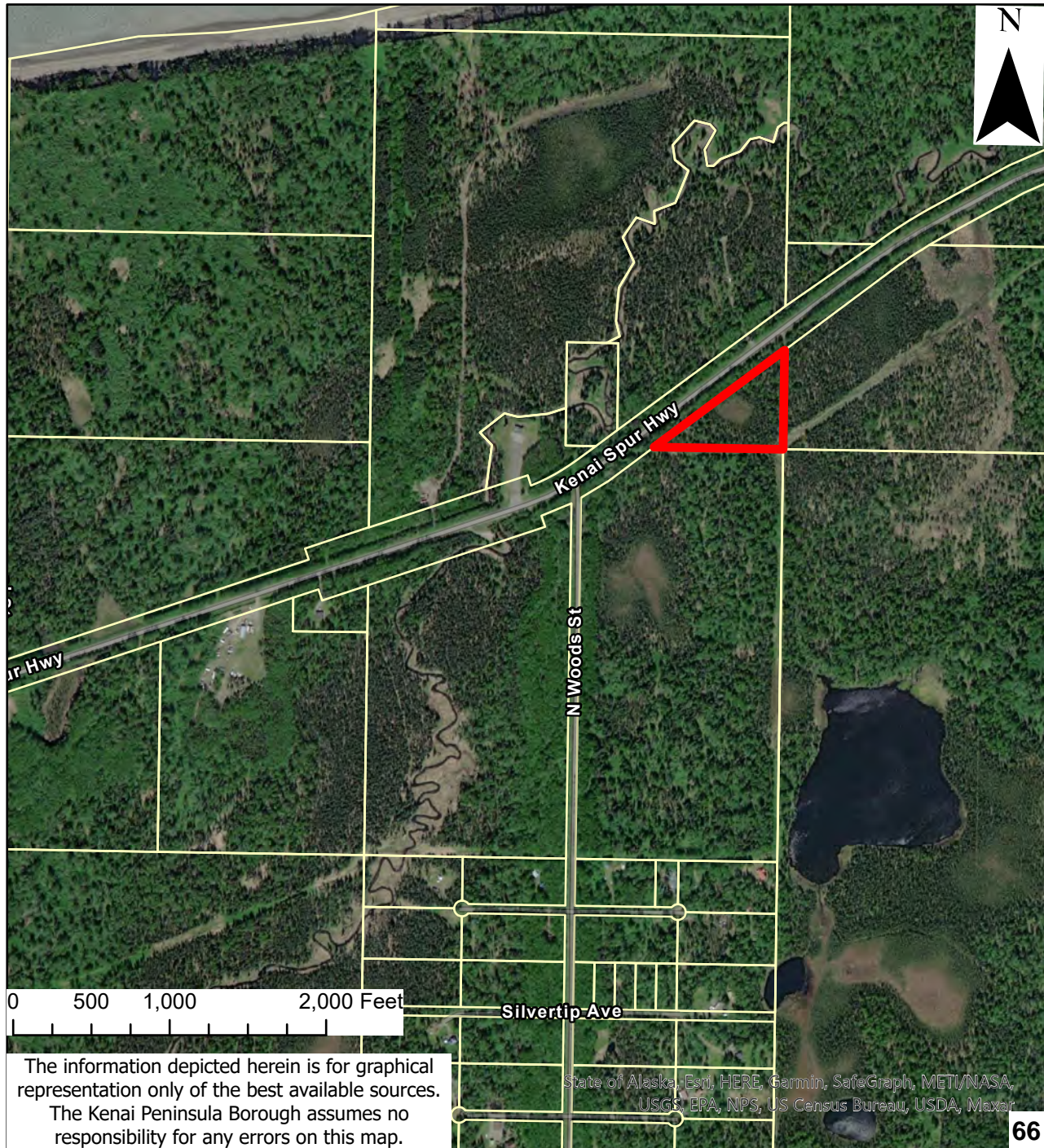




Minimum Bid:

\$

Acres: 7.00 +/-





PARCEL NO. 025-447-09

Point Possession

Minimum Bid:  
\$

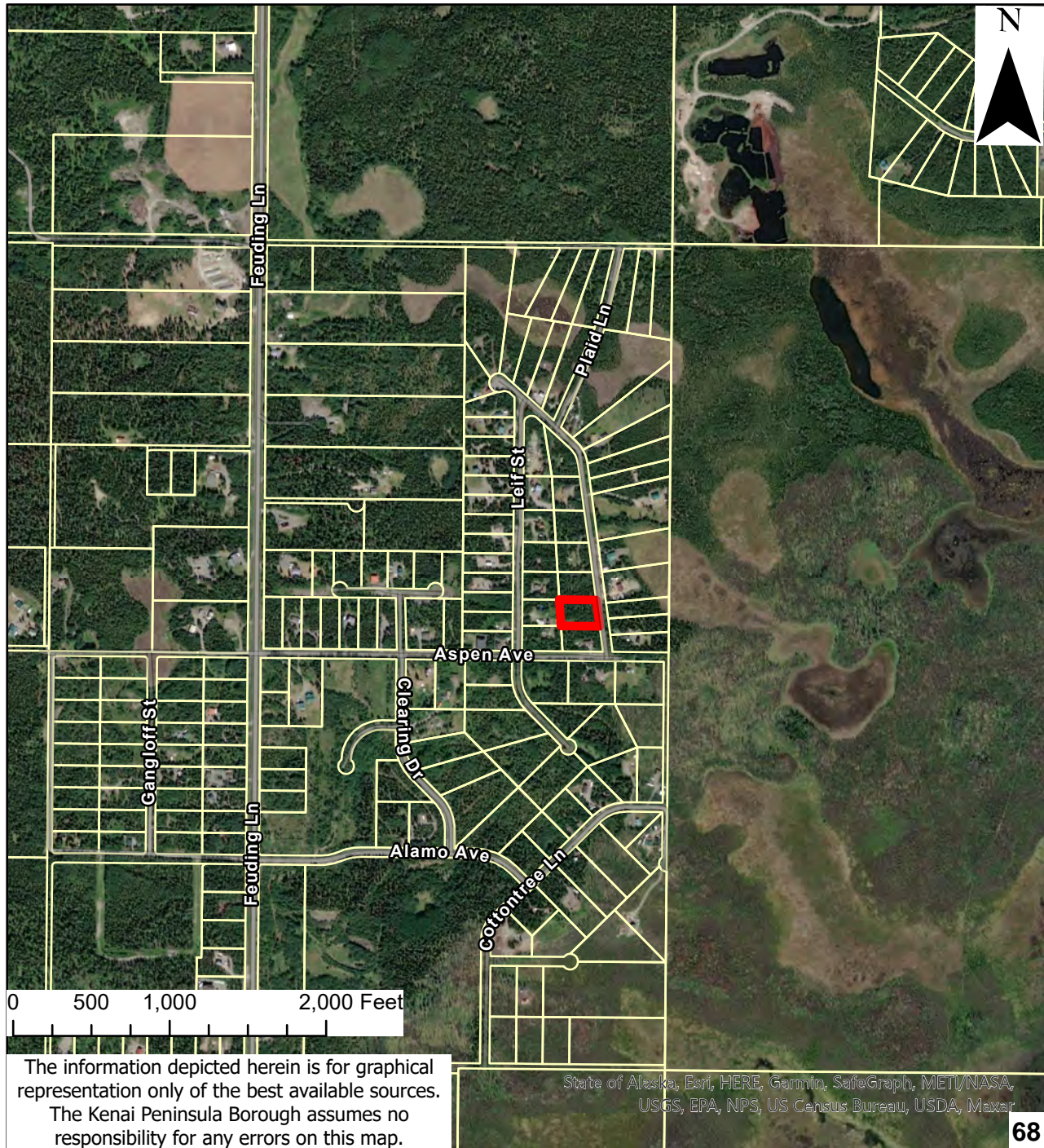
Acres: 18.22+/-





Minimum Bid:  
\$

Acres: 0.93+/-



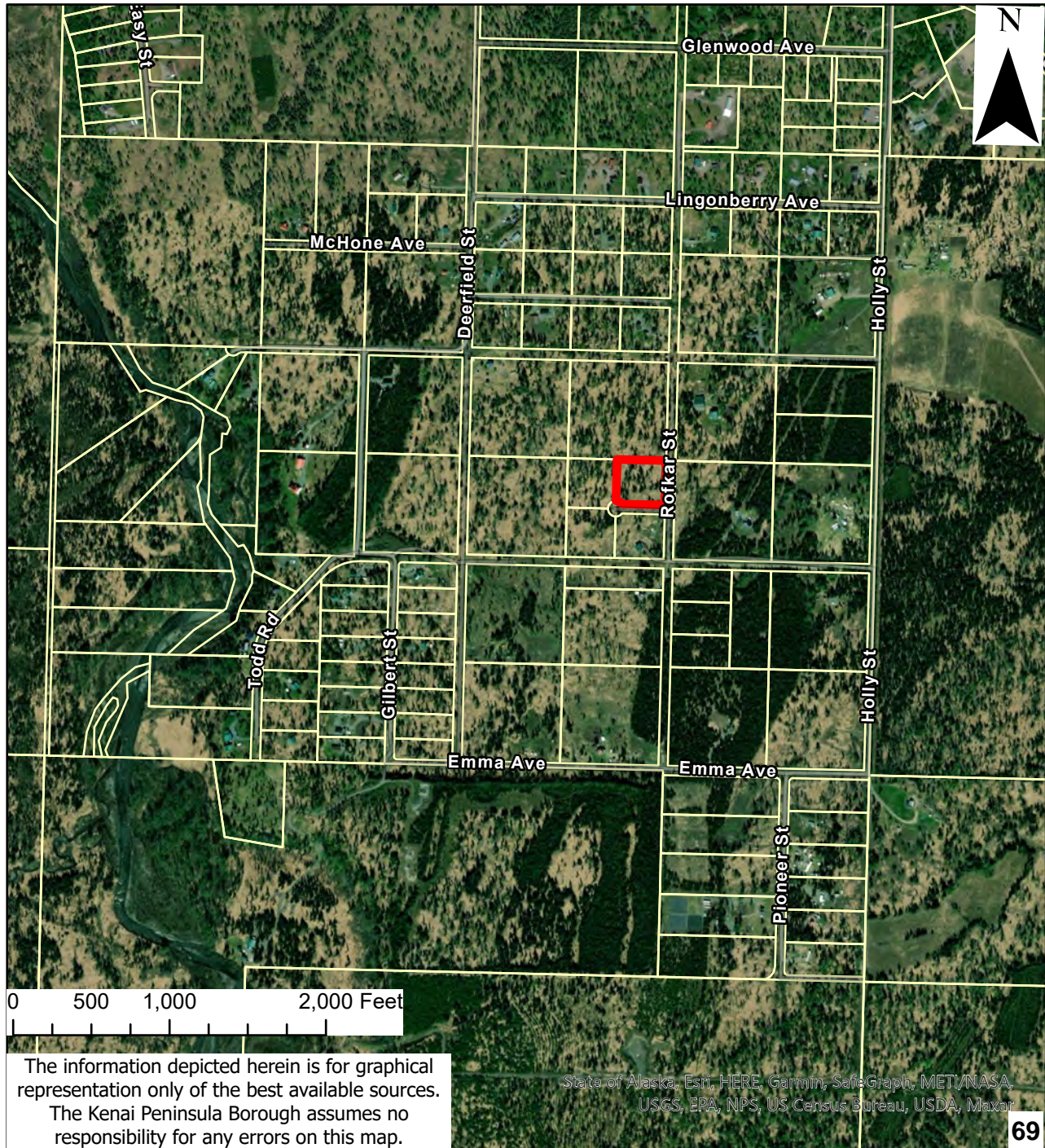
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State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar



Minimum Bid:  
\$

Acres: 2.05 +/-



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State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

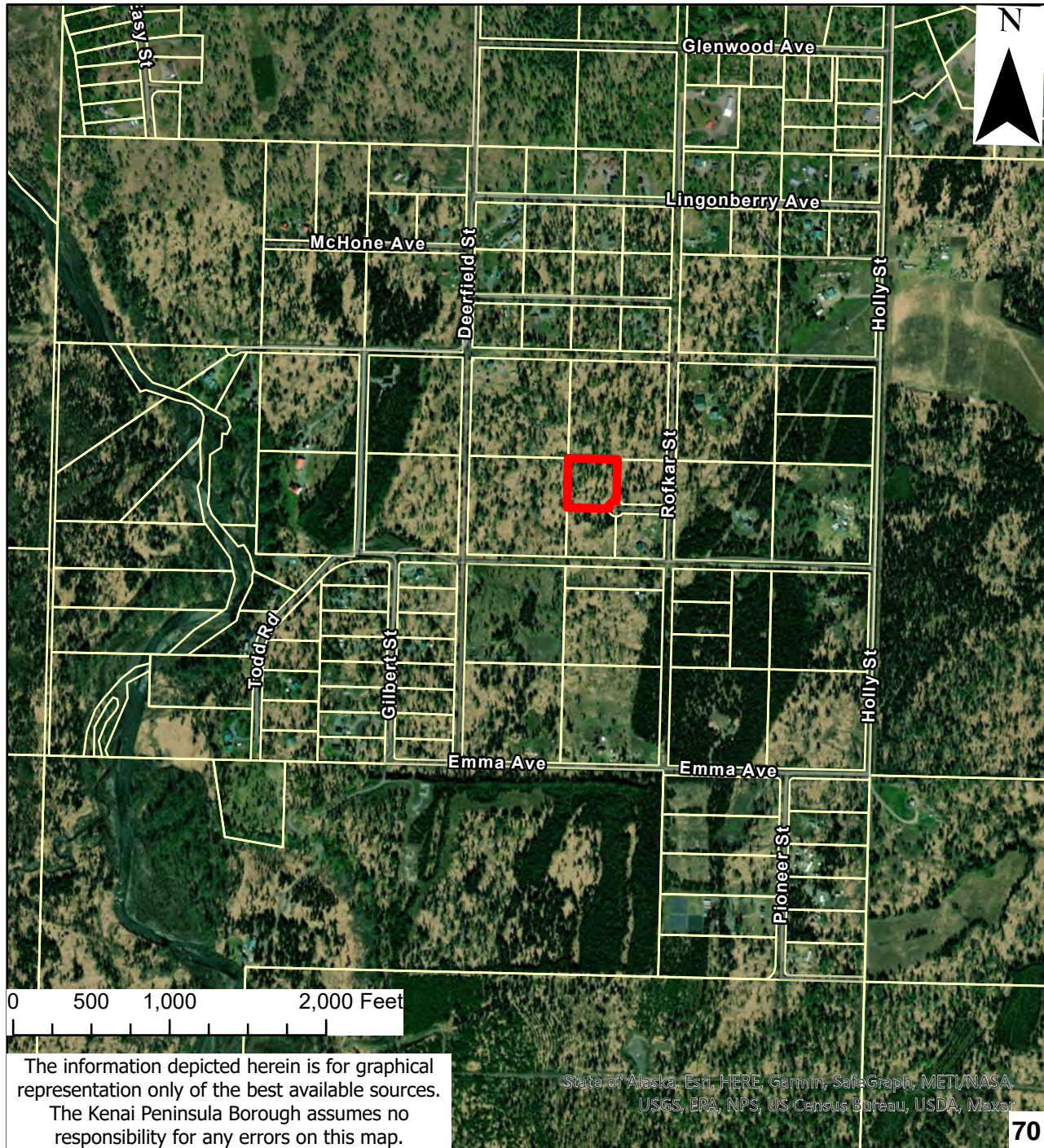
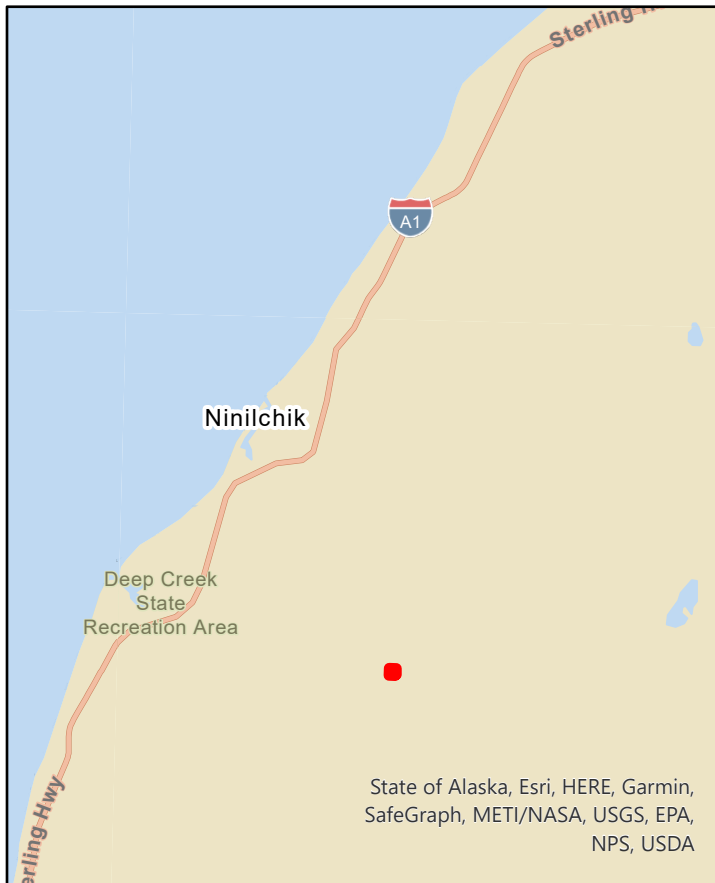


# PARCEL NO. 159-561-11

# Ninilchik

Minimum Bid:  
\$

Acres: 2.23 +/-



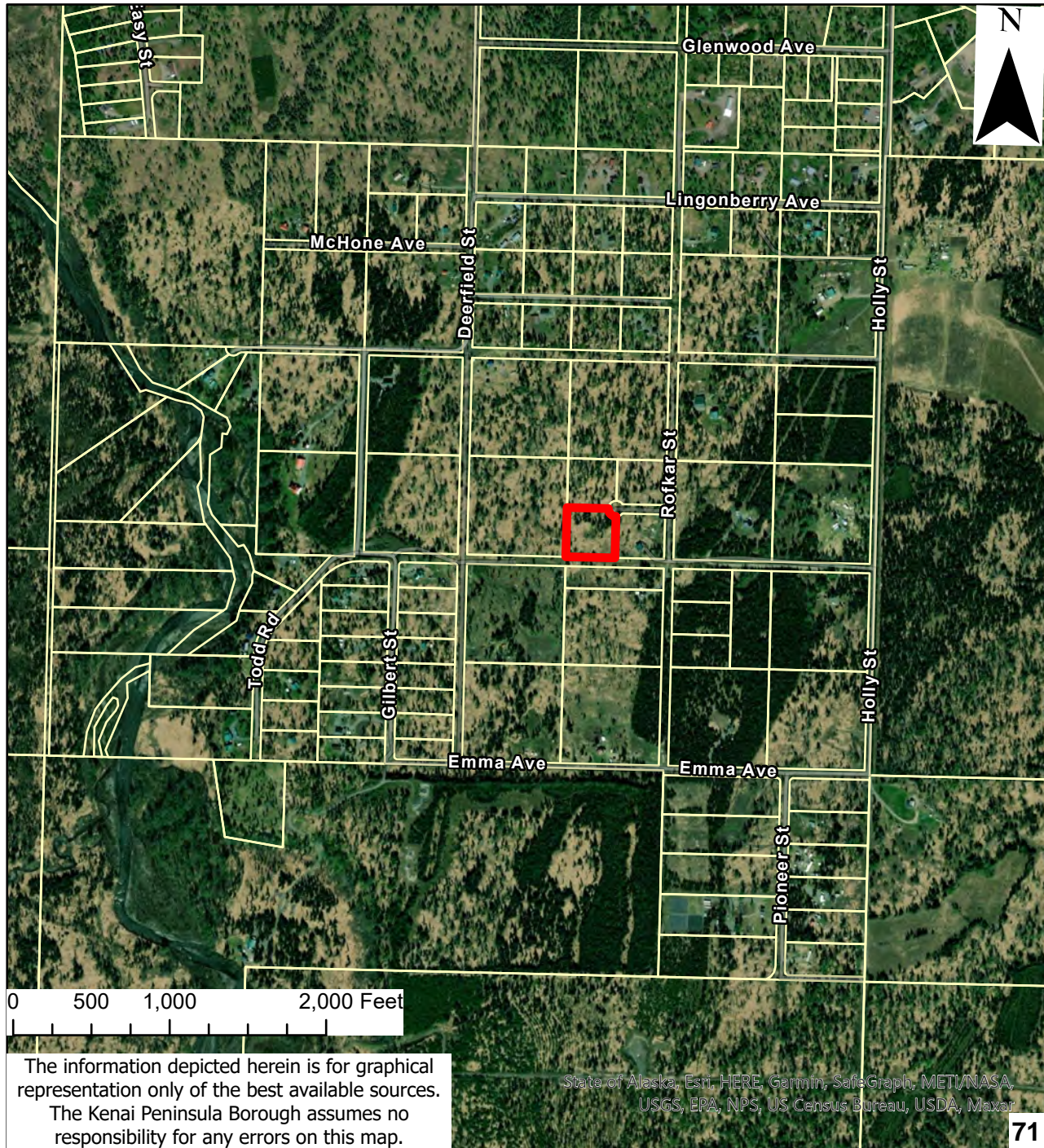
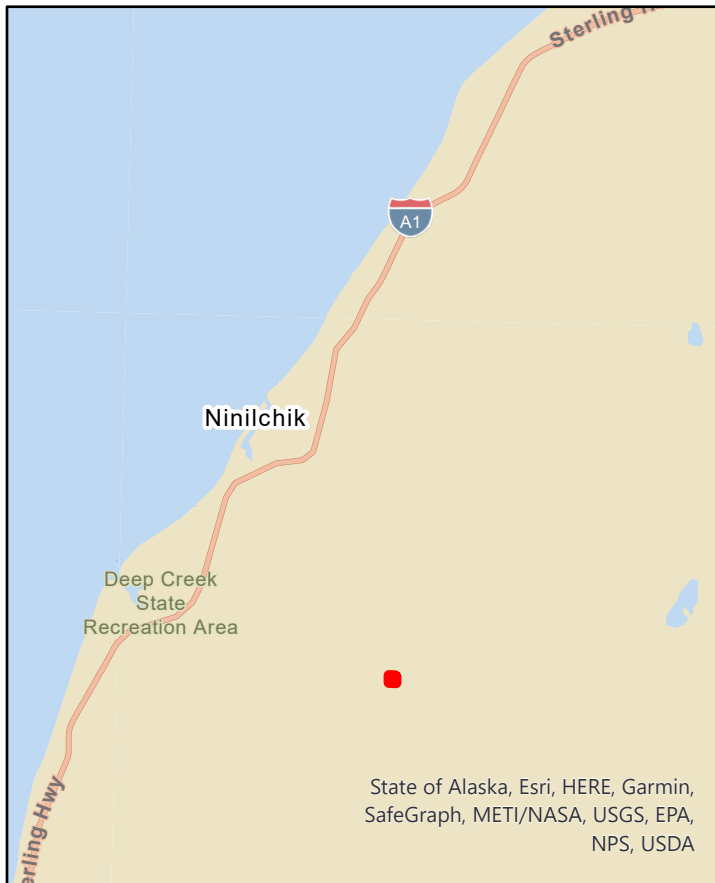


# PARCEL NO. 159-561-12

## Ninilchik

Minimum Bid:  
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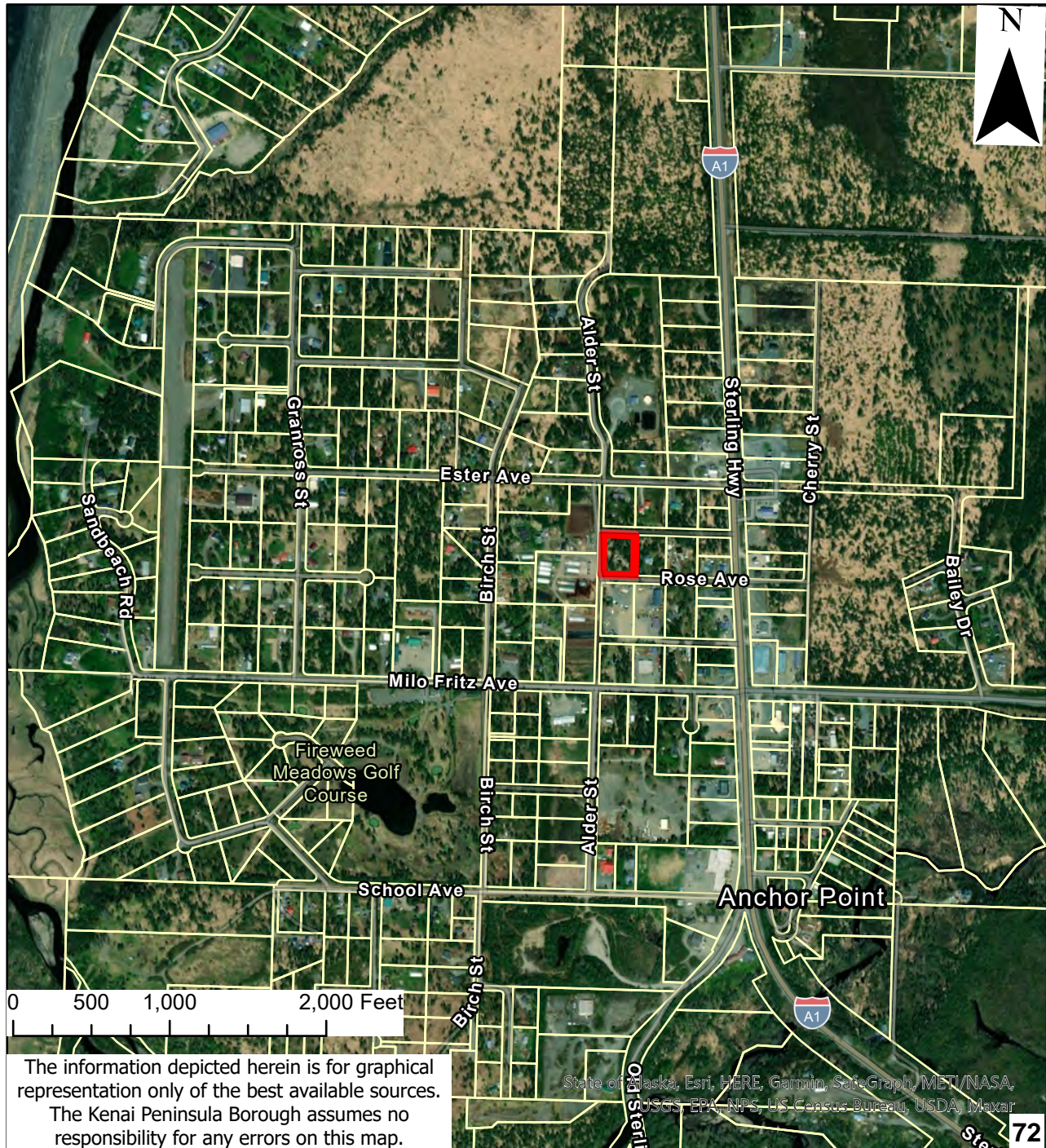
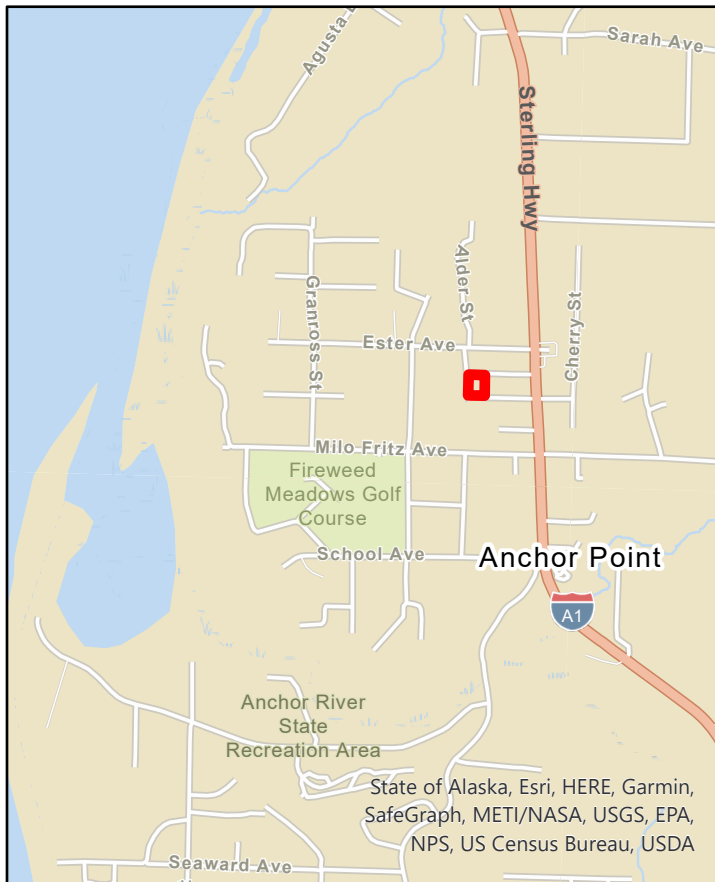
Acres: 2.23 +/-





Minimum Bid:  
\$

Acres: 1.22 +/-



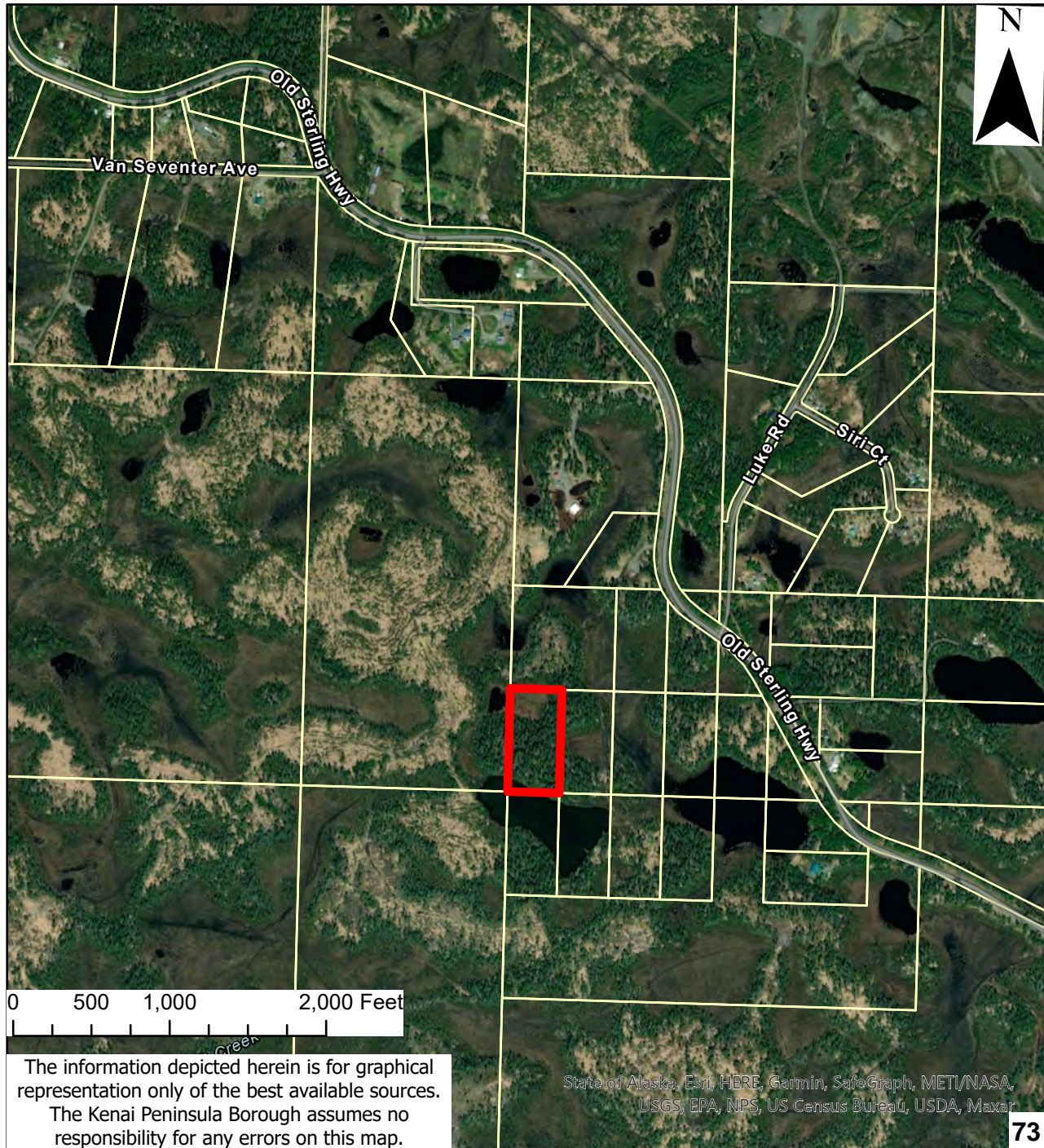
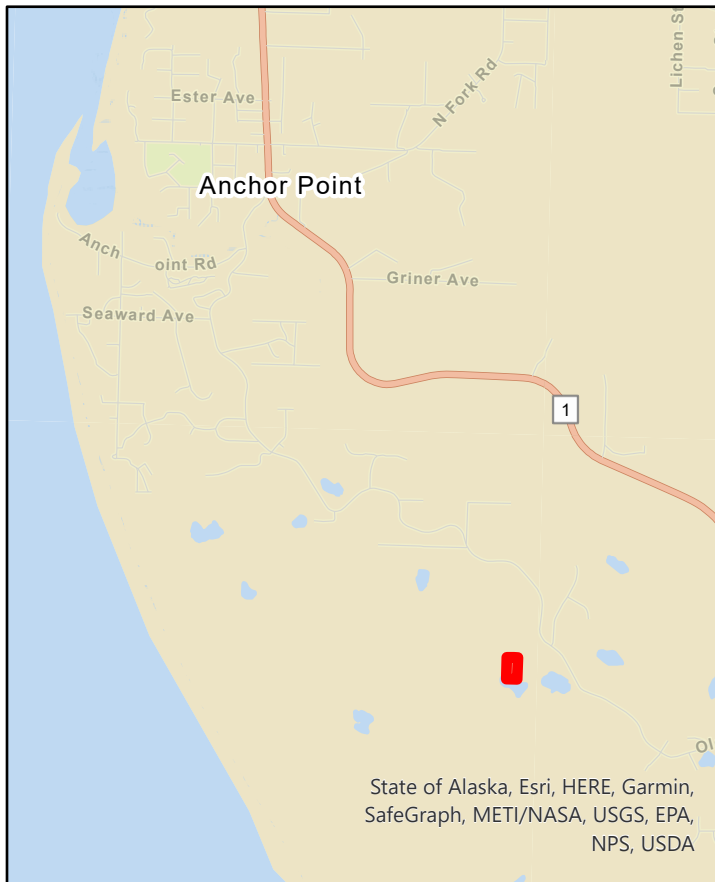
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State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar



Minimum Bid:  
\$

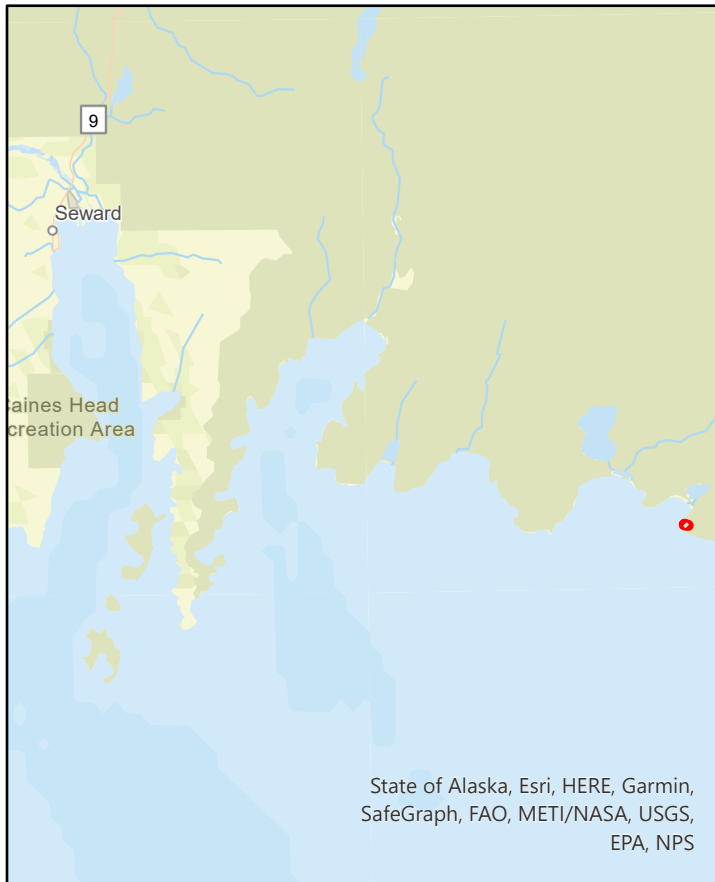
Acres: 5.00 +/-





Minimum Bid:  
\$

Acres: 3.45 +/-



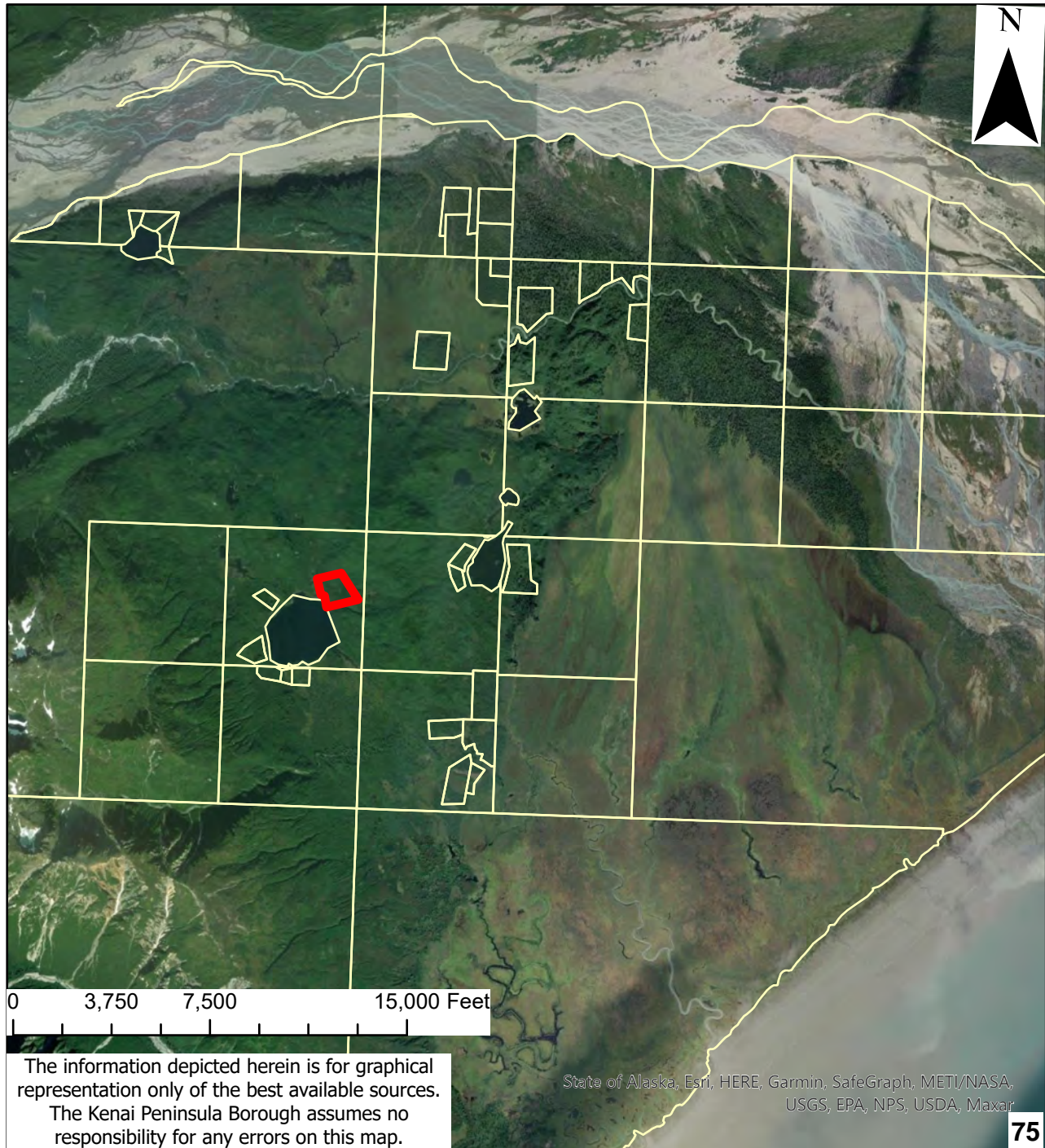
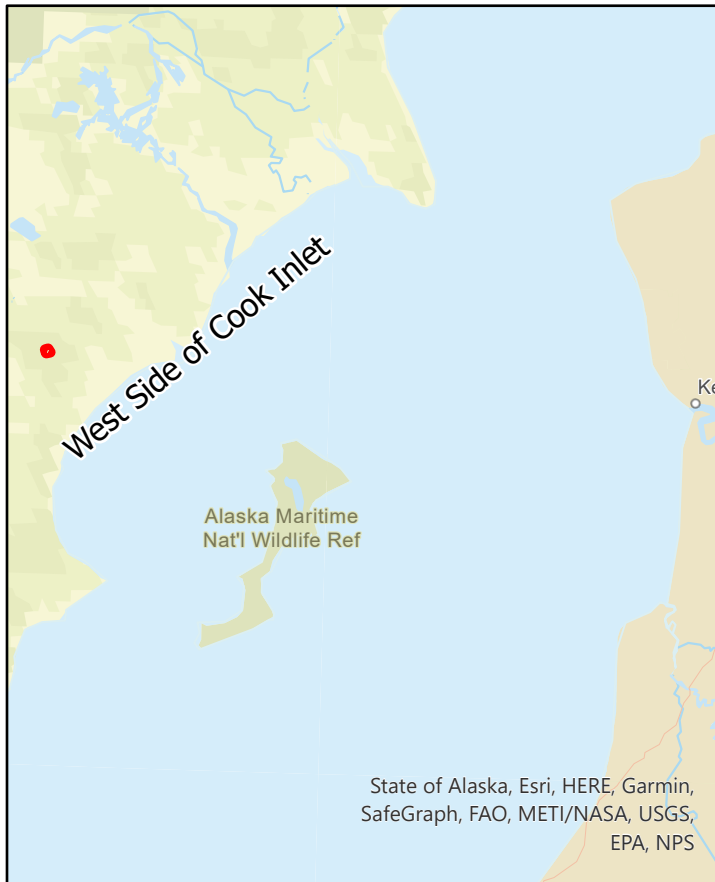


PARCEL NO. 221-103-05

West Side of Cook Inlet

Minimum Bid:  
\$

Acres: 28.50+/-





PARCEL NO. 013-280-64

Nikiski

Minimum Bid:  
\$

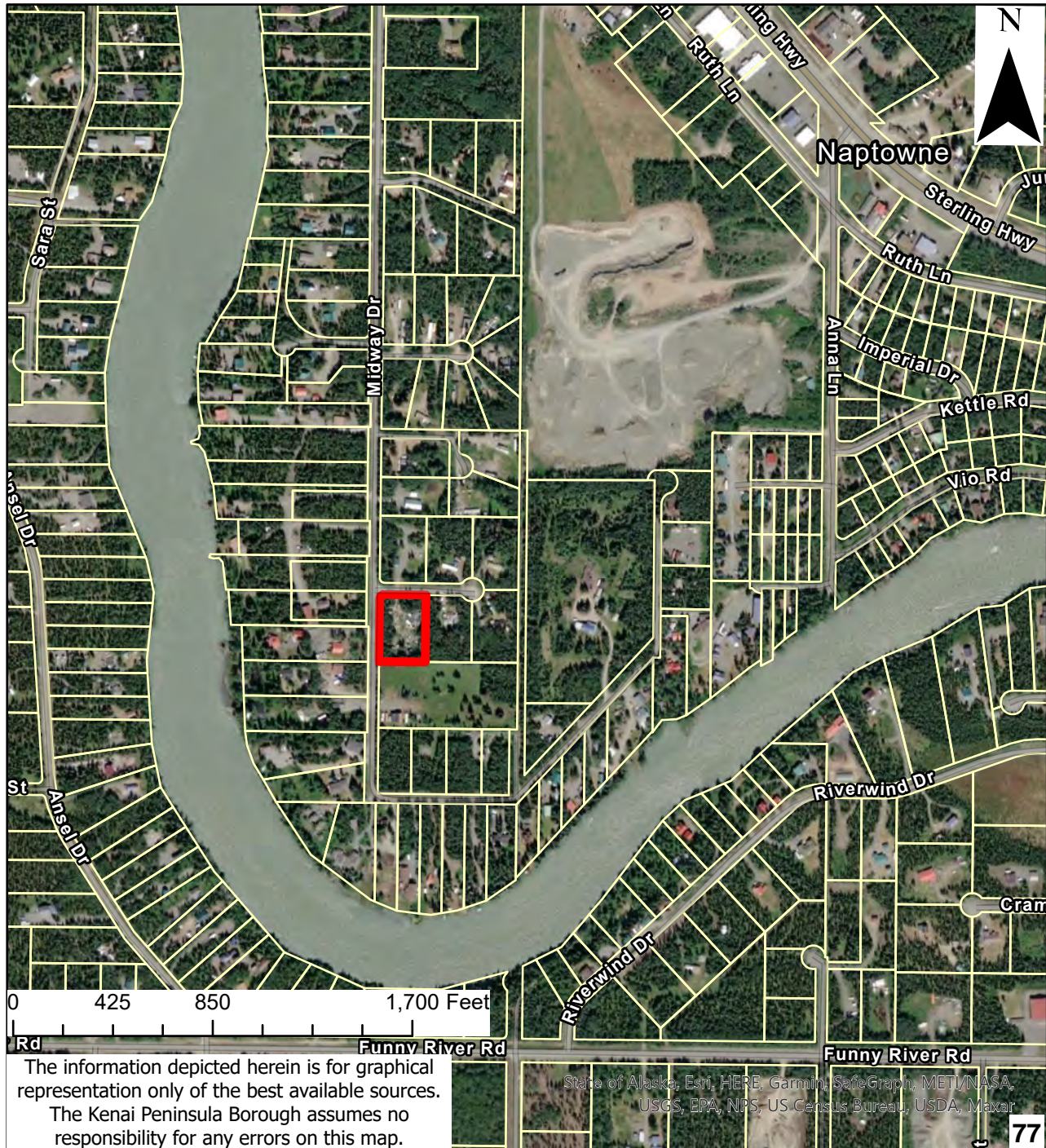
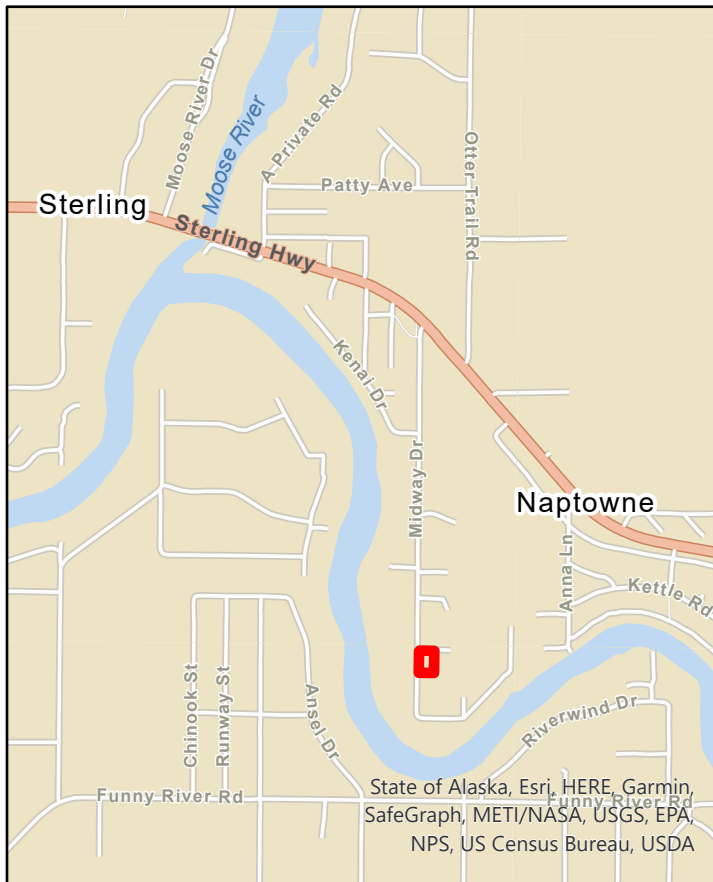
Acres: 1.21 +/-





Minimum Bid:  
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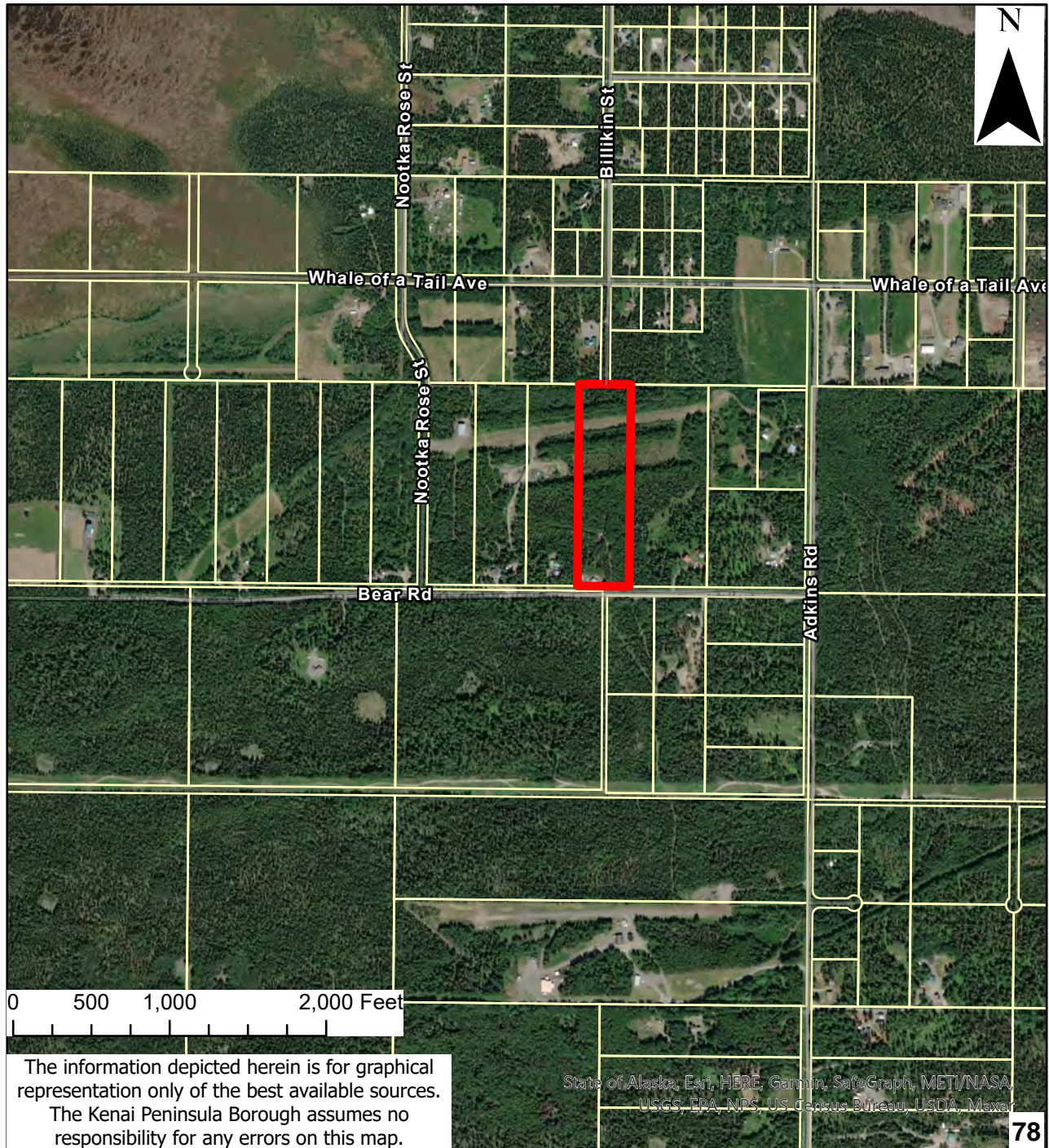
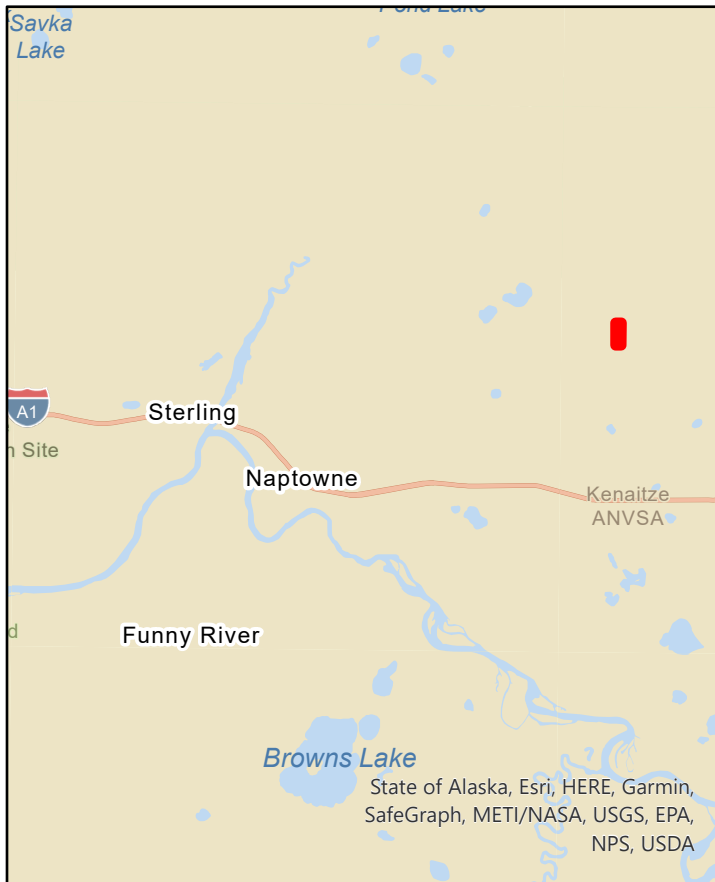
Acres: 1.29 +/-





Minimum Bid:  
\$

Acres: 9.77 +/-

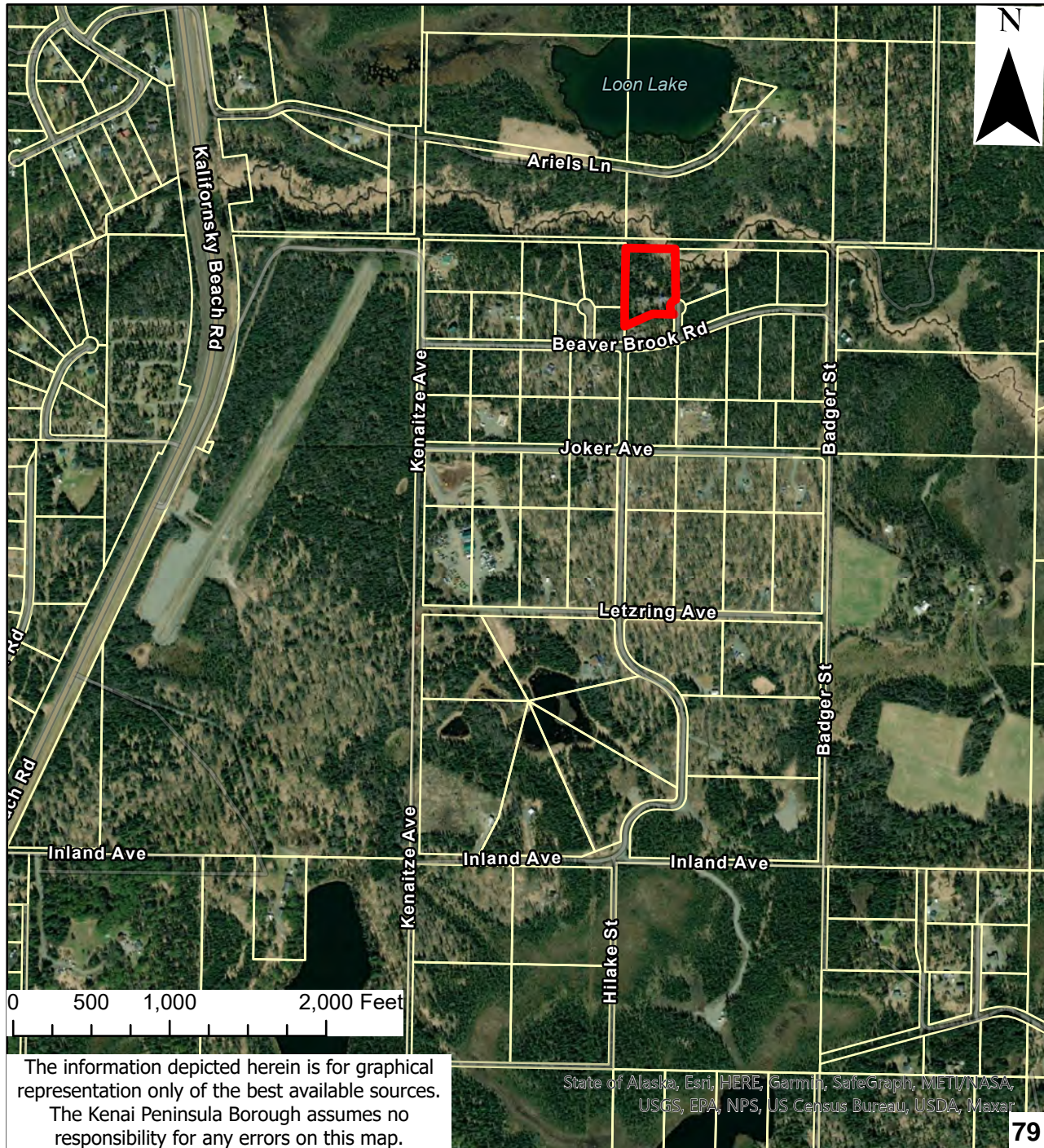




Minimum Bid:

\$

Acres: 3.24 +/-

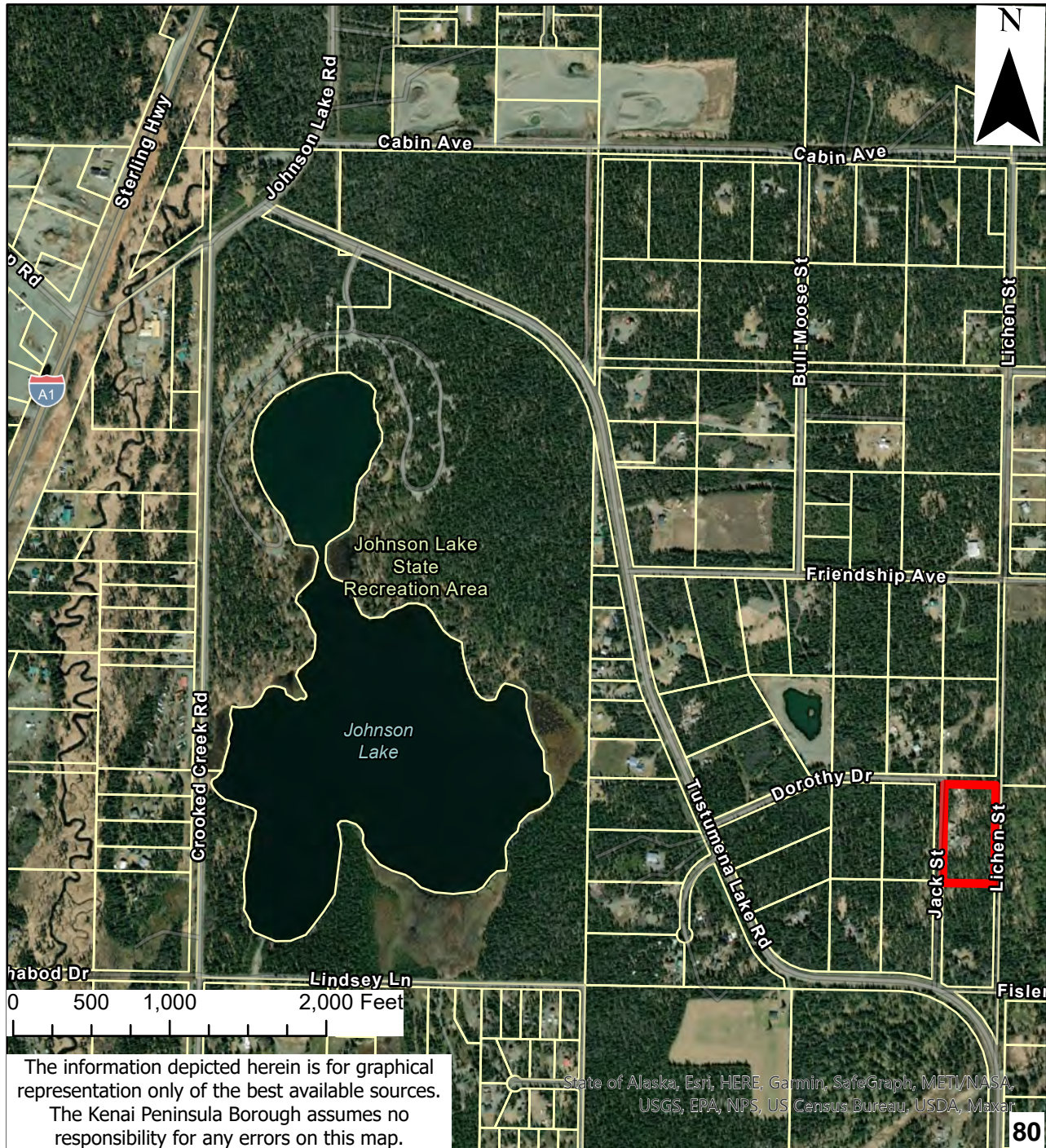
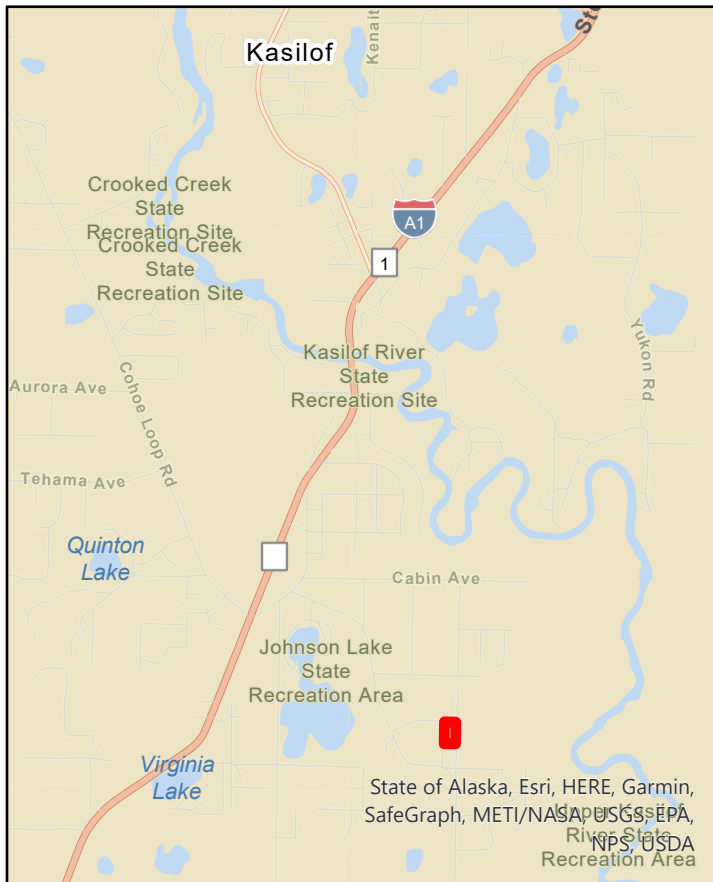




Minimum Bid:

\$

Acres: 4.76 +/-



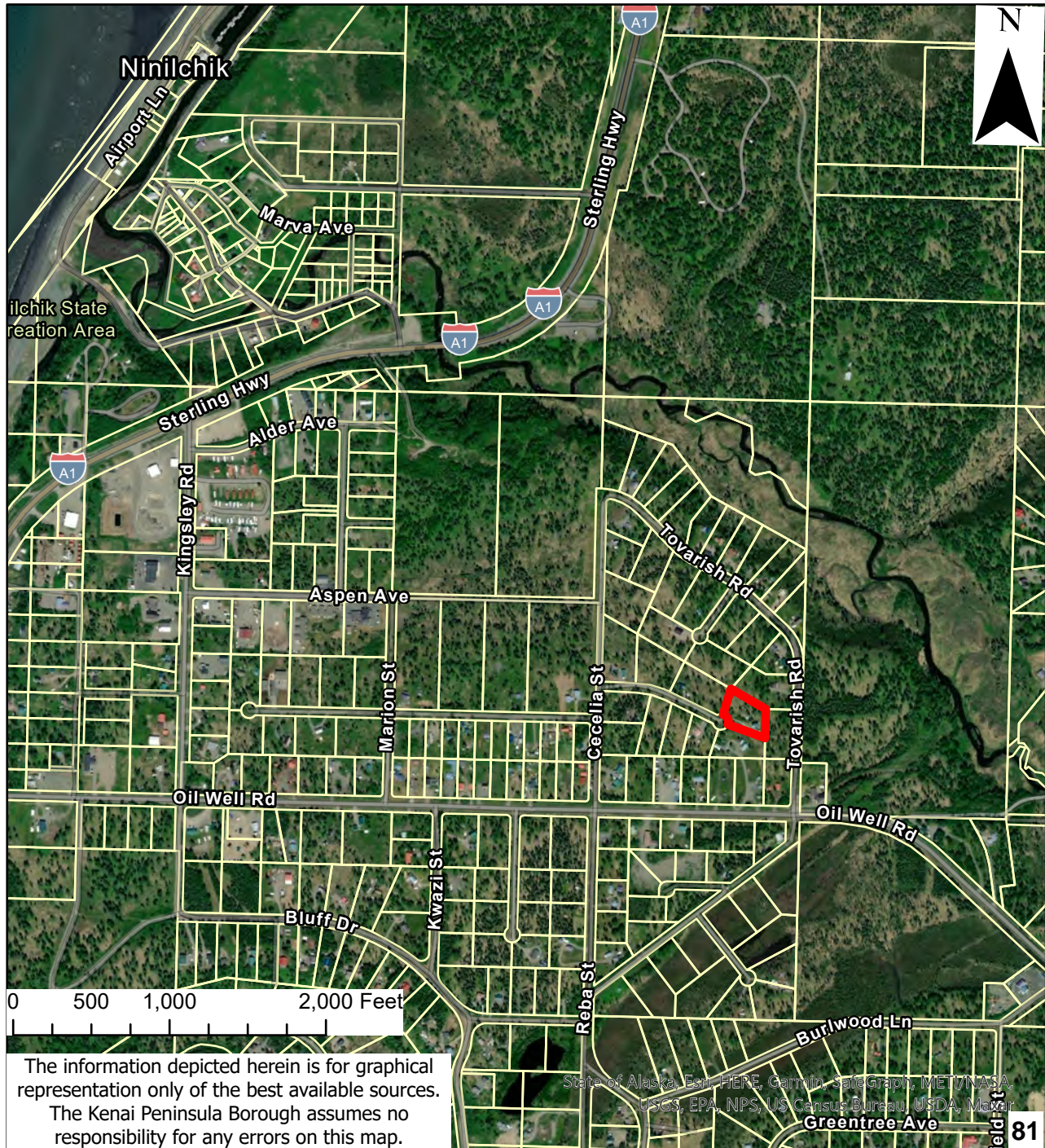
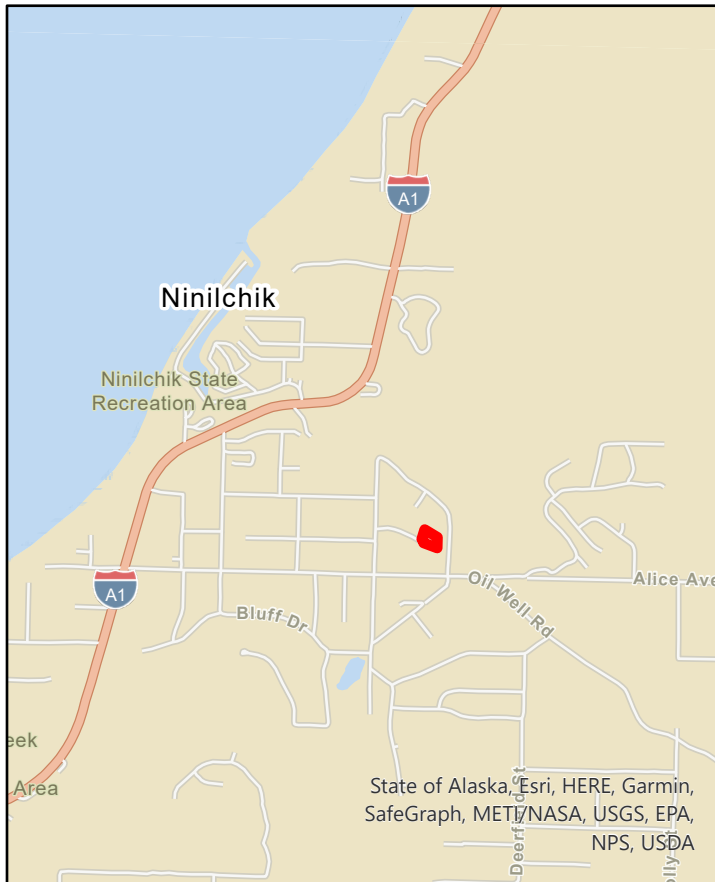
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State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar



Minimum Bid:  
\$

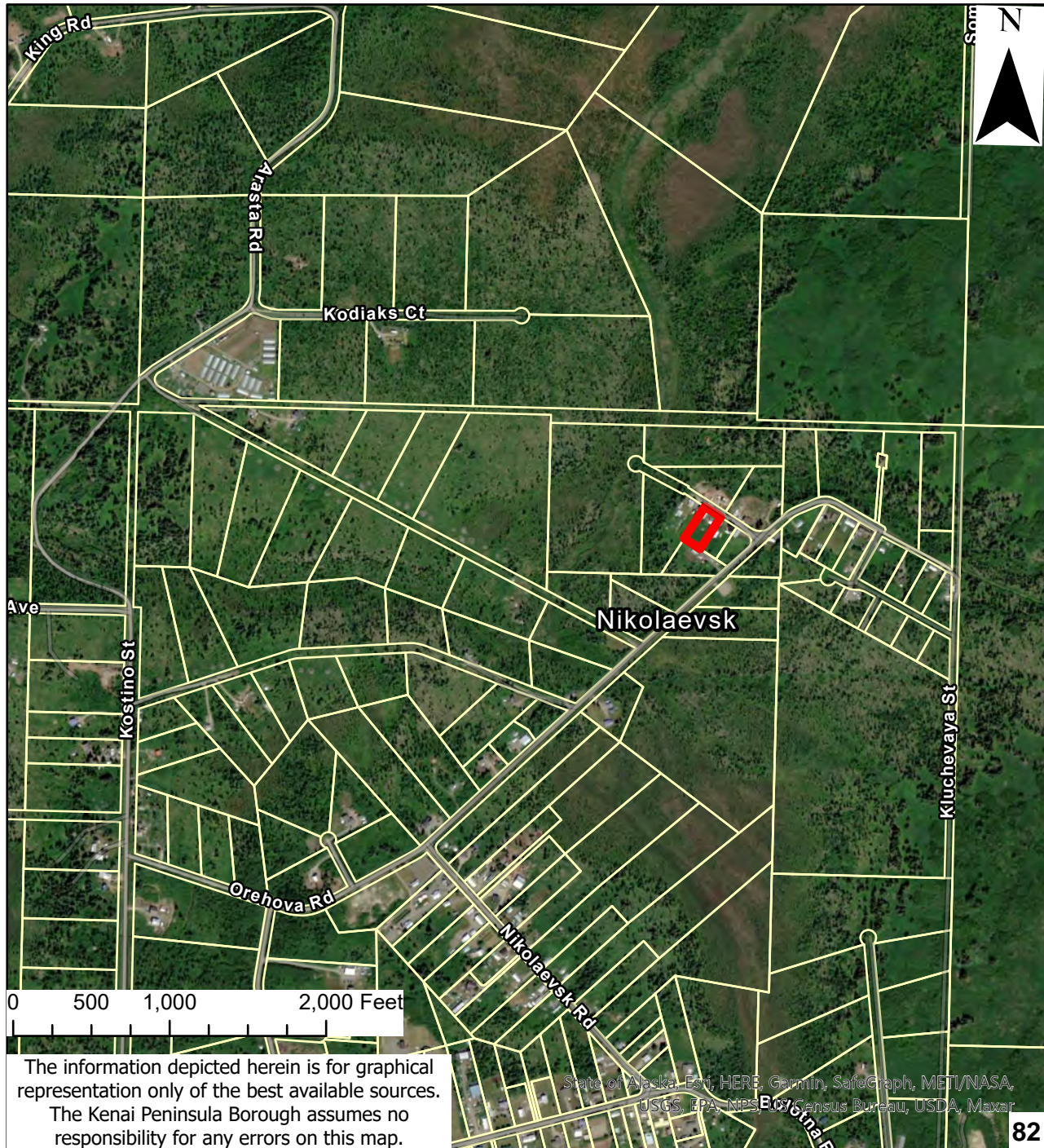
Acres: 1.21 +/-





Minimum Bid:  
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Acres: 0.68 +/-

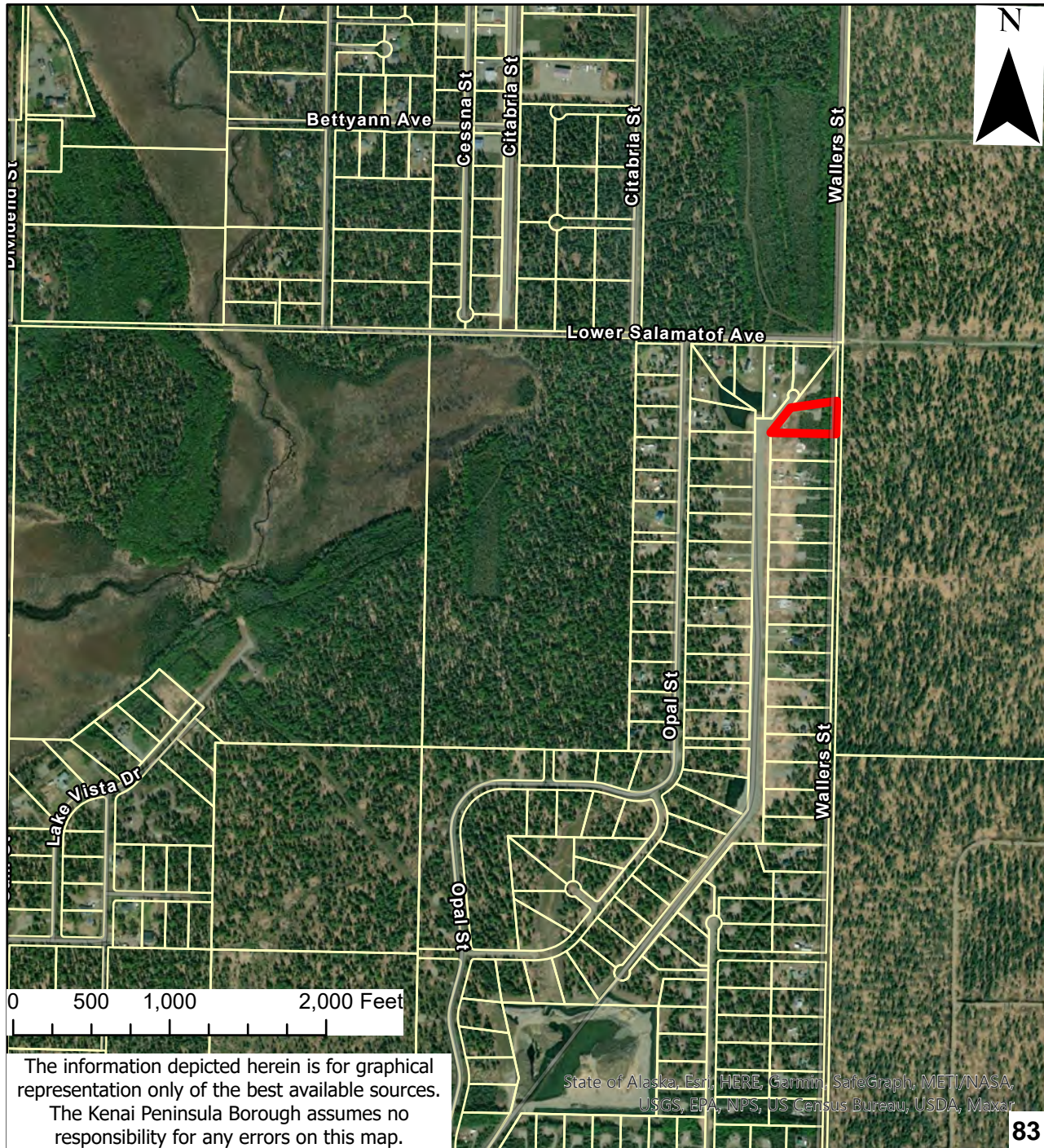
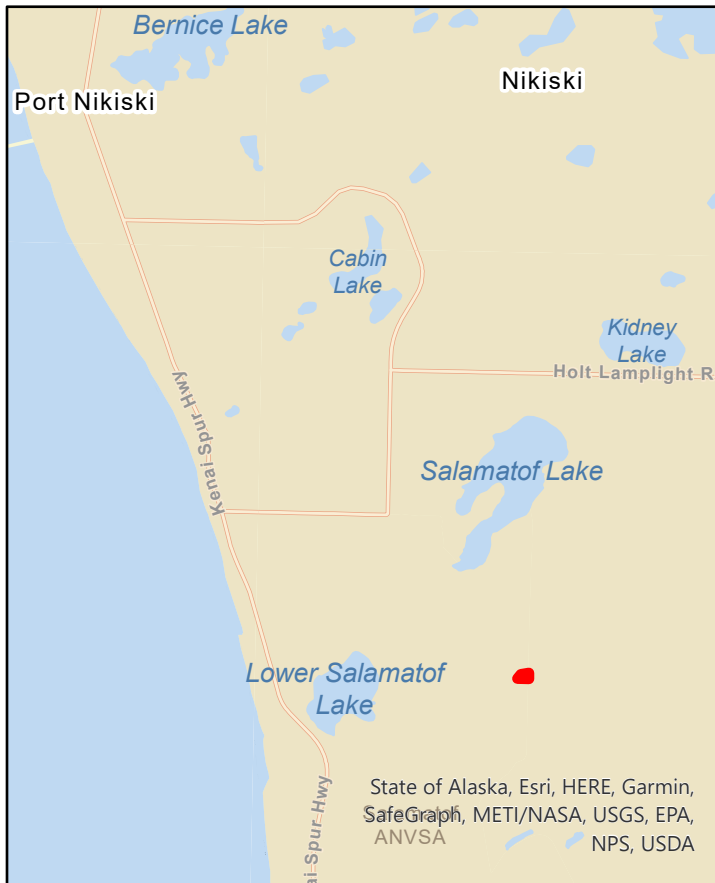




Minimum Bid:

\$

Acres: 1.49 +/-





Minimum Bid:

\$

Acres: 0.17 +/-



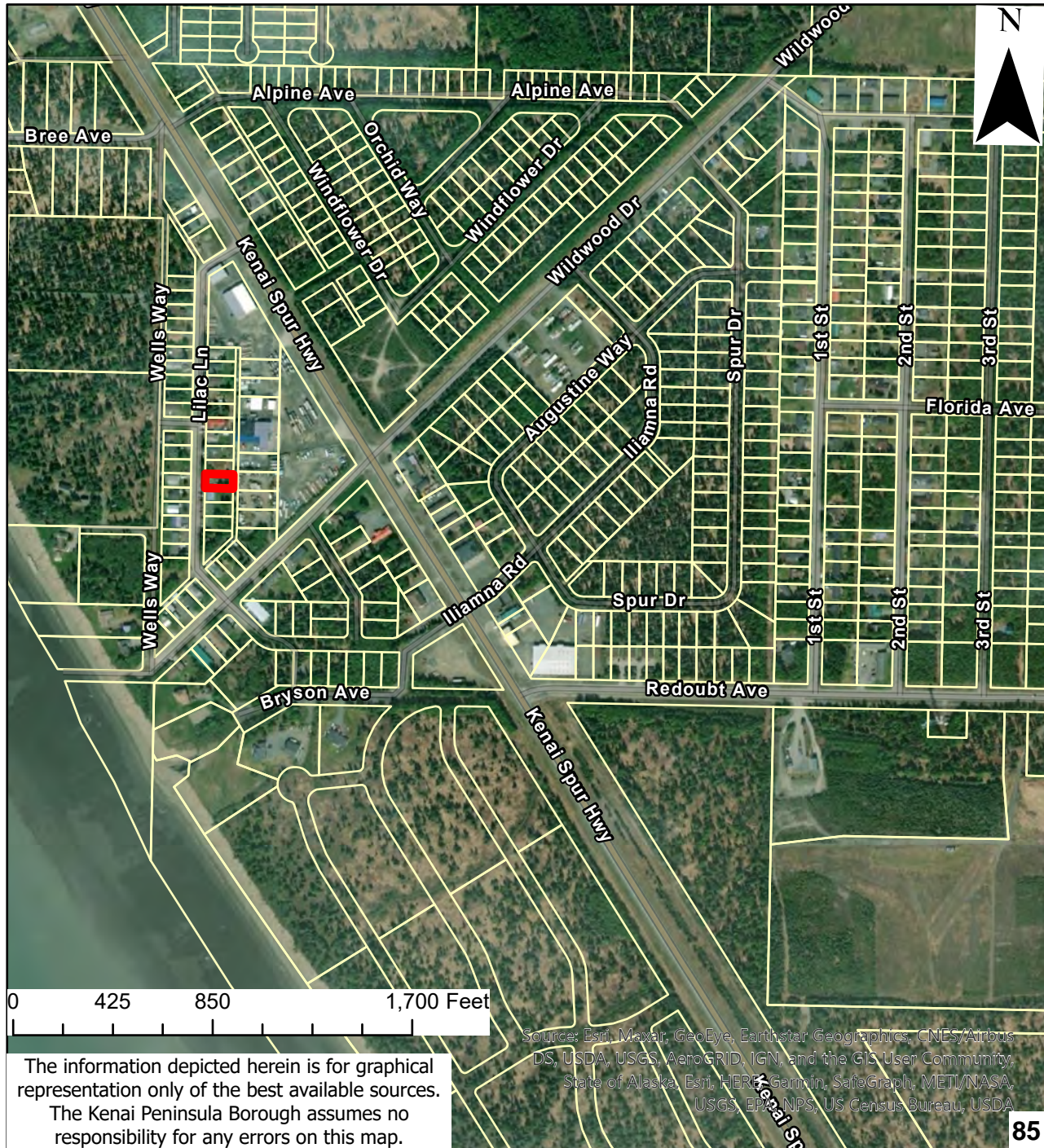
The information depicted herein is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Minimum Bid:

\$

Acres: 0.17 +/-



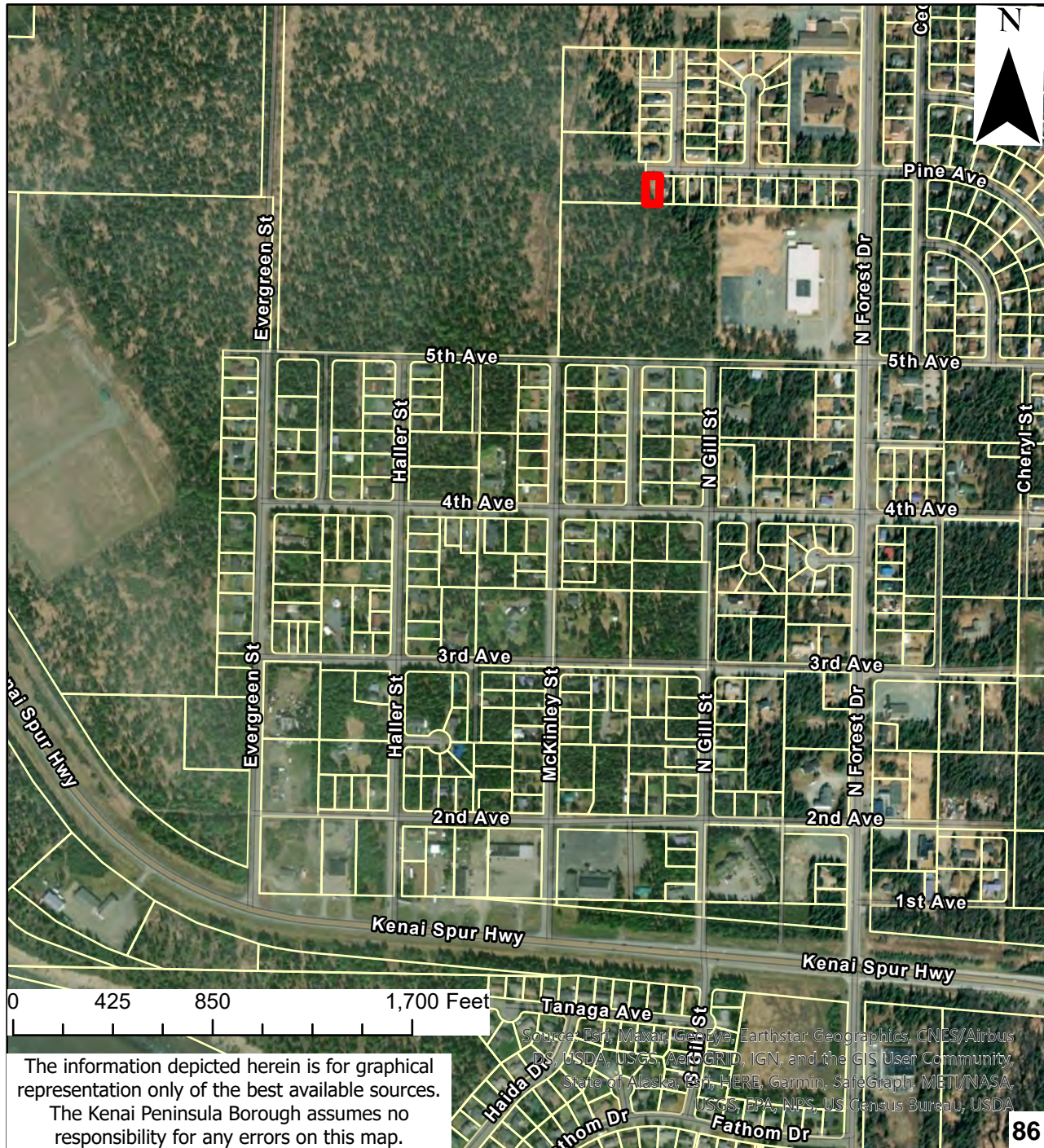
The information depicted herein is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Minimum Bid:

\$

Acres: 0.17 +/-

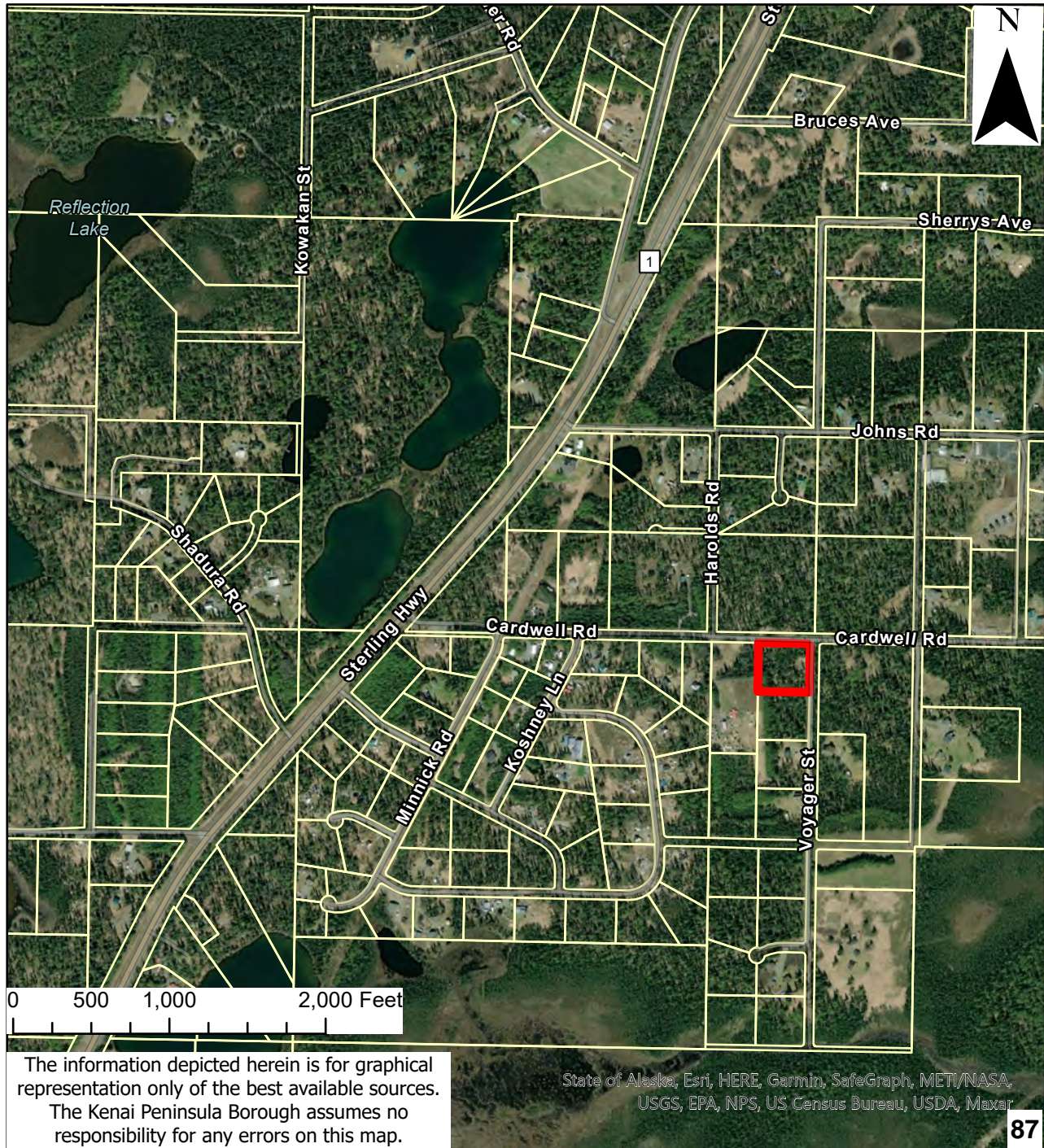


The information depicted herein is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Minimum Bid:  
\$

Acres: 2.35 +/-



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

State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

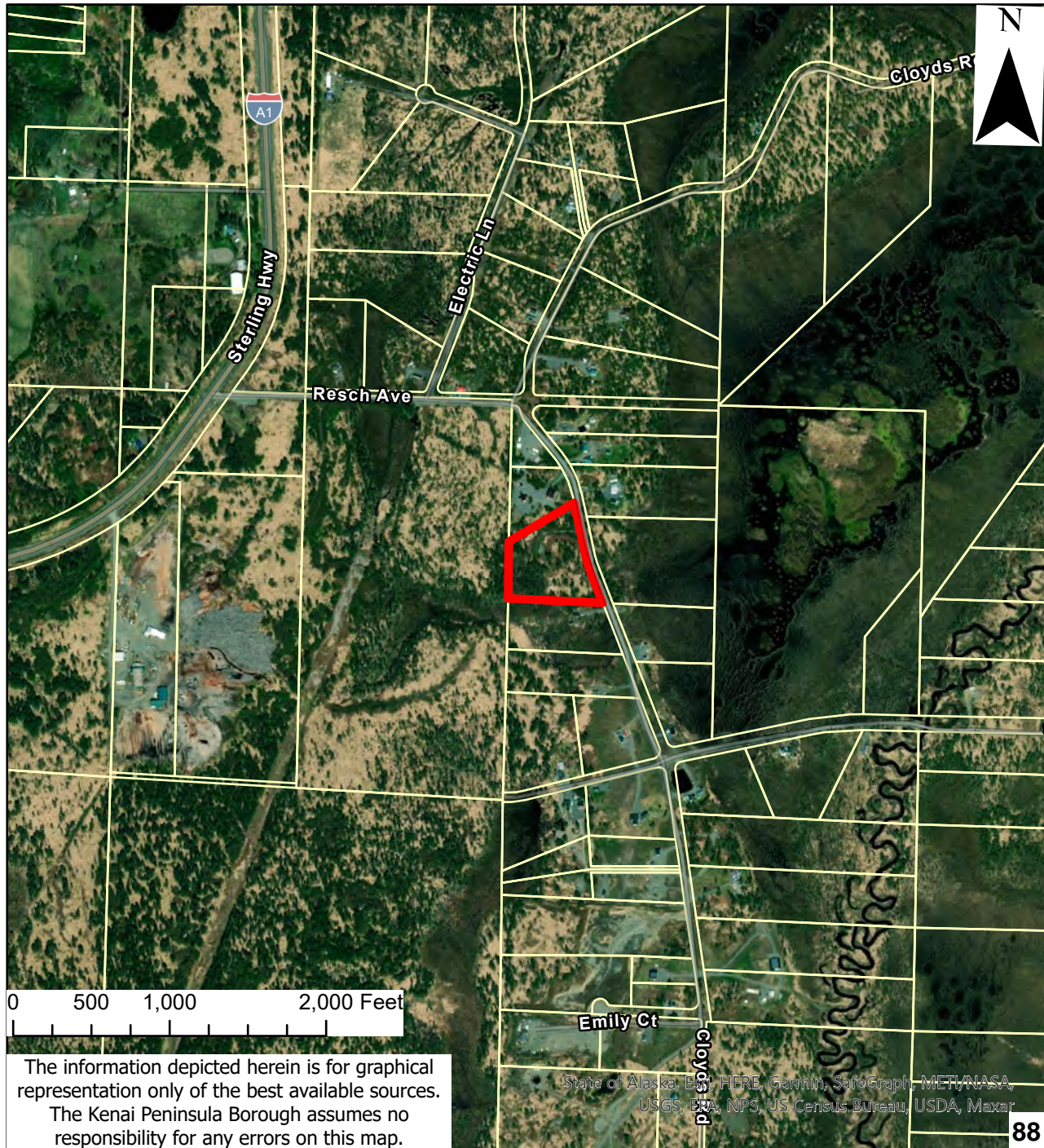


PARCEL NO. 159-143-21

Happy Valley

Minimum Bid:  
\$

Acres: 5.88 +/-



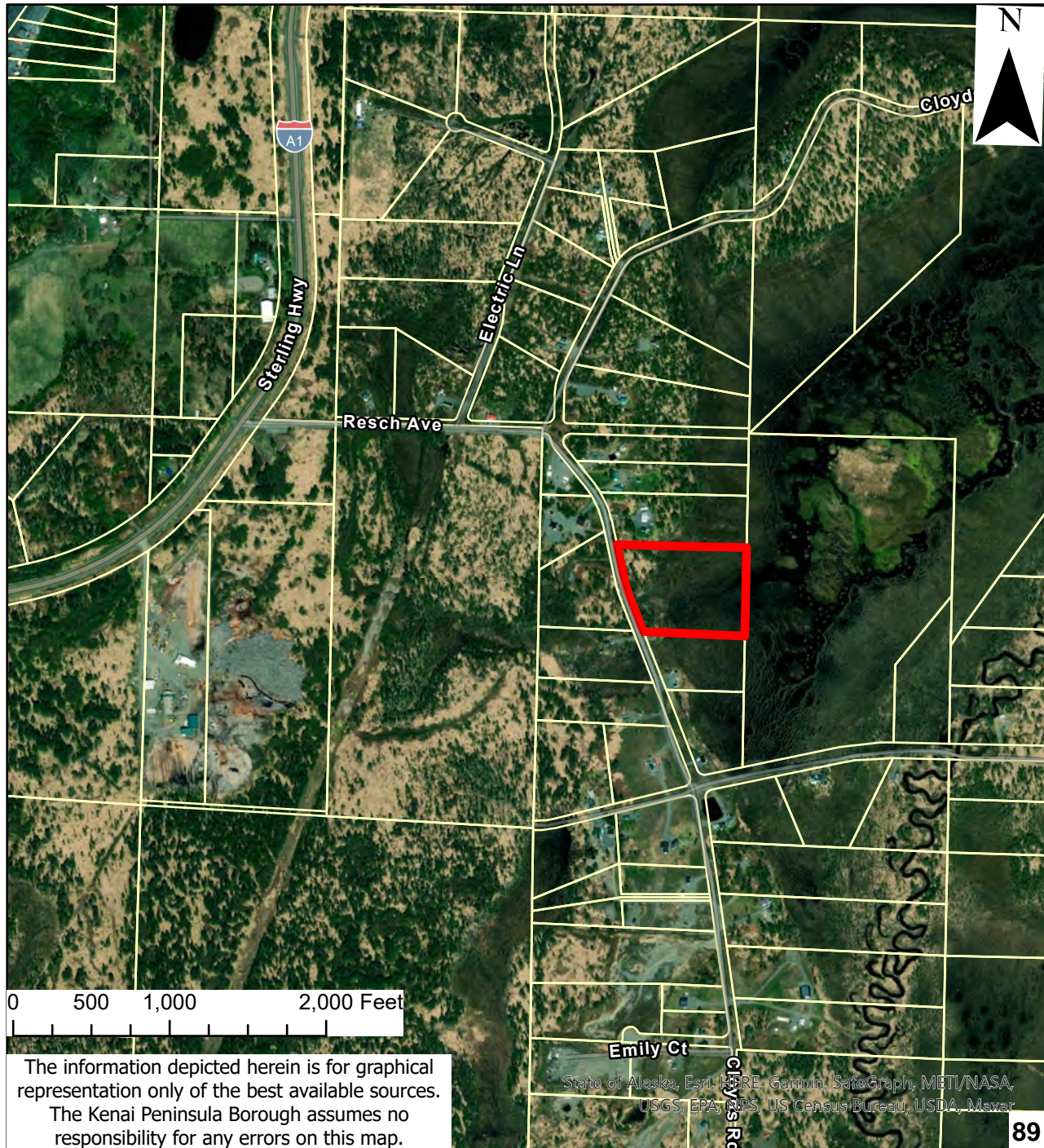
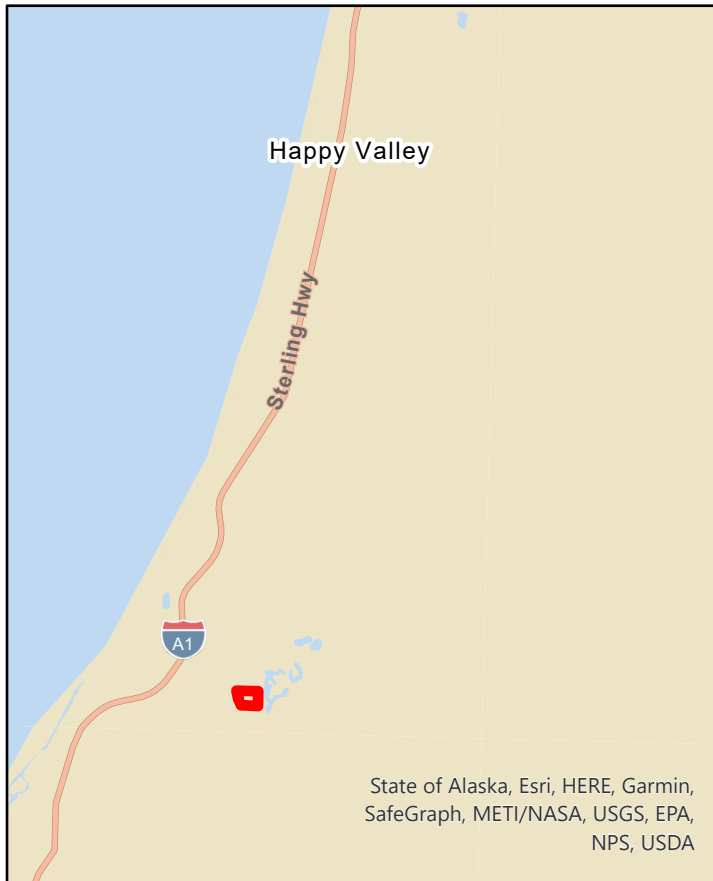


PARCEL NO. 159-143-25

Happy Valley

Minimum Bid:  
\$

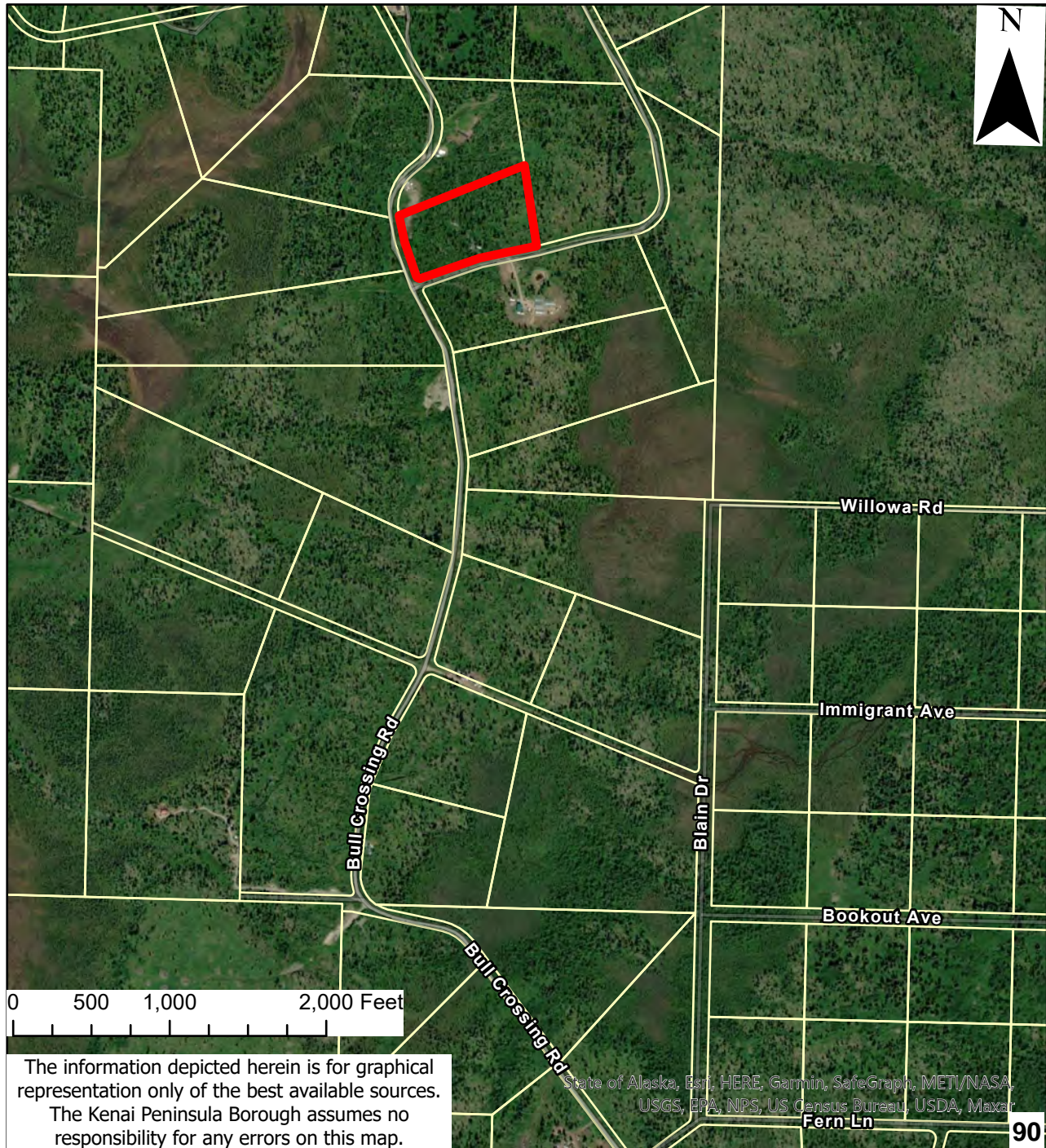
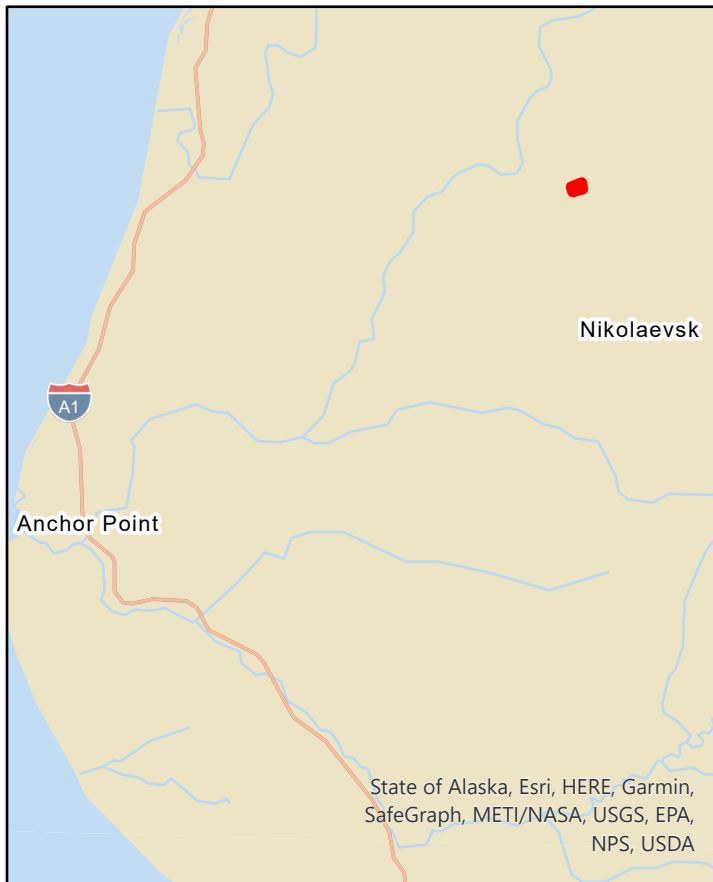
Acres: 9.60 +/-





Minimum Bid:  
\$

Acres: 8.72 +/-



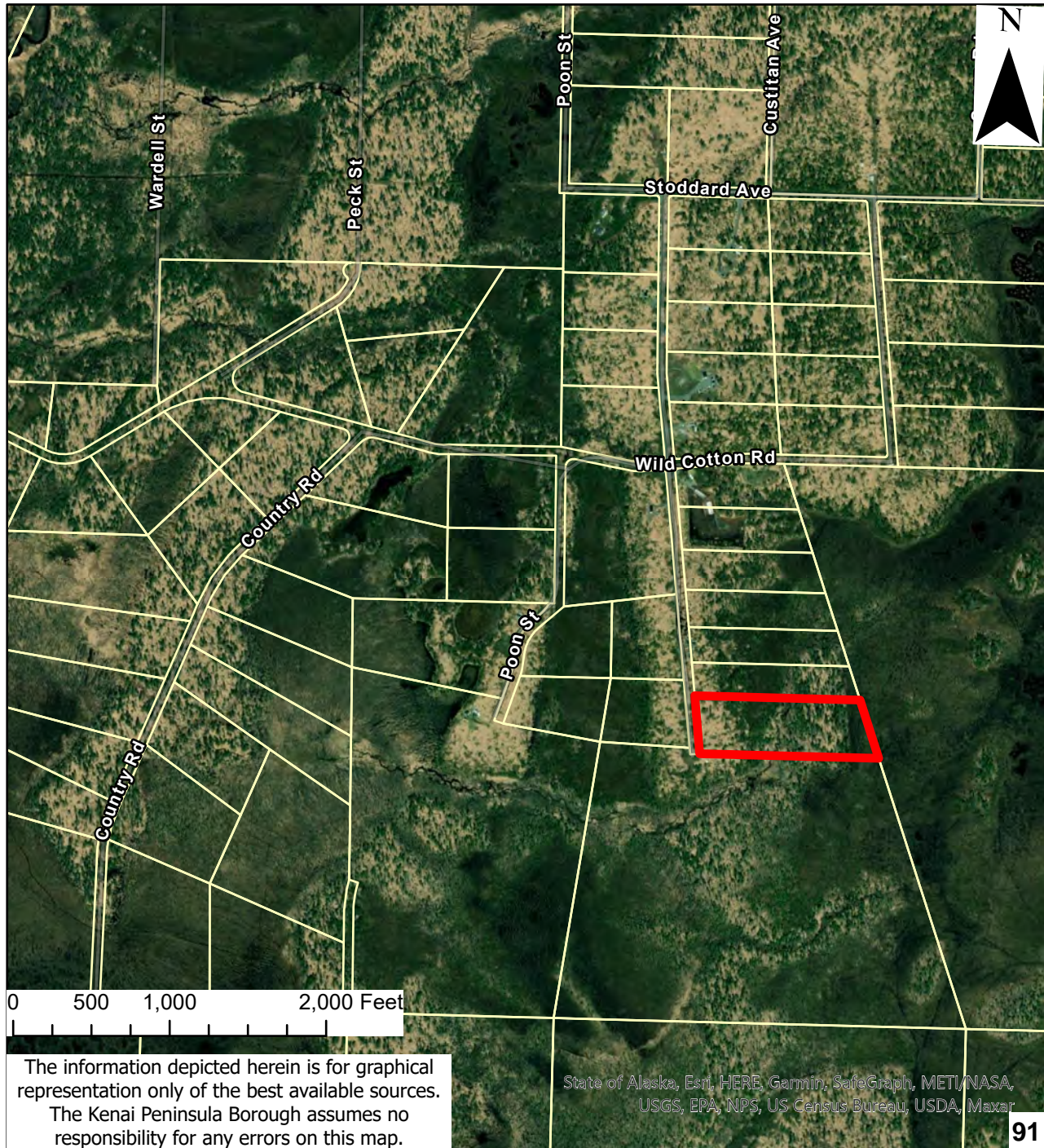


PARCEL NO. 165-480-63

Anchor Point

Minimum Bid:  
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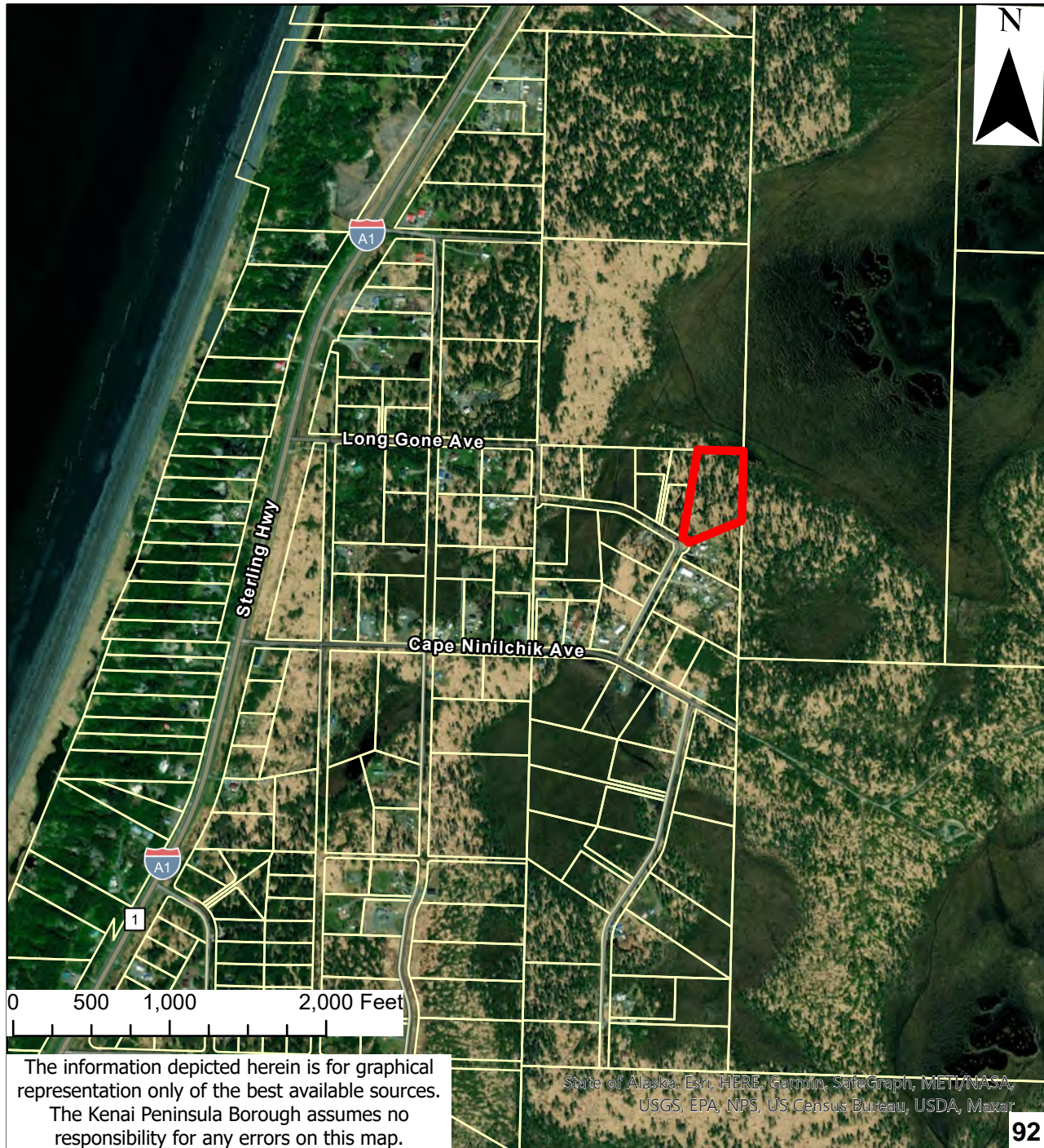
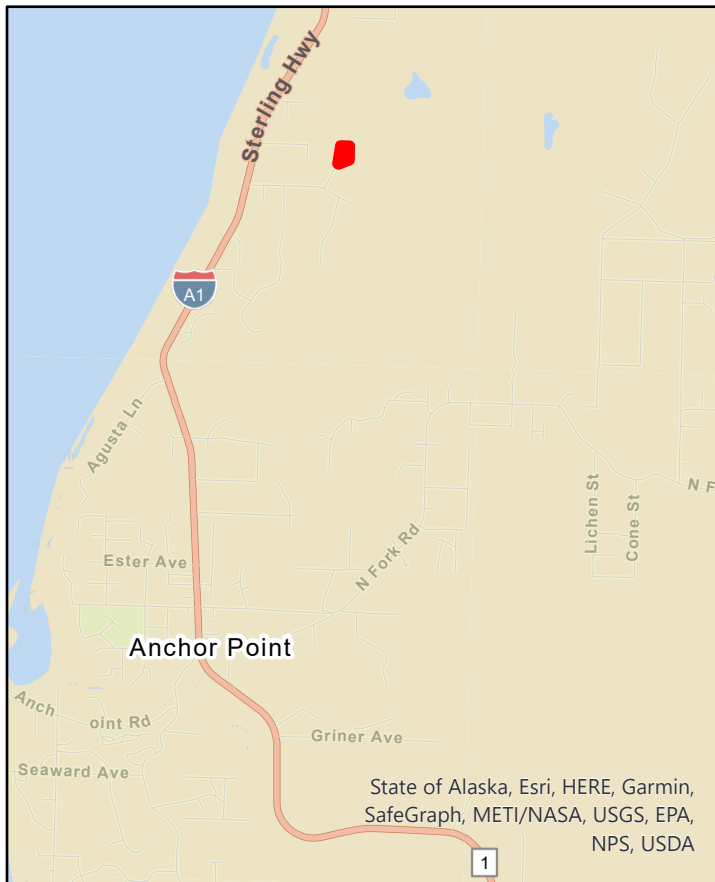
Acres: 9.31 +/-





Minimum Bid:  
\$

Acres: 4.01 +/-

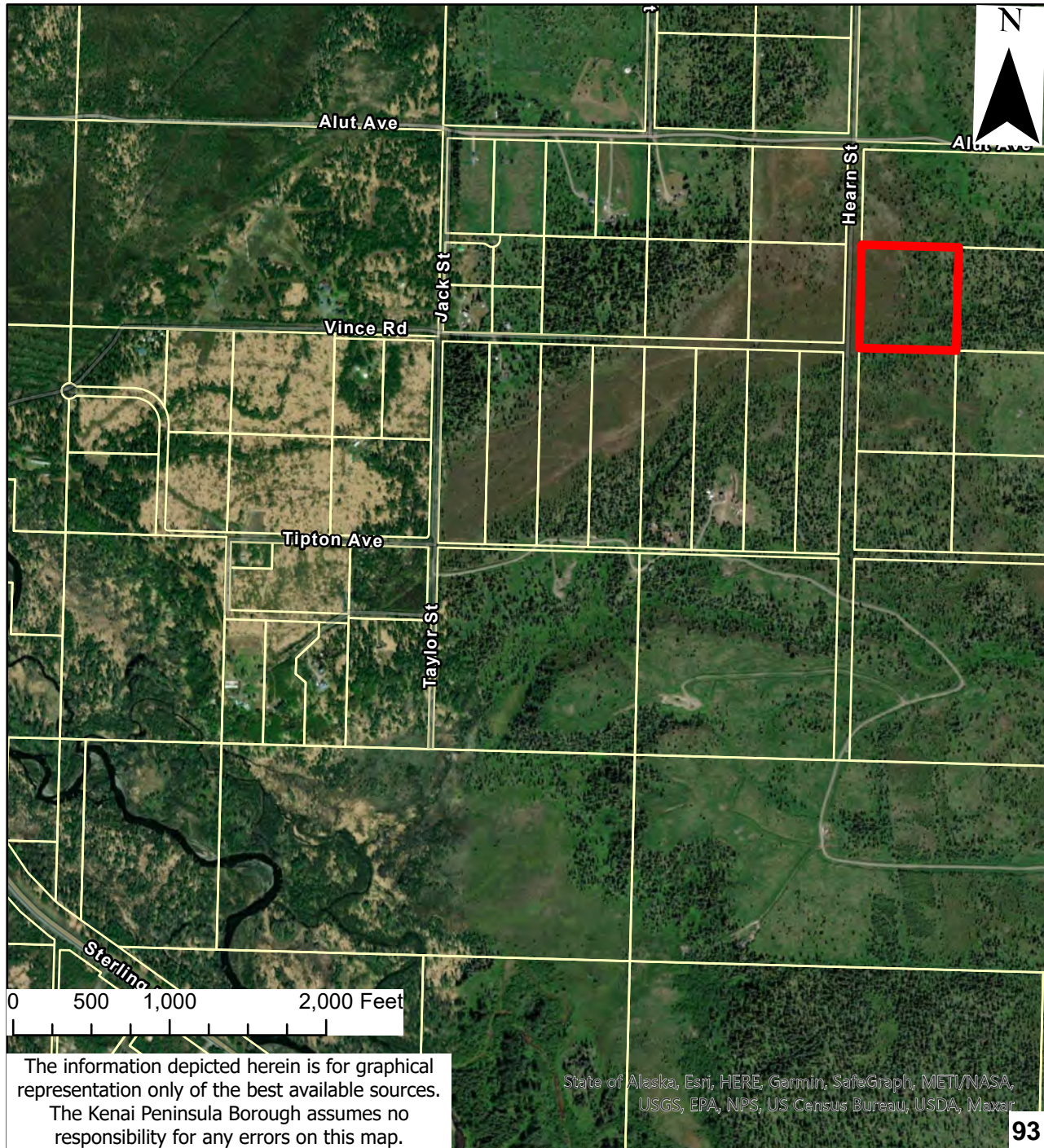
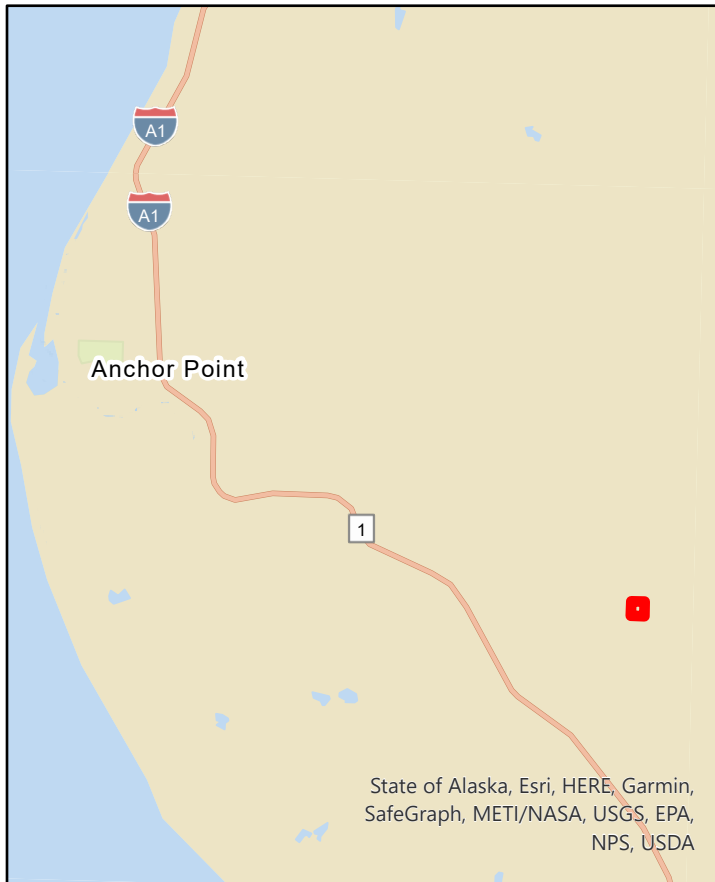


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Minimum Bid:  
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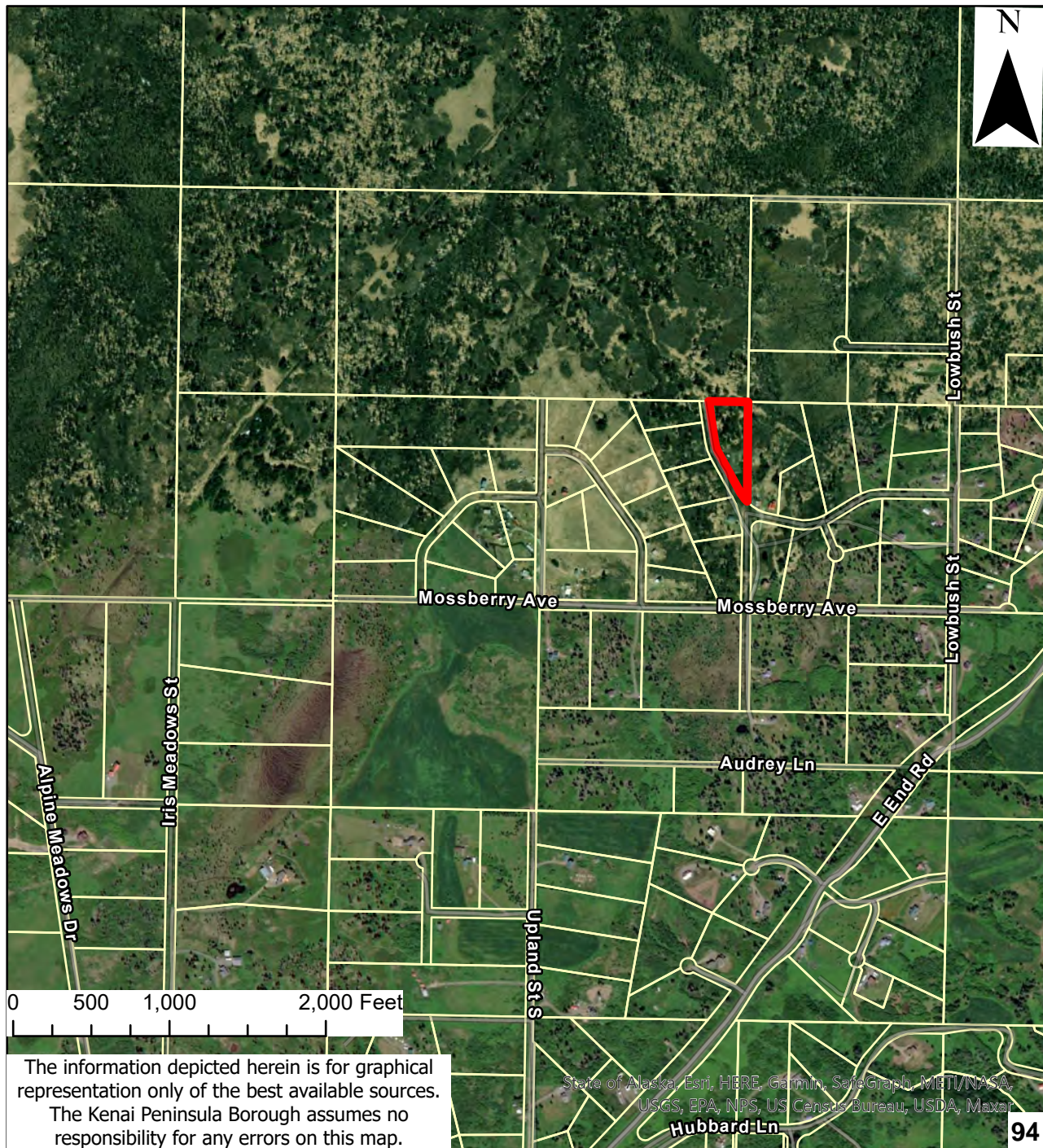
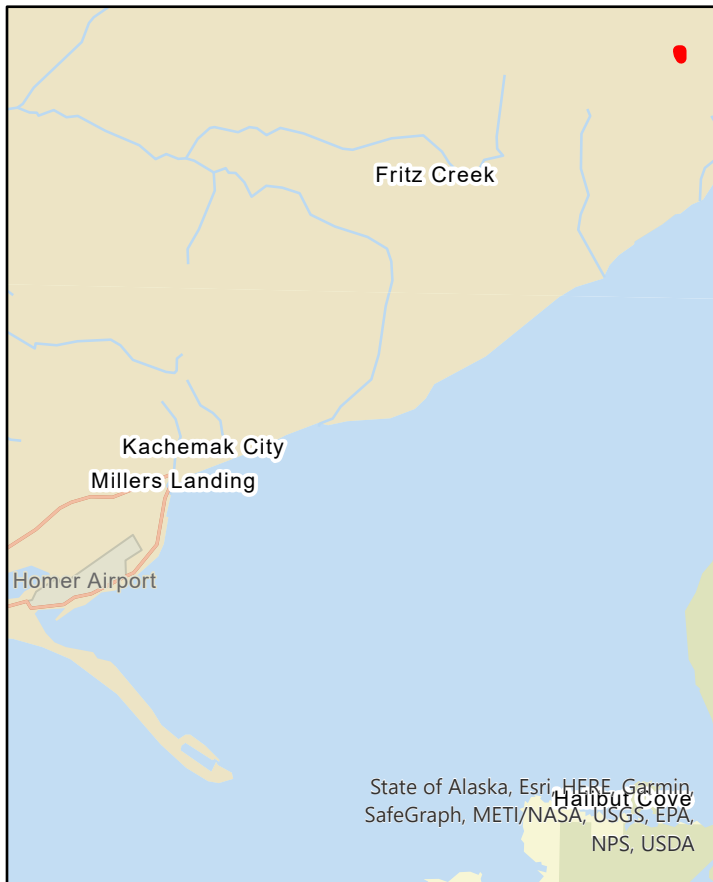
Acres: 9.42 +/-





Minimum Bid:  
\$

Acres: 2.41 +/-





PARCEL NO. 185-211-72

Voznesenka

Minimum Bid:  
\$

Acres: 0.72 +/-





Minimum Bid:  
\$

Acres: 4.21 +/-



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

State of Alaska, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar



# PARCEL NO. 145-353-18

# Seward

Minimum Bid:  
\$

Acres: 2.34 +/-





Minimum Bid:  
\$

Acres: 0.56 +/-





Minimum Bid:  
\$

Acres: 0.54 +/-



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

Introduced by: Mayor  
Date: 10/12/21  
Hearing: 10/26/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-18**

**AN ORDINANCE APPROPRIATING \$703,960 FROM THE LAND TRUST FUND, FUND BALANCE TO BE TRANSFERRED TO THE LAND TRUST INVESTMENT FUND REPRESENTING THE FISCAL YEAR 2021 TRANSFER OF LAND SALES REVENUE TO THE LAND TRUST INVESTMENT FUND PER KPB 5.20.080(B)**

- WHEREAS,** The Land Trust Investment Fund (LTIF) was established in September 2018 per KPB Ordinance 2018-29 to manage the financial assets related to borough lands for the long-term benefit of the borough residents; and
- WHEREAS,** per KPB 5.20.080(B) the net proceeds of land sales will be transferred from the Land Trust Fund (LTF) to the LTIF provided that the fund balance policy minimum requirements of the LTF are met; and
- WHEREAS,** the June 30, 2021 ledger has been closed and is currently pending completion of the fiscal year 2021 audit; and
- WHEREAS,** actual land sales revenue collected in the LTF in fiscal year 2021 was \$1,203,960, exceeding the budgeted amount by \$703,960 due to larger than anticipated negotiated and over the counter land sales receipts; and
- WHEREAS,** this ordinance transfers \$703,960 above the originally budgeted \$500,000 transfer amount from the LTF to the LTIF per KPB 5.20.080(B) while meeting the LTF minimum fund balance requirements;

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

**SECTION 1.** That \$703,960 is appropriated from the Land Trust Fund fund balance to be transferred from the Land Trust Fund account 250.21210.50252 to the Land Trust Investment Fund account 252.38250 per KPB 5.20.080(B).

**SECTION 2.** That this ordinance shall take 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

## Finance Department

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Marcus, Mueller, Senior Manager Land Management *mm*

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

**DATE:** September 30, 2021

**SUBJECT:** Ordinance 2021-19- 18, Appropriating \$703,960 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2021 Transfer of Land Sales Revenue to the Land Trust Investment Fund per KPB 5.20.080(B) (Mayor)

The Land Trust Investment Fund (LTIF) was established in September 2018 per KPB Ordinance 2018-29 to manage the financial assets related to borough lands for the long-term benefit of the borough residents.

KPB 5.20.080(B) sets out that the net proceeds of land sales will be transferred from the Land Trust Fund (LTF) to the LTIF if the fund balance policy minimum requirements of the LTF are met. The June 30, 2021 ledger has been closed and is currently pending completion of the fiscal year 2021 audit. The LTF currently has a fund balance of \$2,316,748, which is \$1,317,079 above the minimum fund balance requirements prior to the transfer. This is due to large parcel receipts related to fiscal year 2021 negotiated and over the counter land sales being approximately \$700,000 more than anticipated during FY2022 budget preparation.

This ordinance transfers \$703,960 above the originally anticipated land sales amount of \$500,000 from the LTF to the LTIF per KPB 5.20.080(B), representing the fiscal year 2021 land sales revenues, while meeting the LTF minimum fund balance requirements.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>250.27910</u>	Amount: <u>\$703,960</u>
By: <u><i>CP</i></u>	Date: <u>9/23/2021</u>



Introduced by:	Mayor
Date:	08/07/18
Hearing:	09/04/18
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2018-29**

**AN ORDINANCE ESTABLISHING THE LAND TRUST INVESTMENT FUND, AND  
SETTING PARAMETERS FOR FUNDING, USES AND INVESTMENTS OF THE FUND**

- WHEREAS,** the Land Trust Fund, per KPB 5.20.080, accounts for activities related to the acquisition, sale and use of Kenai Peninsula Borough (“borough”) lands; and
- WHEREAS,** borough lands, especially lands acquired from the State of Alaska as a result of formation of the borough, have significant value for all current and future generations of borough residents, and therefore should be managed for the long-term benefit of borough residents; and
- WHEREAS,** the creation of a Land Trust Investment Fund (“LTIF”) to account for the proceeds of borough land sales and the financial assets of the Land Trust Fund in excess of annual operating needs will enhance the ability to manage borough lands for the long term; and
- WHEREAS,** a portion of the fund balance of the Land Trust Fund will capitalize the LTIF; and
- WHEREAS,** financial endowments, due to their long time horizons, are typically invested in instruments which carry more risk and volatility and have the potential of greater returns over the long term than short term investment instruments; and
- WHEREAS,** the financial assets in the LTIF shall essentially be an endowment intended to preserve the value of land assets that are sold and to generate investment income to support and supplement the operating revenue of the Land Trust Fund and for other uses as determined by the assembly; and
- WHEREAS,** the initial capitalization of the LTIF will not exceed normal fund balance policy requirements of the Land Trust Fund; and
- WHEREAS,** this ordinance provides benefits to the General Fund including long-term autonomous funding for borough land programs and the ability in the future to utilize earnings generated by the LTIF for General Fund purposes;

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

**SECTION 1.** That KPB 5.10.010 Scope is amended as follows:

**5.10.010. Scope.**

- A. This chapter applies to the investment of all borough moneys, unless otherwise provided expressly by ordinance.
- B. Sections 5.10.040 through 5.10.120 apply to all fund types except the Land Trust Investment Fund.
- C. Objectives. The borough investment portfolio shall be managed so that the portfolio, as a whole, meets the objectives set forth below. All persons selecting investments for borough moneys shall adhere to these objectives, which are listed in order of relative importance.

**SECTION 2.** That KPB 5.10.200 Authorized Investments for the Land Trust Investment Fund is hereby enacted as follows:

**5.10.200. Authorized Investments For The Land Trust Investment Fund**

- A. Land Trust Investment Fund investments include two categories: Financial Assets and Non-Financial Assets outlined in sections B and C below. Financial assets shall be managed by the finance director with the following conditions:
  - 1. The borough shall contract for management of the financial asset investments for the Land Trust Investment Fund with one or more professional investment managers with experience handling institutional endowment investments.
  - 2. The financial asset investments of the Land Trust Investment Fund shall be approved by resolution annually, usually during the budget process, in the form of an asset allocation plan. The asset allocation plan shall have specific categories of investments for the fund with percentage targets that allow for reasonable fluctuations above and below the target percentage. The plan will establish benchmarks for evaluating the performance of each investment manager and asset classification. Investments shall be managed to adhere to the target ranges of the asset allocation plan.



3. The finance director shall submit quarterly to the assembly an investment report that summarizes the portfolio in terms of investment securities, maturities, risk categories, returns and other features.

B. Authorized Investments - Financial Assets

Moneys in the Land Trust Investment Fund shall be invested only in the following instruments and subject to the applicable limitations and requirements.

1. Investments authorized by KPB 5.10.040.
2. Bonds or other U.S. dollar denominated debt instrument of this state, its agencies, municipalities, any other state which at the time of investment have an investment grade rating by a nationally recognized rating agency. If, after purchase, these obligations are downgraded below investment grade, the obligations shall be sold in an orderly manner within ninety days of downgrading.
3. Corporate obligations of investment-grade quality as recognized by a nationally recognized rating organization. If, after purchase, these obligations are downgraded below investment grade, the obligations shall be sold in an orderly manner within ninety days of downgrading.
4. Domestic equities, which taken as a whole, attempt to mirror the characteristics or replicate the Standard and Poor's 500 Index or another index of similar characteristics, including both mutual funds and exchange traded funds (ETFs).
5. Domestic equities, which taken as a whole, attempt to replicate the Standard and Poor's 400 Mid-Cap Index or another index of similar characteristics, including both mutual funds and exchange traded funds (ETFs).
6. Domestic equities, which taken as a whole, attempt to replicate the Standard and Poor's 600 Small-Cap Index or another index of similar characteristics, including both mutual funds and exchange traded funds (ETFs).
7. International equities, which taken as a whole, attempt to replicate the Financial Times Stock Exchange Developed ex North America Index or another index of similar characteristics, including both mutual funds and exchange traded funds (ETFs).

8. Equities, which taken as a whole, attempt to replicate the universe of domestic real estate investment trusts as represented by the Standard and Poor's REIT composite index or another index of similar characteristics including both mutual funds and exchange traded funds (ETFs).
9. Emerging market equities, which taken as a whole, attempt to replicate the Financial Times Stock Exchange Emerging Index or another index of similar characteristics including both mutual funds and exchange traded funds (ETFs).
10. Interfund loans for land or capital improvements.
  - a) Loans shall only be for the purpose of financing the acquisition of land or capital improvements for the borough including its service areas;
  - b) The rate of interest shall be the prime rate in effect on the date of ordinance approval;
  - c) The term of a loan shall not be longer than the term allowed for a land sale contract of similar size;
  - d) Payments shall be paid in equal annual installments upon adoption of each year's annual budget until the loan is paid in full and each payment is subject to the appropriation of available funds; and
  - e) All such loans must be approved by the assembly by ordinance, and the assembly may add such additional terms and conditions as appropriate.

C. Authorized Investments - Non-Financial Assets

Land Trust Investment Fund assets may be used to supplement Land Trust Fund assets for investment in the following:

1. Land which will be added to the inventory of land assets.
2. Income producing assets such as improvement to borough lands.

**SECTION 3.** That KPB 5.20.030. Special revenue funds are amended as follows:

**5.20.030. Special revenue funds.**

Special revenue funds account for the proceeds from specific revenue sources (other than expendable trust or major capital projects) that are legally restricted to expenditures for specific purposes. These funds consist of the following:

Nikiski Fire Service Area Fund  
Bear Creek Fire Service Area Fund  
Anchor Point Fire and Emergency Medical Service Area Fund

Central Emergency Service Area Fund



Kachemak Emergency Service Area Fund  
Lowell Point Fire Service Area  
Central Peninsula Emergency Medical Service Area Fund  
North Peninsula Recreation Service Area Fund  
Road Service Area Fund  
Road Improvement Assessment District Engineer's Estimate Fund  
RIAD Match Fund  
School Fund  
Post-Secondary Education Fund  
Land Trust Fund  
Land Trust Investment Fund  
Kenai River Center Fund  
Coastal Zone Management Fund  
Seward Bear Creek Flood Service Area  
Disaster Relief Fund  
Environmental Protection Programs Fund  
Underground Storage Tank Removal and Upgrade Fund  
Pass-Through Grants Fund  
Miscellaneous Grants Fund  
Nikiski Senior Citizen Service Area Fund  
Solid Waste Fund  
Local Emergency Planning Committee Fund  
Central Kenai Peninsula Hospital Service Area Fund  
South Peninsula Hospital Service Area Fund

**SECTION 4.** That KPB 5.20.080 is amended as follows:

**5.20.080. Land Trust Fund.**

- A. The land trust fund is established to receive, disburse, and account for all moneys accruing to the borough in lieu of lands or from the use or sale of lands. Disbursement from said fund shall be for the acquisition of property and expenses related to the borough land management operations, or such other purposes as the assembly may authorize.
- [B. FIFTY PERCENT OF ANY AMOUNT IN EXCESS OF THE HIGHEST PREVIOUS FUND BALANCE MAY BE AVAILABLE FOR APPROPRIATION TO THE GENERAL FUND. FUND BALANCES PRIOR TO 2005 SHALL NOT BE CONSIDERED WHEN DETERMINING THE HIGHEST FUND BALANCE. FOR PURPOSES OF COMPUTING REVENUES THAT MAY BE AVAILABLE FOR APPROPRIATION TO THE GENERAL FUND, ON MARCH 1 OF EACH YEAR THE BALANCE OF THE BUDGET NOT YET SPENT FOR LAND MANAGEMENT ADMINISTRATION FOR THAT FISCAL YEAR WILL BE SUBTRACTED FROM THE LAND TRUST FUND BALANCE. ALSO, REVENUES EXPECTED TO BE RECEIVED AFTER MARCH 1 AND BEFORE JULY 1 OF THAT YEAR MAY BE ADDED TO THE LAND TRUST FUND BALANCE.]

B. The net proceeds of land sales will be transferred to the Land Trust Investment Fund provided that the fund balance policy minimum requirements of the Land Trust Fund are met.

C. After the first five years, if the fund balance of the Land Trust Fund is more than 125 percent of the maximum established in the fund balance policy the amount greater than 125 percent may be transferred to the general fund or may be used for any other purpose as determined by the assembly.

**SECTION 5.** That KPB 5.20.200 – Land Trust Investment Fund is enacted as follows:

**5.20.200. Land Trust Investment Fund.**

The Land Trust Investment Fund is established to manage the proceeds of land sales and the financial assets of the Land Trust Fund in excess of annual operating needs of the Land Trust Fund and to generate investment earnings to be used for Land Trust Fund operations, General Fund functions, or for other purposes as determined by the assembly.

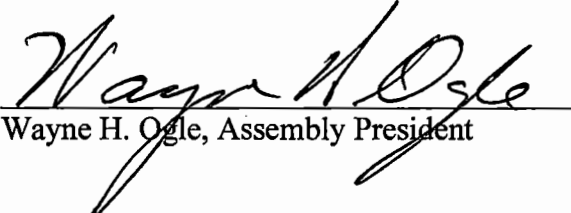
- A. Transfers to support operations in the Land Trust Fund or the General Fund shall be limited to 5 percent of the market value (5% POMV) of the Land Trust Investment Fund. The allocation of the 5% POMV shall be first to the Land Trust Fund to subsidize operations and to ensure compliance with the fund balance policy. If the transfer to the Land Trust Fund is less than 5% POMV the excess may be transferred to the General Fund at the direction of the assembly.
- B. Transfers to the Land Trust Fund to invest in non-financial assets such as land or income producing investments shall not exceed 10 percent of the market value of the Land Trust Investment Fund in any year or 25 percent in any five-year period. These limits do not apply to investment in Interfund Loans or any other allowable financial asset.
- C. The Land Trust Fund may utilize an interfund loan from the Land Trust Investment Fund if the fund balance in the Land Trust Fund falls below the minimum requirements of the fund balance policy. Any such interfund loan must be repaid within five years.
- D. The Land Trust Investment Fund is a special revenue fund and shall not require an annual budget.

**SECTION 6.** That \$5,275,000 is appropriated from the Land Trust Fund balance, account 250.27910 for the initial operating transfer to the Land Trust Investment Fund.

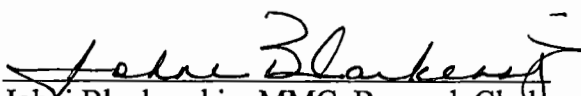


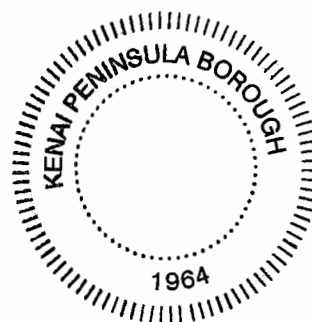
**SECTION 7.** That this ordinance takes effect upon enactment; however, no operating transfer may be made from the Land Trust Investment Fund to the Land Trust Fund until after commencement of the first full budget year following enactment of this ordinance.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF SEPTEMBER, 2018.**

  
Wayne H. Ogle, Assembly President

ATTEST:

  
John Blankenship, MMC, Borough Clerk



Yes: Bagley, Blakeley, Carpenter, Cooper, Dunne, Fischer, Hibbert, Smalley, Ogle  
No: None  
Absent: None

Introduced by:	Mayor
Date:	10/12/21
Hearing:	10/26/21
Action:	
Vote:	

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

**AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL FUND FOR THE  
PURPOSE OF BRUSHING AROUND FACILITIES AND FENCES AT SOLID WASTE  
FACILITIES**

**WHEREAS,** the Kenai Peninsula Borough (“Borough”) Solid Waste Department (“Solid Waste”) is requesting funds to cut brush around facilities and fence lines of Solid Waste facilities and sites in order to improve site use and prevent trees and brush from damaging existing fences and infrastructure; and

**WHEREAS,** it is in the best interests of the Borough to request supplemental funding and begin this maintenance now rather than wait until the next budget cycle as additional damages may occur as a result of delay; and

**WHEREAS,** funds to provide for brushing maintenance around facilities and fences at Solid Waste facilities were not budgeted for in the FY2022 Solid Waste annual operating budget; and

**WHEREAS,** this ordinance appropriates \$175,000 from the General Fund fund balance for the purpose of starting the maintenance process of brushing around Solid Waste facilities and fences based on a priority ranking of projects;

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

**SECTION 1.** That the amount of \$175,000 is appropriated from the General Fund fund balance to be transferred to account 290.32122.SWBSH.49999 to provide funding for areawide Solid Waste Facility Brushing Project.

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

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



**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Solid Waste Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *AK*  
Brandi Harbaugh, Finance Director *BT*  
John Hedges, Purchasing and Contracting Director *JH*

**FROM:** Daniel Kort, Solid Waste Director *DK*

**DATE:** September 30, 2021

**RE:** Ordinance 2021-19-19, Appropriating Funds from the General Fund for the Purpose of Brushing Around Facilities and Fences at Solid Waste Facilities (Mayor)

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The Solid Waste Department is requesting funds to cut brush around facilities and fence lines of Solid Waste facilities and sites in order to improve site use, and prevent trees and brush from damaging existing fences and infrastructure. It is in the best interest of the borough to request supplemental funding and begin this maintenance now rather than wait until the next budget cycle as additional damages may occur as a result of delay.

This ordinance appropriates \$175,000 from the General Fund fund balance for the purpose of starting the maintenance process of brushing around solid waste facilities and fences based on a priority ranking of projects.

Your consideration of this ordinance is appreciated.

**FINANCE DEPARTMENT  
ACCOUNT / FUNDS VERIFIED**

Acct. No. 100.27910 Amount: \$175,000

By: *CJ* Date: 9/28/2021



Introduced by:	Mayor
Date:	10/12/21
Hearing:	10/26/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-20**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY  
LOCATED AT 203 WEST PIONEER AVENUE, HOMER ALASKA ON BEHALF OF  
THE SOUTH PENINSULA HOSPITAL SERVICE AREA, APPROPRIATING \$975,000  
FROM THE SOUTH PENINSULA HOSPITAL PLANT REPLACEMENT AND  
EXPANSION FUND FOR THE PURCHASE, AND AUTHORIZING A SECOND  
AMENDMENT TO THE OPERATING AGREEMENT WITH SPH, INC.**

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

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

**WHEREAS,** SPHI has approached Jonas Ridge, LLC, the owner of a commercial property at 203 West Pioneer Street, with an offer to purchase the property at fair market value; and

**WHEREAS,** an independent fair market value appraisal was completed by Alaska Appraisal and Consulting Group, on April 18, 2021 and found the property to be valued at \$955,000.00; and

**WHEREAS,** Pursuant to Resolution 2021-44, the Borough, on behalf of the Service Area, is currently leasing the medical facility for \$6,800 per month which is used for the operation of the Hospital's Home Health, Functional Medicine, Surgical Center and Staff Training departments;

**WHEREAS,** the subject property consists of a .97 acre lot and a 5,212 ft. medical office building; and

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

**WHEREAS,** the SPHI Board of Directors at its meeting of August 25, 2021 adopted Board Resolution 2021-14 approving the property purchase at 203 West Pioneer Avenue; and

**WHEREAS,** the South Peninsula Hospital Service Area Board, at its meeting of September 9, 2021 recommended approval of the acquisition; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of October 11, 2021 recommended approval by majority consent;

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

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

TRACT A, CHAMERLAIN & WATSON SUBDIVISION, PLAT OF TRACT "A", ACCORDING TO PLAT NO. 75-63, IN THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (PARCEL NO. 175-143-04)

**SECTION 2.** That the terms and conditions substantially in the form of the Purchase Agreement accompanying this ordinance are hereby approved. The purchase price shall be \$955,000.00 plus closing and due diligence costs not to exceed \$20,000.

**SECTION 3.** That this acquisition is for the purposes of hospital campus expansion.

**SECTION 4.** That the above described land is zoned "Central Business District" pursuant to City of Homer zoning code and therefore is not proposed to be further classified under KPB 17.10.080.

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

**SECTION 6.** That \$975,000.00 is appropriated from the SPH Plant Replacement and Expansion Fund Account No. 491.20602 to Account No. 491.81210.22LND.49999 for the purchase of the real property located at 203 W. Pioneer Street, Homer, Alaska, and estimated closing costs.

**SECTION 7.** That the appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.



**SECTION 8.** Upon closing on the property described in Section 1, the mayor is authorized to execute an amendment to the South Peninsula Hospital Operating Agreement with SPHI substantially in the form of the First Amendment to the Operating Agreement attached hereto and incorporated herein by reference. This document amends Exhibit A of the operating agreement to include the property described in Section 1 of this ordinance.

**SECTION 9.** 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*  
Marcus A Mueller, Senior Land Management Officer *MM*

**FROM:** Aaron Hughes, Land Management Agent *AH*

**DATE:** September 30, 2021

**RE:** Ordinance 2021-19-20, Authorizing the Acquisition of Real Property Located at 203 West Pioneer Avenue, Homer, Alaska on Behalf of the South Peninsula Hospital Service Area, Appropriating \$975,000.00 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing a Second Amendment to the Operating Agreement with SPH, Inc. (Mayor)

Property currently leased to the Kenai Peninsula Borough ("Borough") on behalf of the South Peninsula Hospital (SPH) located at 203 West Pioneer Avenue, Homer, Alaska has become available for purchase. Acquiring the property would support the South Peninsula Hospital operations by securing an important leased facility through Borough ownership.

The property is currently located in the City of Homer's Central Business District, which provides for this specific use.

The proposed purchase price is \$955,000.00, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the Borough is responsible for all buyer related closing costs.

The attached ordinance would authorize the purchase of the property and appropriate \$975,000.00 from the SPH Plant Replacement and Expansion Fund to cover the costs associated with the purchase. This ordinance also provides for a second amendment to the SPH Operating Agreement to add this property to the list of property leased to SPH, Inc. under the operating agreement.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>491.20602</u>
Amount:	<u>\$ 975,000</u>
By: <u>BH</u>	Date: <u>9/24/2021</u>




Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

**TO:** Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Johni Blankenship, Borough Clerk

**FROM:** Michele Turner, Deputy Borough Clerk 

**DATE:** October 14, 2021

**RE:** Ordinance 2021-19-20: Authorizing the Acquisition of Real Property Located at 203 West Pioneer Avenue, Homer, Alaska on Behalf of the South Peninsula Hospital Service Area, Appropriating \$975,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing a Second Amendment to the Operating Agreement with SPH, Inc. (Mayor)

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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 final Whereas clause has been updated to read:

**"WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of October 11, 2021, recommended approval by majority consent."

Thank you.

## Turner, Michele

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**From:** Shirnberg, Ann  
**Sent:** Tuesday, October 12, 2021 8:19 AM  
**To:** Turner, Michele  
**Cc:** Blankenship, Johni  
**Subject:** Ordinance Recommendations from 10/11/21 PC Meeting

**Importance:** High

Good Morning Michele,

The Planning Commission reviewed the following 2 ordinances and recommended approval by unanimous vote (9-Yes, 1-Absent, 1-Vacant Seat):

- Ordinance 2021-19-20: An ordinance authorizing the acquisition of real property located at 203 West Pioneer Avenue, Homer Alaska on behalf of South Peninsula Hospital, appropriating \$975,000.00 from the South Peninsula Hospital Plant Replacement & Expansion Fund for the purchase, and authorizing an amendment to the SPH, Inc. Operating Agreement.
- Ordinance 2021-19-17: An ordinance authorizing retention or sale of certain real property obtained by the Kenai Peninsula Borough through tax foreclosure proceedings and appropriating funds to satisfy tax obligations for retained parcels.

Thank You,

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

KENAI PENINSULA BOROUGH  
144 North Binkley Street  
Soldotna, Alaska 99669



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

This Second Amendment to the Operating Agreement for South Peninsula Hospital ("Second Amendment to the OA") is by and between South Peninsula Hospital, Inc., an Alaska nonprofit corporation, of 4300 Bartlett, Homer, Alaska 99603, hereinafter referred to as "SPHI" and the Kenai Peninsula Borough, an Alaska municipal corporation of 144 N. Binkley, Soldotna, Alaska 99669, hereinafter referred to as "Borough," collectively referred to as the parties.

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

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

WHEREAS, in Ordinance 2021-19-\_\_\_\_ the Kenai Peninsula Borough assembly authorized the purchase of property at 203 West Pioneer, Homer, Alaska, for hospital purposes and authorized the mayor to amend the operating agreement to include this additional property; and

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

WHEREAS, Ordinance 2021-19-17 authorized a first amendment to the operating agreement;

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

1. That Exhibit A of the Operating Agreement is hereby amended to read as follows:

### **EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

- g. Intentionally Deleted

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

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

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

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

- j. Office building owned by the Kenai Peninsula Borough located at 4135 Hohe Street, Homer, Alaska 99603, more particularly described as:

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

k. Office building owned by the Kenai Peninsula Borough located at 203 Pioneer Avenue, Suite 1, Homer, Alaska 99603, more particularly described as:

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

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

2. All remaining terms and conditions of the Operating Agreement shall remain in full force and effect.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

\_\_\_\_\_  
Charlie Pierce  
Borough Mayor  
Dated: \_\_\_\_\_

\_\_\_\_\_  
David Groesbeck  
SPHI Board President  
Dated: \_\_\_\_\_

ATTEST:

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



ACKNOWLEDGMENTS

STATE OF ALASKA            )  
  )       ss.  
THIRD JUDICIAL DISTRICT )

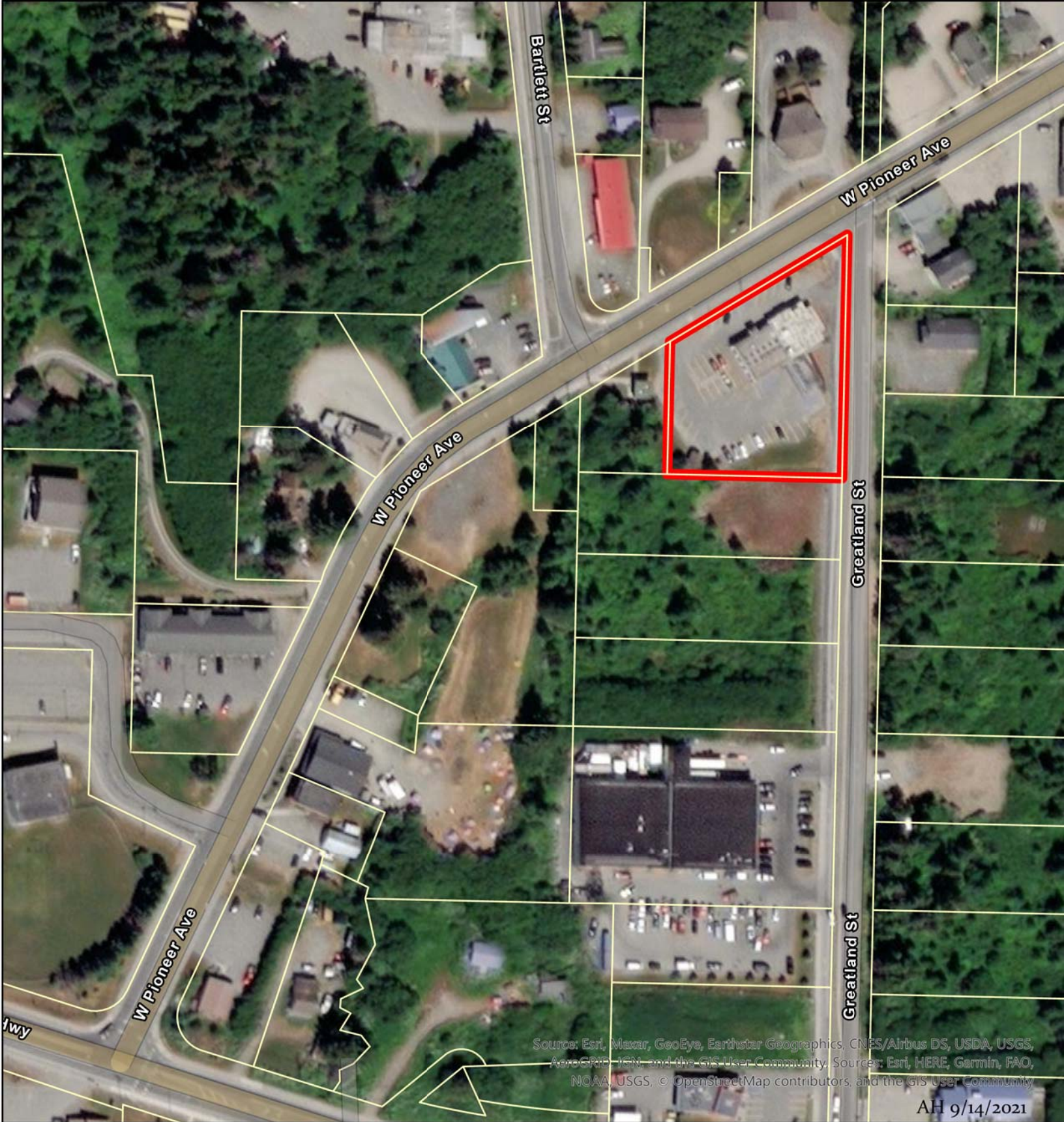
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Charlie Pierce, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

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

STATE OF ALASKA            )  
  )       ss.  
THIRD JUDICIAL DISTRICT )

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

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



0 75 150 300 Feet



South Peninsula Hospital  
203 West Pioneer Avenue  
Tax Parcel 175-143-04



## **Reconciliation and Final Value Estimate**

The Value Indications by the two approaches to value are as follows:

Sales Comparison Approach	\$ 950,000
Income Capitalization Approach	\$ 960,000

The subject is an above average quality building with a favorable condition, good site attributes and a good location in downtown Homer. The tenant is long-term, strong, and secure with a low level of risk and high level of reliability that the tenants will remain in the building for a long period of time, factors that put downward pressure on the capitalization rate. The Sales Comparison Approach is given weight in my analysis; however, there was a lack of good market data in the local market as there is not a dearth of data for good buildings that sell with good quality tenants, although the analysis does provide good overall support. Similarly, no historical income and expense data was provided; therefore, certain assumptions were necessary, slightly weakening the income approach. In the final analysis, generally equal weight in forming an estimate of value for the subject property was given to both approaches – both overall very supportive, as the buildings quality, condition, favorable site attributes and layout, with longer term stable tenants all put upward pressure on the concluded value indicators.

Based on my investigation and analysis, I have formed the opinion that, subject to the limiting conditions and assumptions contained herein, the “**As Is**” market value of the subject in the fee simple interest as of April 18, 2021, is:

**NINE HUNDRED FIFTY – FIVE THOUSAND DOLLARS**  
**(\$955,000)**

No pertinent information is knowingly or willfully withheld. The certification and limiting conditions and assumptions contained herein are an integral part of this report. The retention or use of this appraisal signifies acceptance of all limiting conditions and assumptions as specified herein. The report is intended to meet the current Uniform Standards of Professional Appraisal Practice as formulated by the Appraisal Foundation.

The depth of discussion contained in this report is brief and specific to your needs and for your intended use. The appraiser is not responsible for unauthorized use of this report. Please let me know if you have additional questions or need additional clarification. Thank you for the opportunity to work on this project with you. I hope this appraisal proves relevant to your decisions regarding the property. If you have any questions, please contact me at this office.

Respectfully Submitted,  
**Alaska Appraisal & Consulting Group, LLC**

**Clint H. A. Lentfer, MBA, SRA**



**Resolution 2021-04**

**A resolution of the South Kenai Peninsula Hospital Service Area Board  
Recommending Approval of the Purchase of Property Located at 203  
West Pioneer Avenue, Homer AK 99603**

---

**WHEREAS**, South Peninsula Hospital (the Hospital) is currently leasing a medical office building from Jonas Ridge LLC which houses its Home Health Department, Functional Medicine, Surgical Clinic, and Staff Training room; and

**WHEREAS**, our current facilities or any future expansion will not be able to accommodate each of these clinic spaces for several years to come should the property be sold; and

**WHEREAS**, the property located at 203 West Pioneer Avenue, Homer, AK 99603, KPB Parcel number: 17514304 is available for sale; and

**WHEREAS**, this property consists of .97 acres and a 5,212 square foot medical office building near the Medical Zoning District; and

**WHEREAS** In accordance with the Operating Agreement with the Borough section 13 and 13 b i, Capital Improvement Projects Approval and Management, the Borough may finance capital improvements for the Medical Facilities as necessary for the provision of services and functions to meet the needs of the residents of the Service Area. Projects requiring Borough Assembly approval may be approved during the annual Borough budgeting process or on an individual basis; and

**WHEREAS**, an independent appraisal of the property indicates that its fair market value estimated at \$955,000 plus closing costs up to \$20,000 will require a capital outlay of \$975,000; and

**WHEREAS**, SPH Management has reviewed the appraisal, performed a Lease vs. Buy analysis, and completed the KPB Real Property Need Questionnaire (RPNQ); and





South Kenai Peninsula  
Hospital Service Area Board

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**WHEREAS**, South Peninsula Hospital currently has over \$9 million dollars of unobligated Plant Replacement and Expansion Funds being held at the borough; and

**WHEREAS**, SPH Management would like to use *Plant Replacement funds* to purchase the property located at 203 West Pioneer Avenue, Homer, AK 99603 Parcel number: 17514304; and

**WHEREAS** this request is critical to the mission and vision of SPH, Inc.; and

**WHEREAS**, the Resolution was reviewed and approved by the SPH, Inc. Board on August 25<sup>th</sup>, 2021.

**Now therefore be it resolved that:**

The SKPH Service Area Board hereby respectfully recommends the approval of the purchase of property located at 203 West Pioneer Avenue, Homer AK 99603.

Adopted by the SKPHSAB September 9, 2021

  
\_\_\_\_\_

Roberta Highland, SKPH Service Area Board Vice Chair

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

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-044**

**A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH, ON BEHALF  
OF THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA, TO ENTER INTO  
AN OFFICE SPACE LEASE AGREEMENT FOR OFFICE SPACE AT 203 W. PIONEER  
AVENUE IN HOMER**

- WHEREAS,** South Peninsula Hospital, Inc. (“SPHI”) subleases and operates South Peninsula Hospital (“SPH”) pursuant to the Operating Agreement (“OA”) with the Kenai Peninsula Borough (“borough”) on behalf of the South Kenai Peninsula Hospital Service Area (“SKPHSA”); and
- WHEREAS,** the OA authorizes the SKPHSA Board to approve by resolution leases of real property by SPHI for its operation of programs for the SKPHSA; and
- WHEREAS,** SPHI currently leases from Jonas Ridge, LLC approximately 4,400 square feet of office space within the Peninsula Surgical Clinic Building in Homer; and
- WHEREAS,** the current Office Space Lease Agreement, as amended on June 27, 2019, is between Jonas Ridge, LLC, as Lessor, the borough as Lessee, and SPHI, as Sublessee, and terminates on June 30, 2021; and
- WHEREAS,** SPHI has requested a new lease for continued operations of the Home Health Office and Training Center; and
- WHEREAS,** the borough may enter into the lease on behalf of the SKPHSA and subsequently sublease it to SPHI; and
- WHEREAS,** pursuant to borough code and the OA, assembly approval of this lease agreement may be by resolution upon receipt of a planning commission recommendation; and
- WHEREAS,** the SPHI Board at its regularly scheduled meeting of May 26, 2021 approved SPH Board Resolution 2021-06 requesting execution of the subject lease; and
- WHEREAS,** the SKPHSA Board at its regularly scheduled meeting of June 8, 2021, recommended approval by the passage of SKPHSAB Resolution 2021-03; and
- WHEREAS,** the Planning Commission at its regularly scheduled meeting of June 14, 2021, recommended approval by unanimous consent;



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

**SECTION 1.** That the mayor is authorized to execute the Office Space Lease Agreement with Jonas Ridge, LLC as Lessor, the borough as Lessee and Sublessor, and SPHI as Sublessee, of the following office space:

Approximately 4,400 square feet of office space within the Peninsula Surgical Clinic Building, designated as Suite 1, located at 203 W. Pioneer Avenue, Homer, Alaska, and situated within:

TRACT A, Chamberlain & Watson Subdivision of Tract A, Plat No. 75-63, Homer Recording District, Third Judicial District, State of Alaska (Assessor's Parcel No. 175-143-04).

**SECTION 2.** The purpose of this acquisition is to provide office space for SPHI's Home Health Care Department and Community Education Department and other similar hospital uses.

**SECTION 3.** That pursuant to KPB 17.10.080(C), no land classification is proposed for this rental property.

**SECTION 4.** That the mayor is authorized to execute an Office Space Lease Agreement, substantially in the form of the agreement attached hereto and incorporated by reference, and to make any other agreement deemed necessary in accordance with this resolution.

If the OA terminates during the term of the lease, the borough may sublet the property to another entity subject to approval by the owner.

The lease shall be for a term of two (2) years and includes three 1-year renewal options. Monthly rental shall be \$6,800, subject to the appropriation and availability of funds, plus utilities and snow removal services, as described in the Office Space Lease Agreement.

**SECTION 5.** That expenditures for the lease will be paid by SPHI for the term of the Sublease Agreement and the Operating Agreement, including any extension or renewal thereof, or until this lease is terminated, whichever occurs first.


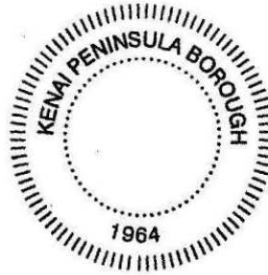
**SECTION 6.** That this resolution takes effect immediately upon its adoption.

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



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

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



## **OFFICE SPACE LEASE AND SUBLEASE AGREEMENT**

THIS OFFICE SPACE LEASE AND SUBLEASE AGREEMENT (Hereinafter the "Lease") is made on the last signature date set forth below by and between JONAS RIDGE, LLC, an Alaska limited liability company ("Lessor") whose address is 203 Pioneer Street, Suite 2, Homer, AK 99603, and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation ("KPB" or "Sublessor") whose address is 144 N. Binkley Street, Soldotna, AK 99669, on behalf of SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA ("SKPHSA"), together with SOUTH PENINSULA HOSPITAL, INC. ("SPHI" or "Sublessee"), an Alaska nonprofit corporation whose address is 4300 Bartlett Street, Homer, Alaska 99603.

WHEREAS, SPHI is the lessee and operator of South Peninsula Hospital and other facilities and programs in the South Kenai Peninsula Hospital Service Area under an Operating Agreement with Kenai Peninsula Borough; and

WHEREAS, SPHI is in need of additional office space in Homer, Alaska for administrative operational purposes for some of its departments, including home health care and community education; and

WHEREAS, JONAS RIDGE, LLC owns a professional office building on land located on W. Pioneer Avenue in Homer Alaska, and the building ("Lessor's Building") contains suitable office space, facilities, and parking for lease and use by SPHI for administrative operational purposes for its departments; and

WHEREAS, pursuant to this Lease, SPHI agrees to sublease the premises subject to this lease from the KPB, with consent of the Lessor, and to assume, pay and perform all obligations of the KPB; and

WHEREAS, for purposes of performance and interpretation the term Lessee shall be interpreted to include SPHI;

NOW, THEREFORE, for and in consideration of the rental herein reserved, and of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter expressed, the parties agree as follows:

1. Leased Premises. Lessor hereby leases to the KPB and consents to the KPB subleasing to Sublessee, SPHI, the following described Leased Premises:
  - a. Being the offices designated for Lessee's administrative operational purposes for some of its departments, including home health care and community education, containing approximately 4,400 square feet, and located in the Lessor's Building, hereinafter referred to as either "Leased Premises" or "SPH Administrative Offices," with the following legal description:

Tract A, Chamberlain and Watson Plat of Tract A, Plat No. 75-63,  
Homer Recording District, Third Judicial District, State of Alaska  
203 W. Pioneer Avenue, Homer, AK 99603
  - b. Together with the right to use in common with Lessor, its employees, invitees,

and patients, and Lessor's other tenants and their employees, invitees, and patients, the patient waiting room or area, the restrooms and break room, and the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the leased premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor's other tenants and Lessor's customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.

2. Term.

- a. The term of this Lease shall be for 24 months (two years) commencing on July 1, 2021, and terminating on June 30, 2023. Provided that this Lease is in full force and effect and Lessee and Sublessee are not in default hereunder, Lessee and Sublessee shall have the right and option to renew this Lease for three (3) successive Terms, commencing July 1, 2023, with each individual term being for a period of one year, and under the same terms, conditions, and provisions herein for the original term of the Lease, except for Rent. The renewal options to be effective must be exercised by the Lessee and/or Sublessee by written notice to Lessor in the form and manner provided in §17 at lease six months prior to the commencement of the renewal term.
- b. Any holding over after the expiration of the term of this Lease, without a signed lease agreement, shall be construed to be a tenancy from month-to-month, at a monthly rental at one hundred twenty percent (120%) greater than the monthly rental applicable to the rent due for the last month under this Lease Agreement, and may not exceed six (6) months' holdover period without execution of an extension, renewal, or replacement lease agreement.
- c. During the final four (4) months of this Lease term, Lessor shall be permitted to show prospective tenants the leased premises upon giving Lessee twenty-four (24) hours' notice.

3. Rent.

- a. Lessee hereby covenants and agrees to pay to the Lessor at Lessor's office address, or at such other place as the Lessor may from time to time designate in writing, as rental for said premises during the term of this Lease, an annual rental of \$81,600.00 payable monthly in advance for the entire term of this Lease, in the amount of \$6,800.00 per month. The annual and monthly rental payment is calculated at \$2.00 per square foot for 3,400 square feet and no additional cost for 1,000 square feet, which is consistent with fair market value, considering the age and condition of the Lessor's Building and rental market conditions in Homer, Alaska.
- b. First month's applicable rent for the month of July 2021 shall be paid upon execution of this Lease. Thereafter, all monthly rental payments shall be due and payable in advance on the first day of each month. Lessee shall ensure that rental payments shall be received by Lessor at Lessor's address no later than the tenth (10th) day of each month.



- c. Time is of the essence with regard to the payment of rents and any other performance by Lessee. Any failure by Lessee to make a timely rental payment shall constitute a material default under this Lease as provided in Section 12 below.
  - d. Compliance with Anti-Kickback and Stark II Requirements. The purpose of this Lease is to provide Lessee with suitable office space, facilities, and parking for lease and use by SPH, Inc. for administrative operational purposes for its departments. The volume or value of any business generated between these parties was not considered, and is not a factor, in determining the fair market value of the annual rental of leased premises for the term of this Lease. Nothing in this Agreement shall be construed to require Lessor, any Physician or any other health care provider retained or employed by Lessor, or who leases space from Lessor, to refer patients to SPH, Inc. or to utilize SPH, Inc. to provide inpatient, outpatient or other services to patients, or otherwise generate business for SPH, Inc., or for SPH, Inc. to refer patients to or generate business for Lessor or any Physician or any other health care provider retained or employed by Lessor, or who leases space from Lessor. Notwithstanding any unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. §1320a-7b(b), commonly known as the federal Anti-Kickback Statute, 42 U.S.C. §1395nn, commonly known as Stark II, Stark III ("Stark Laws"), and any federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, or any other federal or state health care program, as such provisions may be amended from time to time. The parties intend that this Lease comply with the conditions for meeting the Anti-Kickback Statute "space rental" safe harbor set forth in 42 C.F.R. § 1001.952(b), and comply with the requirements of the "rental of office space" exception to the Stark Laws at 42 CFR §411.357(a), as such regulations may be amended. This Lease shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties agree to take such actions as are necessary to construe and administer this Lease consistent with compliance. In the event any court or administrative agency of competent jurisdiction determines that this Lease violates any of such statutes or regulations, then the parties agree to take such actions as are necessary to amend this Lease for compliance with the applicable statutes or regulations, as provided herein.
4. Security Deposit. The Lessee shall deposit with the Lessor on or before July 1, 2021, the sum of \$1,000 in cash as security for the payment of the rent provided herein and for the observance and performance by the Lessee of all of the terms, provisions, and conditions of this Lease on its part to be kept and performed; and further to indemnify the Lessor for any loss, costs, fees, and expenses which the Lessor may incur by reason of any default by the Lessee. The Lessor shall repay to the Lessee the security deposit or any balance thereof upon the termination or expiration of the term of this Lease or any extension thereof, either (1) by crediting the same on account of payment of the rent for the last month of the Lease or additional term, as the case may be, or (2) refunding the security deposit to Lessee, net or less any loss, costs, fees, and expenses which the Lessor may incur by reason of any default by the Lessee. In the event of any failure in the payment of rent or other sum, or of any default by the Lessee in the performance of the terms, provisions, and conditions of this Lease, the Lessor shall have the right to apply the security deposit against any loss, costs, fees, and expenses caused thereby. The security deposit shall bear no interest.

5. Use. The premises shall be used exclusively for Lessee's business purpose of SPH Administrative Offices. Lessee shall not use said premises or any part thereof for any illegal purpose. Lessee agrees to conform to municipal and state statutes or codes, ordinances, and regulations concerning the use and occupation of said premises.
6. Renovations, Alterations and Changes by Lessee; Repairs and Maintenance.
- a. The Lessee shall not make any renovations, changes, alterations, additions, or improvements to the leased premises and the Lessor's Building without the written consent of the Lessor.
  - b. The Lessor shall make all necessary repairs to the interior of the leased premises, including door, windows and plate glass (if any) and the fixtures therein or used in connection therewith, including the maintenance of all fixtures located within the leased premises, which repairs shall be in quality and class equal to the original work, in order to maintain said premises, and fixtures, in good condition and repair; provided, however, that the Lessee shall be responsible for any painting, carpeting, or any other repair that is due to Lessee's later neglect or omission.
  - c. The Lessee is not responsible or liable to maintain the structural condition of the leased premises or the Lessor's Building, including roof, walls, and foundation, and is not responsible or liable for major repairs to the electrical, plumbing and heating systems. The Lessor shall maintain the structural condition of the leased premises and the Lessor's Building; however, all repairs to the plumbing and heating lines necessitated by the action of the Lessee or the Lessee's agents or employees shall be at the expense of the Lessee.
  - d. The Lessee shall be responsible for maintenance, repair, and replacement of all equipment and furniture installed or placed by Lessee for Lessee's use in the leased premises. Lessor is not responsible for damage to, or for maintenance, repair, or replacement of any equipment and furniture installed or placed by Lessee for Lessee's use in the leased premises.
  - e. The Lessee shall keep the leased premises in a clean and sanitary condition; shall properly use and operate all electrical, gas, heating, and plumbing facilities, fixtures and appliances; and except as permitted in §6(a) above with the Lessor's written consent, the Lessee shall not intentionally or negligently destroy, deface, damage, or remove any part of the premises, their appurtenances, facilities, equipment, furnishings, and appliances, nor permit anyone else to do so.
7. Utilities. Lessee agrees to be responsible for and to pay for the Lessee's share of the cost of electric light, heat, power, fuel, water and sewer and other utility service (prorated and charged monthly), commencing July 1, 2021. Lessor remains responsible for and liable to pay for all other costs. Lessor shall be responsible for all lot maintenance, landscaping, lawn maintenance, including snow removal and ice sanding, at Lessor's expense.
8. Janitorial Services. Lessee agrees to keep all rubbish and garbage in containers while on the leased premises and shall dispose of all of such rubbish and garbage in the dumpster or other containers provided by Lessor. The Lessee shall perform and provide for all of Lessee's janitorial services required inside of the leased premises; however, Lessee agrees to use the



janitorial service used or suggested by Lessor for such period of time if the cost of such services is reasonable and its services are of reasonable quality.

9. Damages to Property or Premises.

- a. Limitations on Lessor's Liability. The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach by the Lessor its agents, employees, or independent contractor.
- b. Lessee's Liability (or Damage to Lessor's Property). The Lessee shall be liable for any damage to the building or property therein which may be caused by its act or negligence, or the acts of its agents, employees, or customers, and the Lessor may, at its option, repair such damage. The Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within fifteen (15) days after rendition of a statement by the Lessor, for the total cost of such repair and damage.

10. Insurance.

- a. Lessee's Insurance. Lessee agrees to obtain, carry and maintain premises liability insurance covering claims against Lessee by persons on the premises, and property damage and fire and casualty insurance for Lessee's business personal property and contents, during the entire term of this Lease and any renewal, at Lessee's sole cost and expense. Lessee agrees to provide proof of such insurance at the request of Lessor. Lessee is not responsible to provide insurance coverage for claims against Lessor, or for loss or destruction of the building due to fire or other casualty.
- b. Lessor's Insurance. During the entire term of this Lease and any renewal, Lessor, at its sole cost and expense, agrees to keep the building and improvements (including the leased premises) insured against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of said building(s). Lessor also agrees to obtain, carry and maintain premises liability insurance covering claims against Lessor by persons on the premises, at Lessor's sole expense. Lessee is not responsible to provide insurance coverage for claims against Lessee.

11. Taxes. Lessee is responsible only for payment of taxes, if any, on Lessee's business

operations. Lessee is not responsible for payment of real property taxes on the premises, or for any other tax related to either Lessor's businesses or property.

12. Default. If the Lessee is in default in the payment of rent or any part thereof for more than ten (10) days after it is due, or if there shall be default in the performance of any other covenant, agreement, condition, rule, or regulation herein contained or thereafter established on the part of the Lessee for more than sixty (60) days after written notice of such default by the Lessee, this Lease (if Lessee so elects) shall thereon be terminated, and the Lessee shall have the right to re-enter or possess and remove therefrom the Lessee or other occupants thereof, and their effects, without being liable to any prosecution therefore; or, if such cannot be done peaceably, Lessee shall be entitled to possession upon entry of an order for eviction by the court. Lessee will be liable for all costs incurred by Lessor including actual attorney's fees.
13. Sublease to SPHI. Lessor hereby approves subletting this lease to SOUTH PENINSULA HOSPITAL, INC. ("Sublessee" or "SPHI") under the terms and conditions of the Operating Agreement between Lessee and Sublessee, as may be amended from time to time. The Lessee hereby sublets the entire Leased Premises to the Sublessee. The Sublessee hereby assumes all of the Lessee's rights, responsibilities and obligations under this Lease. In this Lease, unless context specifically obligates the KPB's performance, the term Lessee shall mean SPHI and the terms "Lessee" and "Sublessee" shall be considered interchangeable.
14. Assignment and Additional Subletting. Except as previously approved herein at paragraph 13, the Sublessee shall not assign, mortgage, encumber or otherwise transfer this Lease or its interests hereunder, in whole or in part, or sublet the Leased Premises in whole or in part, without the prior written consent of Lessor and Lessee as to both the terms of such assignment or sublease and the identity of such assignee or Sublessee, which will not be unreasonably withheld. In the event Lessor consents to any such transaction, Sublessee shall remain fully liable to perform all the obligations of Lessee under this Lease, including but not limited to payment of Rent, unless the Lessor has also consented in writing to the release of Sublessee or Lessee from this Lease.
15. Signs. The Lessee shall be able to install and maintain reasonable signage for Lessee's business in the Lessor's Building with the consent of Lessor, which consent shall not be unreasonably withheld.
16. Quiet Enjoyment. The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises hereby leased, for the entire term; subject, however, to the terms of this Lease and any mortgage or other deed of trust now or hereafter created by the Lessor.
17. Surrender of Premises. Upon the expiration of or prior termination of this Lease, the Lessee shall remove all property of the Lessee from the leased premises, except plumbing and other fixtures and leasehold renovations, alterations, and improvements which may have been installed by the Lessee and, except as otherwise provided in this Lease, surrender the leased premises to the Lessor "broom clean" in as good order and condition as they were upon Lessee commencing business, or were placed by Lessee thereafter, ordinary wear and tear and damage by fire excepted. Any property left on the premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any



liability to the Lessee.

18. Notices. All notices required under the terms of this Lease or by law shall be in writing, shall contain a clear and concise statement setting forth the reasons therefore, and shall be sent by certified mail, return receipt requested, to the appropriate party, or shall be delivered personally, at the following addresses:

To Lessor:

Dr. M. Todd Boling  
JONAS RIDGE, LLC  
362 Tyee Street  
Soldotna, AK 99669

To Lessee:

Planning Director  
Kenai Peninsula Borough  
144 N. Binkley Street  
Soldotna, AK 99669  
  
Attn: Chief Executive Officer  
South Peninsula Hospital, Inc.  
4300 Bartlett Street  
Homer, AK 99603

In the event that a properly sent notice is returned undelivered, the notice shall nonetheless be effective.

19. Miscellaneous Provisions.

a. Entire Agreement.

- 1) This Lease constitutes the whole agreement between the parties as to the Lessee's lease and use of the SPH Administrative Offices for Lessee's business operations in the Lessor's Building. No warranties, agreements or representations have been made or shall be binding upon either party unless set forth in this Lease.
- 2) No oral statements or prior written material not specifically incorporated herein shall be recognized unless incorporated herein by amendment(s) or other addenda to either Agreement, such amendment(s) or addenda to become effective on the date stipulated in such amendment(s) or addenda. Both parties specifically acknowledge that in entering into and executing this Lease, they rely solely upon the representations and agreements contained in this Lease, and no others.

b. Assignment and Delegation. Neither this Lease, nor any interest, rights or duties herein, may be assigned, transferred, delegated or conveyed by either party, either voluntarily, or involuntarily, by operation of law, or otherwise, without the written consent of the other party during the term of this Lease.

c. Binding Effect. This Lease shall be binding upon and inure to the benefit of the respective successors, heirs, assigns, or personal representatives of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by either party to any specific assignment, delegation, sale, transfer or conveyance.

d. Applicable Law. This Lease is made under and shall be interpreted and construed in accordance with the laws of the State of Alaska.

e. Waiver of Breach. The waiver by either party of a breach or violation of any provision

f. Severability. In the event any provision of this Lease is held to be unenforceable for any reason, such lack of enforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms or as otherwise may be provided by law or equity.

g. Headings. The headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.

h. Amendments. This Lease may be amended by mutual agreement of both parties in writing.

i. Agreement Not To Be Construed Against Drafter. Both parties to this Lease have had a full opportunity to obtain legal advice concerning this Lease or have declined to obtain such advice. The fact that this Lease may be drafted by an attorney for one of the parties or by one of the parties is a matter of convenience to all parties. Accordingly, the parties agree that the rule of construction that an instrument or document is to be construed and interpreted most strictly against the drafter of the instrument or document shall not apply in the construction or interpretation of this Lease.

j. Memorandum of Lease. The parties agree that they will not record this Lease at full length, but may record a Memorandum of Lease, which Memorandum shall not disclose any financial terms.

k. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )



SO AGREED.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

KENAI PENINSULA BOROUGH  
LESSEE,

\_\_\_\_\_  
By: Charlie Pierce, Mayor

STATE OF ALASKA                     )  
  )ss.  
THIRD JUDICIAL DISTRICT         )

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

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

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

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

SO AGREED.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

SOUTH PENINSULA HOSPITAL, INC.  
SUBLESSEE,

By: Ryan Smith, Chief Executive Officer

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Ryan Smith, Chief Executive Officer of SOUTH PENINSULA HOSPITAL, INC., an Alaska nonprofit corporation, on behalf of the corporation.

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



Introduced by:	Mayor
Date:	10/12/21
Hearing:	10/26/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-21**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE SOLID WASTE CAPITAL  
PROJECT FUND FOR THE COMPLETION OF THE HOMER SOLID WASTE  
FACILITY MONOFILL CUT AND FILL PROJECT**

**WHEREAS,** the Homer Monofill is currently permitted to only place waste in a portion of the Phase III or final portion of the monofill; and

**WHEREAS,** this portion of the Phase III cell is filling up quickly; and

**WHEREAS,** prior to utilization of the entire Phase III cell, the Alaska Department of Environmental Conservation (“ADEC”) required a survey of the remaining area of the Phase III cell (completed in June 2021), which found that a significantly greater portion of the unused Phase III cell does not meet the ADEC’s groundwater separation requirements, a condition which was previously unknown; and

**WHEREAS,** work will need to be completed as soon as possible in order to ensure that there is adequate air space available for waste disposal; and

**WHEREAS,** this ordinance appropriates \$326,446 from the Solid Waste Capital Project Fund for the purpose of funding the Homer Solid Waste facility monofill cut and fill project;

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

**SECTION 1.** That \$326,446 is appropriated from the Solid Waste Capital Project Fund fund balance to account 411.32310.HOMMF.49999 to provide funding for the Homer Solid Waste Facility Monofill Cut and Fill Project.

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

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

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

Yes:

No:

Absent:



# Kenai Peninsula Borough

## Solid Waste Department

### MEMORANDUM

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

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

**FROM:** Daniel Kort, Solid Waste Director *DK*

**DATE:** September 30, 2021

**RE:** Ordinance 2021-19-21, Appropriating Funds from the Solid Waste Capital Project Fund for the Completion of the Homer Solid Waste Facility Monofill Cut and Fill Project (Mayor)

The Homer Monofill is currently permitted to only place waste in a portion of the Phase III or final portion of the monofill. This portion of the Phase III cell is filling up quickly. The Solid Waste Department had the remaining area of the Phase III cell surveyed on June 29, 2021 as required by the Alaska Department of Environmental Conservation (ADEC) prior to utilizing the entire Phase III cell.

While the Solid Waste Department was aware that minor earthwork was required to gain ADEC approval, the survey identified that a significant and previously unknown portion of the unused Phase III cell does not meet the ADEC's groundwater separation requirements. Work will need to be completed as soon as possible in order to ensure that there is adequate air space available for waste disposal.

This ordinance appropriates \$326,446 from the Solid Waste Capital Project Fund for the purpose of funding the Homer Solid Waste facility monofill cut and fill project.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>411.27910</u>	Amount: <u>\$326,446</u>
By: <u><i>CJ</i></u>	Date: <u>9/28/2021</u>

Introduced by:	Mayor
Date:	10/12/21
Hearing:	10/26/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-22**

**AN ORDINANCE APPROPRIATING ADDITIONAL FUNDS FROM THE GENERAL  
FUND TO SUPPORT THE FISCAL YEAR 2022 HOMER TRANSFER FACILITY  
OPERATION AND MAINTENANCE CONTRACT**

- WHEREAS,** the Homer Transfer Facility was operated under a contract from 2013 through June 30, 2021; and
- WHEREAS,** an invitation to bid (“ITB”) was released in January of 2021 with the then contractor coming in as the low bidder; and
- WHEREAS,** given the results of the ITB, the bid value was utilized in determining the fiscal year 2022 operating budget for the Homer Transfer Facility (“HTF”); and
- WHEREAS,** through negotiations related to contractual performance issues, the low bidder withdrew its bid and the borough moved on to the second-place bidder leaving a FY2022 budgetary gap needed to cover the difference in bid amounts; and
- WHEREAS,** a short-term contract was offered to the second-place bidder on a week-to-week basis to bridge the gap between contracts while contract closeout issues and new contract negotiations were being conducted leaving a FY2022 budgetary gap to cover the additional cost thru September 10, 2021; and
- WHEREAS,** there are also contract closeout expenses only estimated through September 10, 2021, to repair damage and bring the HTF back up to an acceptable standard in order to award the contract to the second-place bidder; and
- WHEREAS,** having one contractor in place for such a long period of time means that some of the regular upkeep items are not as easy to spot so during a contract changeover some larger items that are now over a decade old begin to show their true age and need for replacement; and
- WHEREAS,** previous contract administration did not account for such long contracts over a Facility and the need to budget for items that would naturally need replacement over time, especially during contract closeouts when thorough inspections bring to light the full condition of older equipment; and



**WHEREAS,** it is anticipated that some of the current costs may be recaptured through ongoing negotiations with the former contractor but some of the costs are simply wear and tear of the HTF from age; and

**WHEREAS,** this ordinance appropriates \$375,000 from the General Fund to be transferred to the Solid Waste Operation Fund to cover the un-budgeted amounts for increased annual operations and maintenance, temporary week to week increased costs during negotiations, and repair costs to bring the Homer facility back to acceptable standards;

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

**SECTION 1.** That the amount of \$375,000 is appropriated from the General Fund fund balance to be transferred to the Solid Waste Special Revenue Fund account 290.32310.00000.43011 to provide funding for the Homer Solid Waste Facility Operations and Repair Project.

**SECTION 2.** That this ordinance shall be effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

## Kenai Peninsula Borough Solid Waste Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Daniel Kort, Solid Waste Director *DK*

**DATE:** September 30, 2021

**RE:** Ordinance 2021-19-22, Appropriating Additional Funds from the General Fund to Support the Fiscal Year 2022 Homer Transfer Facility Operation and Maintenance Contract (Mayor)

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The Homer Transfer Facility has been operated under a contract since 2013. The old contract was due to expire on June 30, 2020, and went out for bid in January 2020. The then existing contractor was the apparent low bidder and this value was appropriated in the fiscal year 2022 operating budget.

The original contract called for a closeout process of the contract before a new contract could be signed. During the closeout process numerous issues associated with the previous contractor's performance were alleged and litigation was contemplated. As part of the resolution, the previous contractor withdrew its bid and the borough agreed not to pursue portions of litigation. However, any damages to the Facility can be and will be pursued.

The Borough currently only has one responsible, responsive bidder from ITB 21-019, Homer Transfer Facility Operations and Maintenance. Awarding to the second place bidder will cost \$80,000 more annually.

In order to ensure continuity of operations, the Borough entered into an interim short-term agreement to operate the Facility on an emergency basis. This agreement required utilization of available resources and was thus less efficient due to emergency mobilization, smaller transport capacity, and interim substituted waste handling equipment.

On September 17, 2021, the Solid Waste Department negotiated a change order with the second-place bidder to better match the ITB contract pricing provided with ITB21-019.



Page -2-

September 30, 2021

Re: O2021-19- 22

An interim short-term agreement is necessary due to both the short amount of time between the closeout of the original contract and because of the condition of the Facility at closeout. Without assurances that certain items will be repaired and brought to generally acceptable standards, the potential new operator was hesitant to agree to operate the Facility and take responsibility for the equipment at the Facility.


There are numerous unbudgeted contract closeout expenses to repair damage and bring the facility back up to an acceptable standard in order to award the contract to the second-place bidder. The total cost of these impacts is still being assessed but is currently estimated at \$375,000.

In summary, the Solid Waste Department is requesting a general fund transfer of \$375,000 to cover the following:

- Funds to support the O&M contract for the Solid Waste Homer Transfer Facility for the remainder of FY2022
- Week to Week O&M thru September 10, 2021
- Repair damage to Facilities estimate thru September 10, 2021
- Anticipated repairs to bring older equipment to serviceable levels

This ordinance appropriates \$375,000 from the General Fund fund balance to be transferred to the Solid Waste operating fund to support both the FY2022 operations and maintenance contract and needed repairs for the Homer Solid Waste facility.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>100.27910</u>	Amount: <u>\$375,000</u>
By: <u></u>	Date: <u>9/30/2021</u>

Introduced by:	Mayor
Date:	10/12/21
Hearing:	10/26/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-23**

**AN ORDINANCE APPROPRIATING ESTIMATED INSURANCE PROCEEDS OF  
\$100,000 FOR THE COST OF REPAIRS TO CES AMBULANCE AM-0027 AND  
AUTHORIZING A SOLE SOURCE AWARD TO BRAUN NORTHWEST, INC. FOR  
THE REPAIRS**

- WHEREAS,** a 2017 Braun Northwest ambulance (AM-0027), owned by the Kenai Peninsula Borough (“Borough”) and operated by Central Emergency Services (“CES”), was severely damaged during a vehicle collision on February 24, 2021; and
- WHEREAS,** the ambulance, a primary ambulance for CES Station 1, will be sent to the manufacturer, Braun Northwest, for repairs to maintain the manufacturer’s warranty on the equipment; and
- WHEREAS,** an estimate for the repairs was submitted by Braun Northwest, Inc. in June of 2021; and
- WHEREAS** a sole source contract award to Braun Northwest is requested due to CES’s need to maintain the manufacturer’s warranty on the equipment; and
- WHEREAS,** the estimate was also submitted to the other insurer, Allstate Fire & Casualty Insurance Company (“Allstate”), which Allstate subsequently acknowledged and approved; and
- WHEREAS,** the total project cost is estimated to be \$177,000, including remount, refurbish, delivery, and other related project costs; and
- WHEREAS,** Allstate will be tendering its insured property damage liability limit of \$100,000 as compensation for the damage to the ambulance; and
- WHEREAS,** additional costs of repair in the amount of \$77,000 are to be borne by the Borough’s Insurance and Litigation Fund; and
- WHEREAS,** this ordinance appropriates \$100,000 in estimated insurance proceeds from Allstate to the Central Emergency Services Capital Project Fund in order to complete the project;



**WHEREAS,** this ordinance also authorizes a sole source aware to the manufacture of the ambulance, Braun Northwest, to perform the needed repairs; and

**WHEREAS,** at its regular meeting of October 13, 2021, the Central Emergency Service Area Board recommended \_\_\_\_\_ of this ordinance;

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

**SECTION 1.** That the mayor is authorized to receive property insurance proceeds from Allstate Fire & Casualty Insurance Company for the repairs to ambulance AM-0027.

**SECTION 2.** The assembly approves the sole source award to Braun Northwest for the repairs to ambulance AM-0027.

**SECTION 3.** That estimated insurance proceeds in the amount \$100,000 are appropriated to account 443.51610.J026C.49999 for the purpose of funding the ambulance repairs project.

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

**SECTION 5.** That this ordinance is effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

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

Yes:

No:

Absent:

Kenai Peninsula Borough  
Kenai Peninsula Borough School District  
Office of Risk Management

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *CR*  
John Hedges, Purchasing & Contracting Director *JH*  
Brandi Harbaugh, Finance Director *BH*  
Kim Saner, Human Resources Director *KS*

**FROM:** Sovala Kisenia, Claims Manager *SK*  
Roy Browning, Fire Chief - CES *RB*

**DATE:** September 30, 2021

**RE:** Ordinance 2021-19- 23, Appropriating Estimated Insurance Proceeds of \$100,000 for the Cost of Repairs to CES Ambulance AM-0027 and Authorizing a Sole Source Award to Braun Northwest for the Repairs (Mayor)

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A 2017 Braun Northwest ambulance (AM-0027), owned by the Kenai Peninsula Borough (KPB) and operated by Central Emergency Services (CES), was severely damaged during a vehicle collision on February 24, 2021. This is a primary ambulance for CES Station 1.

In June of 2021, an estimate for the cost of repairs was submitted to the original equipment manufacturer, Braun Northwest. The repairs will be performed by Braun Northwest and require sole source authorization due to CES's need to maintain the manufacturer's warranty on the equipment. The total project cost is estimated to be \$177,000 including remount, refurbish, delivery, and other related project costs. The estimate was submitted to the liability insurer for the other vehicle involved in this collision, Allstate Fire & Casualty Insurance Company (Allstate), which was subsequently acknowledged and approved by Allstate.

Allstate has agreed to tender the property damage liability policy limits of \$100,000 for the damage to the ambulance. Additional costs of repair in the amount of \$77,000 are to be borne by KPB's Insurance and Litigation Fund.




Page -2-  
September 30, 2021  
RE: O2021-19- 23

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If approved, this ordinance will appropriate \$100,000 in estimated insurance proceeds from Allstate to the Central Emergency Services Capital Project Fund to repair this ambulance and authorize a sole source award to the manufacturer, Braun Northwest, to perform the repairs.

Your consideration of this ordinance is appreciated.

<b>FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED</b>	
<b>Account:</b> <u>443.J026C.37315</u>	
<b>Amount:</b> <u>\$100,000 (est. insurance proceeds)</u>	
By: <u></u>	Date: <u>9/29/2021</u>

Introduced by:	Mayor
Date:	10/12/21
Hearing:	10/26/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-36**

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE DOCUMENT REFERRED  
TO AS THE “COMPREHENSIVE PLAN FOR MOOSE PASS, 1993” REGARDING  
MUNICIPAL ENTITLEMENT LAND KNOWN AS KENAI AREA PLAN UNIT 380G(1).**

**WHEREAS,** the Kenai Peninsula Borough (“borough”) has selected lands owned by the State of Alaska within Moose Pass through the State of Alaska municipal entitlement program, under AS 29.65, administered by the Alaska Department of Natural Resources; and

**WHEREAS,** the borough has received a Final Finding and Decision (“FFD”) dated February 24, 2015 wherein final determinations for some of its municipal entitlement selections within the Moose Pass area were provided; and

**WHEREAS,** two tracts of land selected by the borough referred to as Kenai Area Plan Unit 380G(1) (“Unit 380G(1)”), containing approximately 40 acres, were conditionally approved by the state for conveyance to the borough once specific area plan amendments concerning future use and management of the lands had been adopted; and

**WHEREAS,** the conditions of approval required in the FFD for conveyance of the selected parcels required the borough to extend the deadline to February 24, 2022; and

**WHEREAS,** the Unit 380G(1) lands, conditionally approved for conveyance, are within the geographic area of the Moose Pass planning area; and

**WHEREAS,** the document titled “Comprehensive Plan for Moose Pass, 1993” as amended is incorporated as an element of the 2019 comprehensive plan under KPB 2.56.007(B); and

**WHEREAS,** on August 9, 2016, Resolution No. 2016-045 was adopted Classifying Unit 380G(1) and other certain conditionally approved lands referenced in the FFD as “Recreational”; and

**WHEREAS,** a plan amendment has been prepared to describe the conditionally approved Unit 380G(1) and provide management strategies to protect the view shed and anadromous waterbodies associated with these lands; and



**WHEREAS**, the amendment language to said plan as provided has received preliminary approval by the state as being acceptable to satisfy all remaining conditions required for conveyance of Unit 380G(1); and

**WHEREAS**, the Moose Pass Advisory Planning Commission at its regularly scheduled meeting of \_\_\_\_\_, 2021 recommended \_\_\_\_\_ of the amended plan; and

**WHEREAS**, The Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting on \_\_\_\_\_, 2021 recommended \_\_\_\_\_ of the amended plan;

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

**SECTION 1.** That the assembly amends the “Comprehensive Plan for Moose Pass, 1993” to include the following:

An amendment to the document referred to as the “Comprehensive Plan for Moose Pass, 1993” regarding municipal entitlement land known as Kenai Area Plan Unit 380G(1).

**SECTION 2.** That pursuant to KPB 2.56.007 the document known as “Comprehensive Plan for Moose Pass, 1993” as amended is an element of the 2019 Kenai Peninsula Comprehensive Plan.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Kenai Peninsula Borough Mayor *CP*  
Melanie Aeschliman, Planning Director *MA*  
Marcus Mueller, Land Management Officer *MM*

**FROM:** Aaron Hughes, Land Management Agent *AH*

**DATE:** October 14, 2021

**RE:** Amendment to Ordinance 2021-36, Adopting an Amendment to the Document Referred to as the "Comprehensive Plan for Moose Pass, 1993" Regarding Municipal Entitlement Land known as Kenai Area Plan Unit 380G(1) (Mayor)

---

This amendment is submitted after receiving feedback and instruction from the State of Alaska after their review of the proposed plan amendment.

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

- Amend the third whereas clause as follows:

**WHEREAS, [TWO] five** tracts of land selected by the borough referred to as Kenai Area Plan Unit 380G(1) ("Unit 380G(1)"), containing approximately **[40] 80** acres, were conditionally approved by the state for conveyance to the borough once specific area plan amendments concerning future use and management of the lands had been adopted; and

- Amend Section 1 as follows:

**SECTION 1.** That the assembly amends the "Comprehensive Plan for Moose Pass, 1993" to include the following:

"An amendment to the **[DOCUMENT REFERRED TO AS THE] plan entitled** "Comprehensive Plan for Moose Pass, 1993" regarding municipal entitlement land known as Kenai Area Plan Unit 380G(1) **OCTOBER 2021**"

Your time in review of the attached amendment is appreciated.

An Amendment to the plan entitled  
“Comprehensive Plan: Moose Pass, February 1993” Regarding Municipal  
Entitlement Land known as Kenai Area Plan Unit 380G(1)

October 2021

## Background

The Kenai Peninsula Borough (KPB) has selected lands owned by the State of Alaska (SOA) within Moose Pass through the State of Alaska municipal entitlement program (AS 29.65). The Alaska Department of Natural Resources (ADNR), which administers the municipal entitlement program through its Division of Mining, Land, and Water (DMLW), has reviewed and made final determinations for all KPB municipal entitlement selections to date. Some of the lands were conditionally approved, meaning that they would receive final approval for conveyance only after certain conditions required of the state were met.

The Final Finding and Decision dated February 24, 2015 (FFD) placed conditions on approval of several parcels of land within Moose Pass. KPB has met conditions for the majority of these lands. Five parcels, totaling approximately 80.38 acres of land within Moose Pass, had conditions requiring a plan amendment to address DMLW concerns regarding future use of the land. Conditions initially had to be fulfilled by February 24, 2020. KPB has been granted an extension until February 24, 2022 to meet said conditions.

This plan amendment will address future land use of the five parcels of selected lands to meet the conditions of approval required by the state. The lands are referred to within the FFD as 380G(1). The following requirement stated within the FFD will be addressed in this amendment:

At a minimum this plan is to ensure adequate screening from the Seward Highway, the protection of anadromous streams, and the provision of a lakeshore buffer of at least 100-feet. The plan shall provide management detail to locate uses and shall identify mitigation stipulations to ensure the protection of significant wetlands, riparian areas, and the hydrologic connections from streams to Lower Trail Lake.

## Plan Amendment

Under the Section 1, Background and Objectives, of the Moose Pass comprehensive plan, this plan amendment adds a new subsection C(5) entitled “Kenai Area Plan Management Subunit 380G(1)”. This subsection will include the following:

**Intent:** The lands herein identified as Unit 380G(1) are located between the Seward Highway and Alaska Railroad rights-of-way to the west and the Upper and Lower Trail Lakes to the east. These lands are a component of the scenic viewshed from the Seward



Highway and are situated next to anadromous waterbodies. The strategies outlined below aim at protecting the viewshed of the highway corridor as well as the anadromous waterbodies adjacent to Unit 380G(1).

**Location:** The lands within the area designated as Unit 380G(1) are located between mileposts 26.5 and 27 of the Seward Highway, east of the highway along Lower and Upper Trail Lakes. Unit 380G(1) is made up of a northern and a southern part. The northern part is described as that part of Government Lot 3 within the SE1/4 of Section 1, T. 4 N., R. 1 W. and Government Lot 2 of Section 12, T. 4 N., R. 1 W., SM. Government Lot 7, Section 12, T. 4 N., R. 1 W., SM. The southern part is described as that portion of USS 7391 located in the NE1/4SE1/4 and that portion of USS 1778 located in the N1/2SE1/4 of Section 13, Township 4 North, Range 1 West, SM.

**Classification:** Unit 380G(1), has been Classified “Recreational” as defined in Kenai Peninsula Borough Classification Resolution 2016-045.

**Management strategies:** To protect the Seward Highway viewshed and the anadromous waterbodies, in addition to the management direction under the Recreational land classification, the following management strategies should be followed:

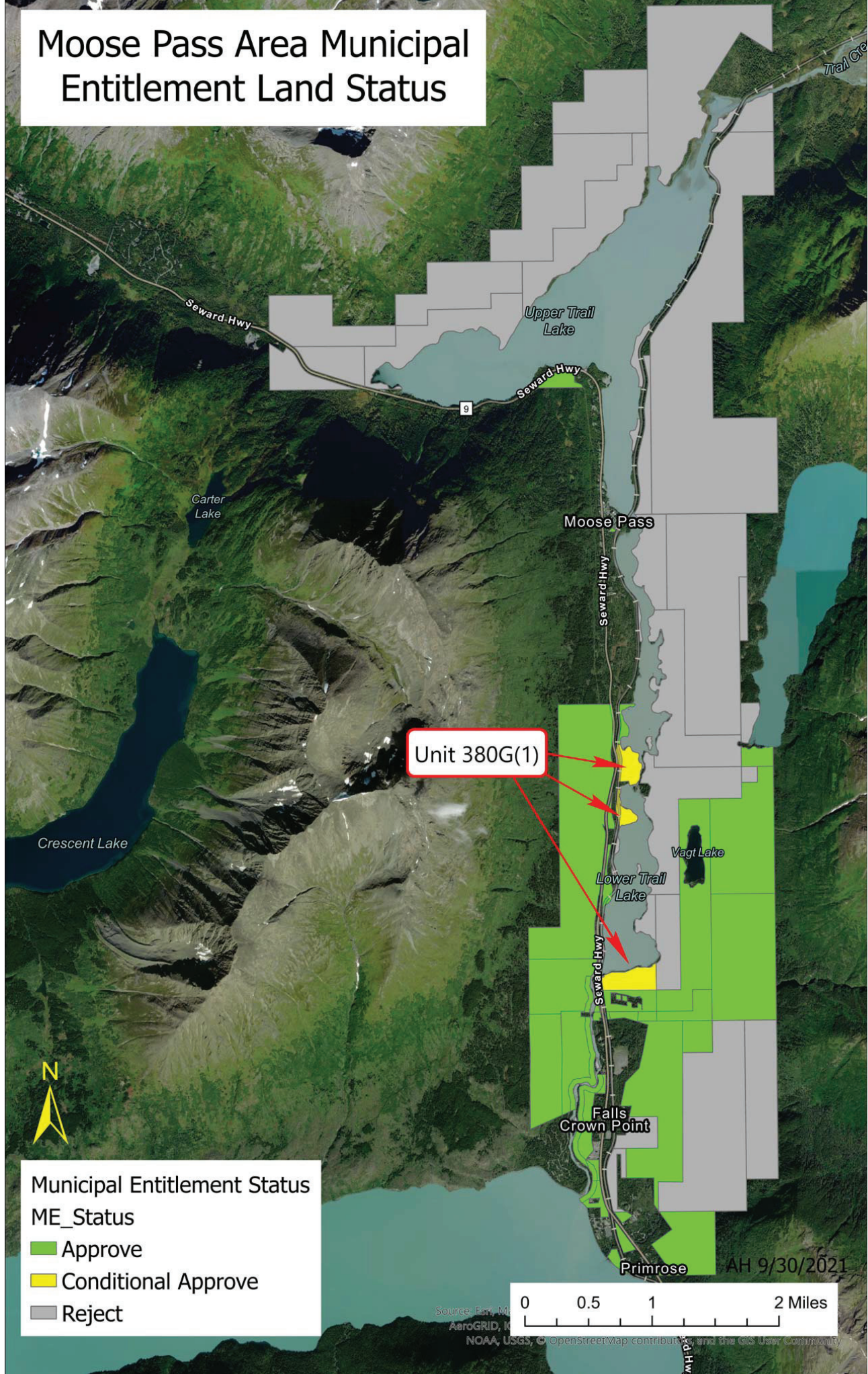
- a) Along those portions of Unit 380G(1) adjacent to the Seward Highway, in order to protect the Seward Highway viewshed a 15-foot vegetation buffer should be maintained along the Alaska Railroad right-of-way on the west side of the property. Currently there is adequate vegetation both between the Seward Highway and Alaska Railroad rights-of-way and within the railroad right-of-way adjacent to Unit 380G(1). However, in the event this vegetation is removed, the 15-foot vegetation buffer within Unit 380G(1) would help protect the viewshed from the Seward Highway.
- b) In order to protect the anadromous waterbodies of Upper and Lower Trail Lakes from increasing public use, the KPB provisions for protection of anadromous waters (KPB 17.10.21(18)) should be extended from 50 feet to 100 feet along the lake shore within Unit 380G(1).

#### **Management Detail:**

**Location of Uses:** The KPB has no planned potential uses outside of continued existing general recreation. Planned development consists of Vagt Trailhead, located within an easement retained by the Chugach National Forest. Any future uses shall take into consideration the Amended Moose Pass Area Plan and existing Land Classifications assigned to subject parcel(s) by Resolution. Potential future use shall be subject to the management strategies as defined above.

**Mitigation Stipulations:** In the event protective buffers to significant wetlands, riparian areas, and hydrologic connections from streams to Lower Trail Lake, are disturbed, damaged, or become degraded, the KPB shall conduct restorative revegetation measures within the impacted area using native vegetation similar to adjacent unimpacted areas. Situations involving immediate erosion concerns shall be addressed in a manner as to address erosion potential and sediment control while developing an appropriate revegetation plan.

# Moose Pass Area Municipal Entitlement Land Status





**MEMORANDUM**

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

THRU: Charlie Pierce, Borough Mayor *CP*

FROM: Melanie Aeschliman, Planning Director *MA*

DATE: October 12, 2021

RE: Ordinance 2021-36: An ordinance adopting amendments to the "Comprehensive Plan: Moose Pass, February 1993" an element of the Kenai Peninsula Borough Comprehensive Plan regarding municipal entitlement land know as Kenai Area Plan Unit 380G(1).

---

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled October 11, 2021 meeting.

An amendment motion passed by unanimous vote (9-Yes, 0-No, 1-Absent) to recommend amending the 3<sup>rd</sup> whereas clause of the ordinance to 5 Tracts of Land & 80 acres and amend Section 1 to include Plan Entitled "Comprehensive Plan for Moose Pass, 1993" and to add the date of October 2021.

A motion passed by unanimous vote (9-Yes, 0-No, 1-Absent) to recommend approval of Ordinance 2021-36 as amended.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of October 11, 2021 recommended approval as amended by unanimous vote of the amended plan.

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



support of the building set encroachment permit.

### 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 Commission Venuti to adopt PC Resolution 2021-31 granting a building setback encroachment permit for Lot 17, Block 3A, Irons Subdivision portions of Block 3A, 9 & 10 (Plat KN 74-11).

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	1
Yes	Bentz, Brantley, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
Absent	Chesser				

### ITEM E2 – ORDINANCE 2021-36

**An ordinance adopting amendments to the “Comprehensive Plan: Moose Pass, February 1993” an element of the Kenai Peninsula Borough Comprehensive Plan regarding municipal entitlement land know as Kenai Area Plan Unit 380G(1).**

Staff report by Aaron Hughes.

The borough has selected lands in the Moose Pass area through the State of Alaska Municipal Entitlement Program under AS 29.65. Approximately 40 acres of these selected lands referred to as Kenai Area Plan Unit380G(1) (“Unit 380G(1)”), were conditionally approved through a Final Finding and Decision (FFD) dated February 24, 2015. This FFD required specific conditions satisfied prior to the lands being conveyed from the state to the borough.

The initial deadline identified in the FFD to satisfy said conditions was February24, 2020. At the request of Land Management, that deadline has been extended to February 24, 2022.

Conditional approval under the FFD requires that the borough make amendments to the Moose Pass Comprehensive Plan to address specific concerns only as they relate to Unit 380G(1) lands, including management and future use of these selected lands.

The proposed plan amendments were drafted and sent to the state for approval. The state after their review responded with feedback, final changes were made, and preliminary approval was received.

Mr. Hughes noted the Moose Pass Advisory Planning Commission met on October 7, 2021 to review this amendment and unanimously recommended approval of the plan amendment.

### 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.

**MAIN MOTION:** Commissioner Morgan moved, seconded by Commissioner Ruffner to forward to the Assembly a recommendation to adopt Ordinance 2021-36.

Commissioner Ecklund asked staff if there were minutes from the Moose Pass APC meeting. Mr. Hughes replied that he had attended the APC meeting on October 7, 2021 via Zoom where the plan amendment was unanimously approved but the APC has not yet submitted the minutes from the meeting.

Commission Bentz then asked if the commission would need to approve the amendments that were



submitted in the 10-11-21 Assembly memo as well as the ordinance. Mr. Hughes replied yes, the commission would need to recommend approval for the new amendments.

**AMENDMENT MOTION:** Commissioner Bentz moved, seconded by Commissioner Ecklund to amend the 3<sup>rd</sup> whereas clause to update it to 5 Tracts of Land & 80 acres and amend Section 1 to include Plan Entitled Comprehensive Plan and to add the date of October 2021.

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

**AMENDMENT MOTION PASSED BY UNANIMOUS VOTE:**

Yes	9	No	0	Absent	1
Yes	Bentz, Brantley, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				

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	1
Yes	Bentz, Brantley, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				

**ITEM E3 – ORDINANCE 2021-19-20**

**An ordinance authorizing the acquisition of real property located at 203 West Pioneer Avenue, Homer Alaska on behalf of South Peninsula Hospital, appropriating \$975,000.00 from the South Peninsula Hospital Plant Replacement & Expansion Fund for the purchase, and authorizing an amendment to the SPH, Inc. Operating Agreement.**

Staff report given by Aaron Hughes.

Property currently leased to the Kenai Peninsula Borough ("Borough") on behalf of the South Peninsula Hospital (SPH) located at 203 West Pioneer Avenue, Homer, Alaska has become available for purchase. Acquiring the property would support the South Peninsula Hospital operations by securing an important leased facility through Borough ownership.

The property is currently located in the City of Homer's Central Business District, which provides for this specific use.

The proposed purchase price is \$955,000.00, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the Borough is responsible for all buyer related closing costs.

The ordinance would authorize the purchase of the property and appropriate \$975,000.00 from the SPH Plant Replacement and Expansion Fund to cover the costs associated with the purchase. This ordinance also provides for a second amendment to the SPH Operating Agreement to add this property to the list of property leased to SPH, Inc. under the operating agreement.

**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 forward to the Assembly a recommendation to adopt Ordinance 2021-19-20.

Commissioner Venuti stated that he is a Homer resident and understand how important local medical facilities are. He believe that SPH does a great job and that this purchase is a move in the right direction.

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

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

**FROM:** Aaron Hughes, Land Management Agent *AH*

**DATE:** September 30, 2021

**RE:** Ordinance 2021- 36, Adopting an Amendment to the Document Referred to as the "Comprehensive Plan for Moose Pass, 1993" Regarding Municipal Entitlement Land known as Kenai Area Plan Unit 380G(1) (Mayor)

---

The borough has selected lands in the Moose Pass area through the State of Alaska Municipal Entitlement Program under AS 29.65. Approximately 40 acres of these selected lands referred to as Kenai Area Plan Unit 380G(1) ("Unit 380G(1)"), were conditionally approved through a Final Finding and Decision (FFD) dated February 24, 2015. This FFD required specific conditions satisfied prior to the lands being conveyed from the state to the borough.

The initial deadline identified in the FFD to satisfy said conditions was February 24, 2020. At the request of Land Management, that deadline has been extended to February 24, 2022.

Conditional approval under the FFD requires that the borough make amendments to the Moose Pass Comprehensive Plan to address specific concerns only as they relate to Unit 380G(1) lands, including management and future use of these selected lands.

The changes to the plan as drafted have preliminary approval from the state as satisfying those remaining conditions.

Your consideration of the ordinance and attached supporting documents is appreciated.



An Amendment to the document referred to as the “Comprehensive Plan for  
Moose Pass, 1993” Regarding Municipal Entitlement Land known as  
Kenai Area Plan Unit 380G(1)

August 2021

Background

The Kenai Peninsula Borough (KPB) has selected lands owned by the State of Alaska (SOA) within Moose Pass through the State of Alaska municipal entitlement program (AS 29.65). The Alaska Department of Natural Resources (ADNR), which administers the municipal entitlement program through its Division of Mining, Land, and Water (DMLW), has reviewed and made final determinations for all KPB municipal entitlement selections to date. Some of the lands were conditionally approved, meaning that they would receive final approval for conveyance only after certain conditions required of the state were met.

The Final Finding and Decision dated February 24, 2015 (FFD) placed conditions on approval of several tracts of land within Moose Pass. KPB has met conditions for the majority of these lands. Two tracts, totaling approximately 40 acres of land within Moose Pass, had conditions requiring a plan amendment to address DMLW concerns regarding future use of the land. Conditions initially had to be fulfilled by February 24, 2020. KPB has been granted an extension until February 24, 2022 to meet said conditions.

This plan amendment will address future land use of the two tracts of selected lands to meet the conditions of approval required by the state. The lands are referred to within the FFD as 380G(1). The following requirement stated within the FFD will be addressed in this amendment:

At a minimum this plan is to ensure adequate screening from the Seward Highway, the protection of anadromous streams, and the provision of a lakeshore buffer of at least 100-feet. The plan shall provide management detail to locate uses and shall identify mitigation stipulations to ensure the protection of significant wetlands, riparian areas, and the hydrologic connections from streams to Lower Trail Lake.

Amendment to “Comprehensive Plan for Moose Pass, 1993” document

Under the Section 1, Background and Objectives, of the Moose Pass comprehensive plan, this plan amendment adds a new subsection C(5) titled “Kenai Area Plan Management Subunit 380G(1)” as follows:

**C. Land Ownership and Use**

...

5. *Kenai Area Plan Management Subunit 380G(1)*

**Intent:** The lands herein identified as Unit 380G(1) are located between the Seward Highway and Alaska Railroad rights-of-way to the west and the Upper and Lower Trail Lakes to the east. These lands are a component of the scenic viewshed from the Seward Highway and are situated next to anadromous waterbodies. The strategies outlined below aim at protecting the viewshed of the highway corridor as well as the anadromous waterbodies adjacent to Unit 380G(1).

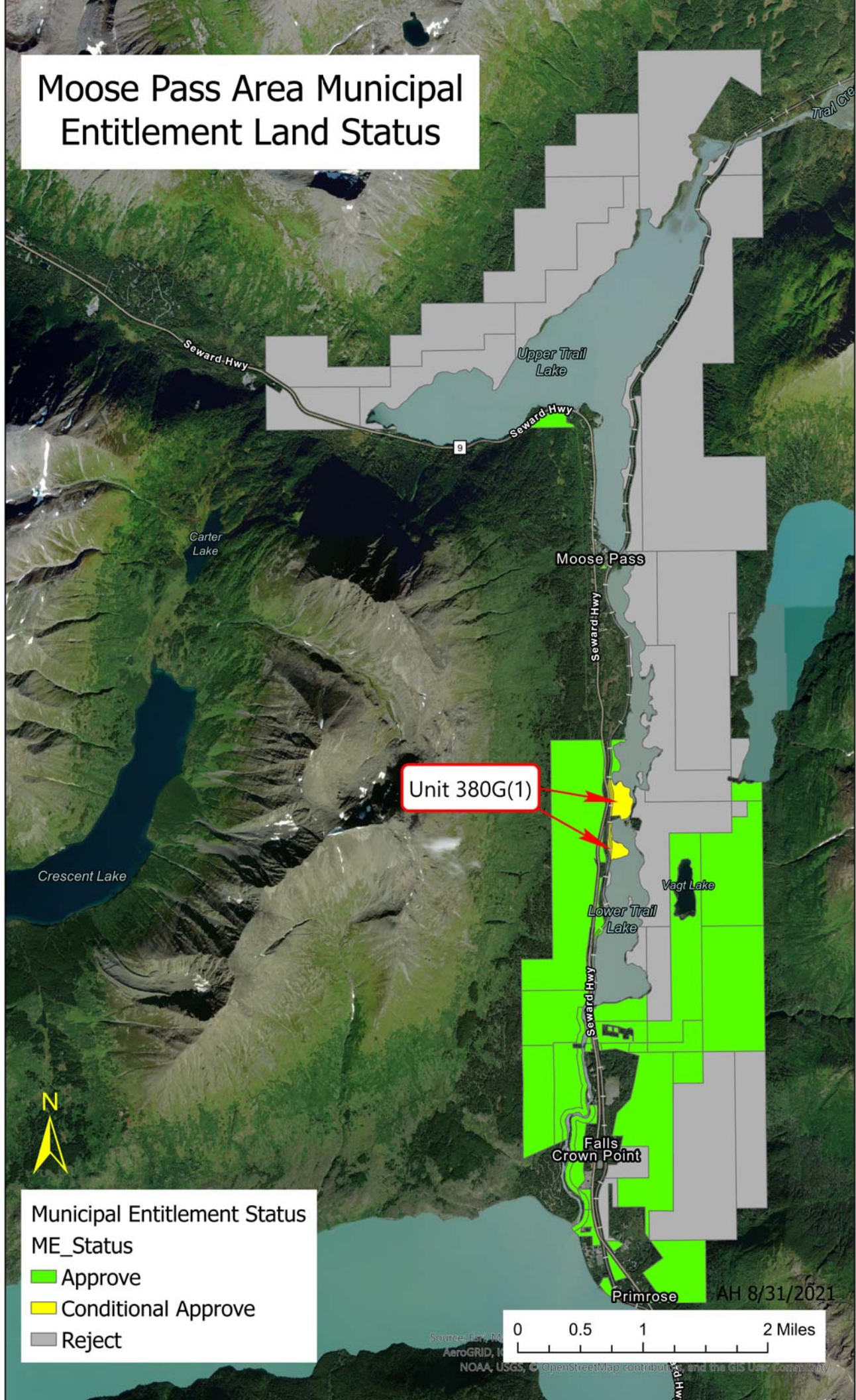
**Location:** The lands within the area designated as Unit 380G(1) are located between mileposts 26.5 and 27 of the Seward Highway, east of the highway along Lower and Upper Trail Lakes. Unit 380G(1) is made up of a northern and a southern part. The northern part is described as that that part of Government Lot 3 within the S1/2SE1/4 of Section 1, T. 4 N., R. 1 W. and Government Lot 2 of Section 12, T. 4 N., R. 1 W., SM. The southern part is Government Lot 7, Section 12, T. 4 N., R. 1 W., SM.

**Classification:** Unit 380G(1), has been Classified “Recreational” as defined in Kenai Peninsula Borough Classification Resolution 2016-045.

**Management strategies:** To protect the Seward Highway viewshed and the anadromous waterbodies, in addition to the management direction under the Recreational land classification, the following management strategies should be followed:

- a) For the northern part of Unit 380G(1), in order to protect the Seward Highway viewshed a 15-foot vegetation buffer should be maintained along the Alaska Railroad right-of-way on the west side of the property. Currently there is adequate vegetation both between the Seward Highway and Alaska Railroad rights-of-way and within the railroad right-of-way adjacent to Unit 380G(1). However, in the event this vegetation is removed, the 15-foot vegetation buffer within Unit 380G(1) would help protect the viewshed from the Seward Highway. The southern part of said unit has an approximately 500-foot separation from the Seward Highway; therefore, no vegetative buffer is needed.
- b) In order to protect the anadromous waterbodies of Upper and Lower Trail Lakes from increasing public use, the KPB provisions for protection of anadromous waters (KPB 17.10.21(18)) should be extended from 50 feet to 100 feet along the lake shore within Unit 380G(1).

# Moose Pass Area Municipal Entitlement Land Status





Introduced by: Mayor  
Date: 08/09/16  
Action: Adopted as Amended  
Vote: 8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2016-045**

**A RESOLUTION CLASSIFYING APPROXIMATELY 1,186 ACRES OF BOROUGH  
LAND LOCATED IN THE MOOSE PASS / CROWN POINT AREA AS  
RECREATIONAL**

**WHEREAS,** the Kenai Peninsula Borough received from the State of Alaska conditional approval of 1,186 acres of municipal entitlement land under Final Decision ADL 201306 on February 24, 2015; and

**WHEREAS,** a recreational classification is a condition to receive patent to subject land; and

**WHEREAS,** in addition to shared federal and state concerns, these lands have important local interests that are consistent with a recreational classification and can be actively promoted using local level land use planning and management with the involvement of the Moose Pass Advisory Planning Commission and the Borough Planning Commission through the borough's land management ordinances in KPB Chapter 17.10; and

**WHEREAS,** the proposed recreational classification is intended to meet the condition of approval under ADL 201306; and

**WHEREAS,** pursuant to KPB 17.10.080 classification provides direction for the management of borough land; and

**WHEREAS,** public notice was published and notification 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; and

**WHEREAS,** the Moose Pass Advisory Planning Commission at its regularly scheduled meeting of August 3, 2016 recommended approval by unanimous consent; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of August 8, 2016 recommended approval by unanimous consent;

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

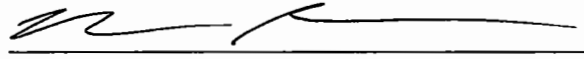
**SECTION 1.** Based on the findings of fact, analysis, and conclusions contained in the staff report of August 8, 2016, the following described borough land shall be classified Recreational:

<b>General Location: Moose Pass / Crown Point</b>		
<b>Unit No: Assessor's Parcel No.    <u>or</u> portion of</b>	<b>Legal Description (See attached map)</b>	<b>Acres</b>
Unit 380G: 12532315 12532330  12532320 12516022 12516023	T4N, R1W, Seward Meridian, Alaska Section 12: Gov. Lot 2 Section 1: That portion of Gov. Lot 3 (Note: This boundary will be more particularly described when surveyed for conveyance) Section 12: Gov. Lot 7 Section 13: That portion of USS 7391 in the NE¼SE¼ and that portion of USS 1778 in the N¼SE¼	9.19 26  7.62 45
Unit 380K: 12512032	T4N, R1W, Seward Meridian, Alaska Section 25: Gov. Lot 8	8.14
Unit 381: 12532101	T4N, R1E, Seward Meridian, Alaska Section 6: That portion of Gov. Lot 11, lying south of Grant Creek (Note: This boundary will be more particularly described when surveyed for conveyance.)	26±
Unit 380H: 12532102  12532103 12516018	T4N, R1E, Seward Meridian, Alaska Section 7: Gov. Lots 3, 7, and Lot 5 in the NE¼SW¼ excluding Vagt Lake, SE¼, S¼NE¼, S¼NE¼NE¼, NE¼NE¼NE¼ (Note: That portion of Gov. Lot 5 will be more particularly described when surveyed for conveyance.) Section 18: E½, E½NE¼, NE¼SW¼, Gov. Lots 4 & 5 Lot 2 of USS 8666	380±  498± 9.55
Unit 401A: 12532104	T4N, R1W, Seward Meridian, Alaska Section 19: NE¼NW¼	40
Unit 382H,380J: 12532420 12532421 12532422 12532425	T4N, R1W, Seward Meridian, Alaska Section 13: Gov. Lots 7 & 8, North 2/3 portion of Gov. Lot 9, NW¼SW¼, N¼SW¼SW¼, N¼S¼SW¼SW¼	137±


**SECTION 2.** That a copy of this resolution shall be provided to the State of Alaska, Department of Natural Resources, Division of Mining Land and Water, Municipal Entitlement Unit.

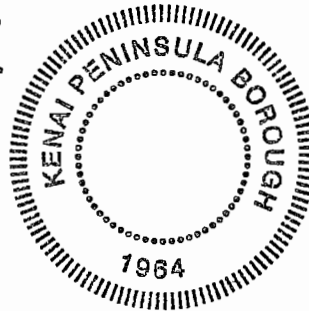
**SECTION 3.** This resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 9TH DAY OF AUGUST, 2016.

  
Blaine Gilman, Assembly President

ATTEST:

  
Johni Blankenship, MMC, Borough Clerk



Yes: Bagley, Cooper, Dunne, Holmdahl, Johnson, Knopp, Ogle, Gilman  
No: None  
Absent: Welles

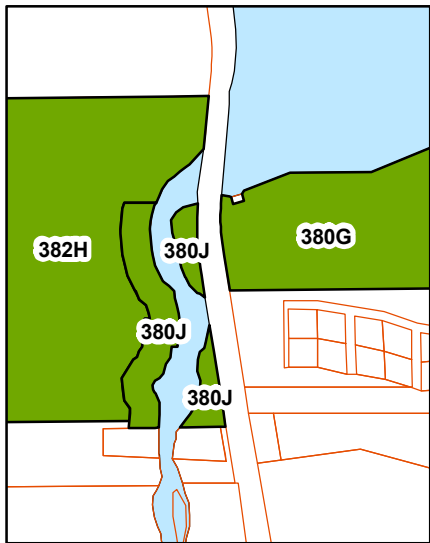


# Map Attachment for Resolution 2016-045 Showing Lands Proposed For Classification

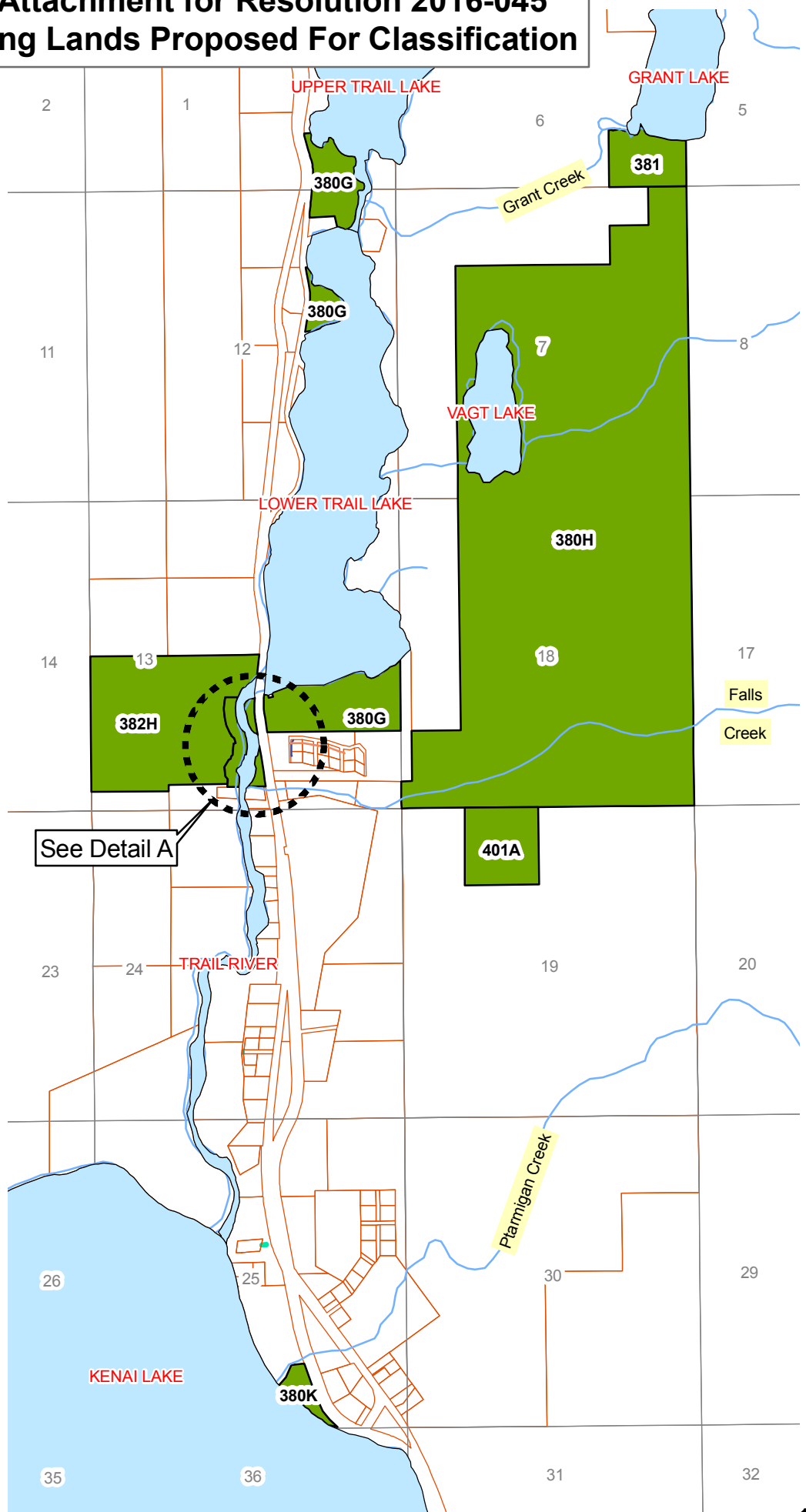


## Legend

 Subject Land Units



Detail A



Introduced by: Mayor  
Date: 10/26/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-079**

**A RESOLUTION DESIGNATING THE INVESTMENT AND ALLOCATION PLAN FOR  
THE BOROUGH'S LAND TRUST INVESTMENT FUND AND ESTABLISHING  
APPROPRIATE BENCHMARKS TO MEASURE PERFORMANCE AS OF NOVEMBER  
1, 2021 AND FOR CALENDAR YEAR 2022**

**WHEREAS,** pursuant to KPP Code 5.10.200(A)(2) the Kenai Peninsula Borough Assembly shall annually approve an Asset Allocation Plan for investment of the borough's Land Trust Investment Fund (LTIF); and

**WHEREAS,** KPB Code 5.10.200(B) permits investment of the LTIF in various asset classes and the assembly believes that establishing asset allocation criteria for these various asset classes is in the best interest of the Kenai Peninsula Borough; and

**WHEREAS,** the approved Asset Allocation Plan will provide benchmarks to measure investment performance from November 1, 2021 to December 31, 2022;

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

**SECTION 1.** That the assembly adopts the Asset Allocation Plan as of November 1, 2021 and for calendar year 2022 as follows:

The Asset Allocation Plan and Target Weightings with range restrictions are:

Asset Class	Target	Min	Max
<b>EQUITY</b>	<b>39%</b>	<b>-</b>	<b>-</b>
U.S. Large-Cap Equity	22%	12%	32%
U.S. Mid-Cap Equity	8%	0%	16%
U.S. Small-Cap Equity	2%	0%	4%
International Developed Equity	5%	0%	10%
Emerging Markets Equity	2%	0%	4%
<b>ALTERNATIVES</b>	<b>19%</b>	<b>-</b>	<b>-</b>
Real Estate	3%	0%	6%

<b>Infrastructure</b>	<b>4%</b>	<b>0%</b>	<b>8%</b>
<b>Commodities</b>	<b>2%</b>	<b>0%</b>	<b>4%</b>
<b>Alternative Beta</b>	<b>10%</b>	<b>0%</b>	<b>15%</b>
<b>FIXED INCOME</b>	<b>42%</b>	<b>-</b>	<b>-</b>
<b>U.S. Fixed Income</b>	<b>20%</b>	<b>10%</b>	<b>30%</b>
<b>U.S. 1-5 Year Government/Credit</b>	<b>4%</b>	<b>0%</b>	<b>8%</b>
<b>U.S. High Yield Credit</b>	<b>6%</b>	<b>0%</b>	<b>12%</b>
<b>U.S. TIPS</b>	<b>4%</b>	<b>0%</b>	<b>8%</b>
<b>International Fixed Income</b>	<b>5%</b>	<b>0%</b>	<b>10%</b>
<b>Cash</b>	<b>3%</b>	<b>0%</b>	<b>10%</b>

**SECTION 2.** The performance of the Fund and investment managers will be measured as follows:

Performance measurement of the Large-Cap Domestic Equity allocation will be measured against the Target weighting, using the Standard & Poor's 500 Index or substantially similar index for the benchmark.

Performance measurement of the Mid-Cap Equity allocation will be measured against the Target weighting, using the Standard & Poor's 400 Mid-Cap Index or substantially similar index as the benchmark.

Performance measurement of the Small-Cap Equity allocation will be measured against the Target weighting, using the Standard & Poor's 600 Small-Cap Index or substantially similar index as the benchmark.

Performance measurement of the International Equity allocation will be measured against the Target weighting, using the Morgan Stanley Capital International Europe, Australasia and Far East (MSCI EAFE) Index or substantially similar index for the benchmark.

Performance measurement of the International Emerging Markets allocation will be measured against the Target weighting, using the Morgan Stanley Capital International Emerging Markets Index or substantially similar index as the benchmark.

Performance measurement of the Real-Estate Equities allocation will be measured against the target weighting, using the Standard & Poor's US REIT Index or substantially similar index as the benchmark.



Performance measurement of the Infrastructure Equities allocation will be measured against the target weighting, using the STOXX Global Broad Infrastructure Index or substantially similar index as the benchmark.

Performance measurement of the Commodities allocation will be measured against the target weighting, using the Bloomberg Commodities Index or substantially similar index as the benchmark.

Performance measurement of the Alternative Beta allocation will be measured against the target weighting, using the Wilshire Liquid Alternative Index or substantially similar index as the benchmark.

Performance measurement of the U.S. Fixed Income allocation will be measured against the target weighting, using the Bloomberg Barclays U.S. Aggregate Index or substantially similar index as the benchmark.

Performance measurement of the U.S. 1-5 Year Government/Credit allocation will be measured against the target weighting, using the Bloomberg Barclays 1-5 Year Government Credit Index or substantially similar index as the benchmark.

Performance measurement of the U.S. High Yield Credit allocation will be measured against the target weighting, using the Bloomberg Barclays U.S. High Yield Very Liquid Index or substantially similar index as the benchmark.

Performance measurement of the U.S. TIPS allocation will be measured against the target weighting, using the Bloomberg Barclays 0-5 Year TIPS Index or substantially similar index as the benchmark.

Performance measurement of the International Fixed Income allocation will be measured against the target weighting, using the Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Index or substantially similar index as the benchmark.

Performance measurement of the Cash allocation will be measured against the target weighting, using the Citigroup 3-Month Treasury Bill Index or substantially similar index as the benchmark.

**SECTION 3.** That this resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 26TH DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
, Assembly President

ATTEST:

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

Yes:

No:

Absent:

## Kenai Peninsula Borough Finance Department

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### MEMORANDUM

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

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

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

**DATE:** October 14, 2021

**RE:** Resolution 2021-079, Designating the Investment and Allocation Plan for the Borough's Land Trust Investment Fund and Establishing Appropriate Benchmarks to Measure Performance as of November 1, 2021 and for Calendar Year 2022 (Mayor)

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Pursuant to KPB 5.10.200, the assembly shall annually designate by resolution the authorized investments and allocation plan for the borough's Land Trust Investment Fund. This resolution establishes the allocation plan and evaluation benchmarks to be used as of November 1, 2021, and for calendar year 2022.

This year's allocation plan has changed to include additional asset classes which are expected to improve the return-to-risk characteristics of the portfolio. The evaluation benchmarks have also changed to include appropriate comparisons for the new asset classes. These changes will allow the portfolio to improve the expected return of the portfolio with less expected risk.

The portfolio is projected to return 5.5 percent (5.5%) annualized for the next ten years. Risk of the portfolio is measured in standard deviation from the expected rate of return. One standard deviation is equal to about 68 percent (68%) of all possible outcomes and two standard deviations is equal to about 95 percent (95%) of all possible outcomes. 68 percent (68%) (one standard deviation) of the time, the portfolio is expected to annually return between negative 2.7 percent (-2.7%) and 14.4 percent (14.4%), with an average annual return of 5.8 percent (5.8%). 97 percent (97%) (two standard deviations) of the time, the portfolio is expected to annually return between negative 11.3 percent (-11.3%) and 22.9 percent (22.9%).

Your consideration of this resolution is appreciated.



Introduced by: Mayor  
Date: 10/26/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-080**

**A RESOLUTION SUPPORTING THE KENAI PENINSULA CONTINUUM OF CARE  
HOMELESS COALITION AND SUBMITTING A PROPOSAL TO THE ALASKA  
MENTAL HEALTH TRUST AUTHORITY FOR ASSISTANCE TO FUND A  
HOMELESS AND HOUSING SERVICE COORDINATOR POSITION**

**WHEREAS,** Kenai Peninsula Continuum of Care is a partnership (“Partnership”); of community members, agencies and municipal government entities that have come together to stop homelessness within the Kenai Peninsula Borough and

**WHEREAS,** the Partnership, with Love Inc. as the lead agency, is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness; and

**WHEREAS,** the Partnership is completing a five-year strategic plan, which may be successfully implemented with a Homeless and Housing Service Coordinator position that addresses the plan goals to prevent homelessness (“Coordinator Position”); and

**WHEREAS,** the Alaska Mental Health Trust Authority (“Trust”) has funded this Coordinator Position for a period of three years for the municipalities of Anchorage, Fairbanks NorthStar Borough and City and Borough of Juneau; and

**WHEREAS,** it is in the borough’s best interest to apply for funding from the Trust for the Coordinator Position to provide areawide support, ending homelessness on the Kenai Peninsula;

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

**SECTION 1.** That the mayor is authorized to work with Love, Inc. and the Kenai Peninsula Continuum of Care Partnership to apply for funding to support the Homeless and Housing Service Coordinator position.

**SECTION 2.** That, upon approval, the award will be approved and appropriated by way of ordinance.

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 26TH DAY OF OCTOBER, 2021.**

---

, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

## Kenai Peninsula Borough 911 Operations

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Tammy Goggia-Cockrell, 911 Emergency Communications *TGC*  
Coordinator

**DATE:** October 14, 2021

**RE:** Resolution 2021- 081, Authorizing the Mayor to Execute an Agreement with the State of Alaska, Department of Corrections, Division of Pretrial, Probation and Parole for Services Provided by the Borough through the Soldotna Public Safety Communications Center (Mayor)

---

The borough is in the process of converting the Soldotna Public Safety Communications Center (SPSCC) to operate on a fee-for-services basis. It hired an outside firm to conduct a time study of SPSCC operations to identify the time spent providing services for each agency it serves. Since that time, the State of Alaska, Department of Corrections, Division of Pretrial, Probation and has approached the borough requesting to join.

Fees for the first year have been estimated and actual usage will be utilized after one full year of service to determine the fees for future years. This resolution would authorize the mayor to sign an agreement substantially in the form of the accompanying agreement at the negotiated and estimated cost for the first year.

Your consideration of this resolution is appreciated.



**Bridges Community Resource Network, Inc.**  
**Box 1612**  
**35911 Kenai Spur Highway, Unit 9**  
**Soldotna, AK. 99669**  
**Federal Taxid #92-0151271**  
**State of Alaska Entity #55122D**  
**bridgesofalaska@gmail.com**

To Whom It May Concern:

The Board of Bridges Community Resource Network, Inc. at their October 9, 2021 Board meeting voted to show full support for the Housing Coordinator position that would be funded by the Alaska Mental Health Trust grant for a 3-year period. We understand that this person may be employed by the Kenai Peninsula Borough, in the Mayor's office.

The Kenai Peninsula Continuum of Care has been working hard over the last few years on Homelessness on the Kenai Peninsula and Bridges as the Fiscal Agent is excited to be a part of this Homeless Coalition and helping fund the 5-year strategic plan that is being worked on.

Bridges would also like to offer up, if needed, a location to place this Housing Coordinator in our Bridges office. We would have available a desk, storage, use of a copy machine and use of our phone for a price we agree upon. Our office is co-located with Hospice of the Central Peninsula and is located just outside of Soldotna on the Kenai Spur Highway.

Again, we are excited to be a part of the Kenai Peninsula Continuum of Care, Homeless Coalition and look forward to working together to help take care of our most vulnerable populations.

Sincerely,



**Kathy Gensel**  
**President**  
**Bridges Community Resource Network, Inc.**

Introduced by:

Mayor

Date:

10/26/21

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-081**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH THE STATE OF ALASKA, DEPARTMENT OF CORRECTIONS, DIVISION OF  
PRETRIAL, PROBATION AND PAROLE FOR SERVICES PROVIDED BY THE  
BOROUGH THROUGH THE SOLDOTNA PUBLIC SAFETY COMMUNICATIONS  
CENTER**

**WHEREAS,** the Kenai Peninsula Borough (“Borough”) has changed its operation of the multi-agency E911 dispatch center, known as the Soldotna Public Safety Communications Center (“SPSCC”) from being jointly operated with the State of Alaska Department of Public Safety (“DPS”) to a stand-alone operation which charges responding agencies using the SPSCC services a fee for the services provided;

**WHEREAS,** pursuant to resolution 2021- 035, the Borough and the State of Alaska Department of Public Safety (“DPS”) entered into an agreement in which the DPS pays the Borough for services provided by the SPSCC; and

**WHEREAS,** in addition to the DPS, the SPSCC provides services to three other Alaska State agencies, five Borough fire and emergency medical service (“EMS”) areas, three private volunteer fire and EMS organizations in the Borough, the Soldotna Police Department, the US Forestry Service, US Fish and Wildlife Protection, and the National Oceanic and Atmospheric Administration; and

**WHEREAS,** the Borough’s services has attracted the State of Alaska, Department of Corrections, Division of Pretrial, Probation and Parole who also want to utilize SPSCC’s services; and

**WHEREAS,** as SPSCC has not previously provided the Division of Pretrial, Probation and Parole with consistent services, there is no reliable information for which to assess costs for the first year however utilizing existing cost information, an estimate was derived; and

**WHEREAS,** the first year will allow both agencies an opportunity to establish baselines, work out any training issues, identify any barriers and establish accurate fees;

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

**SECTION 1.** That the mayor is authorized to execute an agreement substantially similar to the accompanying agreement for the provision of E911 dispatch services with the State of Alaska, Department of Corrections, Division of Pretrial, Probation and Parole.

**SECTION 2.** That this resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

---

, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



## Kenai Peninsula Borough

### 911 Operations

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#### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Tammy Goggia-Cockrell, 911 Emergency Communications *TGC*  
Coordinator

**DATE:** October 14, 2021

**RE:** Resolution 2021- 081, Authorizing the Mayor to Execute an Agreement with the State of Alaska, Department of Corrections, Division of Pretrial, Probation and Parole for Services Provided by the Borough through the Soldotna Public Safety Communications Center (Mayor)

---

The borough is in the process of converting the Soldotna Public Safety Communications Center (SPSCC) to operate on a fee-for-services basis. It hired an outside firm to conduct a time study of SPSCC operations to identify the time spent providing services for each agency it serves. Since that time, the State of Alaska, Department of Corrections, Division of Pretrial, Probation and has approached the borough requesting to join.

Fees for the first year have been estimated and actual usage will be utilized after one full year of service to determine the fees for future years. This resolution would authorize the mayor to sign an agreement substantially in the form of the accompanying agreement at the negotiated and estimated cost for the first year.

Your consideration of this resolution is appreciated.

## **DISPATCH SERVICES AGREEMENT**

### **BETWEEN**

### **STATE OF ALASKA DEPARTMENT OF CORRECTIONS, DIVISION OF PRETRIAL, PROBATION AND PAROLE AND THE KENAI PENINSULA BOROUGH**

#### **ARTICLE 1. PARTIES**

The parties to this agreement are the State of Alaska Department of Corrections, Division of Pretrial, Probation and Parole (DP3) and the Kenai Peninsula Borough (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC).

#### **ARTICLE 2. PURPOSE**

The Kenai Peninsula Borough, Soldotna Public Safety Communications Center (SPSCC) will provide dispatch services to DP3 in accordance with the terms and conditions of this agreement.

#### **ARTICLE 3. DEFINITIONS**

"24/7" means twenty-four hours a day, seven days a week.

"CJIS Security Policy" means the US Department of Justice Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy version 5.9 dated June 1, 2020.

"Continuous" means without interruption or delay.

"Dispatch" and "Dispatching" means the interpretation of request for service information and the transmission of that information to an agency for their response, as well as the recording of communications related to that response.

"DP3" means the organization and functions of the State of Alaska Department of Corrections, Division of Pretrial, Probation and Parole.

"DP3 Dispatch Service Area" means the Kenai Peninsula Borough.

"SPSCC" means the regional dispatch center facility and organization

owned and operated by the Kenai Peninsula Borough located at 253 Wilson Lane, Soldotna, AK 99669".

"Monitoring" means the attention of dispatch personnel to a radio communications channel and responding in a prompt and affirmative manner when the dispatch center designator is called; it also refers to the constant observation and response to a computer screen or terminal for time-sensitive messages.

#### **ARTICLE 4. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

The effective date of this agreement is the date of the last signature. This agreement shall expire on June 30, 2022 unless otherwise amended in accordance with this agreement.

#### **ARTICLE 5. SCOPE OF SERVICES TO BE PERFORMED BY SPSCC**

SPSCC will provide dispatch services for the SOA DOC DP3 agency officers.

SPSCC is required to affirmatively identify any questions or issues with DP3 methods, means, procedures or communications protocols that impact SPSCC's ability to provide services. DP3 will respond in a timely manner with specific clarification or will undertake consideration of proposed changes to operating procedures.

##### **a. Facility**

SPSCC will provide a secure facility for its operations and will comply with the applicable requirements of CJIS Security Policy section.

##### **b. Dispatch Services**

KPB will provide the necessary personnel to staff the SPSCC and shall adhere to applicable industry standards when processing and dispatching calls.

SPSCC staff will capture in CAD incident history all DP3 staff or unit activities and status changes directed to SPSCC via radio or telephone, as well as service requests directed to SPSCC originating from DP3.

SPSCC staff will receive and record the availability and activity of any DP3 member communicated through radio channels. This will include an off-duty DP3 member using a radio to relay a call for service requirement for assignment to an on-duty DP3 officer or a request for another agency to respond.

##### **c. Radio Channels**

All CJIS-related information and Personally Identifiable Information will only be transmitted on encrypted talk groups.



SPSCC staff will have the following talk groups on 'Selected' audio and monitored by dispatch personnel at one or more console positions 24 hours per day:

AST E (A) Dispatch

**d. Computer Aided Dispatch**

All calls for service that conform to DP3 incident types shall be recorded in SPSCC's CAD system. SPSCC staff may codify and enter other incident types at its own discretion.

**e. Database Inquiry and Update**

SPSCC will query available law enforcement database systems as requested by DP3 personnel. These queries may include subject, vehicle, location, property or other law enforcement databases.

**f. Surges in SPSCC Demands**

If SPSCC experiences an unexpected demand for service, a manager or supervisor may contact DP3 and request specific relief such as a pause in targeted enforcement activities.

DP3 will not unreasonably refuse these requests, but the parties recognize that public safety and DPS operational requirements may occasionally preclude any short-term changes to radio protocols.

**g. SPSCC Personnel**

SPSCC will recruit, train and schedule sufficient qualified personnel to perform the call taking and dispatch tasks required of this agreement.

**ARTICLE 6. KPB PROVIDED TECHNOLOGY**

SPSCC will be the primary point of contact for its contractors and technology providers, including the management of vendor scope of services, configuration change requests, trouble reporting, updates, upgrades and quotations for additional services.

**a. Logging Recorder**

SPSCC will provide for an audio recording system that will record and archive voice radio traffic. Communications to be recorded for DP3 purposes include:

- Inbound and outbound telephone calls identified specifically for DP3 Radio talk groups to be recorded for DP3 purposes include:
- AST E (A) Dispatch

SPSCC will provide access to a logging recorder to copy selected radio talk

group recordings onto transportable electronic media such as a CD-ROM or thumb drive. DP3 will be responsible for costs associated with making copies for all DP3 related audio records.

## **ARTICLE 7. RELEASE OF INFORMATION**

KPB will be the custodian of record for communications answered by telecommunications equipment at the SPSCC dispatch center and residing in the SPSCC CAD system, and shall release such records to the extent required by applicable law. The KPB shall contact DP3 prior to releasing any DP3 related records and obtain approval to release any such records.

### **a. Records Requests**

SPSCC will route any DP3 public records information requests to DP3. Public requests for DP3 information shall be forwarded to DP3 within two (2) business days of receipt.

### **b. Public Reports**

Quarterly or annual reports reflecting summary DP3 calls for service activity may be released at SPSCC's discretion.

All records kept by SPSCC in support of this agreement shall be the property of SPSCC and these records shall be made available to DP3 upon reasonable notice.

### **c. Records Retention**

The ability for DP3 to review written or electronic records held by SPSCC continues for five years after the termination of this agreement.

SPSCC will otherwise comply with state and federal criminal justice requirements for retention of access logs, database maintenance (edits) and audit trails, in particular State of Alaska Records Retention and Disposition Schedule No. 12-391.1.

Audio recordings of radio traffic shall be maintained by SPSCC for five years unless otherwise required by law.

## **ARTICLE 8. EQUIPMENT AND SERVICES TO BE PROVIDED BY DP3**

### **a. Inter-Agency Communications**

DP3 will identify a primary and secondary point of contact for SPSCC to use with formal administrative communications. This is intended to provide a reliable and consistent means of transmitting and receiving technical and

operational information as well as accountability for complaints and contractual issues.

**b. Contact Information**

DP3 will provide a comprehensive listing of members to SPSCC to include telephone contact information and assigned radio designators. The list will be updated by DP3 as changes occur, but no less than monthly. This list contains confidential information and will be protected from disclosure or further dissemination by SPSCC.

DP3 will facilitate the provision of a list containing the statewide radio designators of all units using ALMR resources.

**c. Operational Directives and Protocols**

SPSCC will incorporate DP3 policies and procedures as appropriate into SPSCC Policy and Procedures documentation as well as internal training and reference materials. SPSCC may at its discretion incorporate DP3 protocols into automated (CAD) call taking screens.

**d. ASPIN/NCIC**

SPSCC will continue to conform and comply with prior agreements relating to CJIS information including:

- CJIS Systems User Agreement

**ARTICLE 9. COMPLIANCE WITH LAWS AND PERMITS**

The KPB shall comply with all statutes, ordinances, rules, regulations, and requirements of federal, state, and local governments and agencies and departments thereof, which are applicable to the KPB for the services provided under this agreement.

**ARTICLE 10. APPLICABLE LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

**ARTICLE 11. NO ASSIGNMENT OR DELEGATION**

The Kenai Peninsula Borough shall not assign or delegate this agreement, or any part of it, or any right to any of the money to be paid under it except with the written approval of DPS.

**ARTICLE 12. INDEMNIFICATION**

To the extent permitted by law and subject to Assembly appropriation, the Kenai Peninsula Borough shall indemnify, hold harmless, and defend DP3 from and against any claim of, or liability for error, omission or negligent act of the Kenai Peninsula Borough under this agreement. The Kenai Peninsula Borough shall not be required to indemnify DP3 for a claim of, or liability for,



the independent negligence of DP3. If there is a claim of, or liability for, the joint negligent error or omission of the Kenai Peninsula Borough and the independent negligence of DP3, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Kenai Peninsula Borough" and "DP3", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DP3's selection, administration, monitoring, or controlling of the Kenai Peninsula Borough and in approving or accepting the Kenai Peninsula Borough's work.

### **ARTICLE 13. INSURANCE**

Without limiting the Kenai Peninsula Borough's indemnification, it is agreed that the Kenai Peninsula Borough shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Kenai Peninsula Borough's policy contains higher limits, DPS shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DP3 prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Kenai Peninsula Borough's services under this agreement. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes (AS) Title 21.

**Workers' Compensation Insurance:** The Kenai Peninsula Borough shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

**Commercial General Liability Insurance:** covering all business premises and operations used by the Kenai Peninsula Borough in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the Kenai Peninsula Borough in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Professional liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

#### **ARTICLE 14. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

The effective date of this agreement is the date of the last signature. This agreement shall expire on June 30, 2022 unless otherwise amended in accordance with Article 15.

#### **ARTICLE 15. CHANGES AND AMENDMENTS**

Changes and/or amendments to this agreement shall be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person shall be interpreted as amending or otherwise affecting the terms of this agreement. Any party to this agreement may request that it be amended, whereupon the parties will consult to consider such amendment.

#### **ARTICLE 16. PAYMENT FOR SERVICES**

The compensation for the periods covered under this Agreement shall be an introductory rate of thirty thousand dollars (\$30,000) due in full within 30 days of invoicing.

The price for this agreement will remain firm and not fluctuate for the entire term of the agreement. Any request for an adjustment to the time, scope, or cost of the agreement must be negotiated between the KPB and DP3. DP3 is not responsible for and will not pay local, state, or federal taxes. All costs associated with the agreement must be stated in U.S. currency.

The DP3 is a government entity and it is understood and agreed that the DP3's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of an agreement is contingent upon Legislative appropriation. The state reserves the right to terminate the agreement in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the state to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the state shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages

resulting therefrom.

**ARTICLE 17. NOTICES:** Notices by the parties pursuant to this agreement shall be sent to the following addresses:

Charlie Pierce  
Borough Mayor  
144 N. Binkley Street  
Soldotna, AK 99669  
Email: [cpierce@kpb.us](mailto:cpierce@kpb.us)

Financial notices and correspondence will also be provided to:

Borough Finance Director  
Brandi Harbaugh  
144 N. Binkley Street  
Soldotna, AK 99669  
Email: [bharbaugh@kpb.us](mailto:bharbaugh@kpb.us)

State of Alaska  
Department of Corrections  
Division of Pretrial, Probation & Parole  
120 Trading Bay Drive, Ste. #290  
Kenai, AK 99611  
Email: [Jennifer.winkelman@alaska.gov](mailto:Jennifer.winkelman@alaska.gov)

**ARTICLE 18. TERMINATION FOR DEFAULT**

Either party may, in good faith, terminate this agreement for default at any time prior to its expiration date, for good cause shown, after first giving the other party at least ninety days prior written notice of default. Such notice shall specifically identify the effective date of termination, the material contract provisions alleged to have been violated, and the facts supporting the claimed violation or violations. If the party receiving the notice has not cured the default by the identified termination date or commenced to cure the default and be diligently working to complete a cure, this agreement may be terminated by providing an additional written notice of termination.

The 90 days' advance written notice of the alleged default in the agreement is intended to provide time for both parties to in good faith cooperatively address the identified violations and attempt to resolve the matter. The party initiating the written notice of termination will not incur any liability or obligation to the terminated party, other than payment of amounts due and owing and performance of obligations accrued in each case on or prior to the termination



date, as applicable. All funds due after termination will be established based on payments issued and charges incurred prior to termination and, as appropriate, a refund or bill will be issued and paid within 60 days of the date of termination.

**ARTICLE 19. DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final.

**ARTICLE 20. ENTIRE AGREEMENT**

This document is the entire agreement of the parties, who accept the terms of this agreement as shown by their signatures below. In the event the parties duly execute any amendment to this agreement, the terms of such amendment will supersede the terms of this agreement to the extent of any inconsistency.

**ARTICLE 21. COUNTERPARTS**

This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and if so, each of which shall be considered an original, all of which together shall constitute one and the same instrument.

Signed and sealed by the parties on the dates shown:

**STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS**

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Jennifer Winkelman, Director

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

\_\_\_\_\_  
Michael Lim,  
Contracting Officer

**ATTEST:**

**Approved as to Form and  
Legal Sufficiency:**

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

\_\_\_\_\_  
Sean Kelley  
Acting Borough Attorney

**NOTARY ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Jennifer Winkelman, Director, State of Alaska, Department of Corrections.

\_\_\_\_\_  
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 Michael Lim, Contracting Officer, State of Alaska, Department of Corrections.

\_\_\_\_\_  
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 Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska Municipal Corporation, for and on behalf of the Corporation.

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

# Reference Copy

Introduced by:	Mayor
Date:	05/04/21
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

## **KENAI PENINSULA BOROUGH RESOLUTION 2021-035**

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SERVICES PROVIDED BY THE BOROUGH SOLDOTNA PUBLIC SAFETY COMMUNICATIONS CENTER FOR THE ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS, AND RATIFYING THE MAYOR'S SIGNATURE ON THE AGREEMENT WITH THE ALASKA DEPARTMENT OF PUBLIC SAFETY**

**WHEREAS,** the Kenai Peninsula Borough ("borough") and the State of Alaska Department of Public Safety ("DPS") have cooperatively operated a multi-agency E911 dispatch center staffed by both borough and state employees for over 32 years, initially located in the Alaska State Trooper E Detachment headquarters building in Soldotna, Alaska and since 2007 located in the Emergency Operations Center in Soldotna; and

**WHEREAS,** throughout the history of that relationship, both the borough and DPS have employed roughly half of the public safety dispatchers, and the SPSCC has been managed by a borough employee, the SPSCC Manager; and

**WHEREAS,** in 2019 the DPS informed the borough it was intending to make significant changes to its provision of dispatch services at the SPSCC, and thereafter stopped filling vacant state positions at the center, which resulted in much higher overtime costs for the borough, which the DPS subsequently paid to the borough pursuant to the existing agreement; and

**WHEREAS,** after numerous discussions between the parties, on February 28, 2020, the borough gave the DPS notice of its intent to withdraw from the agreement with the state as of June 30, 2021, with the intent to continue to discuss the transition and work towards a new agreement that would meet both parties' needs for a successful outcome; and

**WHEREAS,** as a part of this process the borough conducted an audit of the services it provides to the DPS as well as numerous other agencies and borough service areas so it could more accurately identify services provided and costs associated with the services provided to each such agency; and

**WHEREAS,** in addition to the DPS, the SPSCC provides services to three other Alaska State agencies, five borough fire and emergency medical service ("EMS") areas, three private volunteer fire and EMS organizations in the borough, the Soldotna Police



# Reference Copy

Department, and the US Forestry Service, US Fish and Wildlife Protection, and the National Oceanic and Atmospheric Administration; and

**WHEREAS,** following numerous negotiations the DPS and KPB negotiated a new agreement in which the KPB will provide SPSCC emergency call taking, dispatching and other related services to the DPS for a fee, and all personnel in the SPSCC shall be KPB personnel; and

**WHEREAS,** that newly negotiated agreement was executed April 12, 2021 but assembly ratification of the signed agreement is necessary for the agreement to become effective; and

**WHEREAS,** the administration is also preparing draft agreements to be negotiated with the other agencies served by the SPSCC that will be provided to the assembly for review and authorization to sign when agreements are reached with each agency;

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

**SECTION 1.** That the assembly ratifies the mayor's execution of the attached Dispatch Services Agreement between the DPS and the Kenai Peninsula Borough signed April 12, 2021.

**SECTION 2.** That the mayor is authorized to execute a Memorandum of Agreement with the Alaska Department of Natural Resources, Division of Parks & Outdoor Recreation substantially in the form of the MOA accompanying this resolution.

**SECTION 3.** That this resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF MAY, 2021.**

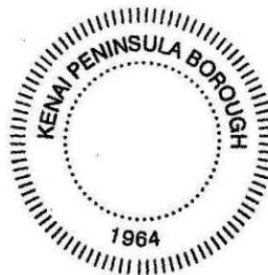


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



# Reference Copy

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

# Reference Copy

## **DISPATCH SERVICES AGREEMENT BETWEEN STATE OF ALASKA DEPARTMENT OF PUBLIC SAFETY AND THE KENAI PENINSULA BOROUGH**

### **ARTICLE 1. PARTIES**

The parties to this agreement are the State of Alaska Department of Public Safety (DPS) and the Kenai Peninsula Borough (KPB).

### **ARTICLE 2. PURPOSE**

The Kenai Peninsula Borough, Soldotna Public Safety Communications Center (SPSCC) will provide dispatch services to DPS in accordance with the terms and conditions of this agreement.

### **ARTICLE 3. DEFINITIONS**

"24/7" means twenty-four hours a day, seven days a week.

"CJIS Security Policy" means the US Department of Justice Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy version 5.9 dated June 1, 2020.

"Continuous" means without interruption or delay.

"Dispatch" and "Dispatching" means the interpretation of request for service information and the transmission of that information to an agency for their response, as well as the recording of communications related to that response.

"DPS" means the organization and functions of the State of Alaska Department of Public Safety.

"DPS Dispatch Service Area" means the Kenai Peninsula Borough and the geographic area served by only the Soldotna, Seward, and Anchor Point posts of DPS A Detachment. "DPS" means the organization and functions of



the State of Alaska Department of Public Safety to include Alaska State Troopers, Alaska Wildlife Troopers and Judicial Services.

"SPSCC" means the regional dispatch center facility and organization owned and operated by the Kenai Peninsula Borough located at 253 Wilson Lane, Soldotna, AK 99669".

"Monitoring" means the attention of dispatch personnel to a radio communications channel and responding in a prompt and affirmative manner when the dispatch center designator is called; it also refers to the constant observation and response to a computer screen or terminal for time-sensitive messages.

#### **ARTICLE 4. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

The effective date of this agreement is July 1, 2021. This agreement shall expire on June 30, 2022 unless otherwise amended in accordance with this agreement. This agreement also includes four – one-year renewal options exercisable by either party. All renewal options shall be exercised in writing with nine months' advance notice to the other party. All exercised renewal options shall be executed via written amendment to the agreement. Renewal rates shall be negotiated based upon the COLA, call volumes and other services provided.

#### **ARTICLE 5. SCOPE OF SERVICES TO BE PERFORMED BY SPSCC**

SPSCC will provide the services described in this agreement in a manner that does not discriminate concerning the level of service provided based on calls from the public or the agency to which the call is directed, but which may be prioritized based on the nature of the call.

SPSCC is required to affirmatively identify any questions or issues with DPS methods, means, procedures or communications protocols that impact SPSCC's ability to provide services. DPS will respond in a timely manner with specific clarification or will undertake consideration of proposed changes to operating procedures.

##### **a. Facility**

SPSCC will provide a secure facility for its operations and will comply with the applicable requirements of CJIS Security Policy section.

**b. Requests for Service**

SPSCC will receive calls from the public and requests for service from any source on a 24 hour per day, seven days a week basis originating from telephone calls, radio communications, or other electronic means including the National Crime Information Center ("NCIC")/National Law Enforcement Telecommunications ("NLETS"), electronic mail and facsimile.

Nothing in this provision authorizes SPSCC to respond to calls outside the DPS Dispatch Service Area. Should that occur, additional fees may be incurred.

All requests for service, regardless of geographic location or source, will be communicated to the appropriate public safety entity, DPS post or officer whether or not located within the Dispatch Service Area, using the same screening and prioritization criteria as requests received from or within the Dispatch Service Area.

**c. 911 Calls**

DPS shall not otherwise direct the routing of 911 calls outside the DPS Dispatch Service Area to be received by SPSCC unless both parties first reach a signed written agreement to amend services as such.

**d. Administrative Calls**

SPSCC will answer and appropriately route administrative calls on behalf of DPS. DPS will be responsible for forwarding administrative calls to interface with the KPB-owned phone lines integrated into the 911-management software system. DPS will also be responsible for insuring DPS recipients of returned calls are provisioned with voicemail services for the purpose of message taking. Any changes made to the DPS administrative phone lines call forwarding must be discussed with KPB no less than 30 days before the change is made.

**e. Dispatch Services**

SPSCC will dispatch DPS resources consistent with DPS's statutory law enforcement and public safety responsibilities.

SPSCC staff will capture in CAD incident history all DPS staff or unit activities and status changes directed to SPSCC via radio or telephone, as well as

service requests directed to SPSCC originating from DPS.

SPSCC will receive and record the availability and activity of any DPS member communicated through radio channels. This will include an off-duty DPS member using a radio to relay a call for service requirement for assignment to an on-duty DPS officer or a request for another agency to respond.

SPSCC will relay any priority support request ('officer needs assist') immediately to DPS units as well as adjacent jurisdiction's law enforcement agencies. Coordination of subsequent communications shall occur according to adopted inter-agency procedures.

**f. Radio Channels**

All CJIS-related information will only be transmitted on encrypted talk groups. SPSCC will exercise due diligence when broadcasting Personally Identifiable Information (PII) over radio channels.

SPSCC will have the following A Detachment talk groups on 'Selected' audio and monitored by dispatch personnel at one or more console positions 24 hours per day:

AST E (A) Dispatch

SPSCC will monitor A Detachment talk groups on "Unselected" audio and monitored by dispatch personnel at one or more console positions 24 hours per day:

AST E (A) NCIC      AST E (A) TRAF

AST E (A) TAC

DPS will provide SPSCC with a DPS-recommended list of Ten Code abbreviations for use by and with SPSCC over DPS radio talk groups.

As operational requirements change and demand for services increases, DPS may request that one or more additional talk groups be monitored on a temporary basis. DPS will be required to provide advance notification when possible, but SPSCC will otherwise provide their reasonable best efforts to allocate staffing to accommodate surges in radio communications demands.



**Computer Aided Dispatch**

All calls for service that conform to DPS incident types shall be recorded in SPSCC's CAD system. SPSCC may codify and enter other incident types at its own discretion.

**g. Database Inquiry and Update**

SPSCC will query available law enforcement database systems as requested by DPS personnel. These queries may include subject, vehicle, location, property or other law enforcement databases.

SPSCC will monitor at least one APSIN/NCIC terminal position 24 hours a day. SPSCC will reply to APSIN/NCIC confirmation requests as received. Confirmation requests may be received through APSIN/NCIC/NLETS messaging or via telephone call. Confirmations to requesting entities will be provided within ten minutes or one hour as required by applicable CJIS standards.

Courts operate on Saturdays and after-hours magistrate orders may occur; for these circumstances, recording of warrants and protective orders in APSIN & NCIC within the Dispatch Service Area will be supported by SPSCC.

The origination of documents may include Kenai Courts as well as DPS Judicial Services. Court documents arriving with a known court facsimile number (header) and/or a judge's signature will be considered valid.

If an officer receives and serves a warrant (i.e., goes directly from the magistrate, arrests the individual and then remands to jail), it is not necessary to enter and update the warrant in APSIN/NCIC after the fact. Warrant entry is only necessary if there is any likelihood that another agency may need to know and act on the warrant.

**h. ARMS Incident Entry**

SPSCC staff will perform data entry of incident report information into ARMS based on the DPS-provided incident types and officer activity within the DPS Dispatch Service Area. SPSCC will make best efforts consistent with established policies, procedures and protocols to obtain and record incident information.

This information entry will include the following: CAD incident number, incident classification (type and priority), incident location, reporting party name, officer assigned, and, any involved vehicles. This data entry will only be required once per ARMS incident number (i.e., updates to ARMS incidents once created by SPSCC will be made by DPS personnel).

DPS will endeavor to support integration between SPSCC's CAD system and ARMS. Until such time the integration is established, SPSCC's data entry duties will remain as they are currently as mentioned in the above paragraph.

**i. Special Operations**

On occasion, DPS may deploy special operations teams that require specific dispatch support in terms of temporary modifications to SPSCC's staffing requirements. These teams may consist of entirely DPS personnel or multi-agency teams. DPS will include SPSCC staff in pre-operation planning to communicate specific roles and expectations of dispatch center support.

**j. Surges in SPSCC Demands**

If SPSCC experiences an unexpected demand for service, a manager or supervisor may contact DPS and request specific relief such as a pause in targeted enforcement activities.

DPS will not unreasonably refuse these requests, but the parties recognize that public safety and DPS operational requirements may occasionally preclude any short-term changes to radio protocols.

**k. SPSCC Personnel**

SPSCC will recruit, train and schedule sufficient qualified personnel to perform the call taking and dispatch tasks required of this agreement. SPSCC will determine the specific minimum performance criteria for their staffing requirements.

SPSCC will determine the necessary number of positions and specific qualifications for shift tasking.

**ARTICLE 6. SPSCC PROVIDED TECHNOLOGY**

SPSCC will be the primary point of contact for its contractors and technology providers, including the management of vendor scope of services, configuration change requests, trouble reporting, updates, upgrades and quotations for additional services.

**a. Telephone System**

SPSCC will provide a telephone system sufficient to accept and place telephone calls to and from the public switched (carrier) telephone network.

**b. Radio Consoles**

SPSCC will own and maintain all radio console equipment established at SPSCC's facilities.

**c. Computer Aided Dispatch**

SPSCC will provide a redundant computer aided dispatch capability that supports incident entry, incident tracking, unit tracking, unit status, APSIN/NCIC inquiry, call taking and dispatch protocols.

**d. Remote Access**

SPSCC will provide remote, read-only access to the KPB-owned CAD system (CADView) to DPS personnel.

This access is intended to allow DPS at A Detachment to query CAD history for the purpose of incident research and unit activity.

**e. ARMS Access**

SPSCC will provide for and support the installation of ARMS-capable computers and displays in the dispatch center.

**f. Logging Recorder**

SPSCC will provide for an audio recording system that will record and archive telephone calls and voice radio traffic. Communications to be recorded for DPS purposes include:



- All inbound and outbound 911 calls
- Inbound and outbound telephone calls identified specifically for DPS Radio talk groups to be recorded for DPS purposes include:
  - ASTE (A) Dispatch
  - ASTE (A) TAC
  - ASTE (A) TRAF
  - ASTE (A) NCIC

SPSCC will provide access to a logging recorder to copy selected telephone and radio talk group recordings onto transportable electronic media such as a CD-ROM or thumb drive. DPS will be responsible for costs associated with making copies for all DPS related audio records.

**g. Geographic Information**

SPSCC will utilize the authoritative GIS data maintained by the Kenai borough within the calling area for use in determining the origin of calls for service and the location of DPS personnel and the public.

This may include wall maps, map books and other electronic references.

**ARTICLE 7. RELEASE OF INFORMATION**

**a. Records Requests**

SPSCC will route any DPS public records information requests to DPS. Public requests for DPS information shall be forwarded to DPS within one business day of receipt. Public record requests will continue to be processed by allowing DPS personnel access to information within the secure SPSCC Public Safety network

**b. Public Information Office**

SPSCC will provide information to members of the DPS Public Information Office (PIO) upon request.

Requests for information from news outlets, press and journalists shall be forwarded to the DPS PIO as soon as possible.

**c. Public Reports**

All records kept by SPSCC in support of this agreement shall be the property of SPSCC and these records shall be made available to DPS upon reasonable notice.

**d. Records Retention**

The ability for DPS to review written or electronic records held by SPSCC continues for five years after the termination of this agreement.

SPSCC will otherwise comply with state and federal criminal justice requirements for retention of access logs, database maintenance (edits) and audit trails, in particular State of Alaska Records Retention and Disposition Schedule No. 12-391.1.

Audio recordings of telephone calls and radio traffic shall be maintained by SPSCC for three years unless otherwise required by law.

**ARTICLE 8. EQUIPMENT AND SERVICES TO BE PROVIDED BY DPS****a. Inter-Agency Communications**

DPS will identify a primary and secondary point of contact for SPSCC to use with formal administrative communications. This is intended to provide a reliable and consistent means of transmitting and receiving technical and operational information as well as accountability for complaints and contractual issues.

**b. Contact Information**

DPS will provide a comprehensive listing of members to SPSCC to include telephone contact information and assigned radio designators. The list will be updated by DPS as changes occur, but no less than monthly. This list contains confidential information and will be protected from disclosure or further dissemination by SPSCC.

DPS will facilitate the provision of a list containing the statewide radio designators of all units using ALMR resources.

**c. Operational Directives and Protocols**

SPSCC will incorporate DPS policies and procedures as appropriate into SPSCC Policy and Procedures documentation as well as internal training and reference materials. SPSCC may at its discretion incorporate DPS protocols into automated (CAD) call taking screens.

**d. APSIN/NCIC**

SPSCC will continue to conform and comply with prior agreements relating to CJIS information including:

- CJIS Systems User Agreement
- Holder of Record Agreements for DPS

**e. ARMS**

DPS will provide SPSCC with user (application) access to ARMS for each dispatch and admin workstation position. DPS will issue and maintain access credentials for SPSCC employees.

DPS will provide initial and on-going ARMS application training and workflow familiarization to SPSCC employees. Candidates for training will be previously APSIN-certified.

Subsequent CJIS audits of SPSCC may include ARMS data management activities performed by SPSCC.

**f. Electronic Mail**

All SPSCC employees will maintain KPB email accounts as their primary email communications system.

**g. Technical Trouble Reporting**

SPSCC will promptly notify DPS of any outage or interruption in service of any DPS or Office of Information Technology provided technology or telecommunications service.



## **ARTICLE 9. SPSCC MANAGEMENT REPORTING**

### **a. DPS CAD Incidents**

Monthly statistics that fall within SPSCC CAD reporting capabilities to include:

- Call date
- Call time
- Call duration
- Unit assigned
- Call for Service Number (CFS)
- Location/Address
- Call Type (Problem/Nature Code)

- Monthly statistics that fall within SPSCC CAD reporting capabilities.

## **ARTICLE 10. COMPLIANCE WITH LAWS AND PERMITS**

The KPB shall comply with all statutes, ordinances, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof which are applicable to the KPB for the services provided under this agreement.

## **ARTICLE 11. APPLICABLE LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

## **ARTICLE 12. NO ASSIGNMENT OR DELEGATION**

The Kenai Peninsula Borough shall not assign or delegate this agreement, or any part of it, or any right to any of the money to be paid under it except with the written approval of DPS.

## **ARTICLE 13. INDEMNIFICATION**

Subject to the appropriation of available funds to pay the costs of the borough obligations incurred in this paragraph, which the parties agree is legally at the sole discretion of the borough assembly and that this contract imposes no duty to appropriate funds upon the assembly, the Kenai Peninsula Borough agrees to indemnify, hold harmless, and defend DPS from and

against any claim of, or liability for error, omission or negligent act of the Kenai Peninsula Borough under this agreement. The Kenai Peninsula Borough shall not be required to indemnify DPS for a claim of, or liability for, the independent negligence of DPS. If there is a claim of, or liability for, the joint negligent error or omission of the Kenai Peninsula Borough and the independent negligence of DPS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Kenai Peninsula Borough" and "DPS", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DPS's selection, administration, monitoring, or controlling of the Kenai Peninsula Borough and in approving or accepting the Kenai Peninsula Borough's work.

#### **ARTICLE 14. INSURANCE**

The Kenai Peninsula Borough maintains a self-insured retention for physical damage and liability exposures that is supported by the financial resources of the Kenai Peninsula Borough. Additionally, the Kenai Peninsula Borough shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Kenai Peninsula Borough's policy contains higher limits, DPS shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DPS prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Kenai Peninsula Borough's services under this agreement. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes (AS) Title 21.

**Workers' Compensation Insurance:** The Kenai Peninsula Borough shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

**Commercial General Liability Insurance:** covering all business premises and operations used by the Kenai Peninsula Borough in the performance of

services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the Kenai Peninsula Borough in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Professional liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

#### **ARTICLE 15. CHANGES AND AMENDMENTS**

Changes and/or amendments to this agreement shall be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person shall be interpreted as amending or otherwise affecting the terms of this agreement. Any party to this agreement may request that it be amended, whereupon the parties will consult to consider such amendment.

This agreement includes four – one-year renewal options, to be exercised solely at the discretion of DPS. If a renewal option is not exercised by DPS, the agreement shall be considered expired on the expiration date noted in Article 4 and does not require notification of such by DPS. All exercised renewal options shall be executed via written amendment to the agreement. DPS may enter into a month-to-month holdover extension, prior to the expiration of the current agreement term. All exercised month-to-month holdover extensions shall be executed via written amendment to the agreement. DPS will provide the Kenai Peninsula Borough written notice 30 calendar days prior to cancellation of any month-to-month holdover extension.

#### **ARTICLE 16. PAYMENT FOR SERVICES**

The compensation for the following periods of the agreement shall equal the dollar amounts identified below:

July 1, 2021 to June 30, 2022	\$1,819,370.76
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The price for this agreement will remain firm and not fluctuate for the entire term of the agreement. Any request for an adjustment to the time, scope, or cost of the agreement must be negotiated between the KPB and DPS.

The DPS is not responsible for and will not pay local, state, or federal taxes. All costs associated with the agreement must be stated in U.S. currency.

The DPS is a government entity and it is understood and agreed that the DPS's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of an agreement is contingent upon Legislative appropriation. The state reserves the right to terminate the agreement in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the state to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the state shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

#### **ARTICLE 17. INVOICES**

The KPB shall submit a properly documented invoice the first month of every quarterly period in accordance with the State of Alaska fiscal year. The State of Alaska fiscal year starts July 1st and ends June 30th. Payment for services provided under this agreement shall be made as indicated below:

Payment to the Kenai Peninsula Borough is contingent upon the Kenai Peninsula Borough delivering a properly documented invoice to DPS.

Every invoice shall include the following information:

- Agreement number;
- Identification of the billing period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

# Reference Copy

Page 15 of 17

Dispatch Services Agreement Between Kenai Peninsula Borough  
Alaska Department of Public Safety

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The Kenai Peninsula Borough shall send invoices to:

State of Alaska  
Department of Public Safety  
Office of the Commissioner  
5700 East Tudor Road  
Anchorage, AK 99507-1225  
Email: DPS.AST.DIRECTORS.OFFICE@alaska.gov

Questions concerning payment must be addressed to the DPS point of contact identified above. Invoices from the KPB will be paid by DPS within 30 days of the date of invoice or interest will apply. Invoicing will occur within the first 15 days of the period covered.

<b><u>Period Covered</u></b>	<b>Amount</b>
July 1, 2021 -September 30, 2021	\$454,842.69
October 1, 2021 – December 31, 2021	\$454,842.69
January 1, 2022 – March 31, 2022	\$454,842.69
April 1, 2022 -June 30, 2022	\$454,842.69

## **ARTICLE 18. NOTICES.**

Notices: Notices by the parties pursuant to this agreement shall be sent to the following addresses:

Borough Mayor  
144 N. Binkley Street  
Soldotna, AK 99669  
Email: cpierce@kpb.us

State of Alaska  
Department of Public Safety  
Office of the Commissioner  
5700 East Tudor Road  
Anchorage, AK 99507-1225  
Email: DPS.AST.DIRECTORS.OFFICE@alaska.gov

# Reference Copy

Page 22 of 23

Dispatch Services Agreement Between Kenai Peninsula Borough  
Alaska Department of Public Safety

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## **ARTICLE 19. TERMINATION**

Either party may terminate this agreement at any time prior to its expiration date, with or without cause, by giving the other party at least nine months' prior written notice of termination. The party initiating the written notice of termination will not incur any liability or obligation to the terminated party, other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date. The party receiving the written notice of termination will take immediate steps to stop the accrual of any additional obligations that might require payment. All funds due after termination will be established based on payments issued prior to termination and, as appropriate, a refund or bill will be issued.

## **ARTICLE 20. DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, before a party files a superior court action, the dispute will proceed to alternative dispute resolution using a method and mediator mutually agreed upon by the parties, with the costs shared equally.

## **ARTICLE 21. ENTIRE AGREEMENT**

This document is the entire agreement of the parties, who accept the terms of this agreement as shown by their signatures below. In the event the parties duly execute any amendment to this agreement, the terms of such amendment will supersede the terms of this agreement to the extent of any inconsistency.

Signed and sealed by the parties on the dates shown:

STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY

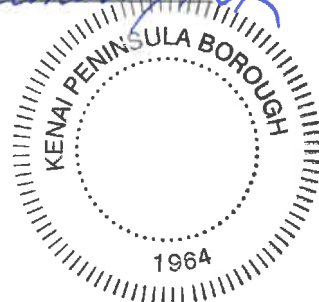
KENAI PENINSULA BOROUGH



Leon Morgan  
Deputy Commissioner



Charlie Pierce  
Mayor







# Reference Copy

## **MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS & OUTDOOR RECREATION AND THE KENAI PENINSULA BOROUGH FOR DISPATCH SERVICES**

This Memorandum of Agreement (MOA) is hereby entered into by and between the Alaska Department of Natural Resources, Division of Parks & Outdoor Recreation (State Parks), and the Kenai Peninsula Borough (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC).

### **A. Purpose**

The purpose of this MOA is to provide for the continuation of dispatch services for state park rangers on the Kenai Peninsula and southern portion of Chugach State Park. State park rangers conduct law enforcement patrols, participate in search and rescues, and respond to public safety incidents. The SPSCC, a KPB department, provides dispatch services to the KPB and other agencies. This MOA will establish a partnership between State Parks and the KPB, on behalf of the SPSCC, that will enhance communication and interaction with these organizations.

### **B. SPSCC Shall:**

1. Provide radio dispatch coverage for state park rangers on the Kenai Peninsula and southern portion of Chugach State Park. The area that SPSCC will provide service will be from Mile 115 Seward Highway beginning at the Chugach State Park Office extending southbound on Seward Highway to include State Park facilities and trailheads off the Seward Highway and the Kenai Peninsula/Prince William Sound State Park facilities/area to include Homer and Seward. In addition, SPSCC will provide dispatch services extending to Eagle River for search and rescue services only.
2. Be responsible for entries of locates into the Alaska Public Safety Information Network (APSIN) on behalf of the State Park rangers covered by this agreement.
3. Conduct regular welfare checks on State Park rangers consistent with SPSCC Policy and Procedure Manual, section 2016.

### **C. State Parks Shall:**

1. Provide SPSCC with a list of all commissioned park rangers that includes contact information.

# Reference Copy

2. Provide SPSCC with a schedule of when park rangers are working. State Parks will provide this schedule to SPSCC monthly. Any changes to the schedule will be communicated to SPSCC in a timely manner by providing SPSCC an updated shift calendar.
3. Require each park ranger to contact SPSCC and identify when they are in and out of service.
4. Require each park ranger to report the area and duration of specialized patrols such as boat and snow machine patrols.
5. Assign and track case numbers for law enforcement and public safety activities.
6. Be responsible for all clerical support, excluding that which is stated in Section B(2).

## **D. It is Mutually Agreed by All Parties That:**

1. State Parks shall pay the KPB the equivalent of \$51,631.87 for the borough's fiscal year 2022. The KPB will submit an invoice to State Parks by July 1 each year thereafter in an amount based upon the estimated cost incurred by SPCSS attributable to services provided by the SPSCC for State Parks. The payment will be due in full by September 30 each year. If the payment is not received in full by the due date then this agreement shall terminate by the close of business the next business day.
2. The KPB's fiscal year, and the basis for this agreement, is July 1 to June 30.
3. State Parks and SPSCC shall prepare a Department of Public Safety Holder of Record Agreement so SPSCC is the primary agency for entering and clearing locates in APSIN.
4. This MOA is effective July 1, 2021 and valid through June 30, 2022. The MOA may be extended for one additional one-year term upon mutual written agreement of both parties.
5. Except for termination for non-payment, in the event that either party desires to withdraw from this Agreement before the end of the term, or any extensions thereof, written notice of termination must be provided no later than January 1 for the subsequent KPB fiscal year.



# Reference Copy

6. Each person signing this Agreement warrants that he or she has authority to sign the Agreement and bind their respective entities. This Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and each of which when executed shall constitute an original and all of which together shall constitute one and the same instrument. This agreement may be modified in writing with the consent of all parties.

KENAI PENINSULA BOROUGH

STATE OF ALASKA, DEPARTMENT OF  
NATURAL RESOURCES

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

\_\_\_\_\_  
Ricky Gease, Director  
Division of Parks & Outdoor Recreation

ATTEST:

AGREEMENT APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

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

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

(KPB Seal)

## **KPB ACKNOWLEDGEMENT**

STATE OF ALASKA                     )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

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

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

# Reference Copy

## STATE ACKNOWLEDGEMENT

STATE OF ALASKA                                 )  
  ) ss.  
THIRD JUDICIAL DISTRICT                     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Ricky Gease, Director**, State of Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation.

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

Introduced by:	Mayor
Date:	10/26/21
Hearing:	11/09/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-24**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE WESTERN EMERGENCY  
SERVICE AREA OPERATING FUND FOR THE PURPOSE OF PURCHASING TWO  
PIECES OF FIRE APPARATUS**

**WHEREAS,** Central Emergency Services (“CES”) currently has a surplus engine and tanker available for purchase and Western Emergency Service Area (“WESA”) would like to acquire both of these in order to upgrade its current fleet; and

**WHEREAS,** both apparatuses are 20 plus years newer than the current ones in service and they will replace vehicles in Ninilchik and Nikolaevsk; and

**WHEREAS,** these vehicles are safer for our responders as they provide more modern safety features, such as shoulder seat belts and air bags and have increased pumping capacity, which will provide for improved firefighting capabilities over the replaced apparatus; and

**WHEREAS,** this ordinance appropriates \$24,240 from the WESA Operating Fund fund balance to be transferred to the WESA Capital Project Fund for the purchase of a 2008 engine and a 2007 tanker; and

**WHEREAS,** at its regular meeting of October 13, 2021, the WESA board recommended approval of this ordinance;

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

**SECTION 1.** That the amount of \$24,240 is appropriated from the Western Emergency Service Area Operating Fund fund balance to be transferred to the Western Emergency Service Area Capital Project Fund account number 444.51410.22ERV.49999 to purchase two surplus apparatus from CES.

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

**SECTION 3.** This ordinance shall become effective immediately upon enactment.



**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

---

, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Western Emergency Services

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*  
Roy Browning, CES Fire Chief *RB*

**FROM:** Jon Marsh, WES Fire Chief *JM*

**DATE:** October 14, 2021

**RE:** Ordinance 2021-19-24 Appropriating Funds from the Western Emergency Service Area Operating Fund for the Purpose of Purchasing Two Pieces of Fire Apparatus (Mayor)

Central Emergency Services (CES) currently has a surplus engine and tanker available for purchase. Western Emergency Service Area (WESA) would like to acquire both of these in order to upgrade its current fleet. Both of the apparatuses are 20 plus years newer than the current vehicles in Ninilchik and Nikolaevsk that they will replace. These vehicles are safer for responders as they provide more modern safety features, such as shoulder seat belts and air bags. Both vehicles have increased pumping capacity, which will provide for improved firefighting capabilities over the replaced apparatus.

The CES surplus tanker is a 2007 H&W 3,000-gallon tanker with a 1,250 GPM pump. This tanker will replace a 1985 GMC 2500-gallon tanker with a 500 GPM pump at the Nikolaevsk station. The purchase price is \$14,000 plus the 1% applicable admin service fee.

The CES surplus engine is a 2008 H&W 1000-gallon engine with a 1,500 GPM pump. This engine will replace a 1985 GMC 2,000-gallon engine with a 1,250 GPM pump at the Ninilchik station. The purchase price is \$10,000 plus the 1% applicable admin service fee.

WES is requesting that \$24,240 be appropriated from its Operating Fund fund balance to be transferred to the Capital Project Fund in order to complete the purchase.

The WESA Board will consider the recommendation to purchase these vehicles at its October 13, 2021 meeting. The board's recommendation will be provided to the assembly prior to the hearing on this ordinance.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.:	<u>209.27910</u>
Amount:	<u>\$24,240.00</u>
By: <i>PP</i>	Date: <u>10/13/2021</u>

Introduced by:	Mayor
Date:	10/26/21
Hearing:	11/09/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-25**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL FUND FOR THE  
PURPOSE OF PAYING COSTS ASSOCIATED WITH IMPLEMENTING THE CITY  
OF SELDOVIA INCREASE IN CITY SALES TAX RATE FROM 4.5% IN THE  
SECOND AND THIRD QUARTER TO 6.5%, VOTED ON BY THE QUALIFIED  
VOTERS OF THE CITY OF SELDOVIA**

**WHEREAS,** per Alaska State Statute 29.45, the Kenai Peninsula Borough (“Borough”), a second class borough, is required to administer and collect the sales taxes imposed by incorporated cities within its boundaries; and

**WHEREAS,** it is the responsibility of the Borough’s Finance Department (Finance Department) to administer, collect and remit back to the city on a monthly basis, sales and property taxes on behalf the city of Seldovia, along with four other incorporated cities; and

**WHEREAS,** in August 2021, the Finance Department was notified that the city of Seldovia was considering a change to its city sales tax rate and that a ballot proposition would be considered in the October 2021 election to change the second and third quarter sales tax rate from 4.5% to 6.5%; and

**WHEREAS,** the qualified voters of the city of Seldovia have passed the ballot proposition to change the second and third quarter sales tax rate from 4.5% to 6.5%; and

**WHEREAS,** in order to effectively implement the change to the city of Seldovia sales tax rate, the Finance Department is requesting an appropriation of \$8,100 for temporary hours, postage, form changes, software changes, advertising and any other additional costs associated with the project;

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

**SECTION 1.** That the amount of \$8,100 is appropriated from the General Fund fund balance to account 100.11441.22STX.49999 to cover the cost of implementation the city of Seldovia second and third quarter sales tax rate change.

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



**SECTION 3.** This ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

\_\_\_\_\_  
, Assembly President

ATTEST:

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

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

### MEMORANDUM

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

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

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

**DATE:** October 14, 2021

**RE:** Ordinance 2021-19-25 Appropriating Funds from the General Fund for The Purpose of Paying Costs Associated with Implementing the City of Seldovia Increase in City Sales Tax Rate From 4.5% in the Second and Third Quarter to 6.5%, Voted on by the Qualified Voters of the City of Seldovia (Mayor)

Per Alaska Statute §29.35.170, the Kenai Peninsula Borough (KPB), a second class borough, is required to administer and collect the sales taxes imposed by incorporated cities within its boundaries. Therefore, the KPB Finance Department administers, collects and remits on a monthly basis, sales tax on behalf the City of Seldovia, along with four other incorporated cities sales taxes.

In August 2021, the KPB Finance Department was notified that the city of Seldovia was considering a change to its city sales tax rate and that a ballot proposition would be considered in the October 2021 election to change the second and third quarter sales tax rate from 4.5% to 6.5%. The city of Seldovia currently imposes a seasonal sales tax structure, where the first and fourth quarters have a city sales tax rate of 2.5% and the second and third quarters have a 4.5% rate.

The qualified voters of the city of Seldovia have passed the ballot proposition to change the second and third quarter sales tax rate from 4.5% to 6.5%.

In order to effectively implement the change to the city of Seldovia sales tax rate, the KPB Finance Department is requesting an appropriation of \$8,100 for temporary hours, postage, form changes, software changes, advertising and any other additional costs associated with the project.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>100.27910</u>
Amount	<u>\$8,100</u>
By: <i>PP</i>	Date: <u>10/13/2021</u>

Introduced by: NATHAN  
 Date: 08/16/2021  
 Public Hearing: 08/16/2021  
 Action: Enacted  
 Vote: 5 Yes, 1 No

**CITY OF SELDOVIA**  
**ORDINANCE 22-02 – As amended**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELDOVIA, ALASKA, AMENDING SMC 3.08.010 AND 3.08.020 TO PROVIDE FOR AN INCREASE IN THE RATE OF THE CITY SALES TAX FROM 4.5% IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> QUARTER TO 6.5%, WITH THE INCREASE PROVIDING FUNDS TO PAY ON THE OBLIGATIONS INCURRED TO FINANCE THE ACQUISITION OF A ROAD GRADER AND THEN FUND THE PUBLIC WORKS AND MAINTENANCE DEPARTMENT; AND SUBMITTING THE QUESTION OF THE SALES TAX RATE INCREASE TO THE QUALIFIED VOTERS OF THE CITY AT THE OCTOBER 5, 2021 REGULAR CITY ELECTION.**

WHEREAS, The best interests of the citizens and property owners in the City of Seldovia ("City") require the City to acquire, construct, renovate, upgrade and undertake certain road improvement capital projects and acquire the resources needed to perform the duties necessary for these capital improvements; and

WHEREAS, The City will develop and adopt the Seldovia Safe Roads Program in FY 2022 to prioritize the maintenance needs of the City's most critical sections of unpaved roads; and

WHEREAS, Under the Seldovia Safe Roads Program and after prioritization is completed, the City will acquire an initial amount of road material to resurface and repair the most critical sections of unpaved roads; and

WHEREAS, A road grader is necessary in order to maintain City roads and fulfil the Seldovia Safe Roads Program, and City roads in need of maintenance could not be addressed by City staff if the City did not have the funding to acquire material necessary to maintain City roads or a functioning road grader; and

WHEREAS, The City's current 1984 road grader has reached the end of its useful life and the City is in need of a new road grader; and

WHEREAS, Since Fiscal Year 2017, the City has requested the Alaska State Legislature and the State of Alaska to provide capital funding in order to secure a road grader for Seldovia and those efforts have been unsuccessful; and

WHEREAS, The City deems it necessary to increase the rate of the City sales tax to provide funds to pay on the obligations incurred to finance the acquisition of the road grader, which is an essential component of the Seldovia Safe Roads Program and the city's rolling stock; and

WHEREAS, Once the loan or lease incurred in order to acquire a road grader is paid off, the increase in the rate of City sales tax will then be used to fund the Public Works and Maintenance Department; and

WHEREAS, Under the provisions of AS 29.45.700(b) and AS 29.45.670, the City may increase the rate of its sales tax only after an ordinance authorizing the increase is approved by a majority of those voting on the question at a regular or special election.



**NOW, THEREFORE, THE CITY COUNCIL OF SELDOVIA ORDAINS:**

**SECTION 1.** Seldovia Municipal Code 3.08.010 is amended to read as follows:

3.08.010 Sales tax—Levied. A consumer's tax in an amount to be set by ordinance as follows:

1 <sup>st</sup> qtr:	2%
2 <sup>nd</sup> qtr:	4.5% <b><u>6.5%</u></b>
3 <sup>rd</sup> qtr:	4.5% <b><u>6.5%</u></b>
4 <sup>th</sup> qtr:	2%

is levied by the City on all sales, rents and services within the City except as may be otherwise exempted by law.

**SECTION 2.** Seldovia Municipal Code 3.08.020 is amended to read as follows:

3.08.020 Dedication. The consumer's sales tax shall go to the general fund. After obligations incurred to finance the acquisition of a road grader have been paid off, a portion of the consumer's sales tax will go towards the Public Works and Maintenance Department as follows:

<b><u>During the 2<sup>nd</sup> qtr:</u></b>	<b><u>2%</u></b>
<b><u>During the 3<sup>rd</sup> qtr:</u></b>	<b><u>2%</u></b>

**SECTION 3.** The City shall submit the following proposition to the qualified voters of the City at the October 5, 2021 regular City election. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

PROPOSITION NO. \_\_\_\_  
CITY SALES TAX RATE INCREASE TO 6.5% DURING 2<sup>ND</sup> AND 3<sup>RD</sup> QUARTER (APRIL 1 –  
SEPTEMBER 30)

Shall the rate of the City sales tax be increased from 4.5% in the 2<sup>nd</sup> and 3<sup>rd</sup> quarter (April 1 – September 30) to 6.5% to provide for the purpose of paying on the obligations incurred to finance the acquisition of the road grader and then funding the Public Works and Maintenance Department once the obligations have been paid off?

**SECTION 4.** The proposition, both for paper ballots and machine ballots, shall be printed on a ballot and the following words shall be added as appropriate next to a space provided for marking the ballot for voting by hand or machine:

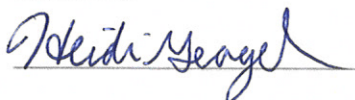
PROPOSITION NO. \_\_\_\_  
O YES  
O NO

**SECTION 5.** Sections 1 and 2 of this ordinance shall become effective only if the proposition described in Section 3 is approved by a majority of the qualified voters voting on the proposition at the October 5, 2021 regular City election. The remaining sections of this ordinance shall become effective upon passage.

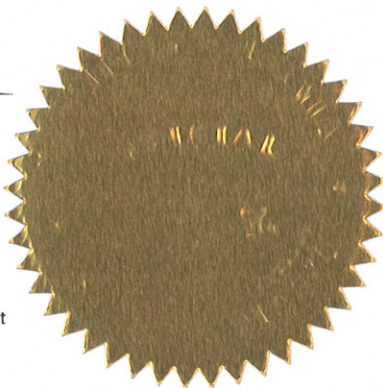
**SECTION 6.** Sections 1 and 2 of this Ordinance are of a permanent and general character and, if the proposition described in Section 3 is approved by a majority of the qualified voters voting on the proposition at the October 5, 2021 regular City election, shall be included in the City Code. The remainder of this ordinance is not of a permanent nature and as such, shall not be codified.

**ENACTED** by a duly constituted quorum of the City Council of the City of Seldovia, Alaska this 16<sup>th</sup> day of August, 2021.

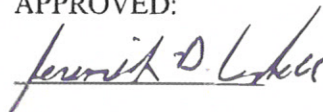
ATTEST:



Heidi Geagel, City Clerk



APPROVED:



Jeremiah Campbell, Mayor

Yes: Colberg, Morrison, Rojas, Nathan, Sweatt  
No: Payton

Introduced by:	Mayor
Date:	10/26/21
Hearing:	11/09/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-26**

**AN ORDINANCE APPROVING AND ACCEPTING \$316,015.89 FROM SOUTHERN  
REGION EMERGENCY MEDICAL SERVICE COUNCIL, ESTABLISHED BY THE  
STATE OF ALASKA OFFICE OF EMERGENCY MEDICAL SERVICES THROUGH  
THE AMERICAN RESCUE PLAN ACT OF 2021**

- WHEREAS,** the State of Alaska Office of Emergency Medical Services (“SOEMS”) received federal financial assistance through 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 way of 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,** SOEMS is supporting efforts to reduce patient surge impacts to hospitals by working with emergency medical service providers that provide Mobile Integrated Health Care Service (“Service”); and
- WHEREAS,** the Nikiski Fire Service Area meets the qualifications to be a pass-through recipient of the Funds in the amount of \$316,015.89 by providing this Service to the citizens within the service area; and
- WHEREAS,** eligible Service costs related to administration, coordination, treatments of out-of-hospital and the transportation to alternative locations may be reimbursed as part of reducing patient surge to Central Peninsula Hospital; and
- WHEREAS,** at its meeting held on \_\_\_\_\_, 2021, the Nikiski Fire Service Area Board recommended \_\_\_\_\_;

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

**SECTION 1.** That the Nikiski Fire Service Area is authorized to accept grant funds totaling \$316,015.89 from the State of Alaska Office of Emergency Management Services, Southern Region Emergency Management Services Council.



**SECTION 2.** That \$316,015.89 is appropriated to account 206.51110.22MIH.49999, the Nikiski Fire Service Area.

**SECTION 3.** 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 4.** This ordinance shall become effective retroactively on October 18, 2021.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

ATTEST:

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, Assembly President

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Trent Burnett, NFSA Acting Fire Chief *TB*  
Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

**DATE:** October 14, 2021

**SUBJECT:** Ordinance 2021-19-26 Approving and Accepting \$316,015.89 from Southern Region Emergency Medical Service Council, Established by the State of Alaska Office of Emergency Medical Services through 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 State Office of Emergency Medical Services (SOEMS) has received Federal funds from this grant, through the Alaska State Legislature, for reducing patient surge within hospitals in Fairbanks, Juneau, Anchorage, Mat-Su and Kenai Peninsula Boroughs.

The SOEMS intends to award a contract to the Nikiski Fire Service Area through Southern Region EMS Council to establish a Mobile Integrated Healthcare Program with a goal of reducing patient surge on Central Peninsula Hospital. The SOEMS through Southern Region EMS Council (SREMSC) will reimburse the Nikiski Fire Service Area a projected total of \$316,015.89 during the twenty-six-week grant period that shall be administered through a Memorandum of Agreement (MOA).

This matter is scheduled to come before the Nikiski Fire Service Area Board at its October 13, 2021 meeting. The board's recommendations will be provided to the assembly prior to the scheduled hearing on this ordinance.

**Attachments:**

Support letter from Dr. Mike Levy, Medical Director,  
Letter from State EMS office, and  
Budget sheet prepared by Finance

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account	<u>206.51110.22MIH.49999</u>
Am	<u>^316,015.89</u>
By <i>PP</i>	Date <u>10/13/2021</u>



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of  
Health and Social Services

DIVISION OF PUBLIC HEALTH  
Office of Emergency Medical Services

**Juneau- Certification, Licensing & Programs**

P.O. Box 110616  
350 Main Street, Suite 530  
Juneau, AK 99811-0616  
Main: 907.465.3140  
Fax: 907.465.4101

**Anchorage- Data & Programs**

3601 C Street, Suite 424  
Anchorage, Alaska 99503  
Main: 907.334.2596

October 1, 2021

Acting Chief Trent Burnett  
Nikiski Fire Department  
44800 Kenai Spur Hwy  
Nikiski, AK 99611

Dear Acting Chief Burnett:

The State Office of Emergency Medical Services (SOEMS) has received Federal funds from the America Rescue Plan Act, through the Alaska State Legislature, for reducing patient surge within hospitals in Fairbanks, Juneau, Anchorage, Mat-Su and Kenai Peninsula Boroughs.

Existing emergency medical service agencies can provide critical staffing resources to support hospitals utilizing a Mobile Integrated Health (MIH) model. MIH, or Community Paramedicine, model leverages the skills sets of local EMS staff to work within the scope of practice of their current department protocols to triage and treat in place, transport to alternative destinations for care, or monitor patients at home.

Discussions with leadership from Central Peninsula Hospital (CPH) have identified the following priorities where Nikiski Fire Department could assist with the goal of reducing patient surge on the hospital:

- Paramedic team(s) monitoring post discharged patients
- Monitoring Vitals, Mentation, Oxygen Saturation and Temperature
- Medication Delivery: PO, IV, SQ, IM,
- Out-of-hospital delivery of nebulized treatments, antibiotics, Monoclonal Antibodies

The SOEMS would like to provide your department with financial support to cover the costs of



providing MIH services directly related to administration, coordination, treatments out-of-hospital and the transportation to alternative location as part of reducing surge within CPH.

Please provide a cost proposal, expressed in a monthly rate, that could reasonably cover the costs for Nikiski Fire Department to provide the above listed services to patients that have been discharged from the hospital.

Thank you for your consideration.

Respectfully,

A handwritten signature in cursive script that reads "Terry L. Kadel".

Terry L. Kadel  
EMS Programs Specialist

# Nikiski Fire MIH-CP Program Budget Document

Categories	6 months (26.07wks) Projections	Weekly Budget Projection
<b>Revenue</b>		
Grant Funding		
<b>Expenses</b>		
<b>Payroll Expenses</b>		
Program Supervisor Wages	18,071.04	695.04
Program Supervisor OT Wages	6,367.92	244.92
Paramedic (MICP) Overtime Wages	133,726.32	5,143.32
EMT Partner Overtime Wages	133,726.32	5,143.32
<b>Total Payroll Expenses</b>	<b>291,891.60</b>	<b>11,226.60</b>
<b>Operations Expenses</b>		
<b>Administration</b>		
Insurance Premium	388.44	14.94
Medical Direction Contact Fee	5,651.02	217.35
Office Supplies and Postage	1,040.00	40.00
Telephone/Internet	504.40	19.40
Utilities	1,313.00	50.50
<b>Total Administration Expenses</b>	<b>8,896.86</b>	<b>342.19</b>
<b>Facilities / Equipment</b>		
Building Repairs/Maintenance	-	-
Communications	-	-
Computer Equipment (Laptop)	2,002.00	77.00
<b>Total Facilities Expenses</b>	<b>2,002.00</b>	<b>77.00</b>
<b>Vehicles</b>		
Ambulance /depreciation replacement value	9,178.00	353.00
Fuel	6,461.00	248.50
Repairs & Maintenance	390.00	15.00
<b>Total Vehicle Expenses</b>	<b>16,029.00</b>	<b>616.50</b>
<b>Miscellaneous Expenses</b>		
KPB General Svcs Administration Service Fee	7,970.49	306.56
Medical Supplies (operational)	5,460.00	210.00
Training (Continuing)	800.80	30.80
<b>Total Miscellaneous Expenses</b>	<b>6,260.80</b>	<b>240.80</b>
<b>Total Operational Expenses</b>	<b>33,188.66</b>	<b>1,276.49</b>
<b>Total Expenses</b>	<b>325,080.26</b>	<b>12,503.09</b>
<b>Requires appropriation</b>	<b>316,015.89</b>	
<b>Monthly Cost</b>	<b>54,180.04</b>	
<b>Weekly Cost</b>	<b>12,503.09</b>	
<b>Daily Cost</b>	<b>1,781.26</b>	

## Nikiski Fire Service Area

Kenai Peninsula Borough  
P.O. Box 8508  
Nikiski, Alaska 99635



907-776-6401 - Station #1  
907-283-8404 - Fax

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Tuesday, October 05, 2021

Mayor Charlie Pierce  
144 North Binkley Street  
Soldotna, AK 99669

**RE:** Nikiski Fire Department Mobile Integrated Healthcare Program

Dear Mayor Pierce,

As the Physician Medical Director for the Nikiski Fire Department, I wish to submit this letter of support for the implementation of a Mobile Integrated Health Program (MIH-CP) at Nikiski Fire Department. Given the recent rise of COVID-19 cases on the Kenai Peninsula and increased in hospitalizations, this program should provide significant benefit, not only the Nikiski Fire Service area, but the entire Kenai Peninsula Community by improving patient satisfaction and improving NFD readiness for other emergencies. By leveraging a proven national model of Mobile Integrated Health (MIH) utilizing community paramedics (CP), select patients will qualify for field triage, treatment and referral as well as post-discharge in-home monitoring and therapy.

The NFD MIH-CP program will allow Nikiski Fire Department to utilize community paramedics to help provide patient-centric care in which some conditions can be treated and monitored at home, without the need for ambulance transport as well as providing care that can facilitate safe, earlier discharge from the hospital for some patients by:

- Providing in-home preventive care to patients such as Covid-19 vaccinations and education
- Allowing for treatment in place and non-transport for certain stable patients in a shared-decision model
- Providing telephone and walk-in triage, advice or other assistance to non-urgent 911 callers and walk-ins; directing patients to destinations such as primary care, urgent care, and mental health or substance abuse treatment centers when appropriate and consistent with established protocols.
- Providing in-home care under my direction for administration of oxygen, the provision of such things as monoclonal antibodies and other FDA-approved therapies such as IV antibiotics for stable patients.

It is my understanding that Nikiski Fire Department will be working with the State of Alaska Office of EMS on an interim basis to provide funding for this MIH-CP program which should help alleviate any financial burden that this program may impose on Nikiski Fire Department or the Kenai Peninsula Borough. This program will operate under the aegis of the EMS Medical Director with established protocols and involved physician oversight to assure quality and competence.

A MIH-CP Program will be imperative to our community as we continue to deal with this crisis and seek to find solutions to navigating this pandemic effectively. The current crisis provides a



unique opportunity to allow NFD to establish an MIH program that will benefit the community long after the pandemic has been controlled. Thank you for your support and look forward to discussing this further to answer any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Levy".

Michael Levy, M.D. FAEMS, FACEP, FACP  
Medical Director  
Nikiski Fire Department  
EMS Medical Director Kenai Peninsula Borough  
mklevy10@gmail.com

Introduced by:	Mayor
Date:	10/26/21
Hearing:	11/09/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-27**

**AN ORDINANCE APPROVING AND ACCEPTING \$89,997 FROM THE U.S.  
DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION  
SERVICE FOR THE COMMUNITY COMPOST & FOOD WASTE RECOVERY  
PROGRAM AND ENTERING INTO A MEMORANDUM OF AGREEMENT  
WITH BRIDGES COMMUNITY RESOURCE CENTER, INC.  
TO ADMINISTER THE PROJECT**

**WHEREAS,** the U.S. Department of Agriculture, Natural Resource Conservation Service provided award notification to fund the Community Compost & Food Waste Recovery Program (“Program”) for the central Kenai Peninsula area in the amount of \$89,997; and

**WHEREAS,** the Program goal is to develop a centrally located composting program that benefits local growers and diverts materials that would otherwise be discarded in the landfill; and

**WHEREAS,** the Program will be managed by the Bridges Community Resource Center, Inc. doing business as Kenai Local Food Connection (“Bridges”) by way of a Memorandum of Agreement with the Kenai Peninsula Borough (“Borough”); and

**WHEREAS,** Bridges will provide the 25 percent match requirement in the amount of \$31,284.00 through in-kind contributions based on fair market values; and

**WHEREAS,** the standardized two percent administrative service fee established under Resolution 2013-022 is waived due to the fact that planning department personnel costs will be charged directly to the grant; and

**WHEREAS,** the Resilience & Security Advisory Commission provided support for the application and made recommendation for submission July 12, 2021; and

**WHEREAS,** it is in the best interest of the Borough to accept the funds;

**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 \$89,997 from the U.S. Department of the Agriculture, Natural Resources Conservation Service.

**SECTION 2.** That \$89,997 is appropriated to account 271.94910.CCFWR.49999 for the Community Compost and Food Waste Reduction Program.

**SECTION 3.** That the mayor is authorized to enter into and execute an agreement with Bridges Community Resource Center, Inc. doing business as Kenai Local Food Connection for the purpose of overseeing the Program.

**SECTION 4.** 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 5.** That the appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 6.** This ordinance becomes effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
\* 2021.**

\_\_\_\_\_  
, Assembly President

ATTEST:

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

Yes:

No:

Absent:



# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayc *CP*  
Melanie, Aeschliman, Planning Dir *MA*  
Brandi Harbaugh, Finance Director *BH*

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

**DATE:** October 14, 2021

**SUBJECT:** Ordinance 2021-19-27 Approving and Accepting \$89,997 from the U.S. Department of Agriculture, Natural Resources Conservation Service for the Community Compost & Food Waste Recovery Program and Entering into a Memorandum of Agreement with Bridges Community Resource Center, Inc. to Administer the Project (Mayor)

The U.S. Department of Agriculture, Natural Resource Conservation Service ("NRSC") provided award notification to fund the Community Compost & Food Waste Recovery Program ("Program") for the central peninsula area in the amount of \$89,997. The primary goal of the project is to execute an initial composting program centrally located with a long-term objective of a sustainable community compost program on the Kenai Peninsula that is scalable with community involvement.

The Borough request approval to waive the two percent, required administrative service fee in the amount of \$1,799.94, which will be calculated as part of the in-kind match contribution. The Borough will enter into an agreement with Bridges Community Resource Center, Inc. doing business as Kenai Local Food Connection to manage the program and to meet the in-kind match contribution. The Resilience & Security Advisory Commission fully supported this Project, which is based upon a similar model that is successfully operational in Homer.

Some oversight by the planning staff is required to ensure that quarterly reports are submitted to NRSC, as required for reimbursements. Planning staff time and expenditures may be reimbursed through this grant.

FINANCE DEPARTMENT	
MATCH & ADMIN FEE FUNDS/ACCOUNT VERIFIED	
Account	<u>271.94910.CCFWR.49999</u>
Amc	<u>89,997</u>
By <u>BH</u>	Date <u>10/14/2021</u>



United States Department of Agriculture

September 2, 2021

Kenai Peninsula Borough  
144 N. Binkley Street  
Soldotna, AK 99669-7520

SUBJECT: Funding Opportunity USDA-NRCS-NHQ-CCFWR-21-NOFO0001112, Community Compost and Food Waste Reduction (CCFWR) Pilot Projects

Dear Sir or Madam,

Congratulations! The Natural Resources Conservation Service (NRCS) has selected your GRANT13425973 application for the above referenced funding opportunity for award. The anticipated Federal share is \$89,997.00 and the non-Federal share is \$31,284.00, for a total of \$121,281.00.

**This letter is not an authorization to begin performance or to incur costs prior to an award being fully executed.** The Notice of Grant and Agreement Award (form NRCS-ADS-093), when signed by an authorized NRCS official, is the authorizing and fully executed document. Any pre-award costs not approved by NRCS will not be reimbursed and are incurred at your organization's own risk.

The next step in the process will be to discuss the details associated with the development of a potential agreement for your proposal. Someone from my Office will be in contact with you shortly to provide next steps along with teleconference options for consideration.

NRCS anticipates putting out a press release to announce the organizations that are selected for CCFWR awards on September 30, 2021. Please treat this information as confidential and do not share it with others outside your organization prior to the official announcement. If you have any questions, please contact [UrbanAgriculture@usda.gov](mailto:UrbanAgriculture@usda.gov).

I look forward to working with your organization on this project.

Sincerely,

A handwritten signature in cursive script that reads "Rafael J. Guerrero".

Rafael Guerrero

Acting Director, Office of Urban Agriculture and Innovative Production  
USDA's Natural Resources Conservation Service

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669 (hereinafter "Borough") and Bridges Community Resource Center, Inc. doing business as Kenai Local Food Connection, whose address is 35911 Kenai Spur Hwy, Unit 9, Soldotna, AK 99669 (hereinafter "Bridges") for the administration of a community compost and food waste reduction project to divert food waste from the Central Peninsula Landfill as described below.

### **Recitals**

WHEREAS, roughly half of household waste is compostable and could be diverted from the landfill to be utilized as valuable food for livestock and soil amendments; and

WHEREAS, the Borough, on behalf of the Resilience & Security Advisory Commission, applied for and received \$89,997.00 from the United States Department of Agriculture (USDA) 2021 Community Compost and Food Waste Reduction (CCFWR) grant funds; and

WHEREAS, Bridges is the only nonprofit organization that is qualified to contractually administer the program on the central Kenai Peninsula and meet the in-kind, match contribution in the amount of \$31,284.00; and

WHEREAS, the Borough and Bridges desire to work cooperatively to implement a Community Compost and Food Waste Reduction Project (Hereinafter the "Project") to further decrease waste going to the KPB Central Peninsula landfill;

NOW, THEREFORE, the Borough and Bridges agree to the following terms, conditions and covenants for the Project:

### **1. Term**

The term of this MOA is two (2) years, from October 1, 2021 to September 30, 2023, unless the parties mutually agree in writing to terminate earlier or the MOA is terminated due to default pursuant to paragraph 4.1 below. The Borough may utilize this Project to further additional food security, compost, and waste reduction solutions for the Borough.



**2. Borough Obligations:**

- 2.1. Borough shall submit quarterly activity and fiscal reports to the US Department of Agriculture for the term of this MOA.
- 2.2. The Borough shall charge the grant direct time and effort for project management to ensure the program objectives are met.

**3. Bridges Obligations:**

- 3.1. Bridges, EIN 92-0151271; DUNS 944876747 shall act as contracting agency to execute the program *dba* Kenai Local Food Connection
- 3.2. Bridges shall name the Borough as additionally insured.
- 3.3. Bridges shall fund the project and submit invoices for reimbursement on a quarterly basis not to exceed \$89,997.00 less the Borough project management cost, 15 days after the completion of a quarterly reporting period.
- 3.4. Bridges will track in-kind, match contributions in the amount of \$31,284.00 and submit a match report and support documentation as defined in 2 CFR 200, 15 days after the completion of a quarterly reporting period.
- 3.5. Bridges shall submit activity narrative reports on a quarterly basis, 15 days after the completion of a quarterly reporting period.
- 3.6. Bridges shall adhere to 2 CFR Appendix II to Part 200.

**4. Miscellaneous**

- 4.1. Failure of either party to fully perform its obligations under the terms of this MOA will constitute a default. If default is not cured, within 30 days, by full performance under this MOA, then the non-defaulting party may immediately terminate the MOA by delivering written notice to the defaulting party.
- 4.2. This MOA may only be modified or amended by written agreement of the parties.
- 4.3. This MOA may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.
- 4.4. If any provision of this MOA shall be invalidated on any ground by any court of competent jurisdiction, then the invalidated provision shall remain in force and effect only to the extent not invalidated and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

[INSERT AUTHORIZED SIGNATORY FOR EACH ENTITY].

DRAFT

# Reference Copy

Introduced by:	Mayor
Date:	03/19/13
Action:	Adopted
Vote:	6 Yes, 0 No, 3 Absent

## **KENAI PENINSULA BOROUGH RESOLUTION 2013-022**

### **A RESOLUTION MAKING CHANGES TO THE BOROUGH'S COST ALLOCATION PLAN FOR CAPITAL PROJECTS**

**WHEREAS,** Resolution 2006-036 established a cost allocation plan using an indirect rate that charge service areas, grants and capital projects a fee for intergovernmental services that were provided by the borough's General Fund; and

**WHEREAS,** the services provided include, but are not limited to: processing of payroll, purchasing, accounts payable, cash receipts, cash disbursements, cash management, grant management, real and personal property valuation, tax billing and collection, miscellaneous billing and collection, legal services, and computer support services; and

**WHEREAS,** the assembly in FY10 eliminated the charge to service areas and the current indirect rate being charged to grants and capital projects is 3.04 percent; and

**WHEREAS,** for large capital projects and capital equipment purchases, the rate being charged can generate cost recovery in excess of the costs that were incurred; and

**WHEREAS,** allowing a reduced indirect rate on capital projects and capital equipment is more reflective of the time and cost incurred for these projects;

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

**SECTION 1.** The indirect rate for capital projects less than \$500,000 shall be 2 percent of the project budget and the indirect rate for capital projects \$500,000 or greater shall be 1 percent.

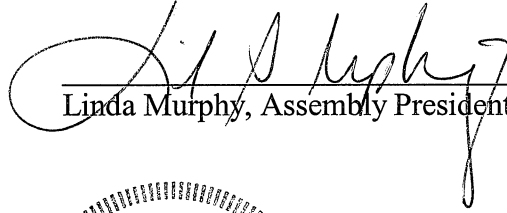
**SECTION 2.** The indirect rate for capital equipment purchases less than \$500,000 shall be 1 percent of the project budget and the indirect rate for capital equipment purchases \$500,000 or greater shall be 0.5 percent.

**SECTION 3.** That this resolution takes effect retroactive to January 1, 2013.



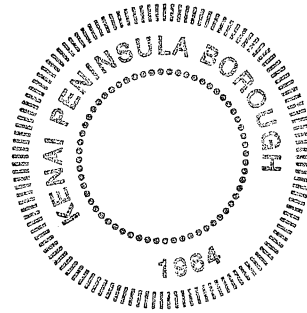
# Reference Copy

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF MARCH, 2013.**

  
Linda Murphy, Assembly President

ATTEST:

  
John Blankenship, MMC, Borough Clerk



Yes: Haggerty, Johnson, Pierce, Smith, Wolf, Smalley  
No: None  
Absent: McClure, Murphy, Tauriainen

Introduced by:	Mayor
Date:	10/26/21
Shortened Hearing:	11/09/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-37**

**AMENDING KPB 5.10.200(B) TO ADD A NEW SUBPARAGRAPH UNDER  
AUTHORIZED INVESTMENTS – TO FORM A GENERAL POLICY ON DERIVATIVES  
FOR THE BOROUGH’S LAND TRUST INVESTMENT FUND**

**WHEREAS,** pursuant to KPB 5.10.200(B) the Land Trust Investment Fund (“LTIF”) may invest in two categories: Financial Assets and Non-Financial Assets outlined in sections (B) and (C) of KPB 5.10.200; and

**WHEREAS,** the LTIF financial assets shall be managed by the Kenai Peninsula Borough Finance Director through a contract for management of the financial asset investments, the current manager is Alaska Permanent Capital Management; and

**WHEREAS,** Alaska Permanent Capital Management has recommended to the Finance Director that KPB 5.10.200(B) include a general policy on derivatives that may be used within the products as a portfolio management tool with the purpose of creating or enhancing exposure to an asset class or implementation strategy; and

**WHEREAS,** due to the time sensitive nature of financial investments, there exists sufficient justification to provide an exception to KPB 1.12.010 which requires at least 25 days to pass between introduction and public hearing on a code amendment ordinance;

**WHEREAS,** this amendment will allow Alaska Permanent Capital Management the tools necessary to manage the portfolio to achieve the expected rate of return effectively while maintaining an acceptable level of risk by fully collateralizing embedded leverage and limiting net exposure to less than that of the asset value;

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

**SECTION 1.** That KPB 5.10.200(B) is hereby amended to add a new subparagraph (11), as follows:

**5.10.200. Authorized Investments for the Land Trust Investment Fund.**

- B. Authorized Investments—Financial Assets. Moneys in the Land Trust Investment Fund shall be invested only in the following instruments and subject to the applicable limitations and requirements

11. The borough will take a conservative posture on derivative securities in order to maintain a risk-averse nature. Since it is anticipated that new derivative products will be created each year, it is not the intention of this document to list specific derivatives that are prohibited from investment, rather it will form a general policy on derivatives. The borough recognizes that derivatives may be used within products as a portfolio management tool. Derivative use within a product is permissible when used for the purpose of creating or enhancing exposure to an asset class or implementation strategy. Due to the inherent characteristics of derivatives, embedded leverage is permissible when fully collateralized. Net exposure exceeding the asset value of the investment vehicle is prohibited. Exposure must be net long at all times.

**SECTION 2.** Notwithstanding KPB 1.12.010, the assembly finds that sufficient good cause justification exists to enact this ordinance on shortened time and provide an exception to the 25 day requirement under KPB 1.12.010.

**SECTION 3.** This ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
, Assembly President

ATTEST:

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

Yes:

No:

Absent:



# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

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

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

**DATE:** October 14, 2021

**RE:** Ordinance 2021-37, Amending KPB 5.10.200(B) to Add a New Subparagraph under Authorized Investments – to Form a General Policy on Derivatives for the Borough's Land Trust Investment Fund (Mayor)

---

Pursuant to 5.10.200(B), the Land Trust Investment Fund (LTIF) may invest in two categories: Financial Assets and Non-Financial Assets outlined in sections (B) and (C) of KPB 5.10.200.

The financial assets of the LTIF are managed by the KPB Finance Director through a contact for management of financial asset investments and the current manager is Alaska Permanent Capital Management. Alaska Permanent Capital Management has recommended to the Finance Director that KPB 5.10.200(B) include a general policy on derivatives that may be used within the products as a portfolio management tool with the purpose of creating or enhancing exposure to an asset class or implementation strategy.

This amendment will allow Alaska Permanent Capital Management the tools necessary to manage the portfolio to achieve the expected rate of return effectively while maintaining an acceptable level of risk by fully collateralizing embedded leverage and limiting net exposure to less than that of the asset value.

As investments are time sensitive, hearing on shortened time is requested to prevent undue delay in the implementation of an allocation plan.

Your consideration of this ordinance is appreciated.

Introduced by: Derkevorkian  
Date: 10/26/21  
Hearing: 12/07/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-39**

**AN ORDINANCE AMENDING KPB 2.56.006 AND THE 2019 KENAI PENINSULA  
BOROUGH COMPREHENSIVE PLAN TO REMOVE REFERENCE TO EXPLORING  
FEASIBILITY OF AREAWIDE HEALTH POWERS**

**WHEREAS,** the Kenai Peninsula Borough feels health decisions are best left to the individuals in the borough and shall not be mandated through borough-wide health powers; and

**WHEREAS,** the planning commission at its \_\_\_\_\_ meeting, recommended \_\_\_\_\_;

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

**SECTION 1.** That KPB 2.56.006 is hereby amended as follows:

**2.56.006. Kenai Peninsula Borough Comprehensive Plan adopted.**

The document entitled “2019 Kenai Peninsula Borough Comprehensive Plan” is adopted as, as amended, the Comprehensive Plan of the Kenai Peninsula Borough.

**SECTION 2.** That the 2019 Kenai Peninsula Comprehensive Plan is hereby amended to remove two references in the comprehensive plan to a near-term strategy of exploring the feasibility of adopting areawide health powers as follows:

- A. Executive Summary, Focus Area: Health, Objective A. Support the health and wellness of all Kenai Peninsula Borough residents and communities, at page 17, delete text that reads:

[STRATEGY 2. NEAR-TERM: EXPLORE THE FEASIBILITY OF ADOPTING AREAWIDE HEALTH POWERS, INCLUDING PROVISION OF SERVICES OUTSIDE THE BOUNDARIES OF THE CURRENT HOSPITAL SERVICE AREAS AND THE AUTHORITY TO IMPLEMENT LOCAL ORDINANCES AND POLICIES TO PROTECT THE PUBLIC’S HEALTH. *RECOMMENDED BY 2016 KPB HEALTH CARE TASK FORCE.*]

- B. Focus Area: Health, Objective A. Support the health and wellness of all Kenai Peninsula Borough residents and communities. *Strategies* at page 148, delete text that reads:

[NEAR-TERM: EXPLORE THE FEASIBILITY OF ADOPTING AREAWIDE HEALTH POWERS, INCLUDING PROVISION OF SERVICES OUTSIDE THE BOUNDARIES OF THE CURRENT HOSPITAL SERVICE AREAS AND THE AUTHORITY TO IMPLEMENT LOCAL ORDINANCES AND POLICIES TO PROTECT THE PUBLIC'S HEALTH. *RECOMMENDED BY 2016 KPB HEALTH CARE TASK FORCE.*]

**SECTION 3.** This ordinance shall become effective immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
, Assembly President

ATTEST:

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

Yes:

No:

Absent:




# Kenai Peninsula Borough Assembly

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## MEMORANDUM

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

**FROM:** Richard Derkevorkian, Assembly Member 

**DATE:** October 14, 2021

**SUBJECT:** Ordinance 2021-39 Amending KPB 2.56.006 and Providing Two Amendments to the 2019 Kenai Peninsula Borough Comprehensive Plan to Remove Reference to Exploring Feasibility of Areawide Health Powers (Derkevorkian)

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This ordinance provides for two amendments to the 2019 Kenai Peninsula Borough Comprehensive Plan (the "comp plan"). This first amendment would remove references of a near-term strategy of exploring the feasibility of adopting areawide health powers at pages 17 and 148 of the comp plan.

This ordinance would also amend KPB 2.56.006 to recognize that the official Borough Comprehensive Plan includes any assembly amendments.

Your consideration is appreciated.

Introduced by: Cox  
Date: 10/26/21  
Hearing: 12/07/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-38**

**AN ORDINANCE AMENDING KPB TITLE 7 REGARDING ALCOHOL AND  
MARIJUANA REGULATIONS TO REQUIRE APPLICANT COMPLIANCE WITH  
FORM FILING REQUIREMENTS UNDER ALASKA LAW, ADD THREE ITEMS  
UNDER APPLICANT STANDARDS FOR REVIEW, AND TO DEFINE THE TERM  
APPLICANT**

**WHEREAS,** Title 7 of the KPB Code of Ordinances deals with liquor license and marijuana license applications; and

**WHEREAS,** KPB Chapter 7.10 is specific to the Kenai Peninsula Borough (“Borough”) processes and regulations related to alcohol applications filed with the State Alcohol & Marijuana Control Office (“AMCO”) and transmitted to the Borough for a protest, approval, or conditional approval determination; and

**WHEREAS,** KPB Chapter 30 is specific Borough processes and regulations related to marijuana applications filed with AMCO and transmitted to the Borough for a protest, approval, or conditional approval determination; and

**WHEREAS,** both KPB 7.10.020 and 7.20.030 indicate that where the “applicant” is in violation of Borough sales, and/or personal and real property tax ordinances and regulations, has failed to comply with any of the filing, reporting or payment provisions of the Borough ordinances or regulations, or has any unpaid balance due on tax accounts for which the applicant and/or transferor is liable, a protest will be filed; and

**WHEREAS,** Title 7 does not define the term “applicant”; and

**WHEREAS,** the lack of definition has led to confusion about whether the applicant is the new business entity or whether the applicant also includes the officers and owners of the establishment; and

**WHEREAS,** business owners who are delinquent in their obligations to the Borough should be responsible for their debts and not held harmless simply because they choose to do business under a different business name or entity; and

**WHEREAS,** sales taxes collected by a business are monies belonging to the people and are held in trust for the education of our KPB children, and for the cities within the Borough; and

**WHEREAS,** collected sales taxes is not to be used as personal income or operating income for a business; and

**WHEREAS,** applicant should be defined to include all of those responsible within the business to ensure that the officers and owners, or people responsible, are not individuals who already owe the Borough monies and have simply formed a new business entity; and

**WHEREAS,** Alaska Statutes, as a condition to operating a legal business in the state, require that a business submit and update certain forms as required under AS 10.06; and

**WHEREAS,** it is reasonable for the Borough to expect any business entity within the Borough to be in compliance with forms required under state law and maintained by the state's publicly available online database;

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

**SECTION 1.** That KPB Section 7.10.020 is hereby amended to add a new subsection (E) and new subsection (F), as follows:

**7.10.020. Assembly protest.**

- E. The assembly may cause a protest to be filed with the State Alcoholic Control Board where the information on the application does not align with current information available on the entity database maintained by the State of Alaska or where the entity is not in compliance with forms required by Alaska Statutes. The entity name, officer names and owner names listed on the application submitted shall match those listed on the entity database maintained by the State of Alaska, Division of Corporations, Business and Professional Licensing public database and as required by Alaska Statutes under AS 10.06, as amended.
- F. For purposes of KPB 7.10, the term “applicant” shall have the same meaning as set forth in KPB 7.30.900.



**SECTION 2.** That KPB Section 7.30.020(C) is hereby amended as follows:

**7.30.020. Assembly review - Standards.**

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 KPB 7.30.020(A); and
4. Maintain a state license issued pursuant to AS 17.38 and 3 AAC 306[.]; and
5. Have a current State of Alaska business license issued pursuant to AS 43.70.020; and
6. Ensure corporate officer information is up to date on the State of Alaska Division of Corporations, Business and Professional Licensing public database; and
7. File an application for a certificate of registration with the borough pursuant to KPB 5.18.300.

**SECTION 3.** That KPB Section 7.30.900 is hereby amended as follows:

**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].

*Applicant* means the business entity and shall include any all persons that are officers or have any ownership, partnership, membership, or other financial interest in the business entity itself or that of any additional entity listed as an owner of the applying business entity.

...

**SECTION 4.** That this ordinance shall become effective immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

ATTEST:

\_\_\_\_\_  
, Assembly President

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

Yes:

No:

Absent:

# Kenai Peninsula Borough Assembly

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## MEMORANDUM

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

**FROM:** Tyson Cox, Assembly Member JC

**DATE:** October 14, 2021

**SUBJECT:** Ordinance 2021- 38, Amending Title 7 Regarding Alcohol and Marijuana Regulations to Require Applicant Compliance with Form Filing Requirements under Alaska Law, Add Three Items Under Applicant Standards for Review, and to Define the Term Applicant (Cox)

---

This ordinance amends KPB Code of Ordinances Title 7, which is related to assembly review of alcohol and marijuana license applications before the Alaska Alcohol & Marijuana Control Office (AMCO).

The amendments are as follow:

- 1) Section 1 amends KPB 7.10.020 to add that the assembly may protest a liquor license application when the information on the application does not match the information on forms filed with the State of Alaska and made available to the public through the state's entity database maintained by the Division of Corporations, Business and Professional Licensing. Per Alaska Statutes, an entity must file certain forms and remain current with filing requirements pursuant to AS 10.06. Section 1 also amends KPB 7.10.020 to incorporate by cross reference the definition for the term "applicant".
- 2) Section 2 amends KPB 7.30.020(c) to add three additional standards that marijuana establishments shall comply with; the additional standards are: have a current Alaska business license, ensure officer information is up to date on the State of Alaska's entity public database, and register to collect sales tax pursuant to KPB 5.18.300.
- 3) Section 3 amends KPE 7.30.900 to add a definition for the term "applicant". This amendment will define the term "applicant" to include all entity officers, owners, affiliates or interest holders.

Your consideration of this ordinance is appreciated.

Introduced by: Cox, Chesley  
Date: 10/26/21  
Hearing: 12/07/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-40**

**AN ORDINANCE AMENDING KPB 2.40.015 REGARDING PLANNING COMMISSION  
MEMBERSHIP AND APPORTIONMENT**

**WHEREAS,** Ordinance 2016-25 (Mayor) Substitute reduced the planning commission membership from 13 members to 11 members, but did not specify how city seats would be distributed; and

**WHEREAS,** AS 29.40.020(a) requires that planning commission membership be apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough; and

**WHEREAS,** based on current census information the required apportionment ratio for an 11 member planning commission would be 7 at-large seats and 4 city seats; and

**WHEREAS,** there are five incorporated first class or home rule cities within the borough; and

**WHEREAS,** current code does not identify specific city seats or how they would equitably rotate each year and term; and

**WHEREAS,** Kenai Peninsula Borough cities have voiced a preference to continue having each of their cities represented on the planning commission each year; and

**WHEREAS,** based on current census information the required apportionment ratio, for all 5 cities to have a seat on the planning commission each year, the planning commission must be composed of at least 13 members with 8 at-large seats; and

**WHEREAS,** it is in the best interest of all affected parties that this issue be resolved and defined in code by establishing the seats apportionments that work for all parties while remaining in compliance with state statute; and

**WHEREAS,** clarity of code is of the utmost importance; and

**WHEREAS,** the assembly, as the legislative branch of the borough, has the responsibility to define and clarify any portions of KPB code that may come under scrutiny due to opposing interpretations or views as to its meaning; and



**WHEREAS,** borough code is unclear as to whether or not borough residents who live outside a first class or home rule city's boundaries are eligible to serve as a planning commissioner in a city seat; and

**WHEREAS,** all members are subject to appointment by the mayor and confirmation by the assembly, provided that members serving on city seats must be selected by the mayor from a list of recommendations submitted by the city council; and

**WHEREAS,** borough code and state law are unclear as to whether or not the required list of recommendations from a city council for their respective commission seat must include more than one recommended applicant; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of \_\_\_\_\_, 2021 recommended \_\_\_\_\_;

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

**SECTION 1.** That KPB 2.40.015 is hereby amended as follows:

**2.40.015. Membership—Apportionment.**

In accordance with AS 29.40.020(a):

- A. The planning commission shall consist of a maximum of [ELEVEN] thirteen members. Commission membership shall be apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough. No more than one member of the commission may be from any single home rule or first class city in the borough unless more are required to satisfy the statutory apportionment requirement.
- B. City Seats. A city resident [MEMBER] serving on a planning commissioner city seat shall be selected by the mayor from a list of recommendations submitted by the council. The list will consist of at least one applicant from the respective city whose city seat is vacant or expiring [OF ANY CITIES FROM WHICH NO MEMBER WILL BE ON THE COMMISSION WHEN THE VACANCY IS EFFECTIVE, UNLESS APPORTIONMENT REQUIRES MORE THAN ONE MEMBER FROM A CITY. IN THAT EVENT ALL ELIGIBLE CITY COUNCILS MAY SUBMIT A LIST OF RECOMMENDATIONS FOR THE ADDITIONAL SEAT PROVIDED THAT NO CITY MAY HAVE GREATER THAN ONE MEMBER MORE THAN ANY OTHER HOME RULE OR FIRST CLASS CITY.] Appointments shall be subject to confirmation by the assembly. The city seats are as follows:

1. Homer;
2. Kenai;
3. Seldovia;
4. Seward; and
5. Soldotna.

[B] C. At-Large Seats. Planning commissioners residing [FROM] outside of first class and home rule cities shall be appointed at-large by the mayor and confirmed by the assembly and may be as representative of the following geographic areas as practical:

1. East Peninsula;
2. Southwest Borough;
3. Anchor Point/Ninilchik[/CLAM GULTCH/KASILOF];
4. Clam Gulch/Kasilof;
- 5.[4.] Kalifornsky Beach;
- 6.[5.] Ridgeway;
- 7.[6.] Sterling;
- 8.[7.] Northwest Borough.

[THE GEOGRAPHIC AREAS REFERENCED IN THIS SECTION ARE DEPICTED IN THE MAP ON FILE AT THE BOROUGH CLERK'S OFFICE BEARING THE BOROUGH SEAL AND IDENTIFIED AS THE PLANNING APPORTIONMENT MAP APPROVED IN ORDINANCE 2001-29.]

[C] D. All planning commission members shall be appointed for their expertise and knowledge of the community and shall represent the entire borough.

**SECTION 2.** This ordinance becomes effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \* 2021.**

\_\_\_\_\_  
, Assembly President

ATTEST:

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

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Assembly

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### MEMORANDUM

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

**FROM:** Tyson Cox, Assembly Member *TC*  
Lane Chesley, Assembly Member *LC*

**DATE:** October 14, 2021

**SUBJECT:** Ordinance 2021-40 Amending KPB 2.40.015 Regarding Planning Commission Membership and Apportionment (Cox, Chesley)

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This ordinance amends KPB 2.40.015 to clarify code pertaining to planning commission membership and apportionment.

The Assembly will have three questions to contemplate:

#### **How many city seats should be on the planning commission?**

The KPB currently has an eleven-member planning commission. There are four city seats which are subject to an informal rotation between five home rule/first class cities and seven at-large seats. This aligns with apportionment rules, but is difficult, if not, impossible to accomplish with five cities rotating four, 3-year term seats. It is mathematically impossible to create an equitable rotation. This is most likely why Ordinance 2016-25 did not specify how city seats would be distributed.

This ordinance would change the number of planning commissioners from eleven back to thirteen with each of the five home rule or first class cities within the borough having a seat and eight at-large seats. This change would solve the rotation dilemma the borough currently has. It would solve any argument between the cities and the borough as to which cities are to be left on the commission and which cities will be required to sit out.

#### **Should cities be required to submit more than one applicant to the KPB Mayor for selection to the planning commission?**

This year the KPB Mayor and legal department have made it known that they interpret state statutes and borough code to say that the city-approved list of recommendations submitted to the mayor should be more than one person. The city of Soldotna understands the same statutes and code to allow for a list to consist of only one applicant. Over the past several years most cities have only submitted one applicant for their designated planning commission seat,



as neither borough code nor state statutes designate the specific number of applicants required to be considered a list. Several KPB Mayors have accepted lists with only one city seat applicant, including our current KPB Mayor.

This ordinance would specify that the list of recommendations given to the borough mayor as approved by the city council would consist of at least one applicant from the respective city. In this case one applicant seems the best definition for a list because we often have very few people who choose to apply to serve as a commissioner. If two or more applicants were required, a process would need to be defined to deal with the situation of a city with only one applicant willing to serve on the commission.

**Should any eligible resident of the borough be allowed to apply for planning commission city seat or should the applicant be required to be a resident of that city?**

Recently the KPB Mayor and legal department made it clear that they believe state law allows for any eligible KPB resident to apply for a planning commission city seat. The city representatives and constituents that we have spoken with do not feel the same. Many of them disagree with this interpretation of the law.

This ordinance would specify that an applicant for a city seat on the planning commission would be required to be a resident of the respective city. Defining who can be seated in a city seat on the planning commission would eliminate any argument that the apportionment to the unincorporated borough could be too high to comply with State of Alaska requirements. If city seats were to be filled with residents from outside the cities, the cities would be inequitably served on the commission.

Your consideration of this ordinance is appreciated.

# Reference Copy

Introduced by:	Mayor
Substitute Introduced:	08/23/16
O2016-25 (Johnson):	See Original for Prior History
Hearing:	08/23/16
Action:	Postponed to 09/20/16
Vote:	8 Yes, 0 No, 1 Absent
Date:	09/20/16
Action:	Failed to Enact
Vote:	4 Yes, 4 No, 1 Absent
Action:	Reconsideration Filed by Knopp
Date:	10/11/16
Action:	Reconsidered and Enacted as Amended
Vote:	7 Yes, 2 No, 0 Absent

## **KENAI PENINSULA BOROUGH ORDINANCE 2016-25 (MAYOR) SUBSTITUTE**

### **AN ORDINANCE AMENDING KPB 2.40.010 TO REDUCE PLANNING COMMISSION MEMBERSHIP**

**WHEREAS,** AS 29.40.020(a) requires that planning commission membership be apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough; and

**WHEREAS,** all members are subject to appointment by the mayor and confirmation by the assembly, provided that members from home rule or first class cities must be selected by the mayor from a list of recommendations submitted by the city council; and

**WHEREAS,** KPB 2.40.010 currently provides that the planning commission shall include one member from each first class or home rule city of the borough, which is not required by statute, and that the number of remaining members from areas in the borough outside such cities must comply with the statutorily required apportionment; and

**WHEREAS,** based upon the 2010 US Census figures, the commission would have to be increased by either one or two members to satisfy the statutorily required apportionment figures if the planning commission continues to include one member from each first class or home rule city of the borough; and

**WHEREAS,** it is not in the best interest of the borough to further increase the number of members appointed to the planning commission; and

# Reference Copy

**WHEREAS,** both the Kenai Peninsula Borough Assembly and School Board are composed of nine members; and

**WHEREAS,** limiting the total planning commission membership to eleven members, adopting the statutory apportionment requirement, and removing the requirement that every city have one representative but limiting each city to no more than one member would resolve the problem of an ever-expanding planning commission; and

**WHEREAS,** beginning the transition on August 1, 2020 would coincide with the expiration of some members' terms and the commencement of the next decennial census, improving the accuracy of information that would become available upon its completion to properly apportion city membership on the planning commission; and

**WHEREAS,** at its meeting of September 12, 2016 the planning commission did not recommend approval of the ordinance by majority consent;

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

**SECTION 1.** That KPB 2.40.010 is hereby amended as follows:

## **2.40.010. Membership—Apportionment.**

In accordance with AS 29.40.020(a) through 11:59 p.m. July 31, 2020:

- A. The planning commission shall consist of a maximum of thirteen members including one member from each first class or home rule city of the borough and the remainder apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough. The first class or home rule cities of the borough are:
1. Kenai
  2. Soldotna
  3. Seward
  4. Homer
  5. Seldovia
- B. Planning commissioners from outside of first class and home rule cities shall be appointed by the mayor and confirmed by the assembly from each of the following geographic areas as generally described below and depicted in the map on file at the borough clerk's office bearing the borough seal and identified as the planning commission apportionment map approved in Ordinance 2001-29. The sections described in the map

# Reference Copy

and below provide guidelines from which deviations are permitted consistent with the intent that commissioners reside in areas throughout the borough:

- 1[6]. East Peninsula;
- 2[7]. Southwest Borough;
- 3[8]. Anchor Point/Ninilchik;
- 4[9]. Kasilof/Clam Gulch;
- 5[10]. Kalifornsky Beach
- 6[11]. Ridgeway;
- 7[12]. Sterling;
- 8[13]. Northwest Borough.

**SECTION 2.** That KPB 2.40.010 is repealed effective August 1, 2020.

**SECTION 3.** That KPB 2.40.015 is hereby enacted to read as follows:

**2.40.015. Membership—Apportionment.**

In accordance with AS 29.40.020(a):

- A. The planning commission shall consist of a maximum of eleven members. Commission membership shall be apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough. No more than one member of the commission may be from any single home rule or first class city in the borough unless more are required to satisfy the statutory apportionment requirement. A city member shall be selected by the mayor from a list of recommendations submitted by the council of any cities from which no member will be on the commission when the vacancy is effective, unless apportionment requires more than one member from a city. In that event all eligible city councils may submit a list of recommendations for the additional seat provided that no city may have greater than one member more than any other home rule or first class city. Appointments shall be subject to confirmation by the assembly.
- B. Planning commissioners from outside of first class and home rule cities shall be appointed at-large by the mayor and confirmed by the assembly and may be as representative of the following geographic areas as practical:



# Reference Copy

1. East Peninsula;
2. Southwest Borough;
3. Anchor Point/Ninilchik/Clam Gulch/Kasilof;
4. Kalifornsky Beach
5. Ridgeway;
6. Sterling;
7. Northwest Borough.

The geographic areas referenced in this section are depicted in the map on file at the borough clerk's office bearing the borough seal and identified as the planning commission apportionment map approved in Ordinance 2001-29.


- C. All planning commission members shall be appointed for their expertise and knowledge of the community and shall represent the entire borough.

**SECTION 4.** Transition. Existing seats of planning commission members from each area within the new Anchor Point/Ninilchik/Clam Gulch/Kasilof area whose term expires first on or after July 31, 2020 shall not be filled unless necessary to comply with apportionment requirements and provided the total number of commissioners does not exceed eleven. Nothing in this ordinance prohibits a planning commissioner from an at-large geographic area from applying for any open at-large planning commission seat.


Existing seats of city members whose terms expire first on or after July 31, 2020 shall only be filled if, by doing so the number of city members would meet the statutory apportionment requirements and the total number of commissioners would not exceed eleven.

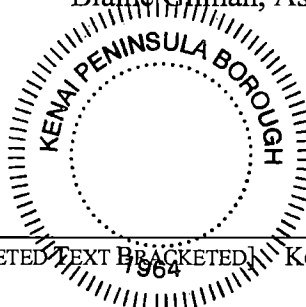
**SECTION 5.** That Sections 1 and 4 of this ordinance take effect immediately upon its enactment, and Sections 2 and 3 of this ordinance shall take effect August 1, 2020.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 11TH DAY OF OCTOBER, 2016.**

  
Blaine Gilman, Assembly President

ATTEST:

  
John Blankenship, MMC, Borough Clerk



# Reference Copy

08/23/16 Vote on motion to postpone to 09/20/16:

Yes: Bagley, Cooper, Dunne, Holmdahl, Johnson, Knopp, Ogle, Gilman

No: None

Absent: Welles

09/20/16 Vote on motion to enact:

Yes: Johnson, Knopp, Ogle, Gilman

No: Bagley, Cooper, Dunne, Holmdahl

Absent: Welles

10/11/16 Vote on motion to reconsider:

Yes: Bagley, Cooper, Holmdahl, Johnson, Knopp, Ogle, Gilman

No: Dunne, Welles

Absent: None

10/11/16 Vote on motion to enact as amended:

Yes: Bagley, Cooper, Holmdahl, Johnson, Knopp, Ogle, Gilman

No: Dunne, Welles

Absent: None

# Kenai Peninsula Borough

## Office of the Borough Mayor

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### MEMORANDUM

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

**FROM:** Charlie Pierce, Mayor

**DATE:** October 26, 2021

**RE:** Confirmation of Thomas H. Nelson as Director of Maintenance

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Pursuant to Chapter 2.20 of the Kenai Peninsula Borough Code, Thomas H. Nelson is hereby submitted for confirmation as the Borough Director of Maintenance. Upon confirmation, Mr. Nelson will serve as the Director of Maintenance.

KPB 2.20.030 states:

The assembly shall examine the qualifications of the executive for the purpose of determining whether they comply with the requirements prescribed by statute or ordinance for the position occupied. If they comply, the assembly shall so find and shall confirm the appointment. If they find the executive not qualified, they shall deny confirmation and the mayor shall thereafter hire a qualified person. No more than 31 days shall pass after the mayor has submitted the name of a new executive officer before the assembly shall determine by majority vote whether or not the qualifications set by statute and ordinance have been met. Failure to consider the matter within this time shall be deemed to constitute a finding that the officer possesses the requisite qualifications.

Mr. Nelson's resumé and job description are attached. Based on his qualifications, past experience, accomplishments, and proven performance, I strongly recommend confirmation.

## CAREER PROFILE

Maintenance & Reliability professional with experience in industrial settings including petrochemical, mining and mineral processing. A passion for standards, systems and processes, as well as non-destructive testing/predictive maintenance methods. Adept at building and motivating teams, and communicating vision and task assignments.

### AREAS OF EFFECTIVENESS

- Predictive & Preventive Maintenance
- Technical Knowledge, CMRP
- Maintenance & Reliability Systems
- Root Cause Analysis
- Systems, Processes & Standards
- Cost/Benefit Analysis
- Team Building
- Training & Employee Development

### CAREER PROGRESSION

#### Lubrizol

Avon Lake, OH

4/2017 to Present

A \$6.5B provider of specialty chemicals for the transportation, industrial and consumer markets, and a subsidiary of Berkshire Hathaway.

**Reliability Engineer:** Responsible for providing QC for plant OSHA PSM efforts, and assist in reducing maintenance costs and increasing equipment availability.

- Improve use of the plant's predictive maintenance tools and programs
- Update plant's CMMS and PM's
- Expand the plant's Root Cause Analysis program
- Identify area for improvement through data analysis
- Evaluate problem equipment, recommend and implement improvement projects

#### Ross Incineration Services

Grafton, OH

10/2014 to 4/2017

A leader in the development and design of innovative waste handling and incineration methods and technologies, one of the first commercial incinerations firms in the United States.

**Maintenance Manager:** Responsible for the development and execution of maintenance standards, routines and schedules to meet safety, compliance and production needs of a 24/7 chemical plant operation.

- Expanded the plant's preventive and predictive maintenance program, implemented a CMMS system, increased the plant's on-stream time.

#### Materion

Elmore, OH

4/2014 to 9/2014

A \$760M premier advanced materials solutions provider, committed to developing, manufacturing and marketing highly engineered advanced materials for global customers.

**Sr. Reliability Engineer:** Responsible for development and execution of Reliability based systems, including preventive maintenance programs, predictive maintenance programs, equipment design review, and data analysis.

- Increased the use of predictive maintenance practices, performed pump system calculations, recommended equipment modifications, and prepared data for implementing use of a computerized maintenance management system (CMMS).

#### Cliffs Natural Resources

Beckley, WV & Cleveland, OH

3/2008 to 9/2013

A \$5.9B global mining company with primary commodities of iron ore and met coal. Mines include both surface and underground mining, mineral processing and material handling.

**Sr. Dir. Automation and Innovation** 9/2011-9/2013. Responsible for researching, recommending and developing implementation plans for new technology to improve performance in safety, environmental, production and costs.

- Piloted a smart process control system on an indurating line at a selected mine site, with an annual cost reduction of \$400k
- Piloted an automated aerial drone surveying device with expected savings of \$75k per mine, and with improved surveying data accuracy and frequency
- Developed a corporate innovation road map, selected the appropriate technology for implementation, performing cost/benefit analysis, and developing a time line and payback estimates to support plan implementation

**Sr. Dir. Maintenance & Reliability** 3/2008-9/2011. Responsible for setting standards, implementing systems, and guiding improvements in the maintenance and reliability efforts at company mine sites.



- Managed a corporate group in the development and site implementation of maintenance and reliability standard systems, processes and practices for North American Business Units
- Integrated three acquired companies into the corporate ERP system
- Defined, justified and implemented standard vibration and oil analysis systems at a corporate level for all North American mine sites
- Developed and implemented a maintenance and reliability audit program to provide baseline and benchmarking measures among mine sites

#### **Rio Tinto**

Salt Lake City, UT & Boron, CA

8/1996 to 3/2008

*A \$50B mining company, Rio Tinto mines, processes and markets several commodities, including copper and borates.*

*Subsidiary companies include Rio Tinto Minerals (RTM) and Kennecott Utah Copper (KUC).*

**Reliability Superintendent to Refinery Services Manager (RTM)** 2/2001 to 3/2008. Managed the planning, budgeting and execution of tasks for multiple divisions within the mine's maintenance department, including Reliability, Main Shop, Lubrication, Planning, Minor Modification, Training, and Production Area Maintenance.

- Developed a world class predictive maintenance organization utilizing a broad range of inspection methods
- Provide engineering support in specifying equipment repairs, standards, purchase specifications, performing root cause failure analysis, project justifications, and capital project support.
- Managed a department of 235 personnel, developing department goals and direction and improving performance
- Developed and responsible for department budget of approximately \$45M

**Maintenance Engineer (KUC)** 8/1996 to 2/2001. Provided technical support, trouble shooting, root cause analysis, standard work development, and other systems development.

- Developed and implemented a system for tracking Plant equipment downtime
- Developed and implemented a Predictive Maintenance program, incorporating vibration analysis, oil analysis, thermography, Ultrasonic-audible, Ultrasonic thickness testing, magnetic particle and dye penetrant
- Reviewed equipment history and recommended and implemented equipment modifications to improve performance, such as a fan surge control system, and ceramic lined piping systems
- Utilized proactive and quality maintenance practices to reduce operating costs by one third

#### **Mobil Oil**

Torrance, CA and Beaumont, TX

1/1990 to 8/1996

*A major American oil company, now part of the merged \$453B ExxonMobil.*

**Reliability Engineer:** Provided technical support, trouble shooting, root cause analysis, standard work development, and other systems development.

- Reduced maintenance costs and improved production through various improvement projects, such as a PM program for coke cutting equipment (reduce maintenance by ~\$200,000), and modifications to crude oil charge pumps (increase throughput worth \$10M annually)
- Performed and/or coordinated all aspects of a 2.3 million dollar project to upgrade a compressor's seal/oil system, from preparing bid specs to installation
- Prepared automated tools for calculating and plotting equipment alignment and alignment targets, pump hydraulic changes and pipe friction losses, reducing the time required for these common tasks
- Prepared equipment reliability reports, and programmed spreadsheets to automate the process

#### **US Navy**

San Diego, CA

5/1984 to 1/1990

*A branch of the United States military.*

**Lieutenant:** Responsible for leading assigned departments in the operation and maintenance of various shipboard systems as part of the overall shipboard operations.

- Coordinated and tracked all ships repairs during three separate overhaul periods
- Scheduled two to four week training periods for ships conducting refresher training
- Assistant for a department of 140 personnel in the operation and maintenance of all deck equipment (fuel and material handling equipment, small boats, and ship rigging)
- Supervised the operation and maintenance of the numerous shipboard engineering systems, including main propulsion engines, ship's service generators, minesweeping generators, boilers, damage control systems and all electrical systems

#### **EDUCATION**

B.S. Engineering  
J.D. Law

Engineering; US Naval Academy, Annapolis, MD  
Law; Concord Law School, Los Angeles, CA



## Position Description

### Kenai Peninsula Borough

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#### **Director of Maintenance**

#### **Service Type: Administrative Level 6**

**Definition:** Under the general direction and supervision of the borough mayor and/or his designee, the director of maintenance is responsible for the operation, management and administration of the maintenance department as set forth in KPB 2.50, Department of Maintenance.

**Minimum Qualifications:** Bachelor's degree in a related field and at least ten years of progressively responsible experience in the areas of administration, building trades and maintenance or an equivalent combination of training and experience. Must possess an ability to supervise a crew of sixty or more workers; and to plan, budget and regulate expenditures. Must have a valid Alaska driver's license to perform all functions.

#### **Essential Functions:**

1. Prepares and manages annual maintenance budget.
2. Responsible for overseeing the maintenance and repair of all borough buildings, structures, facilities and mechanized equipment owned, operated or leased by the Kenai Peninsula Borough.
3. Identifies current and future maintenance needs; resource planning.
4. Works closely with local, state and federal agencies to ensure the Kenai Peninsula Borough is in compliance.
5. Recommends and oversees capital projects.
6. Maintains a safe working environment.
7. Reviews and approves vendor bids across the maintenance spectrum.
8. Develop, implement, and maintain proactive maintenance strategies and maintenance programs.

9. Prepares and provides regular reports to the Administration or Assembly.
10. Provides leadership and guidance to all maintenance personnel.
11. Ensures that the maintenance team is properly staffed.
12. Works closely with human resources in employment related matters. Interviews, hires and terminates classified employees in the maintenance department. Gives recommendations to the mayor and participates in the interviews, hiring and termination of administrative employees.

**Other Functions:**

1. Other related duties as assigned.

**Physical Demands:** While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Position Description Record:**

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**Date Updated:** 08.18.2021

**Reason for Update:** Revised, KKS

**Date Updated:** 11.21.2019

**Reason for Update:** Reformatted

**Date Updated:** 11.01.2011

**Reason for Update:** Adopted by Borough Assembly, Resolution 2011-105

**Date Updated:** 10.20.11

**Reason for Update:** Revised, (MAD)

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**MAYOR'S REPORT TO THE ASSEMBLY**

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

**FROM:** Charlie Pierce, Kenai Peninsula Borough Mayor



**DATE:** October 26, 2021

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Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award Contract for ITB22-011 North Peninsula Recreation Service Area Touchless Fixture Upgrade to Alaska Mechanical, Inc., Anchorage, AK.
- b. Sole Source Request from Knox Co., Knox KeySecure devices.
- c. Authorization to Award a Contract for RFP22-002 Borough Continuity of Operations Plan (COOP) to Facility Engineering Associates, P.C., Fairfax, VA.
- d. Authorization to Award a Contract for RFP22-003 Code Revision to Holmes Weddle & Barcott, P.C., Anchorage, AK.
- e. Authorization to Waive Formal Bidding Procedures (5.28.300) to HCL, Anchorage, AK.
- f. Authorization to Award a Contract for ITB22-017 Gravel Road Projects FY2022 Central Region, Unit 10 to Hammond Trucking & Excavation, Inc., Soldotna, AK.
- g. Authorization to Award a Contract for ITB22-018 Gravel Road Projects FY2022 South Region, Units 3 & 7 to Paul's Services, Anchor Point, AK.
- h. Authorization to Award a Contract for ITB22-019 Gravel Road Projects FY2022 North Region, Unit 4 to D & L Construction Co., Inc., Cooper Landing, AK.
- i. Authorization to Award a Contract for ITB22-020 Gravel Road Projects FY2022 West Region, Units 3 & 6 to Peninsula Construction, Kenai, AK.



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Date: October 26, 2021

To: Members, Kenai Peninsula Borough Assembly

RE: Mayor's Report

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Other

- Tax Adjustment Request Approval
- Revenue – Expenditure Report – September 2021
- Budget Revisions – September 2021

# Kenai Peninsula Borough

## PURCHASING AND CONTRACTING DEPARTMENT

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Carmen Vick, Project Manager *CV*

**DATE:** September 30, 20, 2021

**RE:** Authorization to Award a Contract for ITB22-011  
North Peninsula Recreation Service Area Touchless Fixture Upgrade

The Purchasing and Contracting Office formally solicited and received bids for ITB22-011 North Peninsula Recreation Service Area Touchless Fixture Upgrade. Bid packets were released on August 31, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on August 31, 2021.

The project consists of providing all labor & materials to replace plumbing fixtures per contract documents.

On the due date of September 23, 2021 five (5) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$45,225.00 was submitted by Alaska Mechanical, Inc., Anchorage, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 271.61110.21VAC. 43011.



Charlie Pierce, Mayor

10/1/2021

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>271.61110.21VAC.43011</u>	
Amount <u>\$45,225.00</u> <i>PP BH</i>	
By: _____	Date: <u>9/30/2021</u>

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB22-011 NPRSA Touchless Fixture Upgrade**

CONTRACTOR	LOCATION	BASE BID
Alaska Mechanical, Inc.	Anchorage, Alaska	\$45,225.00
Norcoast Mechanical, Inc.	Anchorage, Alaska	\$69,000.00
JGH Plumbing & Heating, Inc.	Palmer, Alaska	\$84,738.00
Bruin Enterprises, LLC	Anchorage, Alaska	\$85,000.00
Peninsula Plumbing & Heating	Soldotna, Alaska	\$87,070.00

**DUE DATE: September 23, 2021**

**KPB OFFICIAL:**  FOR SH.  
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Central Emergency Services

## MEMORANDUM

**TO:** Charlie Pierce, Borough Mayor  
**THRU:** John Hedges, Purchasing and Contracting Director *JH*  
**FROM:** Roy Browning, CES Chief *RB*  
**DATE:** October 4, 2021  
**RE:** Sole Source Request

This is a request for a sole source purchase from Knox Co. for new Knox KeySecure devices. These devices replace aging Knox KeySecure devices currently owned by CES, which secure the Knox Master Keys in our department emergency response vehicles. These keys are used in conjunction with existing Knox rapid access systems located throughout our communities to provide rapid entry into secure buildings during an emergency. The new KeySecure devices provide an upgraded, wireless programming capability, allowing us to rapidly add or remove access rights to Knox master keys after employment, key loss, or hiring cycles which improves efficiency and reduces personnel costs.

These new devices integrate with existing infrastructure from an industry standard security system for firefighter rapid access that we are already heavily invested in. Sole source is needed in order to maintain standardization amongst over 1,000 existing units throughout commercial businesses within the service area.

The purchase will be from Knox Company, price quoted \$16,071.00

Funding for this purchase is available in account 211.51610.48740

Your consideration and support of this request is appreciated.

Approved: Charlie Pierce  
 Charlie Pierce  
 Borough Mayor

Date: 10/5/2021

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>211.51610.48740</u>	
Amount <u>\$16,071.00</u>	
By: <u>PP</u> <u>BH</u>	Date: <u>10/4/2021</u>

NOTES:



# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Brenda Ahlberg, Office of Emergency Management Manager *BA*

**DATE:** October 6, 2021

**RE:** Authorization to Award a Contract for RFP22-002 Borough Continuity of Operations Plan (COOP)

On August 17, 2021, the Kenai Peninsula Borough Office of Emergency Management formally solicited proposals for RFP22-002 Borough Continuity of Operations Plan. The request for proposals was advertised in the Peninsula Clarion and the Anchorage Daily News on August 17, 2021 and in the Homer News on August 19, 2021.

The project consists of reviewing and updating the existing departmental level Continuity of Operations Plan (COOP) documents and the existing Borough level COOP plan. The project will provide baseline templated resources that can be used to support future exercise opportunities to test departmental and Borough-level COOP plans. This process will follow advice and best practices as offered by the Federal Emergency Management Agency' National Continuity Programs Office, the Continuity Guidance Circular (February 2018 or any available updated version), and current Homeland Security Exercise Evaluation Program resources.

On the due date of August 31, 2021, three (3) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
Facility Engineering Associates, P.C.	Fairfax, VA	275
Katmai Preparedness Solutions LLC	Soldotna, AK	245
Diligent Resolve	Baldwin City, KS	212

The highest ranking proposal, which includes a cost factor, was submitted by Facility Engineering Associates, P.C. with a negotiated cost proposal of \$49,994.00. The proposal review committee recommends award of a contract to Facility Engineering Associates, P.C. Your approval for this award is hereby requested.

Funding of this contract will be charged to account number 271.11250.21VAC.43011.

Charlie Pierce  
Charlie Pierce, Mayor

10/8/2021

Date

NOTES : .

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>271.11250.21VAC.43011</u>
Amount	<u>\$49,994.00</u>
By: <i>PP</i> <i>BA</i>	Date: <u>10/6/2021</u>

# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Brenda Ahlberg, Office of Emergency Management Manager *BA*

**DATE:** October 11, 2021

**RE:** Authorization to Award a Contract for RFP22-003 Borough Code Revision

On August 24, 2021, the Kenai Peninsula Borough Office of Emergency Management formally solicited proposals for RFP22-003 Borough Code Revision. The request for proposals was advertised in the Peninsula Clarion and the Anchorage Daily News on August 24, 2021 and in the Homer News on August 26, 2021.

The project consists completing a comprehensive review of Kenai Peninsula Borough Code of Ordinances relating to disaster response and recovery in areawide and non-areawide capacities. Additionally, proposer will review the borough's Hazard Mitigation Plan, the borough's Emergency Operations Plan as well as state and federal laws relating to disaster response and recovery. Disasters can include man made, health and natural disaster occurrences.

On the due date of September 9, 2021, two (2) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
Holmes Weddle & Barcott, PC	Anchorage, Alaska	240
Meridian Strategic Services, Inc.	Esopus, New York	225

The highest ranking proposal, which includes a cost factor, was submitted by Holmes Weddle & Barcott, P.C. with a cost proposal of \$97,935.00. The proposal review committee recommends award of a contract to Holmes Weddle & Barcott, P.C. Your approval for this award is hereby requested.

Funding of this contract will be charged to account number 271.11250.21VAC.43011.

Charlie Pierce  
Charlie Pierce, Mayor

10/12/2021  
Date

#### NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>271.11250.21V/C.43011</u>
Amount	<u>\$97,935.00</u>
By: <i>PP</i> <i>BH</i>	Date: <u>10/11/2021</u>

# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Brenda Ahlberg, Office of Emergency Management Manager *BA*

**DATE:** October 12, 2021

**RE:** Authorization to Waive Formal Bidding Procedures (5.28.300)

On September 7, 2021, the Kenai Peninsula Borough Office of Emergency Management solicited three quotes to purchase an extractor and dryer unit (equipment) – one each for Kachemak Emergency Service Area and one each for Western Emergency Service Area. The equipment is used to clean and sanitize personal protective gear and small response equipment. This purchase is eligible for reimbursement under the remaining CARES funding allocated for responder needs related to COVID19.

There are currently only three in state vendors that can provide both the specified product and the services necessary for installation and use. Due to this limited market place, a request for quotes was sent to each of the available vendors. On the due date of August 31, 2021, three (3) Bids were;

<u>VENDOR</u>	<u>LOCATION</u>	<u>COST</u>
HCL	Anchorage	\$42,240 (can installation/training)
Automated Laundry	Anchorage	\$51,681.78 (can installation/training)
Darley	Anchorage	\$47,411.80 (no installation/training)

Due to the availability of in-state suppliers/service providers, the best interest of the Borough would be served by waving formal bidding procedures and awarding to HCL as the lowest qualified and responsive bidder. Your approval to wave formal bidding procedures and award to the lowest bidder is requested.

Funding of this contract will be charged to account number 271-95051-CAR06-48311

Charlie Pierce  
Charlie Pierce, Mayor

10/13/2021

Date

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>271-95051-CAR06-48311</u>
Amount	<u>\$42,240</u>
By <i>PP</i>	<i>BA</i>
Date:	<u>10/12/2021</u>

# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Dil Uhlin, Road Service Area Director *DU*

**DATE:** October 12, 2021

**RE:** Authorization to Award a Contract for ITB22-017 Gravel Road Projects FY2022 Central Region, Unit 10

The Purchasing and Contracting Office formally solicited and received bids for the ITB22-017 Gravel Projects FY2022 - Central Region, Unit 10. Bid packets were released on September 14, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on September 14, 2021 and in the Homer News on September 16, 2021.

The project consists of the contractor providing all labor and materials to place gravel in the Central Region, Unit 10 - Ten Mar Avenue, 1,770 cubic yards KPB Type II; Appaloosa Lane, 405 cubic yards KPB Type II; Clear Haven Circle, 235 cubic yards KPB Type II; Countrywoods Circle, 400 cubic yards KPB Type II; per the Scope of Work in ITB22-017.

On the due date of September 30, 2021, eight (8) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$61,215.40 was submitted by Hammond Trucking & Excavation, Inc., Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.22GRV.43011.

Charlie Pierce  
Charlie Pierce, Mayor

10/13/2021  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.22GRV.43011</u>
Amount	<u>\$61,215.40</u>
By <i>PP</i> <i>BH</i>	Date: <u>10/12/2021</u>
NOTES:	



**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB22-017 - Gravel Road Projects FY2022 - Central Region, Unit 10**

CONTRACTOR	LOCATION	BASE BID
Hammond Trucking & Excavation Inc.	Soldotna, Alaska	\$61,215.40
Great Northern Construction & Management	Soldotna, Alaska	\$76,560.00
Foster Construction LLC	Soldotna, Alaska	\$78,820.00
Peninsula Construction Inc.	Kenai, Alaska	\$82,397.00
Chumley's Inc.	Nikiski, Alaska	\$89,920.00
Rock Bottom Enterprise LLC	Kenai, Alaska	\$99,040.90
Best Transit Mix Inc	Soldotna, Alaska	\$120,649.80
Knik Construction Co., Inc.	Anchorage, Alaska	\$163,380.00

DUE DATE: September 30, 2021

KPB OFFICIAL: John Hedges  
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Dil Uhlin, Road Service Area Director *DU*

**DATE:** October 12, 2021

**RE:** Authorization to Award a Contract for ITB22-018 Gravel Road Projects FY2022 South Region, Units 3 & 7

The Purchasing and Contracting Office formally solicited and received bids for the ITB22-018 Gravel Projects FY2022 - South Region, Units 3 & 7. Bid packets were released on September 14, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on September 14, 2021 and in the Homer News on September 16, 2021.

The project consists of the contractor providing all labor and materials to place gravel in the South Region, Units 3 & 7 - Bates Avenue, 120 cubic yards KPB Type II; Eason Lane, 278 cubic yards KPB Type II; Sandbeach Road, 537 cubic yards KPB Type II; Waterman Road, 972 cubic yards KPB Type II; per the Scope of Work in ITB22-018.

On the due date of September 30, 2021, five (5) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$42,063.50 was submitted by Paul's Services, Anchor Point, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.22GRV.43011.

*Charlie Pierce*

Charlie Pierce, Mayor

10/13/2021

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.22GRV.43011</u>
Amount	<u>\$42,063.50</u>
By <i>FP</i> <i>DK</i>	Date: <u>10/12/2021</u>
NOTES:	

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB22-018 Gravel Road Projects FY2022 - South Region, Units 3 & 7**

CONTRACTOR	LOCATION	BASE BID
Paul's Services	Anchor Point, Alaska	\$42,063.50
Wolf Company	Anchor Point, Alaska	\$54,590.19
East Road Services, Inc.	Homer, Alaska	\$87,042.00
Rock Bottom Enterprise, LLC	Kenai, Alaska	\$88,701.48
Great Northern Construction & Management	Soldotna, Alaska	\$96,560.00

DUE DATE: September 30, 2021

KPB OFFICIAL: John Hedges  
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Dil Uhlin, Road Service Area Director *DU*

**DATE:** October 12, 2021

**RE:** Authorization to Award a Contract for ITB22-019 Gravel Road Projects FY2022 North Region, Unit 4

The Purchasing and Contracting Office formally solicited and received bids for the ITB22-019 Gravel Projects FY2022 - North Region, Unit 4. Bid packets were released on September 14, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on September 14, 2021 and in the Homer News on September 16, 2021.

The project consists of the contractor providing all labor and materials to place gravel in the North Region, Unit 4; Escape Route, 900 cubic yards KPB Type II; Sunset Street, 1,660 cubic yards KPB Type II; per the Scope of Work in ITB22-019.

On the due date of September 30, 2021, six (6) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$54,020.00 was submitted by D & L Construction Co., Inc., Cooper Landing, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.22GRV.43011.

*Charlie Pierce*

Charlie Pierce, Mayor

10/13/2021

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434.33950.22GRV.43011
Amount	\$54,020.00
By: <i>PP</i> <i>BH</i>	Date: 10/12/2021
NOTES:	



**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB22-019 Gravel Road Projects FY2022 - North Region, Unit 4**

CONTRACTOR	LOCATION	BASE BID
D & L Construction Co., Inc.	Cooper Landing, Alaska	\$54,020.00
Peninsula Construction Inc.	Kenai, Alaska	\$55,255.00
Chumley's Inc.	Nikiski, Alaska	\$56,320.00
Foster Construction LLC	Soldotna, Alaska	\$60,990.00
Great Northern Construction & Management	Soldotna, Alaska	\$69,560.00
Rock Bottom Enterprise LLC	Kenai, Alaska	\$90,775.20

DUE DATE: September 30, 2021

KPB OFFICIAL: John Hedges  
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough

## Purchasing & Contracting

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

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

**FROM:** Dil Uhlin, Road Service Area Director *DU*

**DATE:** October 12, 2021

**RE:** Authorization to Award a Contract for ITB22-020 Gravel Road Projects FY2022 West Region, Units 3 & 6

The Purchasing and Contracting Office formally solicited and received bids for the ITB22-020 Gravel Projects FY2022 – West Region, Units 3 & 6. Bid packets were released on September 14, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on September 14, 2021 and in the Homer News on September 16, 2021.

The project consists of the contractor providing all labor and materials to place gravel in the West Region, Units 3 & 6; Shrek Street, 440 cubic yards KP B Type II; Borealis Avenue, 690 cubic yards KP B Type II; Matanuska Street, 1,280 cubic yards KP B Type II; Poppy Wood Street, 390 cubic yards KP B Type II; per the Scope of Work in ITB22-020.

On the due date of September 30, 2021, seven (7) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$59,992.50 was submitted by Peninsula Construction, Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.22GRV.43011.

*Charlie Pierce*  
Charlie Pierce, Mayor

10/13/2021

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434.33950.22GRV.43011
Amount	\$59,992.50
By: <i>PP BH</i>	Date: 10/12/2021
NOTES:	

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB22-020 Gravel Road Projects FY2022 - West Region, Units 3 & 6**

CONTRACTOR	LOCATION	BASE BID
Peninsula Construction, Inc	Kenai, Alaska	\$59,992.50
Foster Construction, LLC	Soldotna, Alaska	\$69,990.00
Great Northern Construction & Management	Soldotna, Alaska	\$76,560.00
Chumley's Inc	Nikiski, Alaska	\$82,970.00
Rock Bottom Enterprise, LLC	Kenai, Alaska	\$94,957.50
Best Transit Mix, Inc	Soldotna, Alaska	\$99,114.40
Knik Construction Co., Inc.	Anchorage, Alaska	\$153,320.00

DUE DATE: September 30, 2021

KPB OFFICIAL: John Hedges  
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough  
Assessing Department

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**MEMORANDUM**

**TO:** Charlie Pierce, Borough Mayor  
**FROM:** Adeena Wilcox, Director of Assessing  
**DATE:** October 13, 2021  
**RE:** Tax Adjustment Request Approval


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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: October 13, 2021

  
Adeena Wilcox  
Director of Assessing

**APPROVED**

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



**TAX ADJUSTMENT REQUEST**

ROLL/YEAR 2021 TAR NUMBER 58-21-022

PARCEL ID 05933

PRIMARY OWNER AMERIGAS PROPANE LP

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$511,259</u>	<u>\$384,857</u>
KPB TAXABLE (VT 1003)	<u>\$433,018</u>	<u>\$306,616</u>
CITY ASSESSED (VT 1011)	<u></u>	<u></u>
CITY TAXABLE (V 1013)	<u></u>	<u></u>

EXPLANATION SUPPLEMENTAL FILER 2021, LATE FILING PENALTY APPROPRIATE.

CLERICAL ERROR, INCORRECT YR OF PUR ASSIGNED. LISTED AS 2020, SHOULD HAVE BEEN 2000,

CALCULATED AN INACCURATE INCREASE IN ASSESSED VALUE.

**CHANGE SUMMARY**

DATE	<u>10/01/21</u>	KPB ASSESSED	<u>(\$126,402)</u>
SUBMITTED BY	<u>M PAYFER</u>	KPB TAXABLE	<u>(\$126,402)</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>\$0</u>

Inventory Data			Value Groups			
PIN	Previous 05933	Corrected 05933	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	030 Business - Late	030 Business - Late				
Roll Type	Supplemental Personal Property	Supplemental Personal Property				
Area Code	001	001				
TAG	\$8-\$8 - CENTRAL EMERGENCY SERVICES	\$8-\$8 - CENTRAL EMERGENCY SERVICES				
Primary Owner	AMERIGAS PROPANE LP	AMERIGAS PROPANE LP				

Cadastra Values							Expand to Filter Values
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$511,259.00	\$364,837.00	
			TAG		58.00	58.00	
			TAG.Id		58.00	58.00	
		Assessed	Furniture, Fixtures & Equipment		\$373,495.00	\$247,093.00	
			Personal Property Assessed Value		\$511,259.00	\$384,837.00	
			Supplies		\$137,764.00	\$137,764.00	
			Total Assessed Value - City		0	0	
			Total Borough Optional Exempt Value		\$78,241.00	\$78,241.00	
			Total City Optional Exempt Value		0	0	
			Total Assessed Value - Borough		\$511,259.00	\$364,837.00	
	Taxable		City Taxable Value	58 - CENTRAL EMERGENCY SERVICES	0	0	
			Taxable Value - Borough		\$433,818.00	\$306,616.00	
	Exemption		Exemption Value City	58 - CENTRAL EMERGENCY SERVICES	0	0	
			OP PP Bor \$100K Exe Value		\$78,241.00	\$78,241.00	
			OP PPV 100K Borough Contig Exemption		\$78,241.00		
			OP PPV Borough \$100K Exemption		\$78,241.00		
			Penalty Flag		\$1.00	\$1.00	
			PP Boro Contig Flag		1.00	1.00	
			PP Contiguous Boro Parcel Group		2004010.00		
			PP Contiguous Boro Parcel Sequence in Group		1.00		
			Exemption Value Borough		\$78,241.00	\$78,241.00	
	Date		Year of Cadastre		2021.0000000000	2021.0000000000	
			Effective date of value change		20210101.0000000000	20210101.0000000000	

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021 TAR NUMBER 68-21-015

PARCEL ID 32096

PRIMARY OWNER COVEY & SONS INC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$105,720</u>	<u>\$162,445</u>
KPB TAXABLE (VT 1003)	<u>\$5,720</u>	<u>\$62,445</u>
CITY ASSESSED (VT 1011)	<u></u>	<u></u>
CITY TAXABLE (V 1013)	<u></u>	<u></u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021.

## CHANGE SUMMARY

DATE	<u>08/31/21</u>	KPB ASSESSED	<u>\$56,725</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE	<u>\$56,725</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>\$0</u>

Inventory Data			Value Groups			
PTN	Previous 12096	Corrected 12096	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Rd/I Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	66-66 - WESTERN EMERGENCY SVS	66-66 - WESTERN EMERGENCY SVS				
Primary Owner	COVEY & SONS INC	COVEY & SONS INC				

Cadastral Values						Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
<b>Default - Default Value Group</b>		<b>Appraised</b>	<b>Improvement Market value</b>		<b>\$105,720.00</b>	<b>\$162,445.00</b>	
		TAG			68.00	68.00	
		TAG.Id			68.00	68.00	
	<b>Assessed</b>	<b>Furniture, Fixtures &amp; Equipment</b>			<b>\$104,730.00</b>	<b>\$161,445.00</b>	
		<b>Personal Property Assessed Value</b>			<b>\$105,720.00</b>	<b>\$162,445.00</b>	
		Supplies			\$1,000.00	\$1,000.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$100,000.00	\$100,000.00	
		Total City Optional Exempt Value			0	0	
		<b>Total Assessed Value - Borough</b>			<b>\$105,720.00</b>	<b>\$162,445.00</b>	
	<b>Taxable</b>	City Taxable Value	68 - WESTERN EMERGENCY SVS		0	0	
		<b>Taxable Value - Borough</b>			<b>\$5,720.00</b>	<b>\$62,445.00</b>	
	<b>Exemption</b>	Exemption Value City	68 - WESTERN EMERGENCY SVS		0	0	
		OP PP Bor \$100K Ex Value			\$100,000.00	\$100,000.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption	68 - WESTERN EMERGENCY SVS		\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$100,000.00	\$100,000.00	
	<b>Date</b>	Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	



# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2020 TAR NUMBER 68-20-17

PARCEL ID 32096

PRIMARY OWNER COVEY & SONS INC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$105,720</u>	<u>\$162,445</u>
KPB TAXABLE (VT 1003)	<u>\$5,720</u>	<u>\$62,445</u>
CITY ASSESSED (VT 1011)	<u></u>	<u></u>
CITY TAXABLE (V 1013)	<u></u>	<u></u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021.

		CHANGE SUMMARY
DATE	<u>08/31/21</u>	KPB ASSESSED <u>\$56,725</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE <u>\$56,725</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>\$0</u>

Inventory Data			Value Groups			
PIN	Previous 32096	Corrected 32096	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	65-65 - SOUTH HOSPITAL/ROADS	65-65 - SOUTH HOSPITAL/ROADS				
Primary Owner	COVEY & SONS INC	COVEY & SONS INC				

Cadastral Values						Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$105,720.00	\$162,445.00	
			TAG		65.00	65.00	
			TAG.Ld		65.00	65.00	
	Assessed	Furniture, Fixtures & Equipment			\$104,720.00	\$161,445.00	
		Personal Property Assessed Value			\$105,720.00	\$162,445.00	
		Supplies			\$1,000.00	\$1,000.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$100,000.00	\$100,000.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$105,720.00	\$162,445.00	
	Taxable	City Taxable Value		65 - SOUTH HOSPITAL/ROADS	0	0	
		Taxable Value - Borough			\$5,720.00	\$62,445.00	
	Exemption	Exemption Value City		65 - SOUTH HOSPITAL/ROADS	0	0	
		OP PP Bor \$100K Exe Value			\$100,000.00	\$100,000.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption		65 - SOUTH HOSPITAL/ROADS	\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$100,000.00	\$100,000.00	
	Date	Year of Cadastre			2020.0000000000	2020.0000000000	
		Effective date of value change			20200101.0000000000	20200101.0000000000	

## TAX ADJUSTMENT REQUEST

ROLL/YEAR 2019 TAR NUMBER 68-19-012

PARCEL ID 32096

PRIMARY OWNER COVEY & SONS INC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
BOAT CLASS/COUNT	<u>                    </u>	<u>                    </u>
PLANE CLASS/COUNT	<u>                    </u>	<u>                    </u>
KPB ASSESSED (VT 1001)	<u>\$105,720</u>	<u>\$162,445</u>
KPB TAXABLE (VT 1003)	<u>\$5,720</u>	<u>\$62,445</u>
CITY ASSESSED (VT 1011)	<u>                    </u>	<u>                    </u>
CITY TAXABLE (V 1013)	<u>                    </u>	<u>                    </u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021.

	CHANGE SUMMARY
DATE <u>08/31/21</u>	KPB ASSESSED <u>\$56,725</u>
SUBMITTED BY <u>M Payfer</u>	KPB TAXABLE <u>\$56,725</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>\$0</u>

Inventory Data			Value Groups			
PIN	Previous	Corrected	Code	Description	Type	Link
AIN	32096	32096	Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	65-65 - SOUTH HOSPITAL/ROADS	65-65 - SOUTH HOSPITAL/ROADS				
Primary Owner	COVEY & SONS INC	COVEY & SONS INC				

Cadastre Values							Expand to Filter Values
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$105,720.00	\$162,445.00	
		TAG			65.00	65.00	
		TAG.Id				65.00	
	Assessed	Furniture, Fixtures & Equipment			\$104,720.00	\$161,445.00	
		Personal Property Assessed Value			\$105,720.00	\$162,445.00	
		Supplies			\$1,000.00	\$1,000.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$100,000.00	\$100,000.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$105,720.00	\$162,445.00	
	Taxable	City Taxable Value	65 - SOUTH HOSPITAL/ROADS		0	0	
		Taxable Value - Borough			\$5,720.00	\$62,445.00	
	Exemption	Exemption Value City	65 - SOUTH HOSPITAL/ROADS		0	0	
		OP PP Bor \$100K Exe Value			\$100,000.00	\$100,000.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption	65 - SOUTH HOSPITAL/ROADS		\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$100,000.00	\$100,000.00	
	Date	Year of Cadastre			2019.0000000000	2019.0000000000	
		Effective date of value change			20190101.0000000000	20190101.0000000000	



# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021 TAR NUMBER 58-21-023

PARCEL ID 79005

PRIMARY OWNER DAVIS BLOCK COMPANY

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$282,275</u>	<u>\$286,891</u>
KPB TAXABLE (VT 1003)	<u>\$182,275</u>	<u>\$186,891</u>
CITY ASSESSED (VT 1011)	<u></u>	<u></u>
CITY TAXABLE (V 1013)	<u></u>	<u></u>

EXPLANATION MAIN ROLL FILER 2020 & 2021, PER AUDIT RESULTS, UNREPORED ASSETS FOUND

FOR TAX YEARS 2020 & 2021.

## CHANGE SUMMARY

DATE	<u>08/31/21</u>	KPB ASSESSED	<u>\$4,616</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE	<u>\$4,616</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>\$0</u>

Inventory Data			Value Groups			
	Previous	Corrected				Value Group Type
PIN	79005	79005	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	58-58 - CENTRAL EMERGENCY SERVICES	58-58 - CENTRAL EMERGENCY SERVICES				
Primary Owner	DAVIS BLOCK COMPANY	DAVIS BLOCK COMPANY				

Cadastral Values							Expand to Filter Values
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$282,275.00	\$286,891.00	
		TAG			\$8.00	\$8.00	
		TAG.Id			\$8.00	\$8.00	
	Assessed	Furniture, Fixtures & Equipment			\$280,375.00	\$284,891.00	
		Personal Property Assessed Value			\$282,275.00	\$286,891.00	
		Supplies			\$1,900.00	\$1,900.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$100,000.00	\$100,000.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$281,375.00	\$286,891.00	
	Taxable	City Taxable Value	58 - CENTRAL EMERGENCY SERVICES		0	0	
		Taxable Value - Borough			\$182,275.00	\$186,891.00	
	Exemption	Exemption Value City	58 - CENTRAL EMERGENCY SERVICES		0	0	
		OP PP Bor \$100K Exe Value			\$100,000.00	\$100,000.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption	58 - CENTRAL EMERGENCY SERVICES		\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$100,000.00	\$100,000.00	
	Date	Year of Cadastre			2021.000000000	2021.000000000	
		Effective date of value change			20210101.000000000	20210101.000000000	

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2020 TAR NUMBER 58-20-050

PARCEL ID 79005

PRIMARY OWNER DAVIS BLOCK COMPANY

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$310,035</u>	<u>\$314,268</u>
KPB TAXABLE (VT 1003)	<u>\$210,035</u>	<u>\$214,268</u>
CITY ASSESSED (VT 1011)	<u></u>	<u></u>
CITY TAXABLE (V 1013)	<u></u>	<u></u>

EXPLANATION MAIN ROLL FILER 2020 & 2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2020 & 2021.

## CHANGE SUMMARY

DATE	<u>08/31/21</u>	KPB ASSESSED	<u>\$4,233</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE	<u>\$4,233</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>\$0</u>

Inventory Data			Value Groups			
PIN	Previous 79005	Corrected 79005	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	58-58 - CENTRAL EMERGENCY SERVICES	58-58 - CENTRAL EMERGENCY SERVICES				
Primary Owner	DAVIS BLOCK COMPANY	DAVIS BLOCK COMPANY				

Cadastral Values						Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$310,035.00	\$314,268.00	
			TAG		58.00	58.00	
			TAG.Id		58.00	58.00	
	Assessed	Furniture, Fixtures & Equipment			\$300,355.60	\$312,506.00	
		Personal Property Assessed Value			\$310,035.00	\$314,268.00	
		Supplies			\$1,680.00	\$1,680.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$100,000.00	\$100,000.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$310,035.00	\$314,268.00	
	Taxable	City Taxable Value	58 - CENTRAL EMERGENCY SERVICES		0	0	
		Taxable Value - Borough			\$210,035.00	\$214,206.00	
	Exemption	Exemption Value City	58 - CENTRAL EMERGENCY SERVICES		0	0	
		OP PP Bor \$100K Exs Value			\$100,000.00	\$100,000.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption	58 - CENTRAL EMERGENCY SERVICES		\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$100,000.00	\$100,000.00	
	Date	Year of Cadastre			2020.0000000000	2020.0000000000	
		Effective date of value change			20200101.0000000000	20200101.0000000000	



# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021 TAR NUMBER 68-21-016

PARCEL ID 81851

PRIMARY OWNER HERNDON CONSTRUCTION LLC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$302,758</u>	<u>\$348,776</u>
KPB TAXABLE (VT 1003)	<u>\$202,988</u>	<u>\$249,006</u>
CITY ASSESSED (VT 1011)	<u>\$0</u>	<u>\$0</u>
CITY TAXABLE (V 1013)	<u>\$0</u>	<u>\$0</u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021, FIXED ASSETS ONLY (NOT VESSELS). NO CHANGE WITH \$100K CONTIG

ON 2ND ACCOUNT PIN 79692

	CHANGE SUMMARY
DATE <u>09/13/21</u>	KPB ASSESSED <u>\$46,018</u>
SUBMITTED BY <u>M Payfer</u>	KPB TAXABLE <u>\$46,018</u>
VERIFIED BY <u>C. FINLEY</u>	CITY ASSESSED <u>\$0</u>
	CITY TAXABLE <u>\$0</u>
	KPB FLAT TAX <u>\$0</u>
	CITY FLAT TAX <u>\$0</u>

Inventory Data			Value Groups			
PIN	Previous 01051	Corrected 01051	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	00-00 - WESTERN EMERGENCY SVS	00-00 - WESTERN EMERGENCY SVS				
Primary Owner	HERNDON CONSTRUCTION LLC	HERNDON CONSTRUCTION LLC				

Cadastral Values							Expand to Filter Values
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group							
		Boat Class 4 Count			1.00	1.00	
	Appraised	Improvement Market value			\$364,526.00	\$364,526.00	
		TAG			68.00	68.00	
		TAG.Id			68.00	68.00	
	Assessed	Boat Assessed Value			\$35,750.00	\$35,750.00	
		Boat Class 4			\$35,750.00	\$35,750.00	
		Furniture, Fixtures & Equipment			\$348,776.00	\$348,776.00	
		Personal Property Assessed Value			\$348,776.00	\$348,776.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$46,018.00	\$99,770.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$348,776.00	\$348,776.00	
	Taxable	City Taxable Value	00 - WESTERN EMERGENCY SVS		0	0	
		Taxable Value - Borough			\$302,758.00	\$249,006.00	
	Exemption	Exemption Value City	00 - WESTERN EMERGENCY SVS		0	0	
		OP PP Bor \$100K Exe Value			\$46,018.00	\$99,770.00	
		PP Boro Contig Flag			1.00	1.00	
		Exemption Value Borough			\$46,018.00	\$99,770.00	
	Date	Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	

## TAX ADJUSTMENT REQUEST

ROLL/YEAR 2020 TAR NUMBER 68-20-018

PARCEL ID 81851

PRIMARY OWNER HERNDON CONSTRUCTION LLC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$348,543</u>	<u>\$401,459</u>
KPB TAXABLE (VT 1003)	<u>\$248,743</u>	<u>\$301,659</u>
CITY ASSESSED (VT 1011)	<u>\$0</u>	<u>\$0</u>
CITY TAXABLE (V 1013)	<u>\$0</u>	<u>\$0</u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021, FIXED ASSETS ONLY (NOT VESSELS). NO CHANGE WITH \$100K CONTIG

ON 2ND ACCOUNT PIN 79692

	CHANGE SUMMARY
DATE <u>09/13/21</u>	KPB ASSESSED <u>\$52,916</u>
SUBMITTED BY <u>M Payfer</u>	KPB TAXABLE <u>\$52,916</u>
VERIFIED BY <u>C.FINLEY</u>	CITY ASSESSED <u>\$0</u>
	CITY TAXABLE <u>\$0</u>
	KPB FLAT TAX <u>\$0</u>
	CITY FLAT TAX <u>\$0</u>

Inventory Data			Value Groups		
	Previous	Corrected			Value group type: <input type="text"/>
PIN	81851	81851	Code	Description	Type
AIN			Default	Default Value Group	Real and Personal
Class Code	020 Business	020 Business			
Roll Type	Personal Property	Personal Property			
Area Code	001	001			
TAG	68-68 - ANCHOR POINT FIRE/EMERGENCY	68-68 - ANCHOR POINT FIRE/EMERGENCY			
Primary Owner	HERNDON CONSTRUCTION LLC	HERNDON CONSTRUCTION LLC			

Cadastral Values						Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group					1.00	1.00	
	Appraised	Improvement Market value			\$387,043.00	\$439,950.00	
		TAG			68.00	68.00	
		TAG.Id			68.00	68.00	
	Assessed	Boat Assessed Value			\$38,500.00	\$38,500.00	
		Boat Class 4			\$38,500.00	\$38,500.00	
		Furniture, Pictures & Equipment			\$348,543.00	\$401,450.00	
		Personal Property Assessed Value			\$348,543.00	\$401,450.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$99,800.00	\$99,800.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$348,543.00	\$401,450.00	
	Taxable	City Taxable Value	68 - ANCHOR POINT FIRE/EMERGENCY		0	0	
		Taxable Value - Borough			\$248,743.00	\$301,650.00	
	Exemption	Exemption Value City	68 - ANCHOR POINT FIRE/EMERGENCY		0	0	
		OP PP Bor \$100K Exe Value			\$99,800.00	\$99,800.00	
		OP PPV 100K Borough Contig Exemption			\$99,800.00		
		OP PPV Borough \$100K Exemption			\$99,800.00		
		PP Boro Contig Flag			1.00	1.00	
		PP Contiguous Boro Parcel Group			4666.00		
		PP Contiguous Boro Parcel Sequence in Group			1.00		
		Exemption Value Borough			\$99,800.00	\$99,800.00	
	Date	Year of Cadastre			2020.0000000000	2020.0000000000	
		Effective date of value change			20200101.0000000000	20200101.0000000000	



# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2019 TAR NUMBER 68-19-013

PARCEL ID 81851

PRIMARY OWNER HERNDON CONSTRUCTION LLC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>68</u>	<u>68</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$413,148</u>	<u>\$472,963</u>
KPB TAXABLE (VT 1003)	<u>\$313,317</u>	<u>\$373,132</u>
CITY ASSESSED (VT 1011)	<u>\$0</u>	<u>\$0</u>
CITY TAXABLE (V 1013)	<u>\$0</u>	<u>\$0</u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021, FIXED ASSETS ONLY (NOT VESSELS). NO CHANGE WITH \$100K CONTIG

ON 2ND ACCOUNT PIN 79692

		CHANGE SUMMARY
DATE	<u>09/13/21</u>	KPB ASSESSED <u>\$59,815</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE <u>\$59,815</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED <u>\$0</u>
		CITY TAXABLE <u>\$0</u>
		KPB FLAT TAX <u>\$0</u>
		CITY FLAT TAX <u>\$0</u>

Inventory Data			Value Groups			
PN	Previous 01051	Corrected 01051	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	00-00 - ANCHOR POINT FIRE/EMERGENCY	00-00 - ANCHOR POINT FIRE/EMERGENCY				
Primary Owner	HERNDON CONSTRUCTION LLC	HERNDON CONSTRUCTION LLC				

Cadastral Values							Expand to Filter Values
City	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Assessed	
Default - Default Value Group		Boat Class 4 Count			2.00	2.00	
	Appraised	Improvement Market Value			\$400,390.00	\$540,213.00	
		TAG			68.00	68.00	
		TAG.Id				68.00	
	Assessed	Boat Assessed Value			\$67,250.00	\$67,250.00	
		Boat Class 4			\$67,250.00	\$67,250.00	
		Furniture, Fixtures & Equipment			\$413,148.00	\$472,963.00	
		Personal Property Assessed Value			\$413,148.00	\$472,963.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value			\$99,831.00	\$99,831.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$413,148.00	\$472,963.00	
	Taxable	City Taxable Value	00 - ANCHOR POINT FIRE/EMERGENCY		0	0	
		Taxable Value - Borough			\$313,317.00	\$373,132.00	
	Exemption	Exemption Value City	00 - ANCHOR POINT FIRE/EMERGENCY		0	0	
		OP PP Ser \$100K Exc Value			\$99,831.00	\$99,831.00	
		OP PPV 100K Borough Contig Exemption			\$99,831.00		
		OP PPV Borough \$100K Exemption			\$99,831.00		
		PP Boro Contig Flag			1.00	1.00	
		PP Contiguous Boro Parcel Group			4666.00		
		PP Contiguous Boro Parcel Sequence in Group			1.00		
		Exemption Value Borough			\$99,831.00	\$99,831.00	
	Date	Year of Cadastre			2019.0000000000	2019.0000000000	
		Effective date of value change			20100101.0000000000	20190101.0000000000	

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021 TAR NUMBER 40-21-004

PARCEL ID 81886

PRIMARY OWNER SCHRODER BROTHERS LLC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>40</u>	<u>40</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$7,558</u>	<u>\$22,674</u>
KPB TAXABLE (VT 1003)	<u>\$0</u>	<u>\$0</u>
CITY ASSESSED (VT 1011)	<u>\$7,558</u>	<u>\$22,674</u>
CITY TAXABLE (V 1013)	<u>\$7,558</u>	<u>\$22,674</u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021.

		CHANGE SUMMARY
DATE	<u>08/31/21</u>	KPB ASSESSED <u>\$15,116</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE <u>\$0</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED <u>\$15,116</u>
		CITY TAXABLE <u>\$15,116</u>
		KPB FLAT TAX <u></u>
		CITY FLAT TAX <u>\$0</u>

Inventory Data				Value Groups			
PIN	Previous 81886	Corrected 81886		Code	Description	Type	Link
AIN				Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business					
Roll Type	Personal Property	Personal Property					
Area Code	001	001					
TAG	40-40 - SEWARD CITY	40-40 - SEWARD CITY					
Primary Owner	SCHRODER BROTHERS LLC	SCHRODER BROTHERS LLC					

Cadastral Values							Expand to Filter Values
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$7,558.00	\$22,674.00	
			TAG		40.00	40.00	
			TAG.Id		40.00	40.00	
	Assessed	Furniture, Fixtures & Equipment			\$7,098.00	\$22,174.00	
		Personal Property Assessed Value			\$7,558.00	\$22,674.00	
		Supplies			\$800.00	\$800.00	
		Total Assessed Value - City			\$7,558.00	\$22,674.00	
		Total Borough Optional Exempt Value			\$7,558.00	\$22,674.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$7,558.00	\$22,674.00	
	Taxable	City Taxable Value		40 - SEWARD CITY	\$7,558.00	\$22,674.00	
		Taxable Value - Borough			0	0	
	Exemption	Exemption Value City		40 - SEWARD CITY	0	0	
		OP PP Bor \$100K Exm Value			\$7,558.00	\$22,674.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption		40 - SEWARD CITY	\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$7,558.00	\$22,674.00	
	Date	Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	



# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2020 TAR NUMBER 40-20-009

PARCEL ID 81886

PRIMARY OWNER SCHRODER BROTHERS LLC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>40</u>	<u>40</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$5,770</u>	<u>\$24,087</u>
KPB TAXABLE (VT 1003)	<u>\$0</u>	<u>\$0</u>
CITY ASSESSED (VT 1011)	<u>\$5,770</u>	<u>\$24,087</u>
CITY TAXABLE (V 1013)	<u>\$5,770</u>	<u>\$24,087</u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021.

		CHANGE SUMMARY
DATE	<u>08/31/21</u>	KPB ASSESSED <u>\$18,317</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE <u>\$0</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED <u>\$18,317</u>
		CITY TAXABLE <u>\$18,317</u>
		KPB FLAT TAX <u></u>
		CITY FLAT TAX <u>\$0</u>

Inventory Data			Value Groups			
PEN	Previous 81886	Corrected 81886	Code	Description	Type	Link
AJN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	40-40 - SEWARD CITY	40-40 - SEWARD CITY				
Primary Owner	SCHRODER BROTHERS LLC	SCHRODER BROTHERS LLC				

Cadastral Values							Expand to Filter Values
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$5,770.00	\$24,087.00	
			TAG		40.00	40.00	
			TAG.Id		40.00	40.00	
	Assessed	Furniture, Fixtures & Equipment			\$5,270.00	\$23,587.00	
		Personal Property Assessed Value			\$5,770.00	\$24,087.00	
		Supplies			\$500.00	\$500.00	
		Total Assessed Value - City			\$5,770.00	\$24,087.00	
		Total Borough Optional Exempt Value			\$5,770.00	\$24,087.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$5,770.00	\$24,087.00	
	Taxable	City Taxable Value		40 - SEWARD CITY	\$5,770.00	\$24,087.00	
		Taxable Value - Borough			0	0	
	Exemption	Exemption Value City		40 - SEWARD CITY	0	0	
		OP PP Bor \$100K Exa Value			\$5,770.00	\$24,087.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption		40 - SEWARD CITY	\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$5,770.00	\$24,087.00	
	Date	Year of Cadastre			2020.0000000000	2020.0000000000	
		Effective date of value change			20200101.0000000000	20200101.0000000000	

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2019 TAR NUMBER 40-19-011

PARCEL ID 81886

PRIMARY OWNER SCHRODER BROTHERS LLC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>40</u>	<u>40</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$5,952</u>	<u>\$27,371</u>
KPB TAXABLE (VT 1003)	<u>\$0</u>	<u>\$0</u>
CITY ASSESSED (VT 1011)	<u>\$5,952</u>	<u>\$27,371</u>
CITY TAXABLE (V 1013)	<u>\$5,952</u>	<u>\$27,371</u>

EXPLANATION MAIN ROLL FILER 2019-2021, PER AUDIT RESULTS. UNREPORED ASSETS FOUND

FOR TAX YEARS 2019-2021.

		CHANGE SUMMARY
DATE	<u>08/30/21</u>	KPB ASSESSED <u>\$21,419</u>
SUBMITTED BY	<u>M Payfer</u>	KPB TAXABLE <u>\$0</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED <u>\$21,419</u>
		CITY TAXABLE <u>\$21,419</u>
		KPB FLAT TAX <u></u>
		CITY FLAT TAX <u>\$0</u>

Inventory Data			Value Groups			
PIN	Previous 01000	Corrected 01000	Code	Description	Type	Link
AIN			Default	Default Value Group	Real and Personal	
Class Code	020 Business	020 Business				
Roll Type	Personal Property	Personal Property				
Area Code	001	001				
TAG	40-40 - SEWARD CITY	40-40 - SEWARD CITY				
Primary Owner	SCHRODER BROTHERS LLC	SCHRODER BROTHERS LLC				

Cadastre Values						Expand to Filter Values	
Eds	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Appraised	Improvement Market value		\$5,952.00	\$27,371.00	
			TAG		40.00	40.00	
			TAG.Id			40.00	
	Assessed	Furniture, Fixtures & Equipment			\$5,502.00	\$26,921.00	
		Personal Property Assessed Value			\$5,952.00	\$27,371.00	
		Supplies			\$450.00	\$450.00	
		Total Assessed Value - City			\$5,952.00	\$27,371.00	
		Total Borough Optional Exempt Value			\$5,952.00	\$27,371.00	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			\$5,952.00	\$27,371.00	
	Taxable	City Taxable Value		40 - SEWARD CITY	\$5,952.00	\$27,371.00	
		Taxable Value - Borough			0	0	
	Exemption	Exemption Value City		40 - SEWARD CITY	0	0	
		OP PP Bor \$100K Exe Value			\$5,952.00	\$27,371.00	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption		40 - SEWARD CITY	\$100,000.00	\$100,000.00	
		Exemption Value Borough			\$5,952.00	\$27,371.00	
	Date	Year of Cadastre			2019.0000000000	2019.0000000000	
		Effective date of value change			20190101.0000000000	20190101.0000000000	



# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021 TAR NUMBER 20-21-019

PARCEL ID 100562

PRIMARY OWNER FORINASH BRADLEY SCOTT

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>20</u>	<u>20</u>
BOAT CLASS/COUNT	<u>BC3-1</u>	<u>BC3-0</u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u></u>	<u></u>
KPB TAXABLE (VT 1003)	<u></u>	<u></u>
CITY ASSESSED (VT 1011)	<u></u>	<u></u>
CITY TAXABLE (V 1013)	<u></u>	<u></u>

EXPLANATION MANIFEST CLERICAL ERROR. TAXPAYER HAD NOTIFIED KPB IN OCTOBER 2020  
THAT BOAT HAD BEEN SOLD. ACCOUNT SHOULD HAVE BEEN CLOSED FOR 2021.

		CHANGE SUMMARY
DATE	<u>09/22/21</u>	KPB ASSESSED <u>\$0</u>
SUBMITTED BY	<u>CLYDE JOHNSON</u>	KPB TAXABLE <u>\$0</u>
VERIFIED BY	<u></u>	CITY ASSESSED <u>\$0</u>
		CITY TAXABLE <u>\$0</u>
		KPB FLAT TAX <u>(\$50)</u>
		CITY FLAT TAX <u>(\$10)</u>

Inventory Data			Value Groups			
	Previous	Corrected	Code	Description	Type	Link
PIN	100562	100562				
AIN						
Class Code	090 Personal - Late	090 Personal - Late				
Roll Type	Supplemental Personal Property	Supplemental Personal Property				
Area Code	001	001				
TAG	20-20 - HOMER CITY	20-20 - HOMER CITY				
Primary Owner			FORNASH BRADLEY SCOTT			

Cadastral Values						Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group						1.00	
	Appraised	Boat Personal Class 3 Count					
		Improvement Market value			\$13,500.00		
		TAG			20.00		
		TAG.Id			20.00		
	Assessed	Boat Assessed Value			\$13,500.00		
		Boat Personal Class 3			\$13,500.00		
		Personal Property Assessed Value			0		
		Total Assessed Value - City			0		
		Total City Optional Exempt Value			0		
		Total Assessed Value - Borough			0		
	Taxable	City Taxable Value	20 - HOMER CITY		0		
		Taxable Value - Borough			0		
	Exemption	Exemption Value City	20 - HOMER CITY		0		
		OP PP Bor \$100K Exa Value			0		
		OP PPV 100K Exemption			\$100,000.00		
		OP PPV Borough \$100K Exemption			\$100,000.00		
		OP PPV City \$100K Exemption	20 - HOMER CITY		\$100,000.00		
		Penalty Flag			\$1.00		
		Exemption Value Borough			0		
	Date	Year of Cadastre			2021.0000000000		
		Effective date of value change			20210101.0000000000		

### 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 # 00100562

X Typographical, computational or other similar error?

Identify & Describe:

MANIFEST CLERICAL ERROR. TAXPAYER HAD NOTIFIED KPB IN OCTOBER 2020 THAT BOAT HAD BEEN SOLD. ACCOUNT SHOULD HAVE BEEN CLOSED FOR 2021.

X Readily apparent from the assessment notice, tax statement or other borough tax record?

Identify & Describe:

MANIFEST CLERICAL ERROR. TAXPAYER HAD NOTIFIED KPB IN OCTOBER 2020 THAT BOAT HAD BEEN SOLD. ACCOUNT SHOULD HAVE BEEN CLOSED FOR 2021.

X Made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties?

Identify & Describe:

MANIFEST CLERICAL ERROR. TAXPAYER HAD NOTIFIED KPB IN OCTOBER 2020 THAT BOAT HAD BEEN SOLD. ACCOUNT SHOULD HAVE BEEN CLOSED FOR 2021.

Certified Value	Land	_____
	Improvements	_____
	Personal Property	_____
	Total	_____ \$0

Adjusted Value	Land	_____
	Improvements	_____
	Personal Property	_____
	Total	_____ \$0

Prepared by	<u>Clay Johnson</u>	<u>9/22/2021</u>
		Date
Approved by	<u>Adey Dwyer</u>	<u>9/22/21</u>
	Department Director	Date

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021 TAR NUMBER 30-21-003

PARCEL ID 101311

PRIMARY OWNER EVANS JAMES THADDAUS

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>30</u>	<u>58</u>
BOAT CLASS/COUNT	<u>BC3-1</u>	<u>BC3-1</u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u></u>	<u></u>
KPB TAXABLE (VT 1003)	<u></u>	<u></u>
CITY ASSESSED (VT 1011)	<u>\$39,100</u>	<u>\$0</u>
CITY TAXABLE (V 1013)	<u>\$39,100</u>	<u>\$0</u>

EXPLANATION MANIFEST CLERICAL ERROR. ACCOUNT WAS CREATED IN WRONG TAG FOR 2021.

IT WAS CREATED IN TAG 30 AND SHOULD HAVE BEEN CREATED IN TAG 58 PER INFORMATION

SUPPLIED BY TAXPAYER.

	CHANGE SUMMARY
DATE <u>09/22/21</u>	KPB ASSESSED <u>\$0</u>
SUBMITTED BY <u>CLYDE JOHNSON</u>	KPB TAXABLE <u>\$0</u>
VERIFIED BY <u>C. FINLEY</u>	CITY ASSESSED <u>(\$39,100)</u>
	CITY TAXABLE <u>(\$39,100)</u>
	KPB FLAT TAX <u></u>
	CITY FLAT TAX <u>\$0</u>



Inventory Data			Value Groups			
	Previous	Corrected	Code	Description	Type	Link
PIN	101311	101311	Default	Default Value Group	Real and Personal	
AIN						
Class Code	090 Personal - Late	090 Personal - Late				
Roll Type	Supplemental Personal Property	Supplemental Personal Property				
Area Code	001	001				
TAG	30-30 - KENAI CITY	50-50 - CENTRAL EMERGENCY SERVICES				
Primary Owner	EVANS JAMES THADDAUS	EVANS JAMES THADDAUS				

Cadastral Values						Expand to Filter Values	
Side	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group						1.00	1.00
	Appraised	Boat Personal Class 3 Count					
		Improvement Market value			\$39,100.00	\$39,100.00	
		TAG			30.00	58.00	
		TAG.Id			30.00	58.00	
	Assessed	Boat Assessed Value			\$39,100.00	\$39,100.00	
		Boat Personal Class 3			\$39,100.00	\$39,100.00	
		Personal Property Assessed Value			0	0	
		Total Assessed Value - City			\$39,100.00	0	
		Total City Optional Exempt Value			0	0	
		Total Assessed Value - Borough			0	0	
	Taxable	City Taxable Value	30 - KENAI CITY		\$39,100.00		
		City Taxable Value	50 - CENTRAL EMERGENCY SERVICES			0	
		Taxable Value - Borough			0	0	
	Exemption	Exemption Value City	30 - KENAI CITY		0		
		Exemption Value City	50 - CENTRAL EMERGENCY SERVICES			0	
		OP PP for \$100K Ex Value			0	0	
		OP PPV 100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00	
		OP PPV City \$100K Exemption	30 - KENAI CITY		\$100,000.00		
		OP PPV City \$100K Exemption	50 - CENTRAL EMERGENCY SERVICES			\$100,000.00	
		Exemption Value Borough			0	0	
	Date	Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	

### MANIFEST CLERICAL ERROR - CHECKLIST

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Parcel ID / Acct # 00101311

X Typographical, computational or other similar error?

*Identify & Describe:*

MANIFEST CLERICAL ERROR. ACCOUTN WAS CREATED IN WRONG TAG FOR 2021. ACCOUNT CREATED IN TAG 30 SHOULD HAVE BEEN CREATED IN TAG 58 PER INFORMATION SUPPLIED BY TAXPAYER.

X Readily apparent from the assessment notice, tax statement or other borough tax record?

*Identify & Describe:*

MANIFEST CLERICAL ERROR. ACCOUTN WAS CREATED IN WRONG TAG FOR 2021. ACCOUNT CREATED IN TAG 30 SHOULD HAVE BEEN CREATED IN TAG 58 PER INFORMATION SUPPLIED BY TAXPAYER.

X Made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties?

*Identify & Describe:*

MANIFEST CLERICAL ERROR. ACCOUTN WAS CREATED IN WRONG TAG FOR 2021. ACCOUNT CREATED IN TAG 30 SHOULD HAVE BEEN CREATED IN TAG 58 PER INFORMATION SUPPLIED BY TAXPAYER.

Certified Value	Land	_____
	Improvements	_____
	Personal Property	_____
	Total	_____ \$0

Adjusted Value	Land	_____
	Improvements	_____
	Personal Property	_____
	Total	_____ \$0

Prepared by Clyde Johnson 9/22/2021

Date

Approved by Adrian Dwyer 9/22/21

Department Director

Date

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021TAR NUMBER 70-21-002PARCEL ID 060-141-40PRIMARY OWNER BROYLES, JAMES

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>70</u>	<u>70</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>28,600</u>	<u>28,600</u>
IMPROVEMENT ASSESSED (VT5)	<u>305,000</u>	<u>305,000</u>
KPB ASSESSED (VT 1001)	<u>333,600</u>	<u>333,600</u>
KPB TAXABLE (VT 1003)	<u>333,600</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>333,600</u>	<u>333,600</u>
CITY TAXABLE (VT 1013)	<u>333,600</u>	<u>183,600</u>

EXPLANATION MANIFEST CLERICAL ERROR - SENIOR AND 50K EXEMPTION APPROVED, BUT INPUT WAS NOT COMPLETED.

## CHANGE SUMMARY

DATE	<u>09/28/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$333,600)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>(\$150,000)</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Cadastral Values						Expand to filter values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
<b>Default - Default Value Group</b>							
		Legal Acres			.27 Acres	.27 Acres	
	Appraised	Improvement Market value			\$305,000.00	\$305,000.00	
		Land Market value			\$28,600.00	\$28,600.00	
		TAG			70.00	70.00	
		TAG.Id			70.00	70.00	
	Assessed	Improvements			\$305,000.00	\$305,000.00	
		Land			\$28,600.00	\$28,600.00	
		Parcel Assessed Value			\$333,600.00	\$333,600.00	
		Personal Property Assessed Value			0	0	
		Qualified for Exemption			\$333,600.00	\$333,600.00	
		Total Assessed Value - City			\$333,600.00	\$333,600.00	
		Total Borough Optional Exempt Value				\$183,600.00	
		Total City Optional Exempt Value			0	0	
		Total Mandatory Exempt Value				\$150,000.00	
		Land Assessed Value			\$28,600.00	\$28,600.00	
		Improvement Assessed Value			\$305,000.00	\$305,000.00	
		Total Assessed Value - Borough			\$333,600.00	\$333,600.00	
	<b>Taxable</b>	<b>City Taxable Value</b>	<b>70 - SOLDOTNA CITY</b>		<b>\$333,600.00</b>	<b>\$183,600.00</b>	
		Taxable Value - Borough			\$333,600.00	0	
	<b>Exemption</b>	BOROUGH SENIOR Exempt Value				\$300,000.00	
		Cap for Senior Exemption				\$150,000.00	
		Exemption Value City	<b>70 - SOLDOTNA CITY</b>		0	\$150,000.00	
		OP Residential Boro Exemption				\$33,600.00	
		OP Senior Resident >150k Exempt Value				\$150,000.00	
		Residential Exemption				\$50,000.00	
		Senior Citizen Exemption				\$150,000.00	
		Senior Mandatory Exempt Value				\$150,000.00	
		Senior Mandatory Imp				\$150,000.00	
		Working Improvement Assessed Value			\$305,000.00	\$305,000.00	
		Exemption Value Borough			0	\$333,600.00	
	<b>Date</b>	Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	



## MANIFEST CLERICAL ERROR - CHECKLIST

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Parcel ID / Acct # 06014140

YES      Typographical, computational or other similar error?

**Identify & Describe:**

YES, AFTER THE EXEMPTION WAS APPROVED, THE INPUT DID NOT GET COMPLETED BY THE CLERK

YES Readily apparent from the assessment notice, tax statement or other borough tax record?

**Identify & Describe:**

YES, THE EXEMPTION DID NOT APPEAR ON THE KPB RECORDS

YES Made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties?

**Identify & Describe:**

YES, THE EXEMPTION EXAMINER FAILED TO ENTER THE EXEMPTION AFTER THE APPROVAL PROCESS.

Certified Value	Land	\$28,600
	Improvements	\$305,000
	Personal Property	
	Total	\$333,600

Adjusted Value	Land	\$38,600
	Improvements	\$305,000
	Personal Property	
	Total	\$343,600

Prepared by SGLIZMAN 9/28/2021

Approved by Richard D. [Signature] 9/28/21  
Department Director Date

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021TAR NUMBER 58-21-024PARCEL ID 063-880-34PRIMARY OWNER YOUNG, RICHARD

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>22,500</u>	<u>22,500</u>
IMPROVEMENT ASSESSED (VT5)	<u>122,900</u>	<u>122,900</u>
KPB ASSESSED (VT 1001)	<u>145,400</u>	<u>145,400</u>
KPB TAXABLE (VT 1003)	<u>145,400</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 ELIGIBLE.

## CHANGE SUMMARY

DATE	<u>09/21/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$145,400)</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>

Cadastral Values						Expand to Filter values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group	Appraised	Legal Acres			1.17 Acres	1.17 Acres	
		Improvement Market value			\$122,900.00	\$122,900.00	
		Land Market value			\$22,500.00	\$22,500.00	
		TAG			\$8.00	\$8.00	
		TAG.Id			\$8.00	\$8.00	
	Assessed	Improvements			\$122,900.00	\$122,900.00	
		Land			\$22,500.00	\$22,500.00	
		Parcel Assessed Value			\$145,400.00	\$145,400.00	
		Personal Property Assessed Value			0	0	
		Qualified for Exemption			\$145,400.00	\$145,400.00	
		Total Assessed Value - City			0	0	
		Total City Optional Exempt Value			0	0	
		Total Mandatory Exempt Value				\$145,400.00	
	Taxable	Land Assessed Value			\$22,500.00	\$22,500.00	
		Improvement Assessed Value			\$122,900.00	\$122,900.00	
		Total Assessed Value - Borough			\$145,400.00	\$145,400.00	
		City Taxable Value	56 - CENTRAL EMERGENCY SERVICES		0	0	
		Taxable Value - Borough			\$145,400.00	0	
	Exemption	BOROUGH SENIOR Exempt Value				\$145,400.00	
		Cap for Senior Exemption				\$150,000.00	
		Exemption Value City	58 - CENTRAL EMERGENCY SERVICES		0	0	
		Residential Exemption				\$50,000.00	
		Senior Citizen Exemption				\$145,400.00	
		Senior Mandatory Exempt Value				\$145,400.00	
		Senior MandatoryImp				\$177,900.00	
		Senior MandatoryLand				\$22,500.00	
	Date	Working Improvement Assessed Value			\$122,900.00	\$122,900.00	
		Exemption Value Borough			0	\$145,400.00	
		Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021TAR NUMBER 58-21-025PARCEL ID 065-270-22PRIMARY OWNER MCCAA, ADRIAN

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>123,600</u>	<u>123,600</u>
IMPROVEMENT ASSESSED (VT5)	<u>210,400</u>	<u>210,400</u>
KPB ASSESSED (VT 1001)	<u>334,000</u>	<u>334,000</u>
KPB TAXABLE (VT 1003)	<u>334,000</u>	<u>284,000</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION LATE FILED 50K APPROVED, AUTHORIZED BY MAYOR

## CHANGE SUMMARY

DATE	<u>09/21/21</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>



Inventory Data			Value Groups			
	Previous	Corrected	Code	Description	Type	Link
PIN	06527022	06527022	Default	Default Value Group	Real and Personal	
AIN						
Class Code	110 Residential Dwelling - single	110 Residential Dwelling - single				
Roll Type	Real Property	Real Property				
Area Code	001	001				
TAG	58-58 - CENTRAL EMERGENCY SERVICES	58-58 - CENTRAL EMERGENCY SERVICES				
Primary Owner	MCCAA ADRIAN L	MCCAA ADRIAN L				

Cadastral Values						Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group		Legal Acres			.28 Acres	.28 Acres	
	Appraised	Improvement Market value			\$210,400.00	\$210,400.00	
		Land Market value			\$123,600.00	\$123,600.00	
		TAG			58.00	58.00	
		TAG.Id			58.00	58.00	
	Assessed	Improvements			\$210,400.00	\$210,400.00	
		Land			\$123,600.00	\$123,600.00	
		Parcel Assessed Value			\$334,000.00	\$334,000.00	
		Personal Property Assessed Value			0	0	
		Qualified for Exemption			\$334,000.00	\$334,000.00	
		Total Assessed Value - City			0	0	
		Total Borough Optional Exempt Value				\$50,000.00	
		Total City Optional Exempt Value			0	0	
		Land Assessed Value			\$123,600.00	\$123,600.00	
		Improvement Assessed Value			\$210,400.00	\$210,400.00	
		Total Assessed Value - Borough			\$334,000.00	\$334,000.00	
	Taxable	City Taxable Value	58 - CENTRAL EMERGENCY SERVICES		0	0	
		Taxable Value - Borough			\$334,000.00	\$334,000.00	
	Exemption	Exemption Value City	58 - CENTRAL EMERGENCY SERVICES		0	0	
		OP Residential Boro Exemption				\$50,000.00	
		Residential Exemption				\$50,000.00	
		Working Improvement Assessed Value			\$210,400.00	\$210,400.00	
		Exemption Value Borough			0	\$50,000.00	
	Date	Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021TAR NUMBER 58-21-026PARCEL ID 131-120-55PRIMARY OWNER CURRY, JOHN & PATTI

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>168,800</u>	<u>168,800</u>
IMPROVEMENT ASSESSED (VT5)	<u>329,200</u>	<u>329,200</u>
KPB ASSESSED (VT 1001)	<u>498,000</u>	<u>498,000</u>
KPB TAXABLE (VT 1003)	<u>448,000</u>	<u>148,000</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION LATE FILE SENIOR CITIZEN EXEMPTION APPROVED - AUTHORIZED BY KPBASSEMBLY ORDINANCE.

## CHANGE SUMMARY

DATE	<u>09/24/21</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>

Cadastral Values					Expand to Filter Values			
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount		
Default - Default Value Group	Appraised	Legal Acres			3.91 Acres	3.91 Acres		
		Improvement Market value			\$329,200.00	\$329,200.00		
		Land Market value			\$168,800.00	\$168,800.00		
		TAG			58.00	58.00		
		TAG.Id			58.00	58.00		
		Assessed	Improvements			\$329,200.00	\$329,200.00	
	Land				\$168,800.00	\$168,800.00		
	Parcel Assessed Value				\$498,000.00	\$498,000.00		
	Personal Property Assessed Value				0	0		
	Qualified for Exemption				\$498,000.00	\$498,000.00		
	Total Assessed Value - City				0	0		
	Total Borough Optional Exempt Value				\$50,000.00	\$200,000.00		
	Total City Optional Exempt Value				0	0		
	Total Mandatory Exempt Value					\$150,000.00		
	Taxable		Land Assessed Value				\$168,800.00	\$168,800.00
		Improvement Assessed Value				\$329,200.00	\$329,200.00	
		Total Assessed Value - Borough				\$498,000.00	\$498,000.00	
		City Taxable Value	SB - CENTRAL EMERGENCY SERVICES			0	0	
		Taxable Value - Borough				\$448,000.00	\$148,000.00	
		Exemption	BOROUGH SENIOR Exempt Value					\$300,000.00
			Cap for Senior Exemption					\$150,000.00
			Exemption Value City	SB - CENTRAL EMERGENCY SERVICES			0	0
			OP Residential Boro Exemption				\$50,000.00	\$50,000.00
			OP Senior Resident >150k Exempt Value					\$150,000.00
			Residential Exemption				\$50,000.00	\$50,000.00
	Senior Citizen Exemption					\$150,000.00		
	Senior Mandatory Exempt Value					\$150,000.00		
Senior Mandatory Imp					\$150,000.00			
Working Improvement Assessed Value				\$329,200.00	\$329,200.00			
Exemption Value Borough				\$50,000.00	\$350,000.00			
Date	Year of Cadastre				2021.0000000000	2021.0000000000		
	Effective date of value change				20210101.0000000000	20210101.0000000000		

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021TAR NUMBER 20-21-020PARCEL ID 175-133-53PRIMARY OWNER CITY OF HOMER

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>20</u>	<u>20</u>
CLASS CODE	<u>100</u>	<u>800</u>
LAND ASSESSED (VT4)	<u>23,500</u>	<u>23,500</u>
IMPROVEMENT ASSESSED (VT5)	<u>0</u>	<u>0</u>
KPB ASSESSED (VT 1001)	<u>23,500</u>	<u>23,500</u>
KPB TAXABLE (VT 1003)	<u>23,500</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>23,500</u>	<u>23,500</u>
CITY TAXABLE (VT 1013)	<u>23,500</u>	<u>0</u>

EXPLANATION clerical error when processing new plat in 2020. PIN was dedicated to the city as a park  
and the exemption was not applied.

## CHANGE SUMMARY

DATE	<u></u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u></u>	KPB TAXABLE	<u>(\$23,500)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>(\$23,500)</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>



			VALUE GROUP			
PIN	Previous	Corrected	Code	Description	Type	Link
ADN	17313353	17313353	Default	Default Value Group	Real and Personal	
Class Code	100 Residential Vacant	100 Residential Vacant				
Roll Type	Real Property	Real Property				
Area Code	001	001				
TAG	20-20 - HOMER CITY	20-20 - HOMER CITY				
Primary Owner	HOMER CITY OF	HOMER CITY OF				

Cadastral Values							Report to File: Values
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group							
	Appraised	Legal Acres			.56 Acres	.56 Acres	
		Land Market value			\$23,500.00	\$23,500.00	
		TAG			20.00	20.00	
		TAG.Id			20.00	20.00	
	Assessed	Land			\$23,500.00	\$23,500.00	
		Parcel Assessed Value			\$23,500.00	\$23,500.00	
		Personal Property Assessed Value			0	0	
		Qualified for Exemption			\$23,500.00	\$23,500.00	
		Total Assessed Value - City			\$23,500.00	\$23,500.00	
		Total City Optional Exempt Value			0	0	
		<b>Total Mandatory Exempt Value</b>				<b>\$23,500.00</b>	
		Land Assessed Value			\$23,500.00	\$23,500.00	
		Total Assessed Value - Borough			\$23,500.00	\$23,500.00	
	Taxable	City Taxable Value	20 - HOMER CITY		\$23,500.00	0	
		Taxable Value - Borough			\$23,500.00	0	
	Exemption	Exemption Value City	20 - HOMER CITY		0	0	
		Government Exempt Value				\$23,500.00	
		Exemption Value Borough			0	\$23,500.00	
	Date	Year of Cadastre			2021.0000000000	2021.0000000000	
		Effective date of value change			20210101.0000000000	20210101.0000000000	

**TAX ADJUSTMENT REQUEST**ROLL/YEAR 2021TAR NUMBER 10-21-002PARCEL ID 192-016-21PRIMARY OWNER HALVERSON, DUANE

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>10</u>	<u>10</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>24,800</u>	<u>24,800</u>
IMPROVEMENT ASSESSED (VT5)	<u>41,500</u>	<u>41,500</u>
KPB ASSESSED (VT 1001)	<u>66,300</u>	<u>66,300</u>
KPB TAXABLE (VT 1003)	<u>66,300</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>66,300</u>	<u>66,300</u>
CITY TAXABLE (VT 1013)	<u>66,300</u>	<u>0</u>

EXPLANATION SENIOR CITIZEN AND 50K APPROVED AFTER CONFIRMING PFD ELIGIBILITY**CHANGE SUMMARY**

DATE	<u>10/06/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$66,300)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>(\$66,300)</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Cadastre Values						Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount	
Default - Default Value Group							
	Appraised	Legal Acres			.19 Acres	.19 Acres	
		Improvement Market value			\$41,500.00	\$41,500.00	
		Land Market value			\$24,800.00	\$24,800.00	
		TAG			10.00	10.00	
	Assessed	TAG.Id			10.00	10.00	
		Improvements			\$41,500.00	\$41,500.00	
		Land			\$24,800.00	\$24,800.00	
		Parcel Assessed Value			\$66,300.00	\$66,300.00	
		Personal Property Assessed Value			0	0	
		Qualified for Exemption			\$66,300.00	\$66,300.00	
		Total Assessed Value - City			\$66,300.00	\$66,300.00	
		Total City Optional Exempt Value			0	0	
		Total Mandatory Exempt Value				\$66,300.00	
		Land Assessed Value			\$24,800.00	\$24,800.00	
		Improvement Assessed Value			\$41,500.00	\$41,500.00	
		Total Assessed Value - Borough			\$66,300.00	\$66,300.00	
	Taxable	City Taxable Value	10 - SELDOVIA CITY		\$66,300.00	0	
		Taxable Value - Borough			\$66,300.00	0	
	Exemption	BOROUGH SENIOR Exempt Value				\$66,300.00	
		Cap for Senior Exemption				\$150,000.00	
		Exemption Value City	10 - SELDOVIA CITY		0	\$66,300.00	
		Residential Exemption				\$50,000.00	
		Senior Citizen Exemption				\$66,300.00	
		Senior Mandatory Exempt Value				\$66,300.00	
		Senior MandatoryImp				\$41,500.00	
		Senior MandatoryLand				\$24,800.00	
		Working Improvement Assessed Value			\$41,500.00	\$41,500.00	
		Exemption Value Borough			0	\$66,300.00	
Date	Year of Cadastre				2021.0000000000	2021.0000000000	
	Effective date of value change				20210101.0000000000	20210101.0000000000	

# TAX ADJUSTMENT REQUEST

ROLL/YEAR 2021TAR NUMBER 52-21-001PARCEL ID 193-350-03PRIMARY OWNER CHILDS, JOHN

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>52</u>	<u>52</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>47,800</u>	<u>47,800</u>
IMPROVEMENT ASSESSED (VT5)	<u>84,000</u>	<u>84,000</u>
KPB ASSESSED (VT 1001)	<u>131,800</u>	<u>131,800</u>
KPB TAXABLE (VT 1003)	<u>81,800</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 CITIZEN EXEMPTION APPROVED AFTER CONFIRMING PFD ELIGIBILITY

## CHANGE SUMMARY

DATE	<u>09/10/21</u>	KPB ASSESSED	<u>\$0</u>
SUBMITTED BY	<u>SGUZMAN</u>	KPB TAXABLE	<u>(\$81,800)</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>



Cadastre Values					Expand to Filter Values	
Site	Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount
Default - Default Value Group						
	Appraised	Legal Acres			.44 Acres	.44 Acres
		Improvement Market value			\$84,000.00	\$84,000.00
		Land Market value			\$47,800.00	\$47,800.00
		TAG			\$2.00	\$2.00
	Assessed	TAG.Id			\$2.00	\$2.00
		Improvements			\$84,000.00	\$84,000.00
		Land			\$47,800.00	\$47,800.00
		Parcel Assessed Value			\$131,800.00	\$131,800.00
		Personal Property Assessed Value			0	0
		Qualified for Exemption			\$131,800.00	\$131,800.00
		Total Assessed Value - City			0	0
		Total Borough Optional Exempt Value			\$50,000.00	
		Total City Optional Exempt Value			0	0
		Total Mandatory Exempt Value				\$131,800.00
	Taxable	Land Assessed Value			\$47,800.00	\$47,800.00
		Improvement Assessed Value			\$84,000.00	\$84,000.00
		Total Assessed Value - Borough			\$131,800.00	\$131,800.00
		City Taxable Value	52 - SOUTH HOSPITAL		0	0
		Taxable Value - Borough			\$81,800.00	0
	Exemption	BOROUGH SENIOR Exempt Value				\$131,800.00
		Cap for Senior Exemption				\$150,000.00
		Exemption Value City	52 - SOUTH HOSPITAL		0	0
		OP Residential Boro Exemption			\$50,000.00	
		Residential Exemption			\$50,000.00	\$50,000.00
		Senior Citizen Exemption				\$131,800.00
		Senior Mandatory Exempt Value				\$131,800.00
		Senior MandatoryImp				\$84,000.00
		Senior MandatoryLand				\$47,800.00
		Working Improvement Assessed Value			\$84,000.00	\$84,000.00
		Exemption Value Borough			\$50,000.00	\$131,800.00
	Date	Year of Cadastre			2021.0000000000	2021.0000000000
		Effective date of value change			20210101.0000000000	20210101.0000000000

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Borough Mayor *ch*

**THRU:** Brandi Harbaugh, Finance Director *bb*

**FROM:** Sarah Hostetter, Payroll Accountant *SH*

**DATE:** October 5, 2021

**RE:** Revenue-Expenditure Report – September 2021

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Attached is the Revenue-Expenditure Report of the General Fund for the month of September 2021. Please note that 25.00% of the year has elapsed, 36.72% of budgeted revenues have been collected, and 7.48% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH  
Revenue Report  
For the Period  
September 1 through September 30, 2021

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 31,078,028	\$ 17,060,026	\$ 8,909,490	\$ (14,018,002)	54.89%
31200	Personal Property Tax	1,928,769	1,036,273	551,766	(892,496)	53.73%
31300	Oil Tax	6,680,655	6,677,877	671	(2,778)	99.96%
31400	Motor Vehicle Tax	642,580	38,622	38,622	(603,959)	6.01%
31510	Property Tax Penalty & Interest	697,431	33,329	8,929	(664,102)	4.78%
31610	Sales Tax	30,709,937	3,891,063	2,147,440	(26,818,874)	12.67%
33110	In Lieu Property Tax	3,100,000	-	-	(3,100,000)	0.00%
33117	Other Federal Revenue	160,000	-	-	(160,000)	0.00%
33220	Forestry Receipts	500,000	-	-	(500,000)	0.00%
34110	School Debt Reimbursement	1,277,544	-	-	(1,277,544)	0.00%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	1,323	1,323	(498,677)	0.26%
34210	Revenue Sharing	300,000	-	-	(300,000)	0.00%
37350	Interest on Investments	289,673	93,615	27,813	(196,058)	32.32%
39000	Other Local Revenue	275,000	83,699	33,305	(191,301)	30.44%
290	Solid Waste	802,000	129,831	6,049	(672,169)	16.19%
Total Revenues		\$ 79,096,617	\$ 29,045,658	\$ 11,725,407	\$ (50,050,959)	36.72%

KENAI PENINSULA BOROUGH  
Expenditure Report  
For the Period  
September 1 through September 30, 2021

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 488,176	\$ 112,242	\$ 56,061	\$ 112,642	\$ 263,292	22.99%
Clerk	585,302	117,970	48,470	19,347	447,985	20.16%
Elections	249,698	7,225	3,058	68,032	174,441	2.89%
Records Management	339,057	77,947	22,745	22,082	239,029	22.99%
Mayor Administration	807,292	121,307	43,473	868	685,117	15.03%
Purch/Contracting/Cap Proj	650,877	101,460	39,316	21,543	527,875	15.59%
Human Resources:						
Administration	759,927	159,195	47,759	7,536	593,197	20.95%
Print/Mail	194,590	32,736	8,503	17,054	144,800	16.82%
Custodial Maintenance	125,045	23,938	8,886	98	101,009	19.14%
Information Technology	2,136,877	383,406	118,523	40,095	1,713,377	17.94%
Emergency Management	1,026,834	200,776	39,042	95,542	730,516	19.55%
Legal Administration	1,293,741	157,441	48,005	321,216	815,084	12.17%
Finance:						
Administration	520,870	108,958	36,914	3,434	408,479	20.92%
Services	1,160,504	290,160	71,230	4,344	866,000	25.00%
Property Tax	1,144,165	285,189	59,683	82,711	776,265	24.93%
Sales Tax	997,093	308,072	79,219	5,604	683,417	30.90%
Assessing:						
Administration	1,384,355	331,629	80,988	40,792	1,011,934	23.96%
Appraisal	1,750,966	264,527	93,420	12,409	1,474,030	15.11%
Resource Planning:						
Administration	1,274,860	208,002	68,116	26,541	1,040,318	16.32%
GIS	690,573	207,615	27,080	11,297	471,661	30.06%
River Center	716,401	132,551	48,504	23,890	559,961	18.50%
Senior Citizens Grant Program	719,494	-	-	719,494	-	0.00%
School District Operations	53,910,125	1,862,450	-	-	52,047,675	3.45%
Solid Waste Operations	13,703,964	1,063,210	323,109	2,924,097	9,716,658	7.76%
Economic Development	400,000	3,986	3,986	200,000	196,014	1.00%
Non-Departmental	2,848,908	160,974	44,618	23,596	2,664,339	5.65%
Total Expenditures	\$ 89,879,695	\$ 6,722,962	\$ 1,420,706	\$ 4,804,262	\$ 78,352,471	7.48%



Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Borough Mayor *ch*

**THRU:** Brandi Harbaugh, Finance Director *Boo*

**FROM:** Sarah Hostetter, Payroll Accountant *SH*

**DATE:** October 5, 2021

**RE:** Budget Revisions – September 2021

---

Attached is a budget revision listing for September 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.

**SEPTEMBER 2021****INCREASE****DECREASE****HUMAN RESOURCES - ADMINISTRATION**

To cover partial cost of the bulk PC order.

100-11230-00000-42410 (Small Tools & Minor Equipment)		\$218.46
100-11230-00000-48710 (Minor Office Equipment)	\$218.46	

**RISK MANAGEMENT**

To purchase custom made tank labels.

700-11234-00000-42210 (Operating Supplies)		\$330.00
700-11234-00000-43011 (Contract Services)	\$330.00	

**SEWARD BEAR CREEK FLOOD SERVICE AREA**

To purchase Microsoft licenses for new computer.

259-21212-00000-48710 (Minor Office Equipment)		\$347.37
259-21212-00000-43019 (Software Licensing)	\$347.37	

**SOLID WASTE - LANDFILL**

To purchase Freon recovery tools.

290-32122-00000-43011 (Contract Services)		\$2,303.42
290-32122-00000-48740 (Minor Machines & Equipment)	\$2,303.42	