



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Agenda Assembly

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

Tuesday, November 9, 2021

6:00 PM

Betty J. Glick Assembly Chambers

Zoom Meeting ID: 938 6524 5999 Passcode: 886199

Zoom Meeting ID: 938 6524 5999 Passcode: 886199

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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

[Clerk's Note: The invocation will be offered by George Holly.]

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.)*

APPROVAL OF MINUTES

*1. [KPB-3701](#) October 26, 2021 Regular Assembly Meeting Minutes

Attachments: [102621 Regular Assembly Meeting Minutes](#)

COMMENDING RESOLUTIONS AND PROCLAMATIONS

1. [KPB-3678](#) Mayor's Proclamation Declaring November 2021 as "National Family Caregiver Month"

Attachments: [Mayor's Proclamation](#)

PRESENTATIONS WITH PRIOR NOTICE

(20 minutes total)

1. [KPB-3702](#) Central Area Rural Transit System, Inc. (CARTS) Jennifer Beckman (10 minutes)

Attachments: [CARTS State of Transit 2021](#)

2. [KPB-3703](#) Operational and Organizational Assessment for Asset Management, John Edwards, Facility Engineer Associates (10 minutes)

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 minutes aggregate)

ITEMS NOT COMPLETED FROM PRIOR AGENDA**PUBLIC HEARINGS ON ORDINANCES**

(Testimony limited to 3 minutes per speaker)

1. [2021-19-24](#) An Ordinance Appropriating Funds from the Western Emergency Service Area Operating Fund for the Purpose of Purchasing Two Pieces of Fire Apparatus (Mayor)

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

2. [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)

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

3. [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)

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

4. [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)

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

5. [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)

Attachments:[Ordinance 2021-37](#)[Memo](#)**UNFINISHED BUSINESS****NEW BUSINESS**

1.. Resolutions

Resolutions referred to Policies and Procedures Committee

- *a. [2021-082](#) A Resolution Authorizing the Mayor to Execute a Computer Aided Dispatch Services Agreement with the City of Homer (Mayor)

Attachments:[Resolution 2021-082](#)[Memo](#)[2021 CAD Agreement \(City of Homer\)](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

- *a. [2021-19-28](#) An Ordinance Allocating and Redirecting U.S. Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act of 2021 and Appropriating General Fund Fund Balance to Specific Pay-Go Capital Projects (Mayor) (Hearing on 12/07/21)

Attachments:

[Ordinance 2021-19-28](#)

[Memo](#)

[Reference Copy O2021-19-08](#)

- *b. [2021-19-29](#) An Ordinance Accepting and Appropriating Funding from the State of Alaska in the Amount of \$167,897.40 for the Healthy and Equitable Communities Program, a Federal Pass-Thru Award under the Centers for Disease Control and Prevention (Mayor) (Hearing on 12/07/21)

Attachments:

[Ordinance 2021-19-29](#)

[Memo](#)

[Healthy & Equitable Communities MOA](#)

[KPB Request to DHSS](#)

3. Other

Other items referred to Finance Committee

- *a. [KPB-3700](#) Approving the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Retail Marijuana Store, License 28917 filed by Back Alley Vapes, Subject to the Standard Conditions

[Clerk's Note: Standard Conditions for Commercial Marijuana Facilities are as follows: 1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough. 2. There shall be no parking in the borough rights-of-way generated by the marijuana establishment. 3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KTP 7.30.020 (A). 4. The marijuana establishment shall 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 am.]

Attachments: [28917 Complete Application](#)
[28917 Acknowledgement Form & Site Plan](#)

Other items referred to Policies and Procedures Committee

- *b. [KPB-3699](#) Approval of the 2022 Assembly Meeting Schedule (Johnson)

Attachments: [2022 Assembly Meeting Schedule](#)

- *c. [KPB-3680](#) Confirming Appointments to the Road Service Area Board (Mayor)

Robert K. Wall, Central Region, Term Expires September 30, 2024
Cam Schaeffer, South Region, Term Expires September 30, 2024

Attachments: [Appointments](#)

- *d. [KPB-3679](#) Confirming an Appointment to the Anchor Point Advisory Planning Commission (Mayor)

Maria Bernier, Seat A, Term Expires September 30, 2023

Attachments: [Anchor Point APC Appoinment](#)

- *e. [KPB-3681](#) Confirming an Appointment to the Resilience and Security Advisory Commission (Mayor)

Mark Haller, Central Peninsula, Term Expires September 30, 2024

Attachments: [Appointment](#)

MAYOR'S REPORT

Mayor's Report Cover Memo

[KPB-3685](#) Mayor's Report Cover Memo

Attachments: [Mayor Report Cover Memo 11092021](#)

1. Assembly Requests/Responses - None.

2. Agreements and Contracts

- a. [KPB-3686](#) Authorization to Award Contract for ITB22-021 Central Emergency Services Arc Loop Training Pad Expansion to D&L Construction Co., Inc., Cooper Landing, AK

Attachments: [Authorization to Award CES Arc Loop Training Pad Expansion](#)

- b. [KPB-3687](#) Authorization to Award a Contract for ITB22-006 North Road Surfacing to D&L Construction Co., Inc., Cooper Landing, AK

Attachments: [Authorization to Award North Road Resurfacing](#)

3. Other

- a. [KP-3688](#) Capital Project Reports - September 30, 2021

Attachments: [Capital Project Reports September 30 2021](#)

- b. [KP-3689](#) FY22-1Q Senior Center Grant Reports

Attachments: [FY22-1Q Senior Center Grant Reports](#)

- c. [KP-3690](#) FY22-1Q Economic Development Grant Reports

Attachments: [FY22-1Q Economic Development Grant Reports](#)

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION

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

1. [2021-38](#) An Ordinance Amending KP 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](#)

2. [2021-40](#) An Ordinance Amending KP 2.40.015 Regarding Planning Commission Membership and Apportionment (Cox, Chesley) (Hearing on 12/07/21)

Attachments: [Ordinance 2021-40](#)

[Memo](#)

[City of Seldovia Letter of Support](#)

[Reference Copy Ordinance 2016-25 SUB](#)

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. December 7, 2021 6:00 PM
Betty J. Glick Assembly Chambers
Borough Administration Building

Remote participation available through Zoom
Meeting ID: 938 6524 5999 Passcode: 886199

ADJOURNMENT

The next meeting of the Kenai Peninsula Borough Assembly will be held on December 7, 2021, at 6:00 P.M. in the Borough Assembly Chambers, Soldotna, Alaska and remote participation available through Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

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

Copies of agenda items are available at the Borough Clerk's Office in the Meeting Room just prior to the meeting. 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.borough.kenai.ak.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 Johnson, President

Brent Hibbert, Vice President

Jesse Bjorkman

Lane Chesley

Tyson Cox

Richard Derkevorkian

Cindy Ecklund

Bill Elam

Mike Tupper

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6:00 PM

Betty J. Glick Assembly Chambers

Zoom ID: 938 6524 5999 Passcode: 886199

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

The invocation was given by Leslie Rohr.

ROLL CALL

Present: 9 - Jesse Bjorkman, Tyson Cox, Brent Johnson, Richard Derkevorkian, Bill Elam, Lane Chesley, Mike Tupper, Cindy Ecklund, and Brent Hibbert

Also present were:

Charlie Pierce, Borough Mayor

Aaron Rhoades, Chief of Staff

Brandi Harbaugh, 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.

[Clerk's Note: During the Finance Committee Blake Phillips, Vinay Sharma, Brandy Niclai and Mickela Covieo from Alaska Permanent Capital Management gave a 30-minute presentation to the assembly regarding the Land Trust Investment Fund.]

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: During the Policies and Procedures Committee John Hedges, Purchasing and Contracting Director gave a 10-minute presentation to the assembly regarding Kenai Peninsula Borough / Kenai Peninsula Borough School District Facilities and Capital Projects.]

APPROVAL OF AGENDA AND CONSENT AGENDA

Vice President Johnson moved to approve the agenda and consent agenda.

[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)

This Ordinance was withdrawn by the sponsor.

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

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

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

[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 enacted.

[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 enacted.

[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 enacted.

[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 enacted.

[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 enacted.

[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 enacted.

[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)

[Clerk's Note: Assembly Member Ecklund recused herself from voting on Ordinance 2021-36 as she was a former Planning Commissioner and had previously voted on this ordinance.]

[Clerk's Note: The third Whereas clause in Ordinance 2021-36 was amended to read, "[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" and Section I was amended to read, "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.""]

This Ordinance was enacted as amended.

New Business

[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)

This Resolution was adopted.

[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)

This Resolution was adopted.

[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)

This Budget Ordinance was introduced and set for public hearing.

[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)

This Budget Ordinance was introduced and set for public hearing.

[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)

This Budget Ordinance was introduced and set for public hearing.

[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)

This Budget Ordinance was introduced and set for public hearing.

[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)

This Ordinance was introduced and set for public hearing.

[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)

This Ordinance was introduced and set for public hearing.

[2021-40](#)

An Ordinance Amending KPB 2.40.015 Regarding Planning Commission Membership and Apportionment (Cox, Chesley) (Hearing on 12/07/21)

This Ordinance was introduced and set for public hearing.

[KPB-3651](#)

Confirmation of Thomas H. Nelson as Director of Maintenance approved.

Approval of the Agenda and Consent Agenda

President Hibbert called for public comment.

The following people spoke in opposition to Ordinance 2021-19-17:

Sharon Smyth, Kasilof

George Pierce, Kasilof

The following people spoke in support of Resolution 2021-080:

Leslie Rohr, Love Inc.

Tim Navarre, Kenai

Jim Babcock, Kenai

Kelly Ping, Nikiski

Rachel Friedlander, Seldovia City Manager spoke in support of Ordinance 2021-40.

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

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

Yes: 9 - Bjorkman, Cox, Johnson, Derkevorkian, Elam, Chesley, Tupper, Ecklund, and Hibbert

ASSEMBLY REORGANIZATION

1. Election of President and Vice President

[Clerk's Note: Brent Johnson was nominated and elected as Assembly President. Brent Hibbert was nominated and elected as Assembly Vice President.]

COMMENDING RESOLUTIONS AND PROCLAMATIONS

None.

PRESENTATIONS WITH PRIOR NOTICE

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

[Clerk's Note: Clayton Holland, Superintendent of the Kenai Peninsula Borough School District gave a quarterly report to the Assembly.]

2. [KPB-3655](#) South Kenai Peninsula Hospital Quarterly Report (10 Minutes)

[Clerk's Note: Ryan Smith, CEO of South Peninsula Hospital gave a quarterly report to the Assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Johnson called for public comment on items not on the agenda.

The following people addressed the assembly regarding the Kenai Peninsula Homelessness Coalition Strategic Plan:

Tim Navarre, Kenai

Leslie Rohr, Love Inc.

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

ITEMS NOT COMPLETED FROM PRIOR AGENDA

None.

PUBLIC HEARINGS ON ORDINANCES

[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)

Cox moved to enact Ordinance 2021-19-19.

President Johnson called for public hearing with none being offered.

The motion to enact carried by the following vote:

Yes: 9 - Bjorkman, Cox, Johnson, Derkevorkian, Elam, Chesley, Tupper, Ecklund, and Hibbert

UNFINISHED BUSINESS

NEW BUSINESS

Resolutions

[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)

Cox moved to adopt Resolution 2021-079.

President Johnson called for public comment with none being offered.

Bjorkman moved to amend Resolution 2021-079.

Bjorkman moved to amend Section 1 to read, "

**** Brandi is providing info ****

Assembly Members Elam, Cox, Derkevorkian and Ecklund spoke in support of the Bjorkman amendment.

The motion to amend Resolution 2021-079 carried by the following vote:

Yes: 9 - Bjorkman, Cox, Johnson, Derkevorkian, Elam, Chesley, Tupper, Ecklund, and Hibbert

The motion to adopt Resolution 2021-079 as amended carried by the following vote:

Yes: 9 - Bjorkman, Cox, Johnson, Derkevorkian, Elam, Chesley, Tupper, Ecklund, and Hibbert

MAYOR'S REPORT

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.
 - b. [KPB-3640](#) Sole Source Request from Knox Co., Knox KeySecure Devices.
 - 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.
 - d. [KPB-3642](#) Authorization to Award a Contract for RFP22-003 Code Revision to Holmes Weddle & Barcott, P.C., Anchorage, Alaska.
 - e. [KPB-3643](#) Authorization to Waive Formal Bidding Procedures (5.28.300) to HCL, Anchorage, Alaska.
 - 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
 - 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.
 - 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.
 - 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.
3. Other
 - a. [KPB-3648](#) Tax Adjustment Request Approval
 - b. [KPB-3649](#) Revenue - Expenditure Report - September 2021
 - c. [KPB-3650](#) Budget Revisions - September 2021

d. [KPB-3675](#) LAYDOWN KPB/KPBSD Facilities Capital Priorities

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Johnson called for public comment with none being offered.

ASSEMBLY COMMENTS

Assembly Member Chesley congratulated Mr. Johnson and Mr. Hibbert on their new leadership positions and thanked them for their service. Mr. Chesley welcomed the newly elected assembly members, Ms. Ecklund and Mr. Tupper.

Assembly Member Ms. Ecklund thanked the assembly, the administration and staff for all their support. She stated it appeared that some brainstorming sessions were needed regarding the Solid Waste landfills and facilities. Ms. Ecklund stated she was attending the November 9, 2021 assembly meeting via Zoom.

Assembly Member Bjorkman thanked everyone for a great meeting. He congratulated Mr. Johnson and Mr. Hibbert on their newly elected positions. He thanked Mr. Hibbert for his leadership the past year. Mr. Bjorkman stated he looked forward to working with the newly elected assembly members, Ms. Ecklund and Mr. Tupper. He expressed his condolences to the Quiner family. He shared that he recently lost his uncle to COVID. Mr. Bjorkman reminded everyone to be kind and approach each other with understanding and a tender heart. He reminded everyone of parent teacher conferences and encouraged parents to contact their school for the conference schedule. He wished everyone a good night.

Assembly Member Derkevorkian congratulated Mr. Johnson and Mr. Hibbert on their new leadership positions. He welcomed the newly elected assembly members, Ms. Ecklund and Mr. Tupper. Mr. Derkevorkian wished everyone a good evening and drive safe.

Assembly Member Tupper congratulated Mr. Johnson for being the newly elected President and thanked Mr. Hibbert for his service. Mr. Tupper stated he looked forward to working with the assembly.

Assembly Member Cox congratulated the newly elected assembly members and the new assembly president and vice president. He thanked Mr. Hibbert for his leadership last year. Mr. Cox reminded everyone to be safe and shared capacity and COVID statistics at our local hospitals. He encouraged everyone to do their part and help keep the COVID numbers down. Mr. Cox reminded everyone Triumvirate Theatre was performing "Mary Poppins" October 27 - 30, 2021. He also stated Triumvirate Theatre was conducting a fundraiser and a local business was matching all donations received. He wished everyone a good evening.

Assembly Member Elam congratulated the new assembly members. He thanked Mr. Johnson and Mr. Hibbert for their previous leadership roles and congratulated them on the new roles. Mr. Elam agreed with Mr. Cox's comments, encouraging everyone to do their part and help keep the COVID numbers down.

Vice President Hibbert congratulated Mr. Johnson and stated he was going to be a great president. He welcomed the newly confirmed Maintenance Director Tom Nelson. Mr. Hibbert thanked the assembly for all their hard work last year and everyone's comments regarding this leadership. He stated he looked forward to working with Mr. Johnson in the year ahead. Mr. Hibbert stated he was happy to see the current administration and school district administration working together. He stated hopefully this time next year we would be even stronger. He wished everyone a great evening.

President Johnson thanked Mr. Hibbert for his leadership last year. He provided the assembly with a brief travel report regarding his travel and attendance at the NACo meeting in Salt Lake City, Utah. Mr. Johnson thanked everyone for their support and looked forward to the next year. He shared his fishing neighbor passed away last night and that it was completely unexpected. He offered his condolences to the family.

INFORMATIONAL MATERIALS AND REPORTS

None.

NOTICE OF NEXT MEETING AND ADJOURNMENT

The next meeting of the Kenai Peninsula Borough Assembly was scheduled for November 9, 2021, at 6:00 p.m. in the Betty J. Glick Assembly Chambers, Soldotna, Alaska.

With no further business to come before the assembly, President Johnson adjourned the meeting at 9:02 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of October 26, 2021.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____

Kenai Peninsula Borough

Alaska

Proclamation

WHEREAS, Alzheimer's disease, the most common form of dementia, a degenerative brain disorder that causes memory loss and affects self-care, decision making, and behavior; and

WHEREAS, there are 8,500 Alaskans now living with Alzheimer's disease and current projections indicate this will increase to 11,000 individuals by 2025; and

WHEREAS, there are currently 33,000 unpaid caregivers providing 21 million hours of support to their loved ones with Alzheimer's disease annually; and

WHEREAS, dementia is a leading cause of death in Alaska and the only leading cause of death in the country with no known treatments to prevent, cure, or even delay the onset or slow the progression of the disease; and

WHEREAS, with early detection and diagnosis, individuals and families can gain access to medications and support services which promote quality of life, fully participate in planning for the future, and enroll in critical research trials; and

WHEREAS, the Kenai Peninsula Borough recognizes the effort of the Alzheimer's Association to promote awareness of Alzheimer's disease and other dementias, and provide support to unpaid caregivers, thereby improving the quality of life for individuals living with dementia; and

WHEREAS, every November, National Family Caregivers Month (NFCM) is a time to honor family caregivers across the country. It offers an opportunity to raise awareness of caregiving issues, educate communities, and increase support for caregivers;

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

National Family Caregiver Month

in the Kenai Peninsula Borough and encourage citizens to show their appreciation for all the Nation's Family Caregivers, not just during this month but at every opportunity throughout the year.



Charlie Pierce
Mayor



CARTS State of Transit 2021

Transportation Resilience

The ability of a transit system to move people in the face of one or more major obstacles to normal operations



What We Did

- Closed office to walk in traffic
- Limited rides to essential services
- Adopted social distancing strategies
limiting number of passengers on
vehicles



What We Did

- Regular conference calls with AKDOT, FTA and industry peers to share information and strategies, exchange best practices
- Acquiring PPE
- Establish procedures for facility and vehicle disinfection in line with CDC's guidance



What We Did

- Identify specific high touch points & high traffic areas based on employee's position – used this to define a specific scope of work for cleaning
- Barriers for vehicles
- Adopted screening tool for passengers and staff



What We Did

- Incentive pay for drivers
- Implemented Federal masking policy
- Incentive for vaccination for staff



Challenges

- Staffing – unrealistic expectations, fear, rumors
- Emergency Policies and Procedures in place but did not include global pandemic
- Pandemic related PPE became difficult to find; bait and switch practices even from “reliable” sources
- Inconsistent and changing policies, little guidance
- Lack of pandemic specific training



Ride Purpose

DayProgram
PhysicalTherapy Recreational
PersonalMedical
SupportService School
Nutrition Work Shopping
MentalHealth
ChildCare



Destinations



Where Are We Now?

- Ride service resumed June 2020 – rides for any reason
- CARES Act provides critical funding bridge
- Impacts of continual social distancing on operations
- Financial forecasts continues to change and uncertainty exists surrounding the impact of Covid-19 on ridership, revenues, subsidies and expenses
- Continue to maintain financial discipline to avoid fiscal cliff



What's Next?

- Rebuild ridership to pre COVID levels
 - Remove passenger capacity limits
- Secure match funding to implement service expansion contained in CARTS 5-Year Transit Service Plan.

Questions?



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.**

Brent Johnson, 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.**

Brent Johnson, 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: <u>PP</u>	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 2ND AND 3RD 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 st qtr:	2%
2 nd qtr:	4.5% <u>6.5%</u>
3 rd qtr:	4.5% <u>6.5%</u>
4 th 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:

<u>During the 2nd qtr:</u>	<u>2%</u>
<u>During the 3rd qtr:</u>	<u>2%</u>

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 2ND AND 3RD QUARTER (APRIL 1 –
SEPTEMBER 30)

Shall the rate of the City sales tax be increased from 4.5% in the 2nd and 3rd 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:

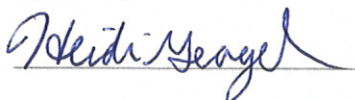
PROPOSITION NO. ____
O YES
O NO

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.

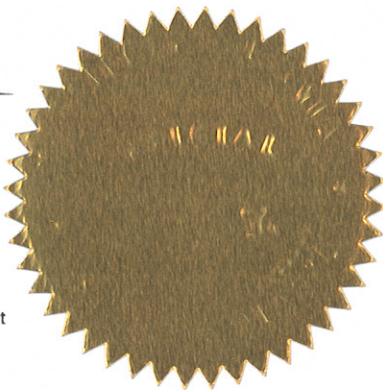
SECTION 6. Sections 1 and 2 of this Ordinance are of a permanent and general character and, if the proposition described in Section 3 is approved by a majority of the qualified voters voting on the proposition at the October 5, 2021 regular City election, shall be included in the City Code. The remainder 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 16th day of August, 2021.

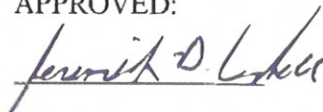
ATTEST:



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 take effective retroactively on October 18, 2021.

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

Brent Johnson, 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, 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	<u><i>PP</i></u>
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
Revenue		
Grant Funding		
Expenses		
Payroll Expenses		
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
Total Payroll Expenses	291,891.60	11,226.60
Operations Expenses		
Administration		
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
Total Administration Expenses	8,896.86	342.19
Facilities / Equipment		
Building Repairs/Maintenance	-	-
Communications	-	-
Computer Equipment (Laptop)	2,002.00	77.00
Total Facilities Expenses	2,002.00	77.00
Vehicles		
Ambulance /depreciation replacement value	9,178.00	353.00
Fuel	6,461.00	248.50
Repairs & Maintenance	390.00	15.00
Total Vehicle Expenses	16,029.00	616.50
Miscellaneous Expenses		
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
Total Miscellaneous Expenses	6,260.80	240.80
Total Operational Expenses	33,188.66	1,276.49
Total Expenses	325,080.26	12,503.09
Requires appropriation	316,015.89	
Monthly Cost	54,180.04	
Weekly Cost	12,503.09	
Daily Cost	1,781.26	

Nikiski Fire Service Area

Kenai Peninsula Borough
P.O. Box 8508
Nikiski, Alaska 99635



907-776-6401 - Station #1
907-283-8404 - Fax

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". The signature is fluid and cursive, with a large loop at the end.

Michael Levy, M.D. FAEMS, FACEP, FACP
Medical Director
Nikiski Fire Department
EMS Medical Director Kenai Peninsula Borough
mklevy10@gmail.com

Nikiski Fire MIH-CP Key Performance Indicators, Measures & Potential Cost Savings

The following data will be measured as indicators of program success:

- Number of appropriate EMS Provider treatment in place with patient follow up.
- Number of ED transports by NFD within the program time period.
- Number of Covid-19 vaccinations and educational encounters.
- Patient and provider feedback and survey.

✚ Nikiski Fire Department transports about 450 Patients a year to the emergency room. About 30% (135) of these Patients are considered as Basic Life Support (BLS) level care. The table below shows potential cost savings for the NFSA members per month in healthcare cost utilizing in house treat in place.

Average Cost of BLS Transport	Average Cost of ER visit	Average Cost of Clinic visit	Potential Total Cost Savings/year
$\$720/\text{Transport} \times 135$ $=$ \$97,200.00	$\$2070/\text{visit} \times 135$ $=$ \$279,450.00	$\$150 \times 135$ $=$ \$20,250.00	Treat in place = \$376,650.00 Transport to Clinic = \$356,400.00

✚ Another goal of the MIH-CP program is to work with in home healthcare providers and Patients to prevent hospital re-admissions. The table below shows potential cost savings for NFSA members if through education and continuous follow-up, 2 Advanced Life Support (ALS) transports per month out of the 37.5 average transports is prevented from being transported by ALS to the hospital for admission to treat chronic medical issues such as COPD, Diabetes, CHF, etc...

Average Cost of ALS Transport	Average Cost of Hospital Admission	Potential Total Cost Savings/year
$\$990/\text{Transport} \times 24/\text{yr}$ $=$ \$23,760	$\$42,000/\text{admission} \times 24 =$ \$1,008,000	\$1,031,760

02021-19-26

Nikiski Fire Service Area
Kenai Peninsula Borough
Emergency Medical Officer
P.O. Box 8508
Nikiski, Alaska 99635



Harrison Deveer, Senior Captain
907-776-6401 - Station #1
907-252-8106 - Mobile
907-283-8404 - Fax
hdeveer@kpb.us

MEMORANDUM

TO: Mayor Pierce

FROM: Harrison Deveer, Senior Captain EMS

THROUGH: Michael Levy, Medical Director
Trent Burnett, Acting Fire Chief

SUBJ: **Nikiski Fire Department Mobile Integrated Healthcare and Community Paramedicine Program**

DATE: September 30, 2021

Recent surges in Covid-19 cases on the Kenai Peninsula driven by B.1.617.2 (Delta) Variant of SARS-CoV-2 has put more pressures on an already highly stressed local hospital and clinic resources. Recent data obtained from Central Peninsula Hospital show hospital occupancy rates >100%. By leveraging a proven national model of Mobile Integrated Health (MIH) utilizing community paramedics (CP), patients can not only be triaged and treated successfully in prehospital care, but a major source of COVID-19 spread can also be reduced.

The State EMS Office is providing one grant to the Southern Region EMS Council to provide monies for supporting individual departments and community MIH programs. Southern Region EMS Council will be the conduit either via MOA/MOU, sub-grantee or contract with specific grant deliverables that are based on each individual MIH program's plan submitted. Nikiski Fire Department with support from Dr. Michael Levy, Medical Director would like to work with the State of Alaska Office of EMS on an interim basis to provide a MIH-CP Program that will help reduce non-emergent visits to the emergency department and in-patient time of hospitalization by:

- Providing in-home preventive care to patients such as Covid-19 vaccinations and education
- 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 instead of emergency departments.
- Providing in-home care as directed by Medical Director for administration of oxygen, monoclonal and other medical director approved antibodies

It is my hope that Nikiski Fire Department will receive full support for this opportunity from the office of the mayor. I have also attached a document that further explains the potential benefits of this program as some questions that you may have.

Nikiski Fire MIH-CP Key Performance Indicators, Measures & Potential Cost Savings

The following data will be measured as indicators of program success:

- Number of appropriate EMS Provider treatment in place with patient follow up.
- Number of ED transports by NFD within the program time period.
- Number of Covid-19 vaccinations and educational encounters.
- Patient and provider feedback and survey.

✚ Nikiski Fire Department transports about 450 Patients a year to the emergency room. About 30% (135) of these Patients are considered as BLS level care. The table below shows potential cost savings for the NFSA members per month in healthcare cost utilizing in house treat in place.

Average Cost of BLS Transport	Average Cost of ER visit	Average Cost of Clinic visit	Potential Total Cost Savings/year
$\$720/\text{Transport} \times 135 =$ \$97,200.00	$\$2070/\text{visit} \times 135 =$ \$279,450.00	$\$150 \times 135 =$ \$20,250.00	Treat in place = \$376,650.00 Clinic = \$356,400.00

✚ Another goal of the MIH-CP program is to work with in home healthcare providers and Patients to prevent hospital re-admissions. The table below shows potential cost savings for NFSA members if through education and continuous follow-up, 2 ALS transport per month out of the 37.5 average transports a month is prevented from being transported by ALS to the hospital for admission to treat chronic medical issues such as COPD, Diabetes, CHF, etc...

Average Cost of ALS Transport	Average Cost of hospital Admission	Potential Total Cost Savings/year
$\$990/\text{Transport} \times 24/\text{yr}$ \$23,760	$\$42,000/\text{admission} \times 24 =$ \$1,008,000	\$1,031,760

Hello Mayor Pierce,

Here is a document we put together to with hopes of answering some of the questions you may have about the MIH-CP Program:

- **What is MIH-CP?**

Mobile Integrated Healthcare – Community Paramedicine is the provision of healthcare using patient-centered, team-based care using mobile resources in the out-of-hospital environment. Beginning in the early years of the new millennium, a handful of innovative EMS agencies began to offer community healthcare services often called “community paramedicine” (CP) to their patients.

As the cost of healthcare continued to skyrocket while the overall health of the U.S. population declined, healthcare payers - both private insurance companies and the federal government, through Medicare and Medicaid - began transitioning from a fee-for-service payment model that links payment to the quantity of care provided to a payment model linked to the quality of care provided and measurable patient outcomes. As a result, previous distinct healthcare delivery entities including hospitals, physician groups, nursing homes, and many others, began to coordinate the care they provide resulting in the creation of large “integrated healthcare delivery systems.”

Today, hundreds of EMS agencies across the nation, of all sizes and types are partnering with hospitals, primary care physicians, nurses, and mental health and social services providers on innovative programs that navigate patients to the right level of care. The goal: to lower costs, improve care, and enable EMS practitioners – including EMTs, Paramedics and Community Paramedics – to use their skills and resources to help solve the problems facing healthcare systems and communities.

National Association of EMTs

- **Nikiski Fire Department History with MIH-CP and Need**

Although it has never being titled as “MIH-CP”, Nikiski Fire has in the past on many occasions worked with Adult Protective Services (APS) and the Fire Fighters’ Association (NFFA) to provide support to Patients that we visit frequently who might need extra assistance. We have been very successful on many occasions to get APS to assign these patients to assisted living centers. On one occasion, NFFA members were able to purchase and install a railing system to help a paraplegic patient transport himself from his bedroom to his living room; minimizing and eliminating injury to patient and EMS personnel.

On average, about 30% of the EMS related responses/transport are classified as Basic Life Support (BLS). These Patients can easily be treated in place, transported or referred to other alternative destinations rather than the ED. It can also be argued that on average, a third of the related transports classified under Advanced Life Support Provided (ALS) are Patients that could as well be appropriately transported or referred to transported to other destinations rather than the ED.

Just this year alone, we have responded and attended to two (2) individuals a total of fifty-one (51) times. This is no surprise. Across the country and even here on the Peninsula, EMS workers know

this: super-utilizers and “frequent flyers” are prevalent everywhere and only seems to get worse as most patients sometimes see the use EMS as a form of transportation to the ED is the only way to seek medical care.

- **Goals for Nikiski Fire Department MIH-CP**

- **Short Term:**

The short term goal for NFD’s MIH-CP program is to satisfy the State of Alaska DHSS grant’s goal of reducing the surge on the local hospital during the current covid-19 pandemic by:

- Providing in-home preventive care to patients such as Covid-19 vaccinations and education
 - 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 instead of emergency departments.
 - Providing in-home care as directed by Medical Director for administration of oxygen, monoclonal and other medical director approved antibodies.

- **Long Term:**

Being able to participate in a DHSS sponsored and paid MIH-CP program will only be a start of an amazing service that NFD can offer to the Nikiski Fire Service Area. The long term goal will be to:

- Improve the patient-centric health care experience by safely applying MIH tools and techniques through a program of advanced training for selected community paramedic(s) with quality oversight provided by physician medical director, Michael Levy.
 - Improve availability of EMS resources to the Nikiski Fire Service Area.
 - Innovate collaboratively with healthcare and community partners to improve general public health.

- **What else we hope to solve long term**

- Improve the health and wellness of NFSA members - especially those with chronic conditions who use the ED as their primary source of healthcare. People needing mental health care can be directed to the proper facilities through proper transportation. Slowly, they’ll learn to better take care of themselves instead of using 911 as their catch-all. By helping patients in the community improve mental and physical health, the frequent flyer and super-utilizer phenomenon decreases.
 - Reduce hospital readmissions. One specific subset of patients also routinely call 911 and visit the emergency room with exacerbations of chronic conditions that could be avoided with proper condition management. We will aim to help those with complex chronic conditions improve their health and wellness at home. Through home visits, the community paramedic(s) will teach patients how to use and why they should use their medication. Additionally, this paramedic(s) can work with Pt’s home health provider to assist in filling prescriptions, sorting medications, and explaining how to take them as prescribed. They can supplement information by providing counseling on hospital and clinic discharge instructions.
 - Build more trust with the community. By aiming to solve everyone’s problems, I believe that having an effective MIH-CP will help people have more confidence in EMS and network of healthcare providers. By making routine visits to patients’ homes, our MIH-CP will not only help improve patients’ physical health but also help patients feel more cared-for and supported.

Relations between all network healthcare providers would be improved, especially given the logistical and financial benefits for everyone involved. When people know that their community healthcare providers can provide them with the support that they need, the community inherently will learn to trust them more.

- **How do we fund a budget for MIH-CP Program at Nikiski Fire Department?**

An MIH-CP program can be funded at NFD by possibly utilizing a combination of this three funding sources:

- Addition of MIH-CP services to the office of Senior Captain, EMS. With three (3) other administrative type roles: Chief, Deputy Chief and Assistant Chief of Training, Nikiski Fire is in a very fortunate position to be able to add MIH-CP in some capacity as part of the duties of the office of the Senior Captain, EMS. Through attrition, I believe that we can turn one of the four administration level positions into a MIH-CP position.
- ET3 Reimbursement Model
The Emergency Triage, Treat, and Transport (ET3) Model is a voluntary, five-year payment model that will provide greater flexibility to ambulance care teams to address emergency health care needs of Medicare Fee-for-Service beneficiaries following a 9-1-1 call. The goals of the Model are to provide person-centered care, increase efficiency in the EMS system, and encourage appropriate utilization of emergency medical services.
Under the ET3 Model, CMS will test two new ambulance payments, while continuing to pay for emergency transport of a Medicare beneficiary to a hospital Emergency Department (ED) or other destination covered under current Medicare requirements. Under the ET3 Model, Medicare will pay Model Participants, who are Medicare-enrolled ambulance suppliers and hospital-owned ambulance providers to:
 - Transport a beneficiary to an Alternative Destination Partner such as a primary care doctor's office or an urgent care clinic (Transport to an Alternative Destination Partner), or
 - Initiate and facilitate beneficiary receipt of a medically necessary covered service by a Qualified Health Care Partner or Downstream Practitioner at the scene of a 9-1-1 response, either in-person on the scene or via telehealth (Treatment in Place).

ET3 Model

- Grant Funding
Although this is probably my least optimistic route of funding, Nikiski Fire Department has worked in the past with DHSS and Blast Resolve to collect data and look for grant opportunities to support a MIH-CP/Telemedicine platform. We are currently looking what federal grant options are available.



1010 W Northern Lights Blvd, Anchorage, AK 99503
(907) 562-6449 FAX: (907) 562-9893 www.sremsc.org

CONTRACT FOR SERVICES

Contract No. 2022-05

This contract, effective as of the 18th day of October 2021, between Southern Region Emergency Medical Services Council, Inc. (Hereinafter called "SREMSC") and the Kenai Peninsula Borough, on behalf of the Nikiski Fire Service Area (hereinafter called the "Contractor").

WITNESSETH that:

Whereas SREMSC is entering into this contract by sole source because this is an emergency subcontract for professional services under a State of Alaska grant project (7 AAC 78.180).

Whereas the Contractor is willing to undertake the performance of this contract under the terms of the contract.

Whereas, the SREMSC has authority to enter this contract by authority of its Board of Directors.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I.

THE SERVICES TO BE PERFORMED:

The Contractor will provide Mobile Integrated Health for all the communities, both Native and non-Native, in the area serviced by the contractor.

The Contractor will perform the following activities submitted in the Mobile Integrated Health Program Aiding in Emergency Department Decompression contract proposal and approved by Southern Region EMS Council Inc. and State of Alaska Office of EMS to cover MIH Program Requirements:

1. Integrate EMS system with the healthcare system, with efficient bidirectional sharing of patient health information.
2. Collaborate with stakeholders to meet local community needs.
3. Develop a patient-centered holistic approach focused on the improvement of patient outcomes.
4. Work together with existing healthcare systems or resources within the local community
5. Collect and analyze data to develop evidence-based performance measures
6. The Contractor shall abide by all DHSS Grant Regulations regarding grant programs (7 AAC 78.010 through 78.320).
7. The Contractor will provide SREMSC progress reports within fifteen (15) days following the end of each month in the format provided by SREMSC.
8. The Contractor shall not use any of the funds distributed under this contract for purposes of lobbying before the Alaska Legislature.

9. Reporting: SREMSC will only provide release of funds as described in this document as well as will take into consideration any future awards in this or coming fiscal years, based upon SREMSC's evaluation of the timeliness, accuracy, and adequacy of all components of the Contractor's monthly reporting.
10. The Contractor will comply with any special conditions appended to this contract.

SREMSC agrees to provide technical assistance to the Contractor on an as-needed basis subject to the availability of time and funds.

ARTICLE II. THE PERIOD OF PERFORMANCE:

The period of performance under this contract shall commence on October 18, 2021 and expire on December 31, 2022. Based on available funds the project may be extended.

ARTICLE III. SREMSC SAVED HARMLESS:

(a) Subject to lawful appropriation of funds by the Kenai Peninsula Borough Assembly, the Contractor shall indemnify and hold harmless SREMSC from and against all loss, damage, fines, expenses, actions and claims for injury to persons (including injury resulting in death) and damage to property ("Claims") arising out of or in connection with the Contractor, its agents' or employees' discharge of its duties and responsibilities as specified in this Agreement (including, without limitation, third party Claims and Claims by the Contractor subcontractors in respect of non-payment of such subcontractor's fees) except to the extent such injury or damage is caused or contributed to by the negligence of SREMSC, its agents or employees.

(b) SREMSC shall indemnify and hold harmless the Contractor from and against all Claims arising out of or in connection with SREMSC's, its agents' or employees' discharge of its duties and responsibilities as specified in this Agreement, except to the extent such injury or damage is caused by or contributed to by the negligence of the Contractor, its agents, or employees.

ARTICLE IV. TERMINATION:

Either party may terminate this contract in whole or in part thirty (30) days following receipt of written notice of intent to terminate. The SREMSC shall be held liable only for payment provisions of this contract for services rendered prior to the effective date of termination.

ARTICLE V. NO ASSIGNMENT:

The Contractor shall not assign this contract, or any part thereof, or any right to any of the moneys to have paid him thereunder, nor shall any part of the work done, or materials furnished be sublet, except with the written consent of the SREMSC.

ARTICLE VI. INDEPENDENT CONTRACTOR:

The Contractor shall act in an independent capacity and not as officers or employees or agents of SREMSC in the performance of this contract.

**ARTICLE VII.
AVAILABILITY OF APPROPRIATION:**

This agreement is subject to the availability of appropriation to the SREMSC by the State of Alaska, Department of Health & Social Services.

**ARTICLE VIII.
PAYMENT OF TAXES:**

As a condition of performance of this contract, the Contractor shall pay all Federal, State and Local taxes incurred by the Contractor.

**ARTICLE IX.
WORKERS COMPENSATION COVERAGE:**

The Contractor, if subject to the provisions of the Alaska Workers Compensation Act, shall provide SREMSC with proof, furnished by the insurance carrier, of current coverage by workmen's compensation insurance with an insurance company or association authorized to transact the business of the Workers Compensation Board, or a current certificate of self-insurance by the Alaska Workers Compensation Board.

**ARTICLE X.
EQUAL EMPLOYMENT OPPORTUNITY:**

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical or mental disability, gender, or any other status or condition described in AS 18.80.220. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruiting advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

**ARTICLE XII.
CONSIDERATION:**

Provided that the appropriation received by SREMSC to fund this project is not revoked, rescinded, or reduced, SREMSC shall pay the contractor, in full consideration of the Contractor's performance hereunder:

An total award amount of \$133,594.50 will be paid in monthly installments at a daily rate of \$1,781.26 per the attached Intent to Award Letter.

Payment will be monthly, based upon receipt of program reports.

IN WITNESS WHEREOF, the parties have executed this contract.

CONTRACTOR:
KENAI PENINSULA BOROUGH on behalf of
Nikiski Fire Department

SREMSC:
Southern Region EMS Council, Inc.

BY: _____

BY: _____

Print Name: Charlie Pierce

Print Name: Michael M. Forcier

TITLE: _____

Title: Chief Executive Officer

DATE: _____

DATE: _____

Print Name: Stewart Trent Burnett

Title: Chief, Nikiski Fire Department

Date: _____

Print Name: Dr. Michael Levy

Title: KPB Medical Director

Date: _____

DRAFT

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.**

Brent Johnson, 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, Mayor *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 <i>BH</i>	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.

I look forward to working with your organization on this project.

Sincerely,

A handwritten signature in black ink 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:

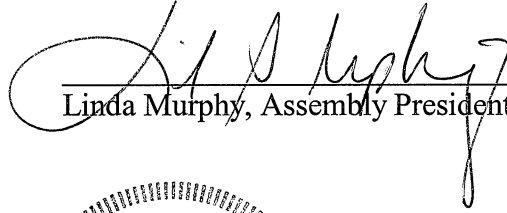
SECTION 1. The indirect rate for capital projects less than \$500,000 shall be 2 percent of the project budget and the indirect rate for capital projects \$500,000 or greater shall be 1 percent.

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.

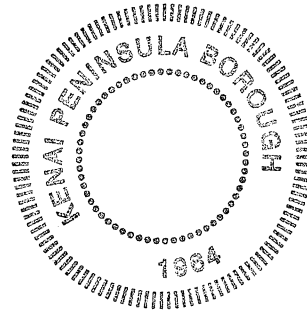
Reference Copy

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.

Brent Johnson, 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 2021-37, 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: Mayor
Date: 11/09/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-082**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COMPUTER
AIDED DISPATCH SERVICES AGREEMENT WITH THE CITY OF HOMER**

WHEREAS, the Kenai Peninsula Borough (“Borough”) operates a multi-agency E911 dispatch center, known as the Soldotna Public Safety Communications Center (“SPSCC”); and

WHEREAS, in 2011 the SPSCC completed installation of a Computer Aided Dispatch System (“CAD”) at the Borough’s primary Public Safety Answering Point (“PSAP”) in Soldotna; and

WHEREAS, through an agreement with the Borough, the city of Kenai has had access to the CAD system installed at the Borough’s SPSCC for approximately 10 years; and

WHEREAS, the city of Homer’s PSAP has recently requested access to the CAD system installed at the Borough’s SPSCC; and

WHEREAS, as part of the agreement, the city of Homer will be responsible for the costs associated with licensing, security, upgrade, repairs, and hardware costs associated with the CAD system installation and access; and

WHEREAS, partnering on projects that involve the integration of mission-critical systems is an important aspect of 9-1-1 call-taking and the dispatch of first responders by PSAPs;

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 to provide the city of Homer access to the Borough’s CAD system.

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 9TH DAY OF NOVEMBER 2021.

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

911 Operations

MEMORANDUM

TO: Brent Johnson, 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 28, 2021

RE: Resolution 2021-082, Authorizing the Mayor to Execute a Computer Aided Dispatch Services Agreement with the City of Homer (Mayor)

In 2011, the Kenai Peninsula Borough ("Borough") completed installation of a Computer Aid Dispatch ("CAD") system at the Soldotna Public Safety Communications Center in Soldotna.

The city of Homer ("City") has recently requested access to the CAD system. This resolution would authorize the Borough to enter into an agreement with the City that provides the City's Public Safety Answering Point ("PSAP") access to the Borough's CAD system. The City will be responsible for the costs associated with licensing, security, upgrade, repairs, and hardware costs associated with the CAD system installation and access.

Under a similar arrangement, the city of Kenai has had access to the Borough's CAD system for approximately 10 years. Partnering on projects that involve the integration of mission-critical systems is an important aspect of 9-1-1 call-taking and the dispatch of first responders by PSAPs.

Your consideration of this resolution is appreciated.

**SOLDOTNA PUBLIC SAFETY COMMUNICATIONS CENTER
COMPUTER AIDED DISPATCH (CAD) SERVICES AGREEMENT
BETWEEN CITY OF HOMER AND KENAI PENINSULA
BOROUGH**

This *Soldotna Public Safety Communications Center Computer Aided Dispatch (CAD) Services Agreement Between City of Homer and Kenai Peninsula Borough* (hereinafter the "agreement"), effective on the date of the last signature, is between the Kenai Peninsula Borough ("Borough"), an Alaska municipal corporation, 144 North Binkley Street, Soldotna, Alaska 99669, and the City of Homer ("City"), an Alaska municipal corporation, 491 E. Pioneer Avenue Homer, AK 99603. In this agreement, the Borough and the City are jointly referred to as the "parties."

WHEREAS, in 2011, the Soldotna Public Safety Communications Center ("SPSCC") completed the installation of a Computer Aided Dispatch System ("CAD") at the Primary PSAP, located at the SPSCC, 253 Wilson Lane, Soldotna; and

WHEREAS, the City's Public Safety Answering Point ("PSAP") has requested access to the CAD system installed at the Borough's SPSCC to support law enforcement and emergency response operations; and

WHEREAS, the City PSAP's personnel training and system maintenance efforts are important to ensure proper and consistent use of mission-critical systems such as CAD and other integrated technologies for the mutual benefit of both parties. In order to assure continued interoperability, it is necessary for the parties to cooperatively implement the installation, training, and continued sustainability of the CAD system in the future; and

WHEREAS, continued enhancement and future development of CAD and related mission-critical systems requires the parties to share the associated costs in a manner that is fair and meets both party's needs; and

WHEREAS, partnering on projects that involve the integration of mission-critical systems is an important aspect of 9-1-1 call-taking and the dispatch of first responders by PSAPs. The public interest is best served by ensuring cooperation through this agreement;

NOW, THEREFORE, for good and valuable consideration including the performance of the terms and conditions of this agreement, the parties do hereby agree as follows:

SECTION 1. Data Security. The City is responsible for complying with all confidentiality laws and requirements for any information that may be viewable on the CAD system at the City PSAP facility by their employees, contractors, or other third parties. Incident information within the CAD system may contain law enforcement and Criminal Justice Information Service ("CJIS") data retrieved from federal, state or

international sources and can only be accessed for authorized criminal justice purposes as governed by state and federal law. Access to Alaska Public Safety Information Network ("APSIN") data requires successful completion of a certification exam under Alaska law.

All information accessed through the CAD system shall be treated as strictly confidential and, except as provided below, shall not be disclosed or provided to any agency, company, employee, contractor, or other third party who has not signed a Data Confidentiality Agreement. In the case of criminal justice information, a signed Criminal Justice Information System ("CJIS") user agreement with the Alaska Department of Public Safety is also required. A PSAP may release its own data from either the CAD or 911 systems for administrative purposes, emergency purposes, investigative purposes, prosecutorial purposes, and public records act purposes.

User access to CAD incident data for any purpose other than performing a legitimate job function or complying with a specific supervisor request is prohibited. Due to the nature of criminal justice data ownership and medical data sensitivity, any violation of the data security rules may result in removal of user privileges until the situation is reviewed and resolved by appropriate management.

The City PSAP management is responsible for ensuring that their employees receive training and demonstrate understanding of data security issues, including but not limited to: knowing when they are authorized to access the system, what information they can access in the system, when information can be shared from the system, and how information from the system can be disseminated. Users may face administrative and/or criminal proceedings if found to have misused the system.

SECTION 2. Training. The City is responsible for all scheduling, costs, and other logistics related to CAD vendor training of City of Homer staff, and for any training relevant to their specific functional needs beyond the core CAD feature set. The City will be responsible for any ongoing training costs for enhancements purchased to augment the basic core CAD System. This also includes but is not limited to training related to staff turnover and ancillary feature training.

SECTION 3. Borough Responsibilities. The Borough:

1. Paid the costs associated with installation and initial training for the core CAD system. The Borough will continue to pay for the software licensing for the core CAD system during the life of this agreement, and will maintain system-relevant server functionality. The Borough reserves the right to define "core" features as it relates to licensing options; typically, "core" will be defined as those components required providing basic dispatch functionality for the SPSCC.

2. Will be responsible for the maintenance and continuing functionality of the physical enterprise network that the CAD system functions on for the life of this agreement. This shall include metro area CAD connectivity, whether it is provided privately or commercially, as well as routers and switches.

3. Will be responsible for security and safety of the local CAD network in the City PSAP. This shall include anti-virus, security, and intrusion protection as well as resource permissions. This network shall be exclusively designated for use only for Borough designated 9-1-1/CAD functionality. All other use is prohibited, unless the Borough grants permission in writing. Notwithstanding, this provision does not apply to physical site security (such as locked access and surveillance systems) at the City PSAP. Physical site security that will be under the control of the City and remain the responsibility of the City.

4. Will be responsible for upgrading, repairing and replacing as necessary all network and server hardware associated with the Borough's CAD system installation.

5. Will be responsible for overseeing all CAD and 911 system trouble ticket submissions to maintain consistency and manageability between all Partner Agencies for benefit of public safety and to limit potential impact on other systems. Trouble tickets will be submitted to the CAD vendor by KPB personnel only. Trouble reports shall be sent to G_Notify_911_CAD_Admin@kpb.us.

SECTION 4. City Responsibilities. The City shall:

1. Provide space, electricity, intertie connections, and proper network wiring for the CAD system installed in the City PSAP, according to Borough standards. The City PSAP IT personnel responsible for workstation maintenance will collaborate with the SPSCC 9-1-1 Technical Specialist to triage and resolve issues relating to 9-1-1 and CAD workstation hardware and connectivity;

2. Reimburse the Borough for the City's fair share of the annual CAD system Software Maintenance fees as billed by the CAD vendor, Tyler Technologies, starting with the fees for Fiscal Year 2023. These fees are calculated by equally dividing the costs of shared ancillary services such as Mobility Server Maintenance, Mobility Hosting Fees, CAD AVL Maintenance, CrewForce Fire Dispatch and Mapping Maintenance, EPCR Interface, Mobile Site License Maintenance, and Fire Dispatch/Messaging Maintenance between Partner Agencies and adding the cost of three CAD stations (3/19 of the cost of CAD core functionality maintenance) plus any additional Tyler services solely used by the city. The estimated cost of the City's share for FY2023 is \$13,341.30. The parties further agree that City PSAP access to the CAD system is expected to start sometime in FY2022 and the City will be billed directly by the vendor at a pro-rated rate for the City's share of the annual Software Maintenance fees for FY2022;

3. Remit payment for all invoices issued by the Borough for costs described in this Section within a net 30 days after receipt of the invoice;

4. Be responsible for the purchase, maintenance, repair, and replacement of any physical workstation hardware including but not limited to computers, displays, and keyboards that are located within the City PSAP that were not associated with the original - 2011 - CAD workstation installations;

5. Be responsible for connectivity infrastructure from the switch port to the end device. The City, however, is not responsible for the connectivity infrastructure of the switch port. The City will have an ongoing responsibility for ancillary functionality

support as defined in Section 5. The City will also be responsible for the ongoing compatibility of their chosen records management system (RMS). This shall include consultation with the SPSCC 9-1-1 Technical Specialist for any system upgrades to either CAD or RMS that may impact compatibility. The Borough must approve any hardware component replacement proposed by the City prior to use or installation by the City;

6. Be responsible for physical site security at the City PSAP;
7. Allow access at all times to KPB Personnel to perform maintenance on Borough equipment;
8. Immediately report City PSAP CAD system faults to the SPSCC 9-1-1 Technical Specialist through the City PSAP Manager.

SECTION 5. Ancillary System Management and Costs. The cost of licensing for any additional features for individual workstations beyond core functionality, also known as ancillary functionality, will be the financial responsibility of the City. Similarly, the City will be responsible for the costs associated with the installation of any additional workstations beyond those initially installed by the Borough. The Borough reserves the right to define ancillary functionality, but typically "ancillary" will be defined as value added features outside the scope of core dispatch functionality.

The City will purchase all licensing, hardware and software according to Borough standards, in order to maintain equipment and "version" consistency across Partner Agencies.

If the City PSAP interfaces with the Borough's CAD system through client mobile data computer ("MDC") projects or records management system ("RMS"), they will consult with their own technical support and the SPSCC 9-1-1 Technical Specialist to purchase equipment and licensing, and to contribute to added maintenance and service under existing Borough contracts with vendors. MDC and RMS are considered to be ancillary functions.

Any ancillary integration to the CAD system must receive prior approval from the Borough and be fully covered under the vendor's maintenance agreement. The Borough may require ancillary feature version upgrades to guarantee overall system compatibility, uniformity and security. Support for ancillary functionality will be the sole responsibility of the City. The Borough will retain the right to mandate training requirements and to identify City PSAP staff authorized to provide field support for ancillary functionality, ensuring that this responsibility is effectively managed by the City PSAP.

The City will remit payment for all invoices issued by the Borough for costs described in this Section within a net 30 days after receipt of the invoice.

SECTION 6. System Modifications. No software modifications are permitted by the City without initial consultation with the SPSCC 9-1-1 Technical Specialist and express

written permission of the Borough. This requirement is necessary to maintain consistency and manageability between all Partner Agencies for benefit of public safety and to limit potential impact on other systems. The KPB has sole discretion to assign permissions and other user privileges. Any maintenance functions that have a Global Impact must be requested to the KPB and performed by the SPSCC 9-1-1 Technical Specialist or SPSCC CAD Administrator. "Global Impact" being defined as any change or addition to the CAD system with the potential to affect more than one agency.

SECTION 7. Equipment Ownership. All equipment purchased by the Borough shall remain the property of the Borough. The Borough, at its discretion, may remove such equipment upon termination of this agreement. At its discretion, the Borough may also repair and replace such equipment at any time. All equipment purchased by the City shall remain the property of the City and the City may repair and replace such equipment, at its discretion, at any time. CAD workstation replacement must be coordinated with the SPSCC 9-1-1 Technical Specialist to assure proper installation/configuration of CAD client software.

SECTION 8. Term. This agreement shall take effect immediately upon approval and signature by both the City and the Borough and shall continue in effect unless terminated by either of the parties as described in Section 9.

SECTION 9. Termination. The agreement may be terminated by either party, without cause. **A party wishing to withdraw from and terminate this agreement shall provide written notice to the other party on or before March 2nd of the year termination is sought. Such termination shall be effective as of the July 1st date immediately following the notice, unless otherwise agreed in writing by both parties.**

In the event of a breach of any term or condition of this agreement, the non-breaching party must provide notice within 10 days of becoming aware of the breach. If the breaching party fails to cure the breach within 10 days of receiving the notice, the non-breaching party may terminate this agreement immediately and arrange for the return all Borough and/or City owned equipment, as applicable. Upon termination of this agreement for cause, the City shall promptly reimburse the Borough for the prorated balance remaining of funds paid in advance for services provided pursuant to this agreement. This includes services provided from the date the agreement is terminated through the withdrawal period. Additionally, the Borough shall be entitled to peaceably enter the City PSAP premises and repossess all Borough owned equipment. The breaching party shall be responsible for all costs and actual reasonable attorney fees associated with a termination for cause.

SECTION 10. Assignment. This agreement is not assignable or transferable.

SECTION 11. Compliance with Law. Both parties agree to comply with any applicable provisions of federal, state and borough laws in providing services under this agreement.

SECTION 12. Amendments. Any modifications to the terms of this agreement will be addressed by amendments signed by both parties, which will be attached as appendices to this agreement.

SECTION 13. Counterparts. The agreement may be executed in counterpart, each of which when so executed and delivered shall be considered an original and all of which when taken together will constitute one and the same instrument.

CITY OF HOMER

 _____

By: Bob Dumouchel

Title: CITY MANAGER

DATED: 15 OCT 24


KENAI PENINSULA BOROUGH

By: Charlie Pierce

Title: Mayor

DATED: _____

ATTEST:

 _____
Melissa Jacobsen, City Clerk

ATTEST:

Johni Blankenship, Borough Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

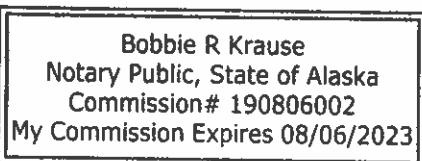
Sean Kelley, Deputy Borough Attorney

CITY OF HOMER ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 15th day of October 2021, by Rdo Dumouchel, the City Manager for the City of Homer, an Alaska municipal corporation, for and on behalf of the corporation.

Bobbie R Krause
 Notary Public for State of Alaska
 My Commission Expires: 08/06/23



Introduced by:	Mayor
Date:	11/09/21
Hearing:	12/07/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-28**

**AN ORDINANCE ALLOCATING AND REDIRECTING U.S. DEPARTMENT OF
TREASURY, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
ESTABLISHED BY THE AMERICAN RESCUE PLAN ACT OF 2021 AND
APPROPRIATING GENERAL FUND FUND BALANCE TO SPECIFIC PAY-GO
CAPITAL PROJECTS**

WHEREAS, Ordinance 2021-19-08 approved and appropriated \$11,403,341 from the U.S. Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds (“Grant Funds”), established by the American Rescue Plan Act of 2021; and

WHEREAS, the Grant Funds are governed by Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2; and

WHEREAS, the Grant Funds were appropriated for three qualified projects that may provide the greatest public benefit on an areawide basis as follows:

\$2,000,000 of the Grant Funds allocated to educational services and transferred to the Kenai Peninsula Borough School District for education;

\$6,000,000 of the Grant Funds were allocated to the Solid Waste Leachate Project;

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

WHEREAS, this ordinance allocates Grants Funds of \$2,203,341 to fund the Homer High School Roof Replacement Pay-Go Critical Infrastructure Project; and

WHEREAS, this ordinance appropriates \$1,800,000 from the General Fund fund balance to complete Phase 2 and Phase 3 of the Homer High School Roof Replacement Project; and

WHEREAS, this ordinance allocates Grant Funds of \$700,000 to construct a new exterior side on a portion of West Homer Elementary to stop water intrusion; and

WHEREAS, this ordinance redirects Grant Funds of \$500,000 to fund critical bridge infrastructure by rebuilding and upgrading bridges within the Kenai Peninsula Borough;

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

SECTION 1. That \$2,203,341 in previously appropriated grant funds are allocated to fund the Homer High School Roof Replacement Pay-Go Critical Infrastructure Project account number 400.72010.SLF03.49999.

SECTION 2. That funds in the amount of \$1,800,000 are appropriated from the General Fund fund balance account 100.27910 to account 400.72010.HHSRF.49999 for the completion of Phase 2 and Phase 3 of the Homer High School Roof Replacement Project.

SECTION 3. That \$700,000 in previously appropriated grant funds are allocated to West Homer Elementary to fund the New Exterior Side Pay-Go Critical Infrastructure Project account number 400.72051.SLF04.49999.

SECTION 4. That \$500,000 in previously appropriated grant funds, account 271.94910.SLF03.49999, is redirected to 271.94910.SLF05.49999 to be transferred to 434.33950.SLF05.49999 for the completion of necessary pay-go critical borough bridge infrastructure improvements.

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. That this ordinance shall become effective immediately upon its enactment.

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

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
John Hedges, Purchasing & Contracting Director *JH*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*
Brandi Harbaugh, Finance Director *BH*
Dil Uhlin, Roads Director *DU*

DATE: October 28, 2021

SUBJECT: Ordinance 2021-19- 28, Allocating and Redirecting U.S. Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act of 2021 and Appropriating General Fund Fund Balance to Specific Pay-Go Capital Projects (Mayor)

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

In July 2021, by way of Ordinance 2021-19-08, \$11,403,341 was appropriated to these three projects that may create the greatest public benefit on an areawide basis: 1.) \$2,000,000 in revenue replacement to be allocated to educational services, 2.) \$3,403,341 in revenue replacement for critical infrastructure "Pay-Go" capital projects, and 3.) \$6,000,000 for solid waste leachate system rehabilitation. The \$3,403,341 in critical infrastructure requires additional allocation of funds to specific "Pay-Go" capital projects to be approved by the assembly.

Of the \$3,403,341 in lost revenue to be invested in "pay-go" critical infrastructure projects, it is proposed that the following "Pay-Go" Capital projects be completed:

Page 2 of 2

October 28, 2021

Re: O2021-19-_____

1. \$2,203,341 to fund the Homer High School Roof Replacement Project. This ordinance also appropriates General Fund fund balance of \$1,800,000 needed to complete Phases 2 and 3 of the Homer High School Roof Replacement Project.
2. \$700,000 to fund the construction of a new exterior side on a portion of West Homer Elementary to stop water intrusion.
3. \$500,000 to fund critical bridge infrastructure by rebuilding and upgrading bridges within the Kenai Peninsula Borough.

**FINANCE DEPARTMENT
M FUNDS/ACCOUNT VERIFIED**

Account: 271.94910.SLF03.49999 Amount: \$3,403,341.00

Account: 100.00000.00000.27910 Amount: \$1,800,000

By CS

Date: 10/27/2021

Reference Copy

Introduced by:	Mayor
Date:	08/03/21
Hearing:	08/17/21
Action:	Enacted
Vote:	8 Yes, 0 No, 1 Absent

KENAI PENINSULA BOROUGH ORDINANCE 2021-19-08

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

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

Reference Copy

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. That this ordinance shall be effective upon its enactment.

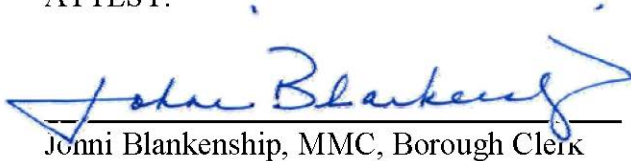
Reference Copy

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF AUGUST, 2021.

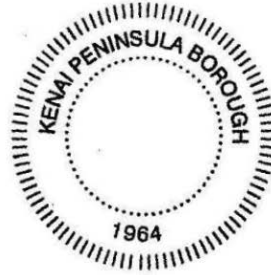


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



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

No: None

Absent: Derkevorkian

Introduced by:	Mayor
Date:	11/09/21
Hearing:	12/07/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-19-29**

**AN ORDINANCE ACCEPTING AND APPROPRIATING FUNDING FROM THE
STATE OF ALASKA IN THE AMOUNT OF \$167,897.40 FOR THE HEALTHY AND
EQUITABLE COMMUNITIES PROGRAM, A FEDERAL PASS-THRU AWARD
UNDER THE CENTERS FOR DISEASE CONTROL AND PREVENTION**

WHEREAS, the Alaska Department of Health and Social Services (“DHSS”) has notified municipalities of funding through the “Healthy and Equitable Communities Program” (“funding”) that is a federal pass-thru program under the Centers for Disease Control and Prevention (“CDC”); and

WHEREAS, the borough was notified of funding up to \$237,043.12 that may be used to assist COVID-19 testing and vaccine administration as well as recovery activities; and

WHEREAS, the borough, and the cities of Kenai and Soldotna, in the interests of maximizing the public benefit, collaborated to authorize DHSS to fund the cities directly(City of Kenai \$43,298.45 and City of Soldotna \$25,847.27); and

WHEREAS, it is in the best interests of the borough to accept the balance of the award in the amount \$167,897.40 and to subaward these funds to South Peninsula Hospital to help defray costs resulting from the impacts of the coronavirus pandemic;

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

SECTION 1. That the mayor is authorized to accept the Healthy and Equitable Communities Program award in the amount of \$167,897.40 from the State of Alaska for testing and vaccine response as well as recovery activities based upon COVID-19 impacts.

SECTION 2. That the mayor is authorized to execute any documents deemed necessary to accept and expend the funds and to fulfill the intents and purposes of this ordinance.

SECTION 3. That the federal pass-thru funds in the amount of up to \$167,897.40 are appropriated to account 271.94910.22VAC.49999, contingent upon actual award amount.

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. This ordinance shall become effective immediately upon enactment.

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

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

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

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

DATE: October 25, 2021

RE: Ordinance 2021-19-29, Approving and Appropriating Funding from the State of Alaska in the Amount of \$167,897.40 for the Healthy and Equitable Communities Program, a Federal Pass-Thru Award under the Centers for Disease Control and Prevention (Mayor)

The State of Alaska Department of Health and Social Services, Division of Public Health (DHSS) is providing funding, through a federal pass-thru program, to municipalities to help to increase access to COVID-19 testing; to build capacity to increase access to vaccinations; and, to address recovery activities. The borough's calculated allocation is \$237,043.12. A portion of the allocated funds may be directly designated to the cities of Kenai and Soldotna.

Working collaboratively, the borough and the cities recommended to DHSS that directly awarding each city with an additional allocation proportionate to their municipal allocation (City of Kenai \$43,298.45 and Soldotna \$25,847.27) would increase efficiencies and maximize the benefit to the public.

The borough will enter into a subrecipient agreement with South Peninsula Hospital ("Hospital") to pass on its remaining allocation in the amount of \$167,897.40 to support its ongoing programs. This recommendation is based upon the Hospital's financial need to continue their exemplary community health programs. Upon approval, the borough will enter into a memorandum of agreement with DHSS to reimburse the proposed activities in the attached budget narrative.

The Community & Fiscal Projects Manager will provide grant oversight. Your consideration of this ordinance is appreciated.

Attachment: DHSS Program and Muni Allocations

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED

Account No.: 271.94910.22VAC.49999

Amount: \$167,897.40

NOTES: Contingent upon assembly
approval of Ordinance BH

By: *CJ* _____ Date: 10/28/2021



Healthy & Equitable Communities Memorandum of Agreement Information

PURPOSE:

The State of Alaska, Department of Health and Social Services, Division of Public Health will provide funding to Alaskan local governments in support of creating and sustaining healthy and equitable communities around the state.

Funding will be available through June 30, 2024 to support the following activities and strategies to promote and build healthy and equitable communities around the state. All funded activities must have an emphasis on high risk, underserved population groups.

- Ensure a fair and adequate baseline of care is established for populations at higher risk that are underserved and who are disproportionately impacted by COVID-19 by expanding existing or developing new mitigation and prevention resources and services;
- Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response;
- Build, leverage or expand infrastructure support for COVID-19 or future pandemic prevention and control among populations that are at higher risk or underserved;
- Mobilize partners to build and promote healthy and equitable communities, improving everyone's opportunities for living a healthy life, particularly those who are disproportionately impacted by COVID-19;
- Improve access to COVID-19 vaccine, as well as other necessary vaccines, for individuals who are higher risk or underserved.

SCOPE OF FUNDING:

Strategies that are implemented should aim to build infrastructures that both improve health outcomes for higher risk underserved Alaskans in the current COVID-19 pandemic and set the foundation for future responses. This application mentions several eligible activities, but communities are not limited in scope to these examples. There are several resources available for communities to assist them in determining what types of activities may be proposed. The [Alaska Health Equity Index](#) utilizes data from the US Census Bureau and the US Centers for Disease Control and Prevention's Social Vulnerability Index and is an excellent reference to assist communities in identifying target populations* and areas of need. The Healthy Alaskans team has identified priority health topics for the [Healthy Alaskans 2030 plan](#) including strategies and actionable objectives within each strategy. Both resources highlight the needs of Alaskans, and communities are encouraged to develop plans that incorporate factors from either of these resources.

*Target populations can include but are not limited to:

- Low income or homeless individuals
- Individuals/families/communities with limited access to technology/internet
- Individuals/families/communities who face food insecurity
- Communities with limited to no transportation access

- Individuals without access to health care
- Populations that do not speak English as their first language
- Rural communities/areas where physical services are not accessible
- Refugee/immigrant communities that face economic, cultural, or linguistic barriers to accessing health care services
- Individuals with disabilities
- Older adults
- Children
- Individuals with mental health or substance-related disorders

Funding is calculated using two factors: population size, and the [Alaska Health Equity Index](#).

ELIGIBILITY:

Local governments are eligible to apply and may propose plans to engage one or more communities and geographic areas. The definition of communities may also include a group of people who have particular characteristic in common (e.g. share similar cultural beliefs or interests). Please work with your local tribes, borough, or municipality to ensure efforts are coordinated. DHSS allows recipients to act as pass-through entities to provide funding to other recipients, including community-based organizations serving populations who may experience health inequities. **Technical assistance will be provided throughout the funding period to assist with reporting, advancing approved projects, pre-approval of activities and invoice processing.**

If you live in an unincorporated census area or census designated place, are aware of an entity or organization that is interested in implementing this work and unsure about how to access this funding opportunity, please contact or HEcommunities@alaska.gov or maria.caruso@alaska.gov to discuss potential alternative opportunities. Designated entities must have the capacity to manage funds and implement projects within the scope of the funding. If communities chose to pursue this route for funding, alternative entities must be identified by **October 22, 2021**. The state intends to open up an alternate method of procurement for these entities, and the timeline for funding will be dependent upon the number of non-governmental entities identified across the state for this option. We will make every attempt to accommodate alternative requests. **For entities that chose to pursue this option, please be aware that the funding can take significantly longer to award through alternate procurement methods.**

REPORTING:

Reporting requirements will be due at the same time as invoices. Payment will not be issued unless necessary reporting is attached. Reporting requirements will be determined during the MOA preparation and will be dependent upon the type of activities selected. Entities are encouraged to collaborate with hospitals, schools and community organizations to improve the outcomes for their population. **See attachment of Healthy and Equitable Communities Memorandum of Agreement fund amounts.**

PERIOD OF AGREEMENT, DATES AND DEADLINES:

October 29, 2021 – June 30, 2024

Important dates:

Tuesday, October 5: 4-5pm	Pre award meeting with technical assistance (4pm)
Friday, October 8: 11-12pm	2 nd Pre award meeting with technical assistance (10am)
Friday, October 29 by 5pm	Funding Requests due to HECommunities@alaska.gov
November 2021	Award funding to Communities via signed MOA
June 31, 2024	Final receipts due to DPH, payments issued to Communities

Submit questions to: Maria.caruso@alaska.gov or HEcommunities@alaska.gov

TERMS OF PAYMENT: Funds will be reimbursed through invoicing upon approval of MOA.

PRIOR APPROVAL REQUIRED*:

- Construction projects
- Vehicles
- Furniture
- Equipment over \$25,000
- Reimbursement of pre-award costs (will only be considered back to June 1, 2021)

*If you wish to utilize funds for any of the above items, please provide a detailed description of how these items will fit into the overall goal of the project they will support and how they will be used.

FUNDS CANNOT BE USED FOR:

- Programs or services already funded by another HSS grant, contract or MOA
- Research
- Clinical care
- Publicity or propaganda

If these funds are used to administer COVID-19 testing or vaccine services recipients must:

- Establish/maintain a means to ensure that the results of all COVID testing performed by this entity/sub-recipient/pass through entity is reporting to the State of Alaska Department of Health and Social Services. All testing (all types, all results) is subject to this requirement and must be reported within 24 hours of administration
- Establish/maintain a means to ensure that the COVID-19 vaccine administration performed by this entity/sub-recipient/pass through entity is reporting to the State of Alaska Department of Health and Social Services. All vaccinations must be reported within 24 hours of administration. **Please complete the application in order to develop MOA.**

Submit completed application and W9 to: HEcommunities@alaska.gov and cc maria.caruso@alaska.gov.

Koliganek CDP	\$ 1,183.75
Manokotak city	\$ 2,989.89
New Stuyahok city	\$ 2,995.99
Portage Creek CDP	\$ 6.10
Togiak city	\$ 5,235.35
Twin Hills CDP	\$ 585.77
Dillingham Census Area	\$ 29,123.94
Badger CDP	\$ 114,463.86
Chena Ridge CDP	\$ 38,392.59
College CDP	\$ 73,233.93
Eielson AFB CDP	\$ 21,612.61
Ester CDP	\$ 14,882.32
Fairbanks city	\$ 191,657.86
Farmers Loop CDP	\$ 29,368.01
Fox CDP	\$ 2,257.67
Goldstream CDP	\$ 21,777.36
Harding-Birch Lakes CDP	\$ 1,885.46
Moose Creek CDP	\$ 3,728.21
North Pole city	\$ 13,051.77
Pleasant Valley CDP	\$ 4,100.42
Salcha CDP	\$ 6,150.62
South Van Horn CDP	\$ 3,148.53
Steele Creek CDP	\$ 42,017.07
Two Rivers CDP	\$ 3,905.16
Fairbanks North Star Borough	\$ 592,845.79
Covenant Life CDP	\$ 475.94
Excursion Inlet CDP	\$ 67.12
Haines CDP	\$ 11,062.58
Lutak CDP	\$ 274.58
Mosquito Lake CDP	\$ 1,678.00
Mud Bay CDP	\$ 1,153.24
Haines Borough	\$ 15,376.56
Angoon city	\$ 2,330.89
Elfin Cove CDP	\$ 54.92
Game Creek CDP	\$ 103.73
Gustavus city	\$ 3,362.10
Hoonah city	\$ 4,692.29
Klukwan CDP	\$ 524.76
Pelican city	\$ 421.02
Tenakee Springs city	\$ 720.01
Whitestone Logging Camp CDP	\$ -
Hoonah-Angoon Census Area	\$ 12,655.15
Juneau city and borough	\$ 193,872.82
Juneau City and Borough	\$ 193,872.82
Anchor Point CDP	\$ 12,954.14
Bear Creek CDP	\$ 13,088.38
Beluga CDP	\$ 146.44
Clam Gulch CDP	\$ 1,293.58
Cohoe CDP	\$ 9,445.60

Cooper Landing CDP	\$	1,678.00
Crown Point CDP	\$	414.92
Diamond Ridge CDP	\$	8,267.95
Fox River CDP	\$	4,076.01
Fritz Creek CDP	\$	13,704.67
Funny River CDP	\$	6,535.04
Halibut Cove CDP	\$	433.23
Happy Valley CDP	\$	4,021.09
Homer city	\$	33,639.28
Hope CDP	\$	1,287.48
Kachemak city	\$	3,227.86
Kalifornsky CDP	\$	53,091.85
Kasilof CDP	\$	3,246.16
Kenai city	\$	43,298.45
Lowell Point CDP	\$	506.45
Moose Pass CDP	\$	1,501.05
Nanwalek CDP	\$	1,665.79
Nikiski CDP	\$	27,940.19
Nikolaevsk CDP	\$	1,793.93
Ninilchik CDP	\$	5,040.10
Point Possession CDP	\$	329.50
Port Graham CDP	\$	1,110.53
Primrose CDP	\$	457.64
Ridgeway CDP	\$	13,350.76
Salamatof CDP	\$	7,059.79
Seldovia city	\$	1,238.67
Seldovia Village CDP	\$	1,165.45
Seward city	\$	15,309.44
Soldotna city	\$	25,847.27
Sterling CDP	\$	37,184.43
Sunrise CDP	\$	73.22
Tyonek CDP	\$	915.27
Kenai Peninsula Borough	\$	359,604.09
Ketchikan city	\$	49,058.55
Loring CDP	\$	12.20
Saxman city	\$	2,648.19
Ketchikan Gateway Borough	\$	83,454.46
Akhiok city	\$	384.41
Aleneva CDP	\$	48.81
Chiniak CDP	\$	262.38
Karluk CDP	\$	134.24
Kodiak city	\$	34,042.00
Kodiak Station CDP	\$	7,432.00
Larsen Bay city	\$	317.29
Mill Bay CDP	\$	25,310.31
Old Harbor city	\$	1,073.92
Ouzinkie city	\$	756.62
Port Lions city	\$	1,006.80
Womens Bay CDP	\$	4,582.46

KPB allocation less six municipalities = \$237,043.12

KPB allocation less additional funds to city of Kenai \$43,298.45 and city of Soldotna \$25,847.27 =

\$167,897.40 KPB allocation to be subawarded to South Peninsula Hospital.



Office of the Borough Mayor

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

Charlie Pierce
Mayor

October 22, 2021

Maria Caruso

AK Department of Health & Social Services/Division of Public Health

3601 C Street, Suite 756

Anchorage, AK 99503-5924

Submitted electronically

Subject: Healthy Equitable Communities Grant – City Allocations

Dear Ms. Caruso:

The Kenai Peninsula Borough formally requests that a portion of the Borough's allocation is directly awarded from DHSS to the cities of Kenai and Soldotna as follows:

City of Kenai: direct award \$43,298.45 of Borough funds to the city. This amount is in addition to the city's anticipated allocation.

City of Soldotna: direct award \$25,847.27 of Borough funds to the city. This amount is in addition to the city's anticipated allocation.

This request removes a layer of unnecessary processes through the Borough by allowing the state to provide direct oversight between the Division of Health and the cities. We greatly appreciate the cities' efforts to provide services and programs that will have public benefit. Please contact Brenda Ahlberg, Community & Fiscal Projects Manager should you need additional information at 907-714-2153 or bahlberg@kpb.us

Sincerely,

Charlie Pierce,
Mayor

ba/CP

CC: Brenda Ahlberg, Community & Fiscal Projects Manager
Paul Ostrander, City of Kenai City Manager
Stephanie Queen, City of Soldotna City Manager



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce,
Community,
and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

October 1, 2021

Kenai Peninsula Borough

Attn: Borough Clerk

Via Email: tshassetz@kpb.us; micheleturner@kpb.us; jblankenship@kpb.us; sness@kpb.us; mjenkins@kpb.us; btaylor@kpb.us; maldridge@kpb.us; slopez@kpb.us; ncarver@kpb.us; mberg@kpb.us

License Number:	28917
License Type:	Retail Marijuana Store
Licensee:	Jesse Lee Spurgeon; Kaden Chace Spurgeon; Rebecca Sue Spurgeon
Doing Business As:	Back Alley Vapes
Physical Address:	51698 Kenai Spur Hwy Suite D Kenai, AK 99611
Designated Licensee:	Jesse Lee Spurgeon
Phone Number:	907-398-8806
Email Address:	jesselspurgeon@gmail.com

☒ **New Application** ☐ **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our October 26-28, 2021 meeting.

Sincerely,

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

} SS:

Jeff Hayden being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

Marijuana License

03/05/21

03/12/21

03/19/21

New Marijuana License Application	
Kaden Chase Spurgeon, Rebecca Sue Spurgeon, Jesse Lee Spurgeon are applying under 3 AAC 306.300 for a new Retail Marijuana Store License, License #28917, doing business as Back Alley Vapes, located at 51698 Kenai Spur Hwy, Suite D, Kenai, AK 99611, UNITED STATES.	
Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at https://www.commerce.alaska.gov/web/amco . Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 330 W. 7th Ave, suite 1600 Anchorage, AK 995801.	
Pub: March 5, 12 & 19, 2021	921250

SUBSCRIBED AND SWORN before me on this

30th day of March, 2021.

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3-6-24

Elizabeth A. McDonald
Notary Public, State of Alaska
Commission #200306009
My Commission Expires March 6, 2024



28917



THE STATE
of **ALASKA**

GOVERNOR MICHAEL J. DUNLEAVY

Department of Environmental
Conservation

DIVISION OF ENVIRONMENTAL HEALTH
FOOD SAFETY & SANITATION PROGRAM

43335 Kalifornsky Beach Rd
Soldotna, Alaska, 99669
Main: 907.262.3408
fax: 907.262.2294

www.dec.alaska.gov/eh/fss
heidi.isernhagen@alaska.gov

March 15, 2021

Kaden Spurgeon
Back Alley Vapes
51698 Kenai Spur Hwy, Suite D
Nikiski, AK 99635

Subject: DEC Food Establishment Permit Not Required

Dear Kaden ,

Thank you for your recent application for a permit from the Department of Environmental Conservation's Food Safety and Sanitation program. This letter is to inform you that the marijuana establishment you have described in your application does not require a permit under the Alaska Food Code (18 AAC 31) since your plan is to sell only prepackaged, non-potentially hazardous food (18 AAC 31.012(c)(1)).

Non-potentially hazardous foods are foods that do not support the growth of dangerous bacteria because of their water activity, pH, or a combination of the two. A good method to determine whether a food is non-potentially hazardous is whether it requires refrigeration to keep it safe or preserve it. If it does not require refrigeration, it is most likely non-potentially hazardous. If you are unsure about the safety of a product and whether it requires temperature control be sure to contact the Food Safety and Sanitation program for more information.

Please be aware that if you change the type of food that you sell at your establishment to include foods that are potentially hazardous, you will be required to submit a plan of your operations and apply for a food establishment permit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Heidi Isernhagen".

Heidi Isernhagen
Environmental Health Officer





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Kaden Chace Spurgeon	License Number:	28917		
License Type:	Retail Marijuana Store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	AK	ZIP:	99611

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Kaden Chace Spurgeon
Title:	Partner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

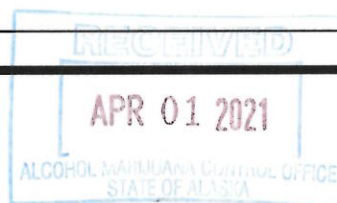
Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

--





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

KCS

I certify that I am not currently on felony probation or felony parole.

KCS

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

KCS

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

KCS

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

KCS

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

KCS

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

KCS

I certify that my proposed premises is not located in a liquor licensed premises.

KCS

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

KCS

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

KCS

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

KCS





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

105



Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee


Printed name of licensee


Notary Public in and for the State of Alaska

My commission expires: 6-26-2021

Subscribed and sworn to before me this 15th day of March, 2021



28917



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Jesse Lee Spurgeon	License Number:	28917		
License Type:	Retail Marijuana Store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	AK	ZIP:	99611

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jesse Lee Spurgeon
Title:	Partner

Section 3 – Other Licenses

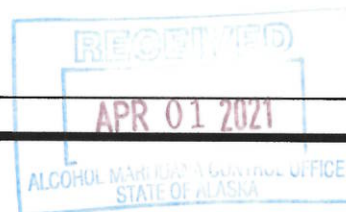
Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

JLS

I certify that I am not currently on felony probation or felony parole.

JLS

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

JLS

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

JLS

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

JLS

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

JLS

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

JLS

I certify that my proposed premises is not located in a liquor licensed premises.

JLS

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

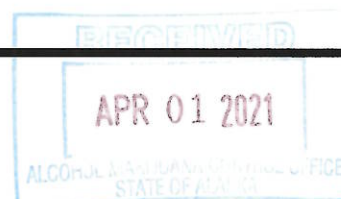
JLS

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JLS

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

JLS





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

Jes

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Jes

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

Jes

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Jesse I. Spurgeon
Signature of licensee

Jesse I. Spurgeon
Printed name of licensee

Dwight Weidig
Notary Public in and for the State of Alaska

My commission expires: 6-26-2021



Subscribed and sworn to before me this 15th day of March, 2021.





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Rebecca Sue Spurgeon	License Number:	28917		
License Type:	Retail Marijuana Store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	AK	ZIP:	99611

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Rebecca Sue Spurgeon
Title:	Partner

Section 3 – Other Licenses

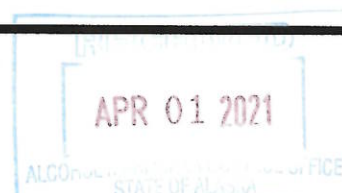
Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

RSS

I certify that I am not currently on felony probation or felony parole.

RSS

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

RSS

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

RSS

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

RSS

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

RSS

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

RSS

I certify that my proposed premises is not located in a liquor licensed premises.

RSS

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

RSS

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

RSS

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

RSS





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

RSS

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

RSS

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail-marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

RSS

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Rebecca Sue Spurgeon

Signature of licensee

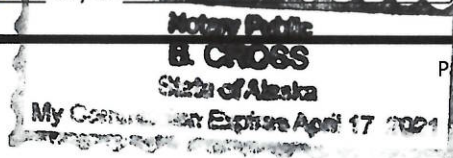
[Signature]
Notary Public in and for the State of Alaska

Rebecca Sue Spurgeon

Printed name of licensee

My commission expires: 4/17/2021

Subscribed and sworn to before me this 17th day of March, 2021.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

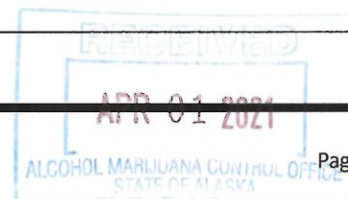
Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Jesse Lee Spurgeon	MJ License #:	28917		
License Type:	Retail marijuana store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	Alaska	ZIP:	99611

Mailing Address:	50415 wrangell Dr				
City:	Kenai	State:	Alaska	ZIP:	99611

Designated Licensee:	Jesse Lee Spurgeon				
Main Phone:	907-398-8806	Cell Phone:			
Email:	jesselsurgeon@gmail.com				





Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Federal or state ID will be requested upon entry into premises, no entry without identification. A 12 x 12 sign will also be posted on the front of the premises stating no one under the age of 21 allowed on premises.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

Restricted access areas will only be accessible through a separate entrance for employees, clearly labeled with "restricted access area, visitors must be escorted". This door will remain locked at all times.


3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

A written ledger will be kept for escorted visitors in restricted access areas. Ledger will be completed logging visitor name and time and date of entry, upon arrival of visitor along with ID verification. Visitor badge will be provided once ledger and ID requirements are fulfilled. No more than 5 visitors will be allowed per 1 employee, licensee or agent of Back Alley Vapes.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

<p>Back Alley Vapes</p> <p>AK MJ # 28917</p>  <p>Jesse Spurgeon</p> <p>Handlers permit # Expiration</p>	<p>Back Alley Vapes AK MJ # 28917</p> <p>VISITOR</p>
--	--

Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Photocell lighting will be installed on all sides of retail location and over all egress locations, providing adequate lighting to visually identify a person twenty feet from any point of entry.





3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Vivint (or equivalent) security will be installed in premises with sensors on all egress locations. Alarm system has a immediate "panic" activation button available. Alarm system will automatically notify appropriate authority, police or fire, of unauthorized breach or emergent situation. If licensee is notified of such a breach, they will wait for appropriate response prior to entry into facility. Licensee will notify appropriate departments as soon as possible and no later than 24 hours regarding instance. report will include any and all information regarding retail product or money contained within premises at the time of the breach or emergent situation.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

24 hour video surveillance with video log of any and all areas of proposed premises. If review of surveillance identifies such diversion, appropriate disciplinary, discharge, and reporting of instance will occur. Inventory and sales will also be completed at the end of each business day.

3.7. Describe your policies and procedures for preventing loitering:

Establishment is private property and will be posted as such. Outside of employee, licensee, escorted visitor or customer, no extended periods of "hanging out" inside or outside of premises will be tolerated.



You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.

**Form MJ-01: Marijuana Establishment Operating Plan****Video Surveillance (3 AAC 306.720):**

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

The video cameras will be placed outside above each entrance, all sides of structure, inside restricted and unrestricted areas so as to not allow an unsurveyed area. Adequate lighting posted externally will also assist in facilitating identification on camera.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

Records will be kept and locked in secured room in back of establishment, only to be accessible by key code known by employee or licensee. Also available by request to any necessary state representative. Long term storage records, previous three years, will be stored in a fire safe on premises, additional copies will be stored in a fire safe at residence of licensee. Short term records of current six month available at all times immediately on premises.












**Section 4 – Business Records**

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*); 
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment; 
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises; 
- d. records related to advertising and marketing; 
- e. a current diagram of the licensed premises, including each restricted access area; 
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area; 
- g. all records normally retained for tax purposes; 
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed; 
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and 
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

Records will be stored on location in a fire safe, duplicate records will be stored at licensee residence, also in a fire safe.



**Section 5 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Internal instruction on specific logging, labeling, sales, receiving, sanitary handling and distribution policies as outlined by Back Alley Vapes.



**Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.



7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.



7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.



7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).



Answer "Yes" or "No" to each of the following questions:

Yes No

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.



7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.



7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Transportation or delivery will not be made from this establishment.



**Form MJ-01: Marijuana Establishment Operating Plan**

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Business name will be posted on exterior of building, once on the retail entrance and again on the location sandwich board or pylon sign. Dimensions of signage will be a total of 4800 square inches or smaller. For a total of no more than three signs.

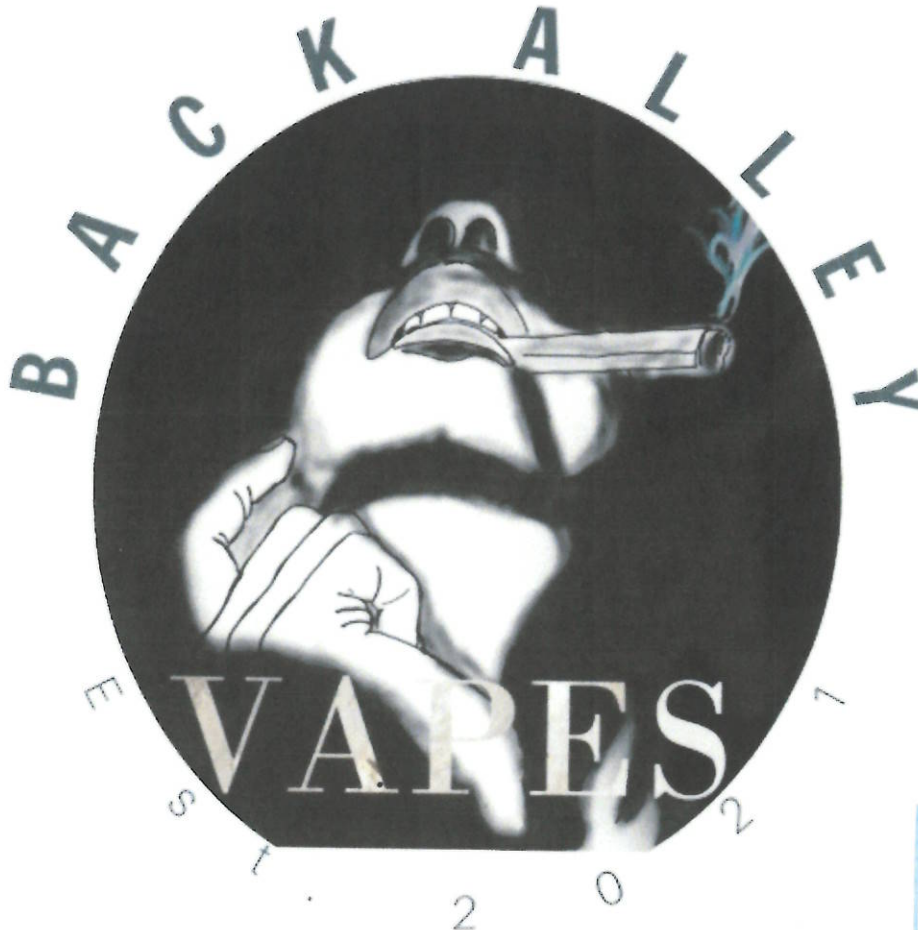




Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Common radio spots, social media outlets or print advertisement to notify of opening and location of premises. Business logo attached.



I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

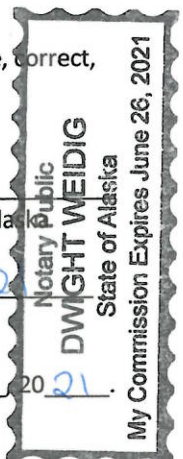
Jesse I. Spurgeon
Signature of licensee

Jesse I. Spurgeon
Printed name of licensee

Dwight Weidig
Notary Public in and for the State of Alaska

My commission expires: 6-26-21

Subscribed and sworn to before me this 15th day of march 2021.





(Additional Space as Needed):





Alaska Marijuana Control Board Form MJ-02: Premises Diagram



What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Jesse Lee Spurgeon	MJ License #:	28917		
License Type:	Retail marijuana store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	Alaska	ZIP:	99611

**Section 2 – Required Information**

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☒ License number and DBA
- ☒ Legend or key
- ☒ Color coding
- ☒ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☒ Dimensions
- ☒ Labels
- ☒ True north arrow

The following additional details must be included in Diagram 1:

- ☒ Surveillance room
- ☒ Restricted access areas
- ☒ Storage areas
- ☒ Entrances, exits, and windows
- ☒ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ **Employee monitoring area(s)
- ☐ **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☒ Areas of ingress and egress
- ☒ Cross streets and points of reference

The following additional details must be included in Diagram 5:

- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions
- ☒ Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 6-26-2021

Subscribed and sworn to before me this 15th day of March, 2021.

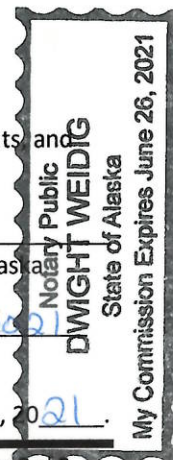





Diagram 1

AK MJ #28917
BACK Alley Vapes

↑ Kenai Spur Hwy

LEGEND

-  - TOILET
-  - SINK
-  - DOOR

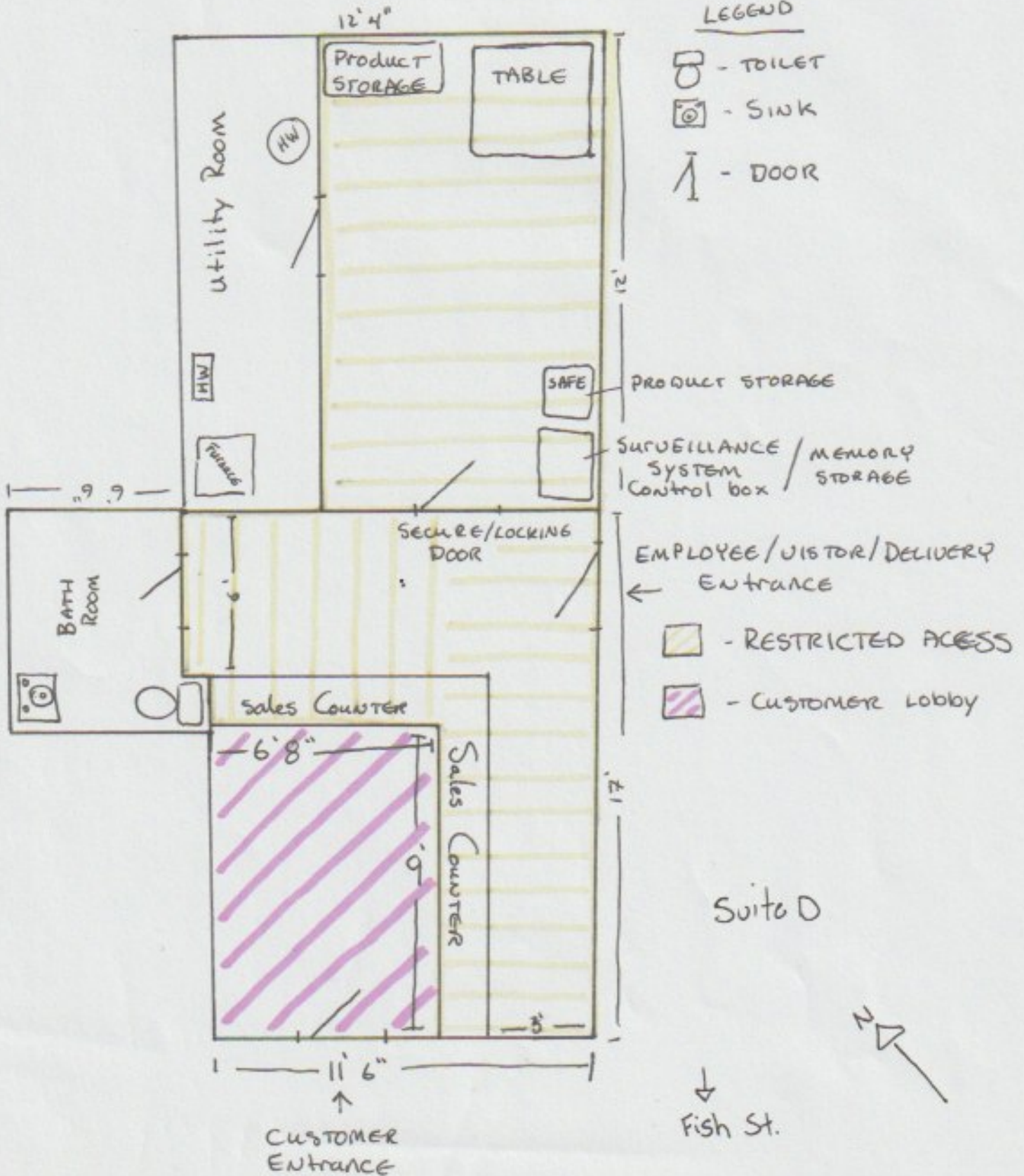


DIAGRAM 2

AK MJ # 28917
BACK ALLEY VAREES

Kenai Spur Hwy

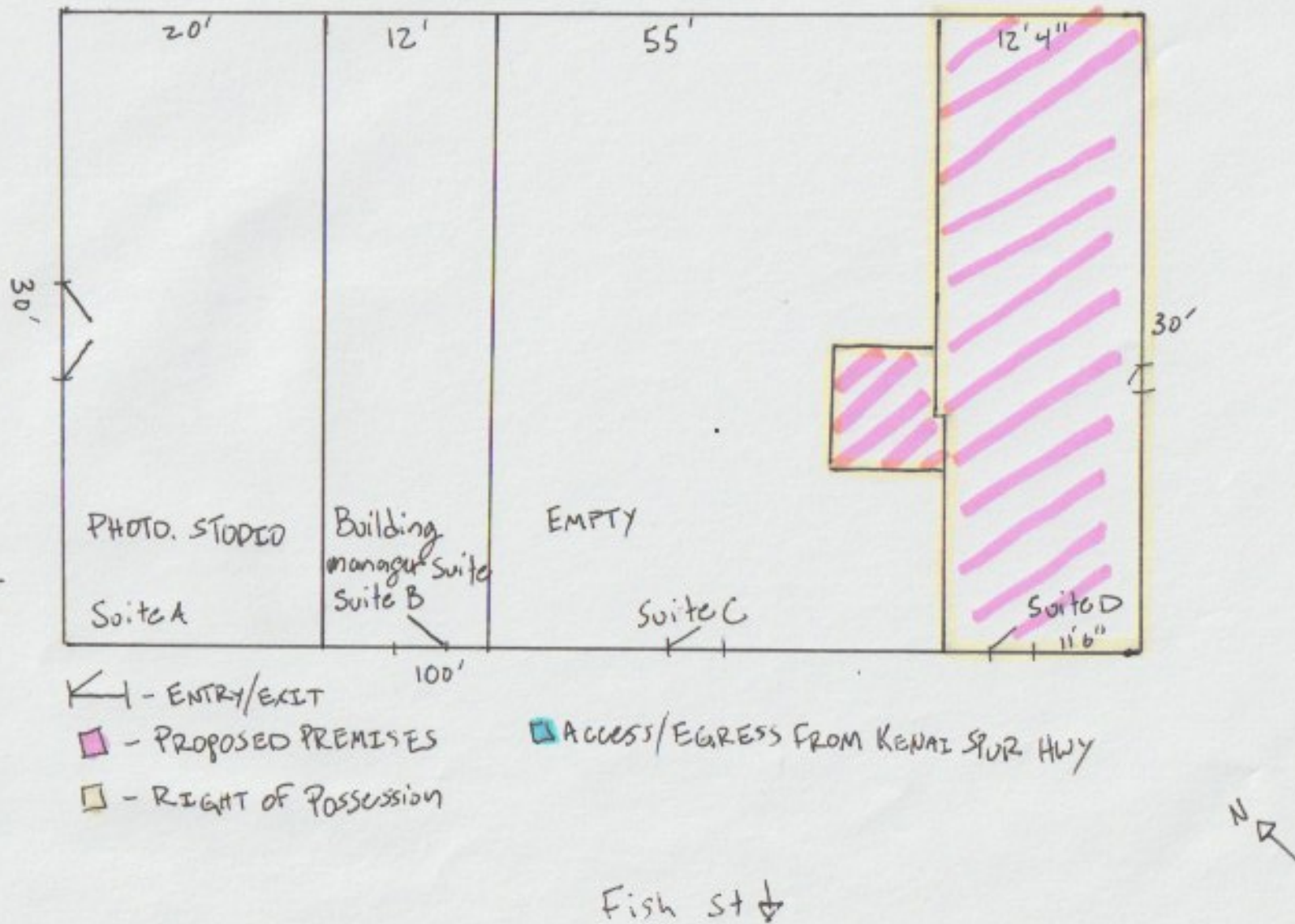
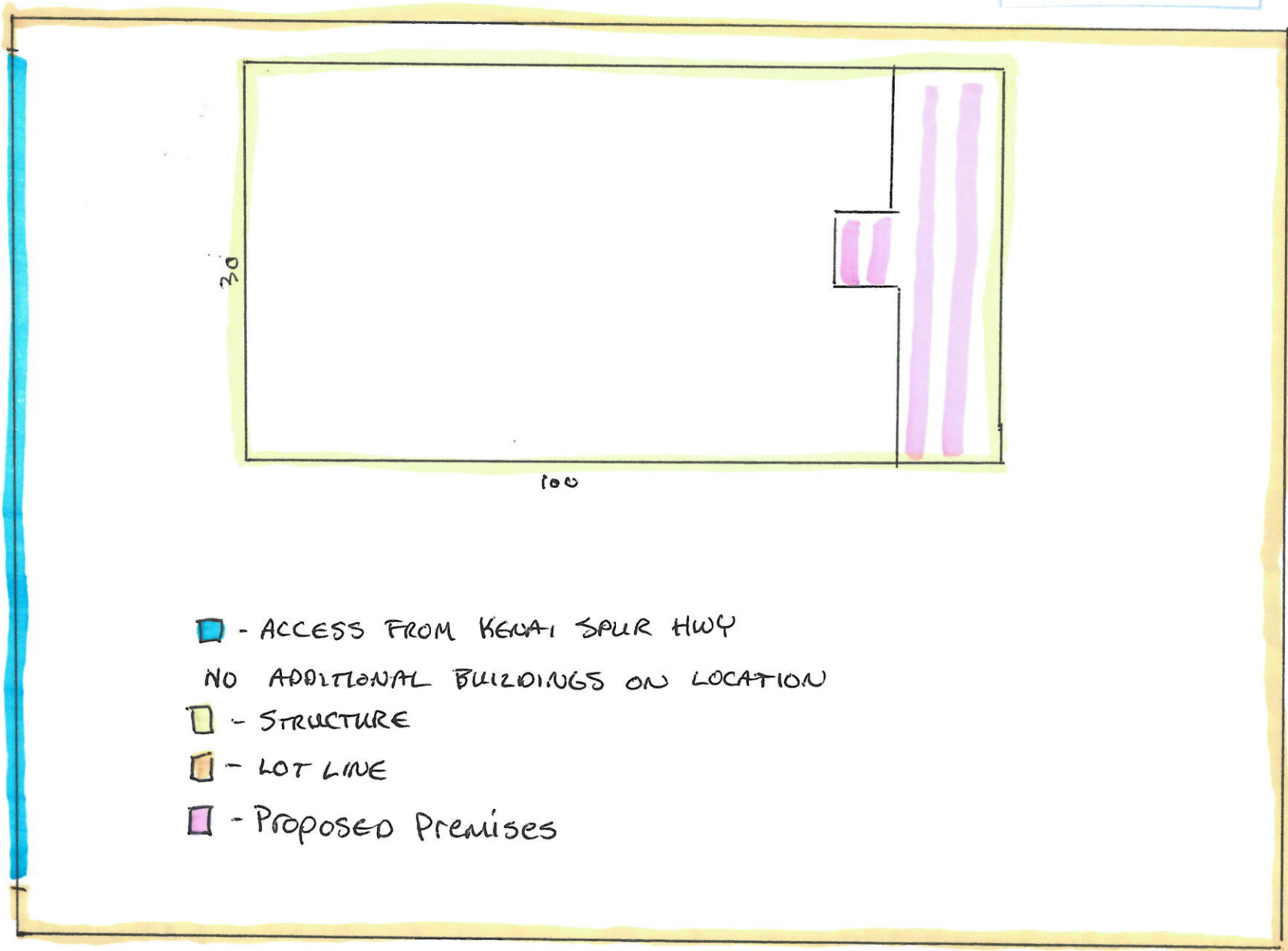
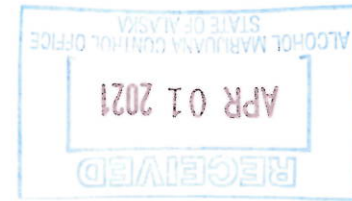


DIAGRAM 3

KENAI SPUR HWY

AK MJS # 28917
BACK ALLEY VAPES
127



- - ACCESS FROM KENAI SPUR HWY
 - - STRUCTURE
 - - LOT LINE
 - - PROPOSED PREMISES
- NO ADDITIONAL BUILDINGS ON LOCATION

FISH ST



DIAGRAM 4

AK MJ # 28917
BACK ALLEY VAPES

- - LICENSED PREMISES
- - ENTRANCE/EXIT
- - ACCESS/EGRESS FROM KENAI SPUR HWY

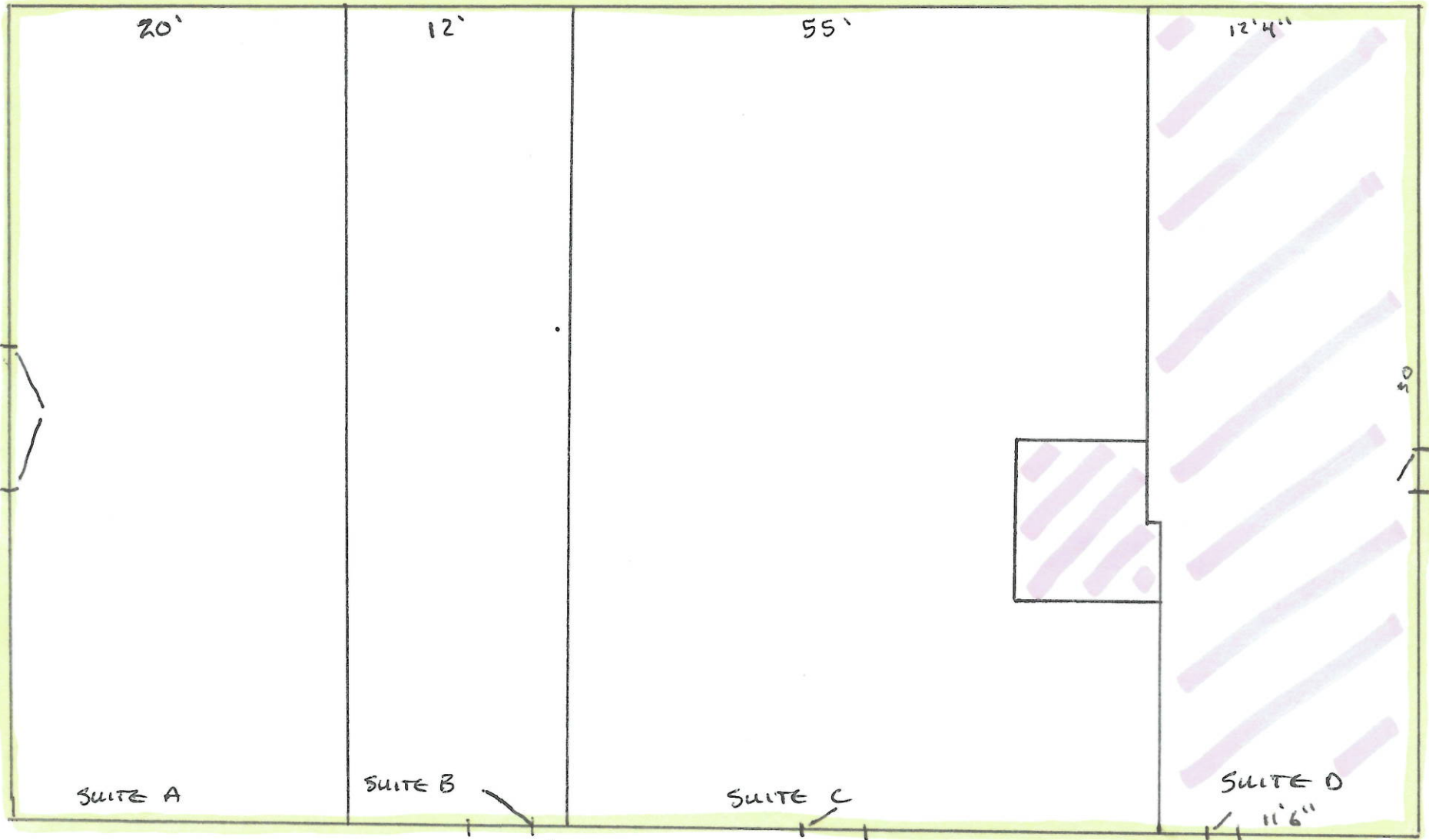


RECEIVED
APR 01 2021
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

BACK ALLEY VAPES
AKMJ#28917

KENAI SPUR HWY

Diagram 5



┌┐ - ENTRY / EXIT

■ - ACCESS / EGRESS FROM KENAI SPUR HWY

■ - PROPOSED PREMISES

■ - ENTIRE BUILDING

SUITE A
SUITE B
SUITE C } NO BUSINESS
OR LICENSE

FISH ST





Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Jesse Lee Spurgeon	MJ License #:	28917		
License Type:	Retail Marijuana Store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	Alaska	ZIP:	99611



**Section 2 – Overview of Operations**

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Intake or receiving would occur through employee entrance into restricted access area with proper logging of visitor upon entry, product would be immediately entered into METRC inventory system. Customers would enter through business entrance into unrestricted area, presenting state or federal ID to verify age is 21 years of age or older immediately upon entry. Purchases made by singular customer will not exceed 1oz of flower, 7g of concentrate or a combined total, in all purchased products, of 5600mg THC daily. Purchase would be logged in METRC using approved interactive point of sale system, ie Green bits or Weave. Customers, without any further business would exit the premises, without prolonged delay outside of transaction or browsing other products available.

Section 3 – Prohibitions






Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

If a customer admits to, or is found to be or known to be under the influence, showing symptoms as such, they will be asked to exit the premises immediately. Glossy eye, slow reflex, blurred, quiet, or slow speech, mood swings and dilated pupils are some examples of what can be identifying factors.

3.2. I certify that the retail marijuana store will not:

Initials

- | | |
|---|---|
| a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355; |  |
| b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; |  |
| c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample; |  |
| d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or |  |
| e. allow a person to consume marijuana or a marijuana product on the licensed premises. |  |

Answer "Yes" or "No" to the following question:

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

☐
☒


**Section 4 – Signage and Advertising**

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

Jes

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

Jes

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

Jes

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

Jes

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;

Jes

b. promotes excessive consumption;

Jes

c. represents that the use of marijuana has curative or therapeutic effects;

Jes

d. depicts a person under the age of 21 consuming marijuana; or

Jes

e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

Jes

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

Jes

b. on or in a public transit vehicle or public transit shelter;

Jes

c. on or in a publicly owned or operated property;

Jes

d. within 1,000 feet of a substance abuse or treatment facility; or

Jes

e. on a campus for postsecondary education.

Jes

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

A specific section of the counter will be designated for retail sales of marijuana, product will be displayed under glass cabinet accesible only from restricted area and in sealed containers in shelving behind the counter.



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 6 – Exit Packaging and Labeling**

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

Packaging shall be of approved resealable, child resistant packaging, Opaque with appropriate label.

Package labels shall contain Name of licensed location, AK MJ license number, THC percentage of product inside, weight of product and required warning statements.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

Back Alley Vapes

AK MJ License # 28917

THC % _____ Weight _____ Gram

Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.



**Section 7 – Security**

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

All customers upon entry will be asked to produce a valid federal or state ID to visually validate appropriate age of 21 years of age or older.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

JS

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

If product is found to be unusable, expired, or unfit it will be stored in secured room on premises location until AMCO board is notified of disposal. The marijuana product will be made unusable by grinding the processed marijuana with equal part compostable waste and disposed of at permitted solid-waste facility.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Jesse L. Spurgeon
Signature of licensee

Jesse L. Spurgeon
Printed name of licensee



Dwight Weidig
Notary Public in and for the State of Alaska

My commission expires: 6-26-2021



Subscribed and sworn to before me this 15th day of March 2021



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Jesse Lee Spurgeon	License Number:	28917		
License Type:	Retail marijuana store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	Alaska	ZIP:	99611

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

03/05/2021

03/19/2021

Start Date: _____

End Date: _____


Premises location, local PO message board

Other conspicuous location: _____

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

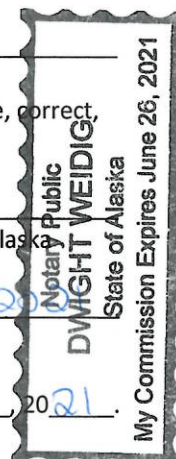

Signature of licensee

Jesse L. Spurgeon
Printed name of licensee


Notary Public in and for the State of Alaska

My commission expires: 6-26-2021

Subscribed and sworn to before me this 15th day of March, 2021.





Public Notice

Application for Marijuana Establishment License

License Number: 28917

License Status: Initiated

License Type: Retail Marijuana Store

Doing Business As: Back Alley Vapes

Business License Number: 2125636

Email Address: backalleyvapesak@gmail.com

Latitude, Longitude: 60.728324, -151.304985

Physical Address: 51698 Kenai Spur Hwy
Suite D
Kenai, AK 99611
UNITED STATES

Licensee #1

Type: Individual

Name: Kaden Chace Spurgeon

Phone Number: 907-420-4070

Email Address: kadenspurgeon@hotmail.com

Mailing Address: PO Box 8386
Nikiski, AK 99635
UNITED STATES

Licensee #2

Type: Individual

Name: Rebecca Sue Spurgeon

Phone Number: 907-398-3386

Email Address: spurgeon99635@gmail.com

Mailing Address: 50415 Wrangell Dr
Kenai, AK 99611
UNITED STATES

Licensee #3

Type: Individual

Name: Jesse Lee Spurgeon

Phone Number: 907-398-8806

Email Address: jesselspurgeon@gmail.com

Mailing Address: 50415 Wrangell Dr
Kenai, AK 99611
UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline

and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE 3-1-2021



28917



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Jesse Lee Spurgeon	License Number:	28917		
License Type:	Retail marijuana store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	Alaska	ZIP:	99611

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Kenai Peninsula Borough

03/04/2021

Local Government(s): _____ Date Submitted: _____

Tatyanah Shassetz

Name/Title of LG Official 1: _____ Name/Title of LG Official 2: _____

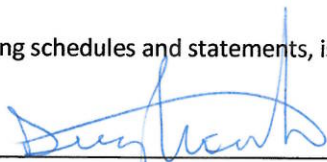
Community Council: _____ Date Submitted: _____

(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

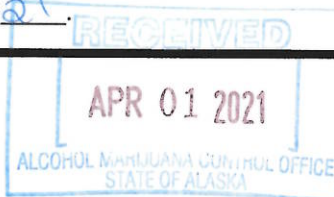
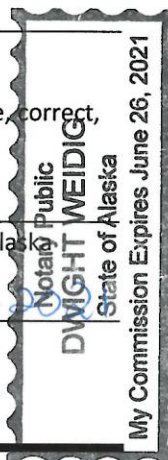

Signature of licensee

Jesse L. Spurgeon
Printed name of licensee


Notary Public in and for the State of Alaska

My commission expires: 6-26-2021

Subscribed and sworn to before me this 15th day of March, 2021.





Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

MARIJUANA LICENSE LOCAL REVIEW STANDARDS

3/10/2021

Back Alley Vapes
backalleyvapesak@gmail.com

RE: *Back Alley Vapes – Application for Retail Marijuana Store (License Number: 28917)*

We received your public notice for application for Marijuana Establishment License on 3/4/2021. Once your complete application is received by the Borough Clerk's office from the Alcohol & Marijuana Control Office (AMCO), it will be forwarded to the Kenai Peninsula Borough (Borough) Planning and Finance Departments for review. The borough has 60 days from receipt of your complete application from AMCO to make recommendations to the Marijuana Control Board (MCB). A staff report will be prepared based upon standards set out in KPB 7.30. The Planning Commission will hold a public hearing on the application and forward its recommendation to the Borough Assembly. The Assembly is the borough's commenting authority to the MCB. The Assembly will also hold a public hearing regarding the license application prior to making its recommendation to the MCB.

In order for the Borough to determine compliance with standards set out in KPB 7.30.020(C)(1), you will need to provide a site development plan with adequate detail to accurately depict the following:

If your parcel is accessed from a borough road:

- The width and location of the entrance and exit;
- a clear route for delivery vehicles which shall allow vehicles to turn safely;
- the location of on-site parking and loading areas designed to preclude vehicles from backing out into the roadway;

If your parcel is accessed from a state road:

- a clear route for delivery vehicles which shall allow vehicles to turn safely;
- the location of on-site parking and loading areas designed to preclude vehicles from backing out into the roadway; and



28917

Page -2-

3/10/2021


Back Alley Vapes – Application for Retail Marijuana Store (License Number: 28917)

The Kenai Peninsula Borough's standards and process are more completely set forth in the enclosed copy of KPB Chapter 7.30 "Marijuana License Protections." If you have any questions regarding the boroughs role in the state's processing of marijuana license applications please contact the Borough Clerk's office at 714-2160. Please return your completed acknowledge form and site development plan within the next two (2) weeks in order to facilitate the process.

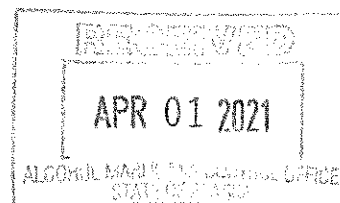
Included with this packet please find the following documents:

- KPB 7.30
- Acknowledgement Form

Thank you,



Johni Blankenship, MMC
Borough Clerk



28917



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Rebecca Sue Spurgeon	License Number:	28917		
License Type:	Retail Marijuana Store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	AK	ZIP:	99611

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Rebecca Sue Spurgeon
Title:	Partner





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**Section 3 – Certifications**

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Rebecca Sue Spurgeon
Signature of licensee

[Signature]
Notary Public in and for the State of Alaska

Rebecca Sue Spurgeon
Printed name of licensee

My commission expires: 4/17/2021

Subscribed and sworn to before me this 17th day of March, 2021.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Jesse Lee Spurgeon	License Number:	28917		
License Type:	Retail Marijuana Store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	AK	ZIP:	99611

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jesse Lee Spurgeon
Title:	Partner





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

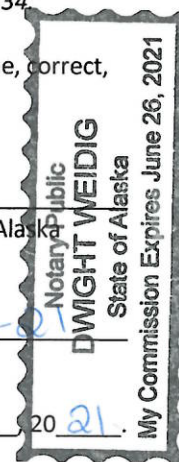
[Signature]
Signature of licensee

Jesse I. Spurgeon
Printed name of licensee

[Signature]
Notary Public in and for the State of Alaska

My commission expires: 6-26-21

Subscribed and sworn to before me this 15th day of March, 2021.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Kaden Chace Spurgeon	License Number:	28917		
License Type:	Retail Marijuana Store				
Doing Business As:	Back Alley Vapes				
Premises Address:	51698 Kenai Spur Hwy Suite D				
City:	Kenai	State:	AK	ZIP:	99611

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Kaden Chace Spurgeon
Title:	Partner





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications


I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.


I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee



Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 6-26-2021



Subscribed and sworn to before me this 15th day of March, 2021



Alcohol & Marijuana Control Office

Initiating License Application

2/25/2021 8:19:27 PM

License Number: 28917**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** Back Alley Vape**Business License Number:** 2125636**Designated Licensee:** Jesse Lee Spurgeon**Email Address:** backalleyvapesak@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 60.728324, -151.304965**Physical Address:** 51698 Kenai Spur Hwy
Suite D
Kenai, AK 99611
UNITED STATES**Licensee #1****Type:** Individual**Name:** Kaden Chace Spurgeon**Phone Number:** 907 420 4070**Email Address:** kadenspurgeon@hotmail.com**Mailing Address:** PO Box 8386
Nikiski, AK 99635
UNITED STATES**Licensee #2****Type:** Individual**Name:** Rebecca Sue Spurgeon**Phone Number:** 907 398 3386**Email Address:** spurgeon99635@gmail.com**Mailing Address:** 50415 Wrangell Dr
Kenai, AK 99611
UNITED STATES**Licensee #3****Type:** Individual**Name:** Jesse Lee Spurgeon**Phone Number:** 907-398-8806**Email Address:** jesselspurgeon@gmail.com**Mailing Address:** 50415 Wrangell Dr
Kenai, AK 99611
UNITED STATES**Note:** No entity officials entered for this license.**Note:** No affiliates entered for this license.

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (the "Agreement") made and entered into this 19th day of March, 2021 (the "Execution Date"),

AMONGST:

Jesse Lee Spurgeon of 50415 Wrangell Dr, Kenai, AK 99611,
Kaden Chace Spurgeon of PO box 8386, Nikiski, AK 99635, and
Rebecca Sue Spurgeon of 50415 Wrangell Dr, Kenai, AK 99611
(individually the "Partner" and collectively the "Partners").

BACKGROUND:

- A. The Partners wish to associate themselves as partners in business.
- B. This Agreement sets out the terms and conditions that govern the Partners within the Partnership.

IN CONSIDERATION OF and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Formation

- 1. By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of The State of Alaska. The rights and obligations of the Partners will be as stated in the applicable legislation of The State of Alaska (the 'Act') except as otherwise provided in this Agreement.

Name

- 2. The firm name of the Partnership will be: Back Alley Vapes.

Purpose

- 3. The purpose of the Partnership will be: Retail sale.



Term

4. The Partnership will begin on February 25th, 2021 and will continue until terminated as provided in this Agreement.

Place of Business

5. The principal office of the business of the Partnership will be located at 50415 Wrangell Dr, Kenai, AK 99611 or such other place as the Partners may from time to time designate.

Capital Contributions

6. Each of the Partners has contributed to the capital of the Partnership, in cash or property in agreed upon value, as follows (the "Capital Contribution"):

Partner	Contribution Description	Agreed Value
Jesse Lee Spurgeon	Investment capital	\$10000 USD
Kaden Chace Spurgeon	Investment capital	\$10000 USD
Rebecca Sue Spurgeon	Investment capital	\$10000 USD

7. All Partners will contribute their respective Capital Contributions fully and on time.

Withdrawal of Capital

8. No Partner will withdraw any portion of their Capital Contribution without the express written consent of the remaining Partners.

Additional Capital

9. Capital Contributions may be amended from time to time, according to the requirements of the Partnership provided that the interests of the Partners are not affected, except with the unanimous consent of the Partners. No Partner will be required to make Additional Capital Contributions. Whenever additional capital is determined to be required and an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Partnership business obligations, remaining Partners may



contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of profits or losses among all the Partners will be adjusted to reflect the aggregate change in Capital Contributions by the Partners.

10. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as Additional Capital Contribution will be deemed a debt owed by the Partnership and not an increase in Capital Contribution of the Partner. This liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted in the Act. This liability will not entitle the lending Partner to any increased share of the Partnership's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to Partners as may be determined by a majority of the Partners.

Capital Accounts

11. An individual capital account (the "Capital Accounts") will be maintained for each Partner and their Initial Capital Contribution will be credited to this account. Any Additional Capital Contributions made by any Partner will be credited to that Partner's individual Capital Account.

Interest on Capital

12. No borrowing charge or loan interest will be due or payable to any Partner on their agreed Capital Contribution inclusive of any agreed Additional Capital Contributions.

Financial Decisions

13. Decisions regarding the distribution of profits, allocation of losses, and the requirement for Additional Capital Contributions as well as all other financial matters will be decided by a majority vote of the Partners.

Profit and Loss

14. Subject to any other provisions of this Agreement, the net profits and losses of the Partnership, for both accounting and tax purposes, will accrue to and be borne by the Partners in equal proportions (the "Profit and Loss Distribution").



Books of Account

15. Accurate and complete books of account of the transactions of the Partnership will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Partner. The books and records of the Partnership will reflect all the Partnership's transactions and will be appropriate and adequate for the business conducted by the Partnership.

Annual Report

16. As soon as practicable after the close of each fiscal year, the Partnership will furnish to each Partner an annual report showing a full and complete account of the condition of the Partnership. This report will consist of at least the following documents:
- a. a statement of all information as will be necessary for the preparation of each Partner's income or other tax returns;
 - b. a copy of the Partnership's federal income tax returns for that fiscal year;
 - c. a breakdown of the profit and loss attributable to each Partner; and
 - d. any additional information that the Partners may require.

Banking and Partnership Funds

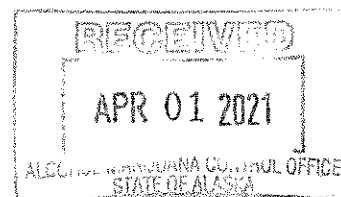
17. The funds of the Partnership will be placed in such investments and banking accounts as will be designated by the Partners. Partnership funds will be held in the name of the Partnership and will not be commingled with those of any other person or entity.

Fiscal Year

18. The fiscal year will end on the 1st day of January of each year.

Audit

19. Any of the Partners will have the right to request an audit of the Partnership books. The cost of the audit will be borne by the Partnership. The audit will be performed by an accounting firm acceptable to all the Partners. Not more than one (1) audit will be required by any or all of the Partners for any fiscal year.



Management

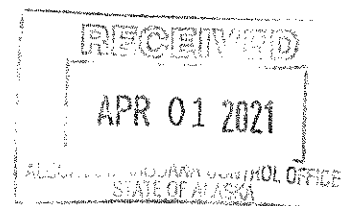
20. Except as all of the Partners may otherwise agree in writing, all actions and decisions respecting the management, operation and control of the Partnership and its business will be decided by a majority vote of the Partners.

Contract Binding Authority

21. All actions and decisions with respect to binding the Partnership in contract requires the unanimous consent of the Partners.

Partnership Representative

22. Jesse Lee Spurgeon will be the partnership representative ("the Partnership Representative") with the sole authority to act on behalf of the Partnership in relation to IRS tax audits pursuant to Chapter 63 Subchapter C of the Internal Revenue Code of 1986.
23. The Partnership Representative is appointed for the current tax year and subsequent tax years until otherwise designated by the Partners.
24. The Partnership Representative will promptly advise the Partners of any audit of the Partnership initiated by the IRS and provide regular updates to the Partners on the progress of such audits and any resulting settlement negotiations. The Partnership Representative will be generally accountable to the Partners and will obtain the majority approval of the Partners for (i) any decisions affecting the tax liability of the Partnership or the Partners; and (ii) any decision finalizing tax settlement with the IRS.
25. The Partnership Representative may resign from the position by serving notice in writing on both the Partnership and the IRS. The Partnership, acting by majority vote, may revoke the designation of the Partnership Representative by serving notice on the Partnership Representative and the IRS and simultaneously appointing a new Partnership Representative for that taxable year.
26. Whether serving in an active capacity or not, any person who has served as Partnership Representative in respect of any given taxable year or portion thereof will remain accountable to the Partnership, throughout the period of limitation relating to that taxable year, in respect of any notification received from the IRS and will promptly advise the Partnership of any and all such correspondence.



27. In the event that a tax settlement reached between the IRS and the Partnership Representative is not satisfactory to one or more of the Partners and the matter cannot be resolved through negotiation in good faith at a meeting of the Partners, then, two weeks, or such longer period as the partners may agree, following such meeting the Partners agree to submit the dispute to mediation.

Meetings

28. Regular meetings of the Partners will be held only as required.
29. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
30. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Partners.

Admitting a New Partner

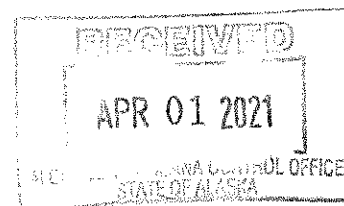
31. No new Partners may be admitted into the Partnership.

Transfer of Partnership Interest

32. A Partner may assign their distribution interest in the Partnership and its assets provided that, where the acquisition of the interest by the prospective partner will render the Partnership ineligible to elect out of the application of the Tax Rules, the assigning Partner must first obtain the unanimous consent of the remaining Partners. This transfer will only include that Partner's economic rights and interests and will not include any other rights of that Partner nor will it include an automatic admission as a Partner of the Partnership or the right to exercise any management or voting interests. A Partner who assigns any or all of their partnership interest to any third party will relinquish their status as Partner including all management and voting rights. Assignment of Partner status, under this clause, including any management and voting interests, will require the consent of all the remaining Partners.

Voluntary Withdrawal of a Partner

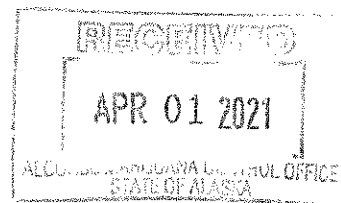
33. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least one (1) year prior to the withdrawal date.



34. Except as otherwise provided elsewhere in this Agreement, the voluntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.
35. In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election upon the Dissociated Partner within thirty (30) days after receipt of the Dissociated Partner's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated Partner's interest. The purchase amount of any buyout of the Dissociated Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
36. A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

Involuntary Withdrawal of a Partner

37. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: death of a Partner; Partner mental incapacity; Partner disability preventing reasonable participation in the Partnership; Partner incompetence; breach of fiduciary duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute.
38. Except as otherwise provided elsewhere in this Agreement, the involuntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.
39. In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election, including the purchase price and method and schedule of payment upon the Dissociated Partner, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the Dissociated Partner. The purchase amount of any buyout of a Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement.



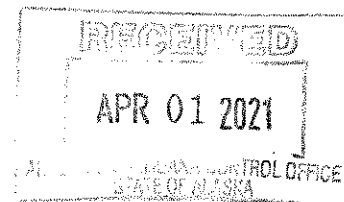
40. A trustee in bankruptcy or similar third party who may acquire that Dissociated Partner's interest in the Partnership will only acquire that Partner's economic rights and interests and will not acquire any other rights of that Partner or be admitted as a Partner of the Partnership or have the right to exercise any management or voting interests.

Dissociation of a Partner

41. Where the remaining Partners have purchased the interest of a Dissociated Partner, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal.
42. The Partnership will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Partnership.
43. Where the voluntary or involuntary withdrawal of a Partner results in only one Partner remaining or where no buyer is found to purchase the interest of the Dissociated Partner then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
44. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or to the reputation of the Partnership.
45. On any purchase and sale of a Partnership interest, a Dissociated Partner will only have liability for Partnership obligations that were incurred during their time as a Partner. Immediately upon the sale of a withdrawing Partner's interest, the Partnership will prepare, file, serve, and publish all notices required by law to protect the withdrawing Partner from liability for future Partnership obligations.

Dissolution

46. Except as otherwise provided in this Agreement, the Partnership may be dissolved only with the unanimous consent of all Partners.

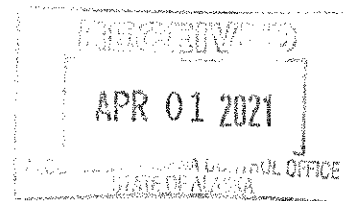


Distribution of Property on Dissolution of Partnership

47. In the event of the dissolution of the Partnership, each Partner will share equally (the "Dissolution Distribution") in any remaining assets or liabilities of the Partnership.
48. Upon Dissolution of the Partnership and liquidation of Partnership Property, and after payment of all selling costs and expenses, the liquidator will distribute the Partnership assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Partnership obligations to current Partners;
 - b. in satisfaction of Partnership debt obligations to current Partners; and then
 - c. to the Partners according to the Dissolution Distribution described above.
49. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Partnership assets after liabilities or any insufficiency in Partnership assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above.

Valuation of Interest

50. In the absence of a written agreement setting a value, the value of the Partnership will be based on the fair market value appraisal of all Partnership assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Partners. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Partners. A withdrawing Partner's interest will be based on that Partner's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing Partner may have to the Partnership. The intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner.
51. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Partnership books immediately prior to valuation.



Goodwill

52. The goodwill of the Partnership business will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Title to Partnership Property

53. Title to all Partnership Property will remain in the name of the Partnership. No Partner or group of Partners will have any ownership interest in such Partnership Property in whole or in part.

Voting

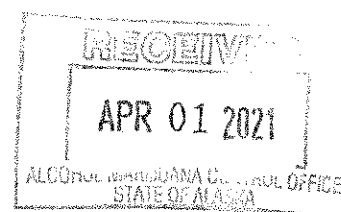
54. Any vote required by the Partnership will be assessed where each Partner receives one vote carrying equal weight.

Force Majeure

55. A Partner will be free of liability to the Partnership where the Partner is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event.

Duty of Loyalty

56. No Partner will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all businesses, ventures or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.
57. A withdrawing Partner will not carry on a similar business to the business of the Partnership within any established or contemplated market regions of the Partnership for a period of at least two (2) years after the date of withdrawal.



Duty of Accountability for Private Profits

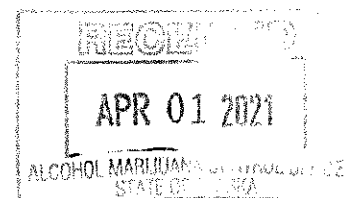
58. Each Partner must account to the Partnership for any benefit derived by that Partner without the consent of the other Partners from any transaction concerning the Partnership or any use by that Partner of the Partnership property, name or business connection. This duty continues to apply to any transactions undertaken after the Partnership has been dissolved but before the affairs of the Partnership have been completely wound up by the surviving Partner or Partners or their agent or agents.

Duty to Devote Time

59. Each Partner will devote such time and attention to the business of the Partnership as the majority of the Partners will from time to time reasonably determine for the conduct of the Partnership business.

Actions Requiring Unanimous Consent of the Partners

60. The following list of actions will require the unanimous consent of all Partners:
- a. committing the Partnership to new liabilities or obligations totaling over \$100,000.00 USD;
 - b. incurring single expenditures that exceed \$100,000.00 USD;
 - c. selling or encumbering of any Partnership asset whose fair market value exceeds \$10,000.00 USD;
 - d. hiring any employee whose total compensation package exceeds \$40,000.00 USD per annum;
 - e. firing of any employee except in the case of gross misconduct that exposes the Partnership to possible liability;
 - f. waiving or releasing any Partnership claim except for full consideration; and
 - g. endangering the ownership or possession of Partnership property.



61. Any losses incurred as a result of a violation of this section will be charged to and collected from the individual Partner that acted without unanimous consent and caused the loss.

Forbidden Acts

62. No Partner may do any act in contravention of this Agreement.
63. No Partner may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Partner in the Partnership.
64. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.
65. No Partner may confess a judgment against the Partnership.
66. No Partner will have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside the intended purpose of the Partnership.
67. Any violation of the above Forbidden Acts will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

Indemnification

68. All Partners will be indemnified and held harmless by the Partnership from and against any and all claims of any nature, whatsoever, arising out of a Partner's participation in Partnership affairs. A Partner will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Partner or the breach by the Partner of any provisions of this Agreement.

Liability

69. A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.



Liability Insurance

70. The Partnership may acquire insurance on behalf of any Partner, employee, agent or other person engaged in the business interest of the Partnership against any liability asserted against them or incurred by them while acting in good faith on behalf of the Partnership.

Life Insurance

71. The Partnership will have the right to acquire life insurance on the lives of any or all of the Partners, whenever it is deemed necessary by the Partnership. Each Partner will cooperate fully with the Partnership in obtaining any such policies of life insurance.

Amendments

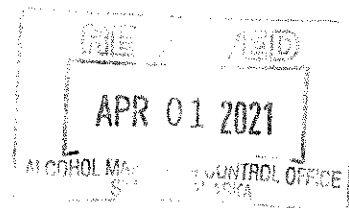
72. This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

Governing Law and Jurisdiction

73. This Agreement will be construed in accordance with and exclusively governed by the laws of The State of Alaska.
74. The Partners submit to the jurisdiction of the courts of The State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Definitions

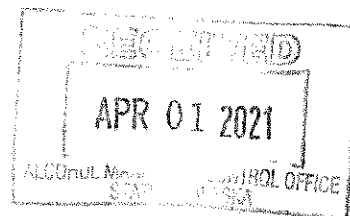
75. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Capital Contributions" means Capital Contributions, other than Initial Capital Contributions, made by Partners to the Partnership.
 - b. "Capital Contribution" means the total amount of cash or Property contributed to the Partnership by any one Partner.
 - c. "Dissociated Partner" means any Partner who is removed from the Partnership through a voluntary or involuntary withdrawal as provided in this Agreement.
 - d. "Expulsion of a Partner" can occur on application by the Partnership or another Partner, where it has been determined that the Partner:



- i. has engaged in wrongful conduct that adversely and materially affected the Partnership's business;
 - ii. has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Partnership or to the other Partners; or
 - iii. has engaged in conduct relating to the Partnership's business that makes it not reasonably practicable to carry on the business with the Partner.
- e. "Initial Capital Contribution" means Capital Contributions made by any Partner to acquire an interest in the Partnership.
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.


Miscellaneous

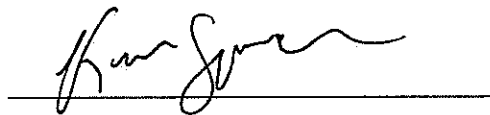
- 76. Time is of the essence in this Agreement.
- 77. This Agreement may be executed in counterpart.
- 78. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- 79. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

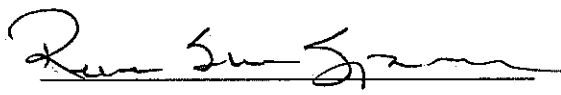


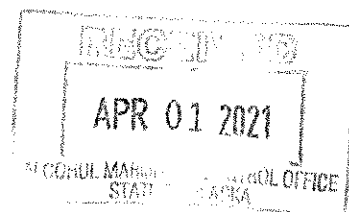
80. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
81. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.
82. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
83. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the Partners have duly affixed their signatures under hand and seal on this 19th day of March, 2021.


Jesse Lee Spurgeon


Kaden Chace Spurgeon


Rebecca Sue Spurgeon



Back Alley Vapes

Partnership

Partner List and ownership percentages

Jesse Lee Spurgeon

Partner/Managing director

Ownership 33.33%

Rebecca Sue Spurgeon

Partner

Ownership 33.33%

Kaden Chace Spurgeon

Partner

Ownership 33.33%



ALASKA COMMERCIAL LEASE AGREEMENT

I. The Parties. This Commercial Lease Agreement ("Agreement") made this October 1st, 2021 by and between:

Landlord Jesse Spurgeon, Rebecca Spurgeon [Landlord's Name], of 50415 WRANGELL DR. [Landlord's Street Address], State of Alaska, ("Landlord")

AND

Tenant Jesse Spurgeon, Rebecca Spurgeon, Kadca Spurgeon [Tenant's Name], of 50415 WRANGELL DR., 47118 Muskoka St [Tenant's Street Address], State of Alaska, ("Tenant"). Collectively, the Landlord and Tenant shall be referred to herein as the "Parties".

The Parties agree as follows:

II. DESCRIPTION OF LEASED PREMISES. The Landlord agrees to lease to the Tenant the following described 2420 square feet (SF) of Retail [Type of Space] located at 51698 Suite D, Kenai Spw Hwy [Property Street Address], State of Alaska.

Additional Description: _____

Hereinafter known as the "Premises".

III. USE OF LEASED PREMISES. The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for the following use and purpose: Marijuana Retail

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Landlord only.

IV. TERM OF LEASE. The term of this Lease shall be for a period of 1 year(s) _____ month(s) commencing on the 1st day of October, 2021 and expiring at Midnight on the 30 day of September, 2022. ("Initial Term")

V. BASE RENT. The net monthly payment shall be Five Hundred dollars (\$ 500), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 1st day of each month ("Base Rent"). Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

VI. OPTION TO RENEW: (check one)

☐ - Tenant may not renew the Lease.

☒ - Tenant may have the right to renew the Lease with a total of 1 renewal period(s) with each term being 1 year(s) 0 month(s) which may be exercised by giving

written notice to Landlord no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: (check one)

☒ - Not increase.

☐ - Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

☐ - Increase by _____%

☐ - Increase by _____ dollars (\$_____)

VII. EXPENSES. [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

☒ - **GROSS.** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Tenant is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Landlord shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Landlord including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Landlord shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage.

☐ - **MODIFIED GROSS.** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Tenant shall be obligated to pay the following monthly expenses: _____

Landlord shall pay the following monthly expenses: _____

☐ - **TRIPLE NET (NNN)**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- I. **Operating Expenses.** The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Landlord of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- II. **Taxes.** Tenant shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.
- III. **Insurance.** Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises is located and that is satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than _____ dollars (\$ _____) for injury to or _____ dollars (\$ _____) death of persons and _____ dollars (\$ _____) for property damage. During the Term of this Lease, Tenant shall furnish the Landlord with certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

VIII. SECURITY DEPOSIT. In addition to the above, a deposit in the amount of 500 dollars (\$ Five Hundred), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Landlord in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Landlord.

IX. LEASEHOLD IMPROVEMENTS. The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any

attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Tenant makes any improvements to the Premises the Tenant shall be responsible payment, except the following _____.

Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

X. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

XI. OBLIGATIONS OF TENANT. The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XII. INSURANCE. In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

XIII. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

XIV. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XV. DEFAULT AND POSSESSION: In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated.

If the premises contains marijuana or marijuana product, the landlord/lessor cannot take possession, enter the property or remove any contents contained therein until AMCO has been contacted regarding the default and arrangements have been made to remove marijuana product. After such arrangements have been made, landlord/lessor may immediately re enter property and take possession.

Rent which is in default for more than 5 days after due date shall accrue a payment penalty of one of the following:

(check one)

☐ - Interest at a rate of _____ percent (____%) per annum on a daily basis until the amount is paid in full.

☒ - Late fee of twenty five dollars (\$ 25) per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

XVI. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the lease term.

XVII. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

XVIII. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

XIX. MISCELLANEOUS TERMS.

- I. Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- II. Signs: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the Kenai Peninsula Borough [Municipality]. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. Condition of Premises/Inspection by Tenant: The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the

Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

- V. **Right of Entry:** It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XX. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

XXI. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXII. WAIVER. Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXIII. GOVERNING LAW. This Lease shall be governed by the laws of the State of Alaska.

XXIV. NOTICES. Payments and notices shall be addressed to the following:

Landlord

Jesse & Rebecca Spurgeon
50415 WRANGELL DR
Kenai, AK. 99611

Tenant

<u>Jesse Spurgeon</u>	<u>Kaden Spurgeon</u>
<u>50415 WRANGELL DR</u>	<u>47118 MUSKIE ST</u>
<u>Kenai, AK. 99611</u>	<u>Nikish, AK. 99635</u>

XXV. AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

Landlord's Signature

[Signature]

Printed Name

Jessel Spurgeon Rebecca Spurgeon

Tenant's Signature

[Signature]

Printed Name

Jessel Spurgeon Rebecca Spurgeon

Tenant's Signature

[Signature]

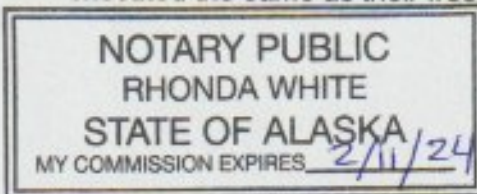
Printed Name

KADEN SPURGEON

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ALASKA
COUNTY OF KENAI PENINSULA BOROUGH

On this 30 day of SEPTEMBER, 2021, before me appeared JESSE SPURGEON, as **LANDLORD** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.



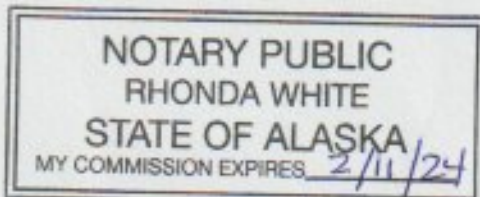
[Signature]
Notary Public

My Commission Expires: 2/11/24

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ALASKA
COUNTY OF KENAI PENINSULA BOROUGH

On this 30 day of SEPTEMBER, 2021, before me appeared KADEN SPURGEON as **TENANT(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.



[Signature]
Notary Public

My Commission Expires: 2/11/24



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

MARIJUANA LICENSE LOCAL REVIEW STANDARDS ACKNOWLEDGEMENT FORM

Please review the statements below and acknowledge your understanding of the conditions and intent to comply by your signature below.

There shall be no parking in borough rights-of-way generated by the marijuana establishment.

If I have a retail marijuana license, I will not conduct any business on, or allow any consumer to access, the premises, between the hours of 2:00 a.m. and 8:00 a.m. each day.

I must stay current in obligations owed to the Kenai Peninsula Borough or my license may be subject to a protest by the KPB Assembly.

It is my responsibility to abide by all federal, state, and local laws applicable to my marijuana establishment.

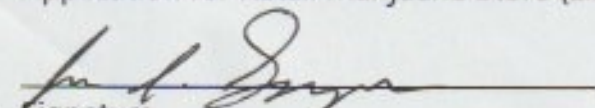
I understand Kenai Peninsula Borough staff will enter my property for purposes of evaluating ongoing compliance with KPB 7.30 and any conditions placed on the license by the State of Alaska Marijuana Control Board.

I have received, read and understand the additional review standards and conditions set out in KPB 7.30.

Back Alley Vapes

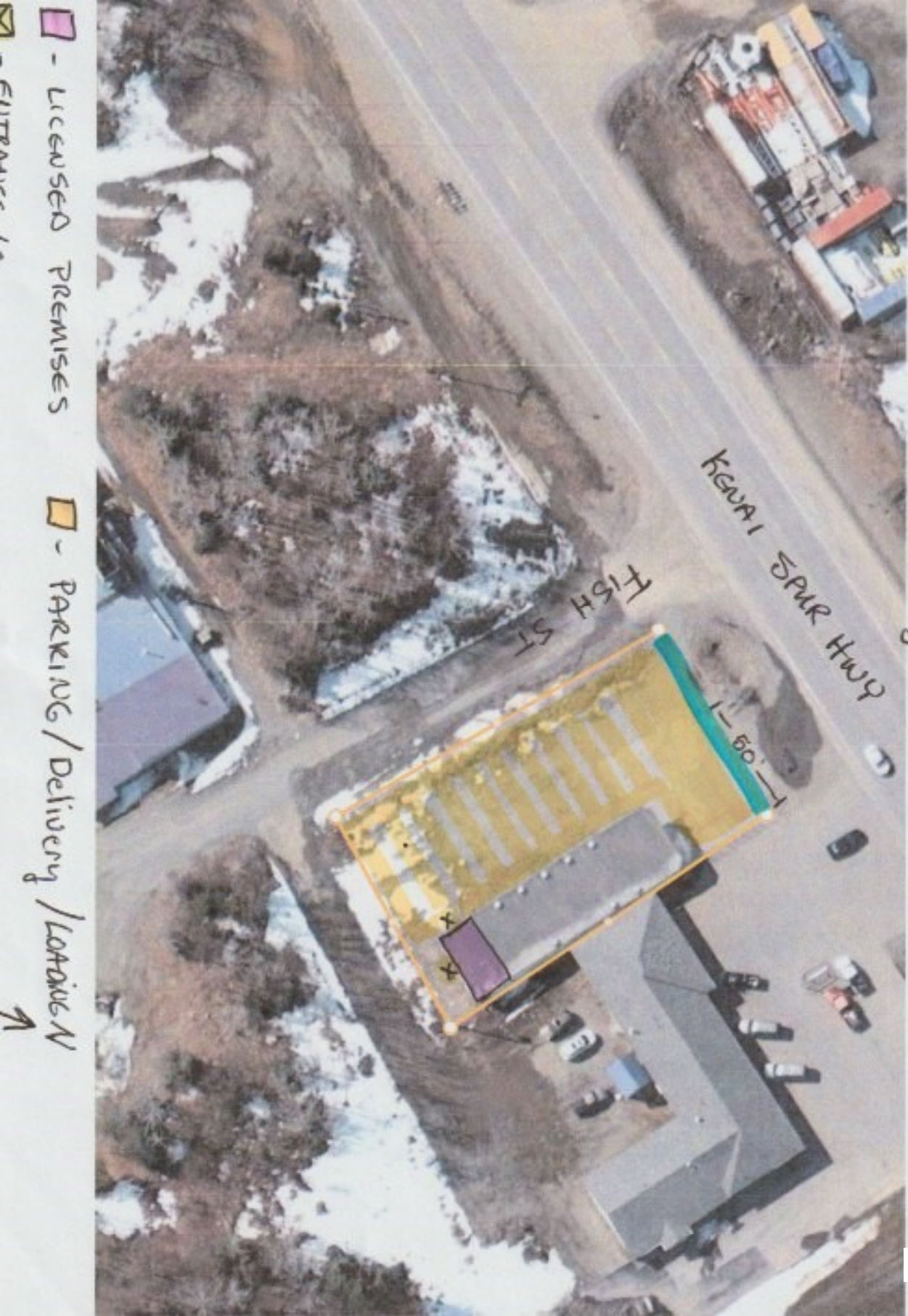
51698 Kenai Spur Highway, Nikiski, AK 99635; T 7N R 12W SEC 1 SEWARD MERIDIAN
KN 0001400 NIKISHKA SUB NO 2 LOT 4 BLK 2

Application for Retail Marijuana Store (License Number: 28917)

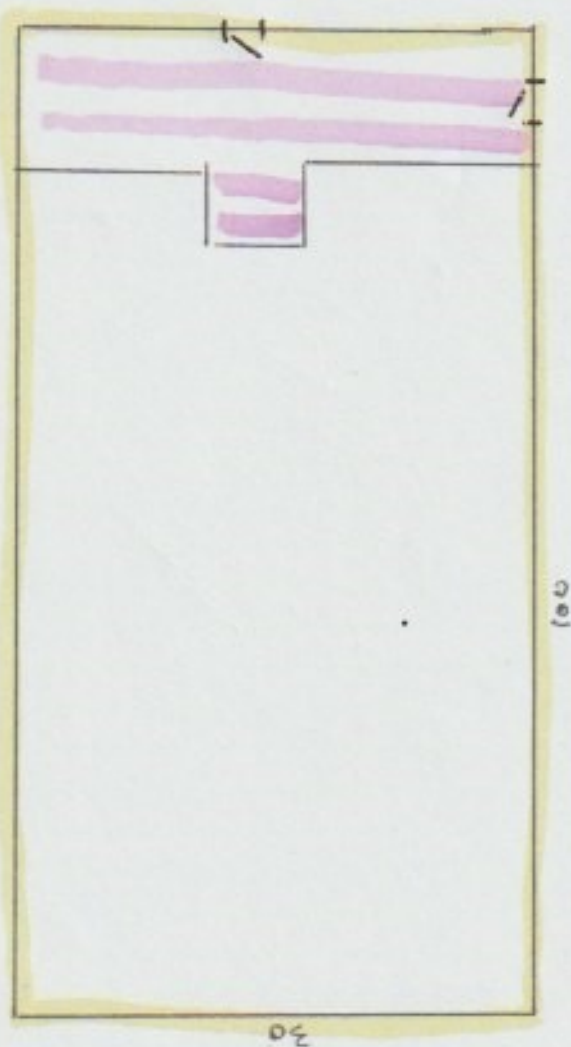

Signature

3-15-2021
Date

Jesse L. Spurgeon



Jesse I. Spurgeon



- - ACCESS FROM KENAI SPUR HWY
 - - STRUCTURE
 - - LOT LINE
 - - Proposed Premises
- NO ADDITIONAL BUILDINGS ON LOCATION

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Kenai Peninsula Borough Assembly Members
THRU: Brent Johnson, Assembly President
FROM: Johni Blankenship, Borough Clerk (JB)
DATE: November 9, 2021
RE: 2022 Meeting Schedule


KPB 22.40.010 (A) states in part, "Regular meetings of the assembly shall be held on the first and third Tuesday of each month at 6:00 p.m. in the assembly room of the Borough Administration Building. The assembly shall by resolution or motion, establish the date and place for assembly meetings by approving a calendar for the upcoming year. The assembly shall, at a minimum, schedule at least two meetings per month for six (6) months of each year". The meeting schedule for 2021 is proposed as follows:

MONTH	1ST MEETING	2ND MEETING	COMMENTS
January	4	18	
February	1	15	
March	1		Only one meeting scheduled – Spring Break
April	5	19	
May	3	17	Budget Work Sessions Scheduled for May 3rd tentatively starting at 10:00 a.m., May 16 th tentatively starting at 9:00 a.m. and May 17 th tentatively starting at 10:00 a.m.
June	7	21	
July	5		Only one meeting scheduled – Summer Break
August	9	23	2 nd and 4 th Tuesday Due to Primary Election on the 16 th
September	6	20	
October	11	25	2 nd and 4 th Tuesday Due to Election October 4, 2022 - Regular Municipal Election
November	15		3 rd Tuesday Due to October schedule and General Election on the 8 th Only one regular meeting scheduled – Winter Break
December	6		Only one meeting scheduled – Holiday Break

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

TO: Assembly President
Members, of the Kenai Peninsula Borough Assembly

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: November 9, 2021

RE: Appointment to the Road Service Area Board

Pursuant to KPB 16.41.020(A) & (B), I hereby submit the following appointments to the Road Service Area Board for confirmation by the Assembly. The applicants have been verified as registered voters and reside within the designated region of the Road Service Area to be represented. Attached for your review; request for appointment.

Appointment	Board Seat	Term Expires
Robert K. Wall	Central Region	September 30, 2024
South Region	Cam Schaeffer	September 30, 2024

Cc: Dil Uhlin, Roads Director
Clerks Office

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
THRU: Johni Blankenship, Borough Clerk (J.M.) for JB
FROM: Tatyana Shassetz, Borough Clerk Administrative Assistant (AS)
DATE: October 15, 2021
RE: Verification of Roads Service Area Board Appointments – Central Region and South Region

Pursuant to KPB 16.41.060, notice of these vacancies were advertised on the borough's website on August 11, 2021. The application period for these vacancies closed on September 1, 2021, and has remained open until filled.

The applicants listed below are registered voters of the borough and reside within the Roads Service Area region in which they are applying. The following applications are being submitted for your consideration.

Central Region Seat: Robert K. Wall

South Region Seat: Cam Schaeffer

cc: Dil Uhlin, Roads Director

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2021-10-11 09:14:02

Service Area: Roads, Central Region: Sterling/Soldotna (Term Expires 09/30/2024)

Applicant Name Robert K Wall	Daytime Phone 9072606616
Email rkwallak@yahoo.com	Date of Birth [REDACTED]
Physical Residence Address 29880 Bear Rd Sterling, Alaska 99672	Mailing Address Box 761 Sterling, AK 99672
SS #	Voter # [REDACTED]
I have been a Resident of the Kenai Peninsula Borough for: 40 years, 0 months	I have been a Resident of the selected Service Area for: 40 years, 0 months
What knowledge, experience, or expertise will you bring to this board? Bear road off of Adkins was unmaintained in 1981, and the neighborhood slowly brought it up to standards, until the Borough took it over. I owned a dozer and bought gravel from Jack Rumley, and learned how to build a road @ 60° North Lat.. Built two homes on gravel pads. Also spent 40 years on the slope drilling oil wells, and helping to keep the roads and pads up to design to be able to move the rigs from pad to pad. A few of the larger rigs had sub bases that weighed over 2 million lbs. Well versed in soil analyses, percolation rates, current road designs, geomorphology, sedimentation, and stratigraphy.	

ROBERT K. WALL

SR. RIG SUPERVISOR

P (907)260-6616 hm (907)398-9191 cell **E** rkwallak@yahoo.com **A** PO Box 761, Sterling, Alaska 99672

EXPERIENCE

MAY 2020 TO PRESENT

Trained as a Wildland Fire Fighter, State of Alaska Div. of Forestry, Kenai/Kodiak, AK. Manage our rhubarb farm, bee keeping, community volunteer.

OCT 2019 TO APR 2020

Sr. Drilling Rig Supervisor, Arctic Slope Regional Corporation (ARSC), Anchorage, AK

Exploration Well Stirrup #1 in Kuparuk, North Slope, for Oil Search

OCT 2016 TO OCT 2019

Sr. Drilling Rig Supervisor, Top Performance Drilling, LLC, Sterling, AK
Sole Proprietor/Consultant overseeing operations, including drilling oil and gas wells on the Kenai Peninsula and North Slope of Alaska for Hilcorp Alaska, Glacier Oil & Gas, Blue Crest Energy

MAY 2011 TO SEPT 2016

Sr. Drilling Rig Supervisor, Conoco Phillips Alaska, Anchorage, AK
-Beluga, Kuparuk, Alpine, N.P.R.A.

JAN 1998 TO MAY 2011

Sr. Directional Driller, Haliburton
-North Slope, Cook Inlet, Kuparuk, Alpine

1990 TO 1998

Senior Directional Driller, Great Land/Anadrill
-North Slope, Cook Inlet

1984 TO 1989

Lead Formation Evaluation Engineer, MWD
Teleco Oil Field Services Anchorage, AK
-Prudhoe Bay

1981 TO 1984 Well Site Geologist, Self Employed
-Cook Inlet, Prudhoe Bay

EDUCATION

BA Geology & Earth Sciences
Guilford College
Greensboro, NC

SAFETY TRAININGS

- NORTH SLOPE TRAINING CERTIFICATION
- HYDROGEN SULFIDE TRAINING
- HAZARDOUS MATERIAL HANDLING AND DISPOSAL
- CONFINED SPACE ENTRY PERMIT TRAINING
- RESPIRATOR FIT TEST- PPE
- ELECTRICAL SAFETY LOCKOUT/TAGOUT
- HELICOPTER SURVIVAL TRAINING
- BLOODBORNE PATHOGENS
- CPR/FIRST AID CERTIFIED
- WILDLAND FIRE FIGHTING RED CARD EFF II

SKILLS & COMPETENCIES

- Extended Reach Drilling (ERD), Torque & Drag Analysis, BHA Design, Hydraulics, Traveling Cylinder & Close Approach Analysis
- Specialized in Horizontal Wells, Trilateral Wells, Horizontal Sidetracks, Medium/High Radius Multilateral Wells, Rotary Steerable Systems, Managed Pressure Drilling, Cementing Completions
- Proficient in Geological Hazard Assessment; Fracture Gradient Analysis, Bore Hole Stability, Formation Evaluation, Formation Fluid Analysis
- Well Flow Analysis, Casing Seat Selection, Casing & Tubing Design, Conductor Installation, Drilling Fluid Design, Cement Design, Completions, Relief Well Design, Well Control Equipment Specifications, Diverters, Well Control Barriers, Simultaneous Operations
- Environmental & Disposal Planning
- Well Site Safety Management and Processes, Testing & Maintaining Well Equipment
- Open Hole Logging Practices, Tripping Practices, Well Control Drills
- Recognizing & Analyzing Formation Pressure, Well Control Detection Prevention and Handling Kicks, Casing & Cement Operations
- Well Abandonment, Balanced Cement Plugs, Analyzing Formation Gasses, Transition Zones & Cuttings
- Well View
- Well EZ
- Well Man
- Dims Reporting Programs
- IADC Well SHARP – Supervisor Level 10+ years.
- E-Line Log Evaluation
- Abnormal Pressure Detection
- Advanced Drilling Technology - Murchison Drilling School
- Advanced Well Control - Charlie Prentice School

BOARDS & COMMISSIONS MEMBERSHIP

Kenai Peninsula Farm Bureau
Sterling Community Center
Sterling Community Coalition Group
Sterling Senior Center Endowment Board
District 29 Republican Vice Chair, Precinct Captain #190

PROFESSIONAL MEMBERSHIPS

American Institute of Professional Geologists (AIPG)

Alaska Miners Association (AMA)

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2021-10-06 12:20:55

Service Area: Roads, South Region Seat: Homer/Anchor Point/Nikolaevsk (Term Expires 09/30/2024)

Applicant Name	Daytime Phone
Cam Schaeffer	907-399-3390
Email	Date of Birth
cam@dibblecreekrock.com	[REDACTED]
Physical Residence Address	Mailing Address
34481 N FORK RD anchor point, alaska 99556	,
SS #	Voter #
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
45 years, 8 months	45 years, 8 months
What knowledge, experience, or expertise will you bring to this board?	
Current Board Memeber	

Kenai Peninsula Borough

Office of the Borough Mayor

MEMORANDUM

TO: Assembly President
Members, of the Kenai Peninsula Borough Assembly

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor *ch*

DATE: November 9, 2021

RE: Appointment to the KPB Advisory Planning Commission

In accordance with KPB 21.02, appointments to Kenai Peninsula Borough Advisory Planning Commissions are recommended by the Borough Mayor, subject to confirmation by the Borough Assembly. The applicant is a registered voter and resides within the area to be represented. I hereby submit to the Assembly my recommendation for confirmation of the following appointment to the KPB Advisory Planning Commission:

<u>Anchor Point APC</u>	<u>Seat</u>	<u>Expires</u>
Maria Bernier	A	September 30, 2023

Cc: Melanie Aeschliman, Planning Director
Bryan Taylor, Land Management
Clerk's Office

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
THRU: Johni Blankenship, Borough Clerk (JWB) for JB.
FROM: Tatyana Shassetz, Borough Clerk Administrative Assistant (AS)
DATE: October 15, 2021
RE: Anchor Point Advisory Planning Commission Applications

The Anchor Point Advisory Planning Commission has one vacancy:

Seat A Term to Expire 09/30/2023

The application period has remained open until filled.

As per KPB 21.02.060, the applicants listed below have been verified as registered voters within the precincts covered by the commission boundaries in which they are applying. Their residence address has also been verified to be within the Advisory Planning Commission boundaries as listed.

The following applications are being submitted for your consideration

Seat A Rebecca Wright
Seat A Maria Bernier

cc: Planning Department

Kenai Peninsula Borough

Planning Department

Advisory Planning Commission Application Submitted 2021-10-06 16:03:21


APC/Seat: Anchor Point – Seat A (Term Expires 09/30/2023)

Name	Mobile Phone
Maria Bernier	
Home Phone	Work Phone
	9072993347
Email	Date of Birth
maria.bleu.ak@gmail.com	
SSN	Voter #
Residence Address	Mailing Address
72155 Shannon Rd ANCHOR POINT, AK 99556	P.O. Box 421 ANCHOR POINT, AK 99556
How long have you lived in the area served by this Advisory Planning Commission?	What knowledge, experience, or expertise will you bring to this board?
33 years	I was raised in Anchor Point by a hardworking single mother. I graduated Homer High School and then explored several other states. I attended MMI in Arizona. After seeing other places I decided Anchor Point was a great place to raise a family. My husband helps manage a local construction company. We have 4 children and one attends Chapman School, where I volunteer regularly. I know Anchor Point has a lot of potential and feel I could bring a valuable opinion to the table.

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

TO: Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: November 9, 2021

RE: Appointment to the KPB Resilience and Security Advisory Commission

Pursuant to the enactment of Ordinance 2020-25, I hereby submit my recommendations for confirmation by the Assembly, of the following appointment to the Kenai Peninsula Borough Resilience and Security Advisory Commission. The Applicant has been verified and reside within the area to be represented. Application is attached for your review:

Central Peninsula (areas of Sterling, Kenai, Soldotna, Kalifornsky)

Mark Haller

Expires September, 2024

Cc: Melanie Aeschliman, Planning Director
Marcus Mueller, Land Management

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
THRU: Johni Blankenship, Borough Clerk (1/11/21) for JB
FROM: Tatyana Shassetz, Borough Clerk Administrative Assistant (AS)
DATE: October 15, 2021
RE: Verification of Resilience and Security Advisory Commission Applicant

The RSAC currently has on vacancy. The application period for this seat has remained open until filed.

Pursuant to the enactment of Ordinance 2020-25, the applicant listed has been verified as a resident of the geographic area described below.

The following application is being submitted for your consideration.

CENTRAL PENINSULA (areas of Sterling, Kenai, Soldotna, Kalifornsky)

- Mark Haller, Kalifornsky

cc: Land Management

Kenai Peninsula Borough

Planning Department

Resilience & Security Advisory Commission Application Submitted 2021-10-11 14:19:51

Seat: Central Peninsula (Sterling, Kenai, Soldotna, Kalifornsky) Term Expires 09/30/2024

Name:
Mark Haller
Mailing Address:
42701 Kalifornsky Beach Road A6 Soldotna, AK 99669
Residential Address (if different from mailing address):
,
Email:
sales@ak.solar
Mobile:
Work Phone:
9077826366
Home Phone:
Occupation or place of employment:
Self Employed
How long have you lived in the area served by this Resilience & Security Advisory Commission?
10

In which of the 10 areas defining the scope of the commission do you have experience?

Improve cost and energy efficiency of buildings;

Improve cost and energy efficiency of transportation;

Increase use of local, clean energy to (a) modernize electricity generation, storage and distribution;
(b) increase energy independence; (c) diversify the grid and reduce supply volatility;

Support hazard mitigation planning that accounts for changing environmental conditions;

Conduct cost-benefit analyses of sustainable resource initiatives;

Actively engage and communicate with borough communities to develop and institute sustainable resource initiatives through community workgroups, task-forces, online media, etc.;

What knowledge, experience, or expertise will you bring to this board?

Local renewable energy business owner. We have great working relationships with local constituents that share similar goals.

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

No

Are you available for:

Night meetings

Comments (areas of interest, additional experience or qualifications, etc.):

Solar Energy Installations across Kenai Peninsula

Mark Haller

Driven, experienced, and passionate about the solar PV industry

1704 Stratford Court
Anchorage, AK 99508
(907) 782-6366
mark@ak.solar

EXPERIENCE

Midnight Sun Solar LLC, Anchorage, AK — Owner/Operator

2019 - Present

Job duties include: Business management, PV system design, operations, customer service, and technical support.

Renewable Energy Systems, Anchorage, AK — Sales/ Tech

March 2017 - 2019

Sales, design, and installation experience in the Solar PV and Battery Off grid industry in the State of Alaska. Experience with state of the art inverters/chargers, batteries, and generators.

One Source Solar, Ankeny, IA — Lead technician

August 2015 - September 2016

Design and install Solar PV systems and associated equipment across the state of Iowa. Coordination with subcontractors to execute successful residential and commercial scale Solar PV projects. Emphasis on making field adjustments to systems design and implementation.

Native Solar, Austin, TX — Lead technician

August 2011 - August 2015

Design and install Solar PV systems and associated equipment across the state of Texas. Coordination with subcontractors to execute successful residential and commercial scale Solar PV projects. Management of up to 5 crew members at a time.

EDUCATION

South Anchorage High School, Anchorage, AK — GED

August 2000 - May 2006

Completed required core studies for GED graduation. Played in school sports and participated in community events.

Montana State University, Bozeman, MT — General Studies

August 2006 - May 2007

Completed one year of general study covering a variety of subjects.

SKILLS

PV system design

Carpentry/Building

Electrical Systems

Small Electronics

Mechanics

IT, and Technology

Solar PV

Batteries

Word, Xcel, Outlook

3D Design

Operating Heavy Equipment

Certifications

10 hour OSHA Hazard Recognition
Training for the construction
industry

PV 320e Advanced PV System Design
and NABCEP Exam Prep

State of Alaska Driver's License

LANGUAGES

Knowledge in basic programming
languages and protocols

References

Lloyd Lee – Native Inc – Solar business owner – 512.970.1401


Chris Renner - Renner[G] – Solar business owner – 512.983.6996

Bryce Teague – Battery Systems – Manager – 907.227.5255

Kenai Peninsula Borough
Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: November 9, 2021

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award Contract for ITB22-021 Central Emergency Services Arc Loop Training Pad Expansion to D&L Construction Co., Inc., Cooper Landing AK.
- b. Authorization to Award a Contract for ITB22-006 North Road Surfacing to D&L Construction Co., Inc., Cooper Landing AK.

Other

- Capital Project Reports – September 30, 2021
- FY22-1Q Senior Center Grants Reports
- FY22-1Q Economic Development Grant Reports

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Andrew Walsh, Project Manager *AW*

DATE: October 20, 2021

RE: Authorization to Award a Contract for ITB22-021
Central Emergency Services Arc Loop Training Pad Expansion

The Purchasing and Contracting Office formally solicited and received bids for ITB22-021 Central Emergency Services Arc Loop Training Pad Expansion. Bid packets were released on September 27, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on September 28, 2021 and the Anchorage Daily News on September 27, 2021.

The project consists of the following: Furnishing all labor, materials and equipment to expand the Central Emergency Services Arc Loop training facility. Work includes but is not limited to pad expansion, clearing and grubbing, excavation, backfill, surface course installation and compaction, and a new approach to Arc Loop Road.

On the due date of October 13, 2021 four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$161,000.00 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 443.51610.12469.43011 and 443.51610.19469.43011.

Charlie Pierce
Charlie Pierce, Mayor

10/22/2021

Date

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	443.51610.12469.43011
Amount	\$50,560.61
Acct. No.	443.51610.19469.43011
Amount	\$111,339.39
By: <i>PP BH</i>	Date: 10/21/2021

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB22-021 Central Emergency Services Arc Loop Training Pad Expansion

CONTRACTOR	LOCATION	BASE BID	ADDITIVE ALTERNATE	TOTAL BID
D & L Construction Co., Inc.	Cooper Landing, Alaska	\$161,900.00	\$49,720.00	\$211,620.00
CIC, Inc.	Soldotna, Alaska	\$181,855.00	\$51,920.00	\$233,775.00
Foster Construction, LLC	Soldotna, Alaska	\$183,900.00	\$53,610.00	\$237,510.00
Great Northern Construction & Management	Soldotna, Alaska	\$240,160.88	\$48,720.00	\$288,880.88

DUE DATE: October 13, 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*

THRU: Dil Uhlin, Road Service Area Director *DU*

FROM: Andrew Walsh, Project Manager *AW*

DATE: October 20, 2021

RE: Authorization to Award a Contract for ITB22-006 North Road Surfacing

The Purchasing and Contracting Office formally solicited and received bids for the ITB22-006 North Road Surfacing. Bid packets were released on July 28, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion on July 28, 2021.

Furnishing all labor, materials and equipment to upgrade Kenai Peninsula North Road, 35,300 linear feet. Work includes but is not limited to roadbed reconditioning and surfacing.

On the due date of August 18, 2021, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$875,140.00 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 434.33950.16NRD.43011.

Charlie Pierce
Charlie Pierce, Mayor

10/22/2021
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.16NRD.43011</u>
Amount	<u>\$875,140.00</u>
By: <i>PP</i> <i>BA</i>	Date: <u>10/21/2021</u>

NOTES:

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB22-006 North Road Surfacing

CONTRACTOR	LOCATION	BASE BID	ADDITIVE ALTERNATE	TOTAL EXTENDED BID
D & L Construction Co., Inc.	Cooper Landing, Alaska	\$875,140.00	\$322,900.00	\$1,198,040.00
Peninsula Construction, Inc.	Kenai, Alaska	\$1,479,401.50	\$565,659.75	\$2,045,061.25
Knik Construction Co., Inc.	Anchorage, Alaska	\$1,856,142.50	\$657,885.00	\$2,514,027.50

DUE DATE: August 25, 2021

KPB OFFICIAL:


John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Assembly President
Members of the Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Borough Mayor *CP*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: October 21, 2021

RE: Capital Project Reports – September 30, 2021

Attached are the quarterly project reports for the Borough's capital project funds:

Fund 400 - Borough and Grant Funded School Capital Projects Fund
Fund 401 - Bond Funded Capital Projects Fund
Fund 407 - General Government Capital Projects Fund
Fund 411 - Solid Waste Capital Projects Fund
Fund 434 - Road Service Area Capital Projects Fund
Fund 441 - Nikiski Fire Service Area Capital Projects Fund
Fund 442 - Bear Creek Fire Service Area Capital Projects Fund
Fund 443 - Central Emergency Service Area Capital Projects Fund
Fund 444 - Western Emergency Service Area Capital Projects Fund
Fund 446 - Kachemak Emergency Service Area Capital Projects Fund
Fund 455 - Communication Center 911 Capital Projects Fund
Fund 459 - North Peninsula Recreation Service Area Capital Projects Fund
Fund 490 - Central Peninsula Hospital Capital Projects Fund
Fund 491 - South Peninsula Hospital Capital Projects Fund

School Revenue Projects - Fund 400

Balances through September 30, 2021

Project	Year	Site	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
13DSG	2013	78050	A/W Design Improvements	\$ 200,000	\$ 144,674	\$ 1,936	\$ 57,262	\$ 142,738
13FLR	2013	19010	Admin Building Flooring	35,000	5,109	5,109	35,000	-
14000	2014	78050	A/W Auditorium Lighting	75,000	9,322	-	65,678	9,322
16855	2016	78050	A/W Locker Replacement	125,000	12,164	-	112,836	12,164
17714	2017	78050	A/W Window/Siding Replacement	275,000	34,399	-	240,601	34,399
17727	2017	78050	A/W Bleacher Replacement	100,000	22,675	-	77,325	22,675
17780	2017	78050	A/W Playground Upgrades	75,000	7,421	-	67,579	7,421
17782	2017	78050	A/W ADA Upgrades	75,000	3,256	-	71,744	3,256
17802	2017	78050	A/W Asphalt/Sidewalk Repair	75,000	734	-	74,266	734
17860	2017	78050	A/W Generator/Hardware	100,000	5,240	311	95,071	4,929
18728	2018	78050	A/W Doors/Entries	100,000	647	17	99,371	629
18759	2018	78050	A/W Water Quality Improvements	125,000	24,298	-	100,702	24,298
18802	2018	78050	A/W Asphalt/Sidewalk Repair	150,000	97,876	-	52,124	97,876
18851	2018	78010	A/W Portables/Outbuildings	75,000	2,312	-	72,688	2,312
18860	2018	78050	A/W Generator/Hardware	75,000	16,354	2,847	61,493	13,507
19714	2019	78050	A/W Window/Siding Replacement	150,000	93,829	23,462	79,633	70,367
19782	2019	78050	A/W ADA Upgrades	75,000	19,341	-	55,659	19,341
19802	2019	78050	A/W Asphalt/Sidewalk Repair	150,000	150,000	-	-	150,000
19803	2019	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
19860	2019	78050	A/W Generator/Hardware	50,000	50,000	19,680	19,680	30,320
19BOI	2019	72010	Homer High Boiler Replacement	425,000	5,389	145	419,756	5,244
KSELO	2019	71065	KSELO New School Construction	10,010,000	10,010,000	-	-	10,010,000
20728	2020	78050	A/W Doors/Entries	100,000	42,147	2,220	60,073	39,927
20755	2020	78050	A/W Flooring Upgrades	125,000	5,470	5,470	125,000	-
20756	2020	78050	A/W Asbestos Removal/Repair	75,000	43,675	-	31,325	43,675
20758	2020	78050	A/W Electrical/Lighting	125,000	1,163	970	124,807	193
20759	2020	78050	A/W Water Quality Improvements	100,000	46,652	-	53,348	46,652
20780	2020	78050	A/W Playground Upgrades	75,000	75,000	190	190	74,810
20782	2020	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
20801	2020	78050	A/W HVAC/DDC/Boiler Upgrades	1,225,000	319,927	187,178	1,092,251	132,749
20803	2020	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
20855	2020	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
20856	2020	78050	A/W Security/Safety	100,000	23,465	14,396	90,931	9,069
20860	2020	78050	A/W Generator/Hardware	50,000	34,178	34,178	50,000	-
20CON	2020	7(1/2)010	Chapman Remodel/Homer HS DDC	1,000,000	177,838	76,358	898,521	101,479
21714	2021	78050	A/W Window/Siding Replacement	100,000	100,000	-	-	100,000
21755	2021	78050	A/W Flooring Upgrades	175,000	174,819	64,092	64,273	110,727
21756	2021	78050	A/W Asbestos Removal/Repair	75,000	75,000	-	-	75,000
21758	2021	78050	A/W Electrical/Lighting	125,000	3,493	3,146	124,654	346
21759	2021	78050	A/W Water Quality Improvements	50,000	50,000	-	-	50,000
21801	2021	78050	A/W HVAC/DDC/Boiler Upgrades	75,000	73,233	-	1,767	73,233
21802	2021	78050	A/W Asphalt/Sidewalk Repair	100,000	100,000	-	-	100,000
21803	2021	78050	A/W Elevator Upgrades	75,000	75,000	-	-	75,000
21851	2021	78010	A/W Portables/Outbuildings	75,000	55,367	-	19,633	55,367
21855	2021	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
21856	2021	78050	A/W Security/Safety	100,000	100,000	-	-	100,000
21860	2021	78050	A/W Generator/Hardware	50,000	38,257	36,306	48,049	1,951
21ADA	2021	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
21DRS	2021	78050	A/W Doors/Entries	100,000	100,000	-	-	100,000
22000	2022	78050	A/W Auditorium Lighting	300,000	300,000	-	-	300,000
22714	2022	78050	A/W Building Envelope Upgrades	200,000	200,000	-	-	200,000
22755	2022	78050	A/W Flooring Upgrades	125,000	125,000	-	-	125,000
22758	2022	78050	A/W Electrical/Lighting	150,000	150,000	82,776	82,776	67,224
22801	2022	78050	A/W HVAC/DDC/Boiler Upgrades	850,000	850,000	-	-	850,000
22851	2022	78010	A/W Portables/Outbuildings	150,000	150,000	-	-	150,000
22856	2022	78050	A/W Security/Safety	175,000	175,000	-	-	175,000
22DSG	2022	78050	A/W Assessment/Design	300,000	300,000	-	-	300,000

Project Totals \$ 19,245,000 \$ 15,079,723 \$ 560,786 \$ 4,726,063 \$14,518,937

Beginning Fund Balance 7/1/21 \$ 2,696,484

Funds Provided:

FY22 Transfer from General Fund	\$ 2,250,000
13DSG Local Contribution - KPBSD Design	144,674
13FLR Local Contribution - KPBSD Admin Bldg Floor	5,109
J008Y Insurance Proceeds - Nanwalek Housing Fire	150,000
KESLO AK Dept of Education & Early Development	10,010,000
Total Funds Provided	12,559,783

Funds applied - current year expenditures (560,786)

Funds obligated to existing projects (14,518,937)

Projects completed, cancelled or other funding source identified -

Funds available for appropriation and for future capital expansion plans \$ 76,544

School Bond Projects - Fund 401

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
11SCH	2011	FY11 School Roof Replacements	\$ 16,894,646	\$ 25,523	\$ 2,874	\$ 16,871,997	\$ 22,649
14SCH	2014	FY14 School Roofs/Homer Field	61	61	-	-	61
22SCH	2021	FY22 Homer High School Roof	1,473,484	1,333,990	599,767	739,261	734,223
22BND	2022	FY22 Bond Refinance - July	9,893	9,893	9,893	9,893	-
Project Totals			\$ 18,378,084	\$ 1,369,467	\$ 612,534	\$ 17,621,152	\$ 756,933

	Bond	Interest	Local - GF	Total
Beginning Fund Balance 7/1/21	\$ 1,293,545	\$ 180,460	\$ 40,506	\$ 1,514,511
Funds Provided:				
22SCH FY22 Homer High School Roof		38		
22BND FY22 Bond Refinance - July	9,893			
Total Funds Provided	9,893	38	-	9,931
Funds applied - current year expenditures:				
11SCH FY11 School Roof Replacements		(2,874)		
22SCH FY22 Homer High School Roof	(599,767)			
22BND FY22 Bond Refinance - July	(9,893)			
Total Funds Applied - current year expenditures	(609,660)	(2,874)	-	(612,534)
Funds obligated to existing projects:				
11SCH FY11 School Roof Replacements		(22,649)		
14SCH FY14 School Roofs/Homer Field	(61)			
22SCH FY22 Homer High School Roof	(693,717)		(40,506)	
Total funds obligated to existing projects	(693,778)	(22,649)	(40,506)	(756,933)
Projects completed or cancelled	-	-	-	-
Funds avail. for approp. and for future capital expansion plans	\$ -	\$ 154,975	\$ -	\$ 154,975

General Government Projects - Fund 407

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
14MAN	2014	Manatron Software Upgrade	\$ 75,000	\$ 73,800	\$ -	\$ 1,200	\$ 73,800
15SOF	2015	Tax Software Upgrade	75,000	64,364	-	10,636	64,364
19407	2019	Card Entry Security System	150,000	9,266	-	140,734	9,266
22471	2022	OEM-ERC Server Room A/C Unit	25,000	25,000	-	-	25,000
22472	2022	OEM-Radio Communications	125,000	125,000	-	-	125,000
22473	2022	Poppy Ln Building Entry Remodel	155,000	155,000	-	-	155,000
22474	2022	B/W Access Cntrl Improvements	180,000	180,000	385	385	179,615
Project Totals			<u>\$ 785,000</u>	<u>\$ 632,430</u>	<u>\$ 385</u>	<u>\$ 152,956</u>	<u>\$ 632,044</u>

Beginning Fund Balance 7/1/21

\$ 963,336

Funds Provided:

	FY22 Transfer from General Fund	\$ 250,000	
22472	FY22 Transfer from General Fund - PILT	<u>112,500</u>	
	Total Funds Provided		362,500

Funds applied - current year expenditures

(385)

Funds obligated to existing projects

(632,044)

Projects completed or cancelled

-

Funds available for appropriation and for future capital expansion plans

\$ 693,406

Solid Waste Projects - Fund 411

Balances through September 30, 2021

Project	Year	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
17SWB	2017	SW CPL Equip/Plan/Design/Construction	\$ 5,999,365	\$ 497,442	\$ -	\$ 5,501,923	\$ 497,442
18CDE	2018	FY18 C&D Cell Expansion	350,000	3,527	-	346,473	3,527
18GAS	2018	Landfill Gas to Energy Project	100,000	29,400	-	70,600	29,400
19HLC	2019	FY19 SW-Homer Landfill Closure - Phase 2	2,702,000	1,122,659	19,310	1,598,650	1,103,350
20FUN	2020	Funny River Transfer Site Expansion	670,525	48,074	-	622,451	48,074
21DMP	2021	Dumpster Replacement	104,000	8,000	-	96,000	8,000
22DEM	2022	Demolition of Obsolete Facilities	110,000	110,000	-	-	110,000
22FIR	2022	CPL Building Fire Detection System	40,000	40,000	-	-	40,000
22LEA	2022	Leachate Improvements	4,400,000	4,400,000	-	-	4,400,000
22SUR	2022	Transfer Site Surveillance	100,000	100,000	-	-	100,000
22WEL	2022	Monitoring Well Decommissioning	60,000	60,000	181	181	59,819
SLF02	2022	COVID - Fiscal Recovery Funds - CPL	6,000,000	6,000,000	1,165	1,165	5,998,835
Project Totals			\$ 20,635,890	\$ 12,419,103	\$ 20,655	\$ 8,237,442	\$ 12,398,448

	Capl Proj Fund	Closure/Post	17SWB Bond	Total
Beginning Fund Balance 7/1/21	\$ 871,351	\$ 8,814,861	\$ 608,486	\$ 10,294,698
Funds Provided:				
FY22 Transfer from Operating Fund	4,400,000			
Grant Revenue - COVID Recovery Funds	6,000,000			
FY22 Interest Earnings	15,701			
FY22 Transfer for Closure/Post		873,340		
FY22 Interest Earnings on 17SWB Bond Proceeds			16	11,289,056
Funds applied - current year expenditures	(1,345)	(65,250)	-	(66,595)
Funds obligated to existing projects	(10,797,656)	(1,103,350)	(497,442)	(12,398,448)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital expansion plans	\$ 488,051			488,051
Closure/post closure liability		\$ 8,519,602		8,519,602
Funds restricted for SWD bond			\$ 111,060	111,060
Ending fund balance				\$ 9,118,712

Road Service Area Projects - Fund 434

Balances through September 30, 2021

Project	Year	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
Grant Funded Projects							
14JAC	2014	Jacobs Ladder Repair	\$ 100,000	\$ 32,613	\$ 15,678	\$ 83,064	\$ 16,936
16NRD	2016	North Road Extension	7,023,591	1,407,394	88,896	5,705,093	1,318,498
21SAL	2021	Fish Passage/Old Exit Glacier	155,000	155,000	-	-	155,000
Service Area Funded - FY CIP Projects							
2019 Road CIP Projects (\$2,428,000)							
19CIP	2019	B/W FY19 Local Funds	404,877	404,877	-	-	404,877
W7IGL	2017/19	Divine Estates/Igloo-Dana Bayes	10,000	10,000	-	-	10,000
S7HLR	2019	Hulter Road	847,341	790,617	645,658	702,382	144,959
W6TER	2019	Tern Cir/Jacnjil Cir/Jitney Cir	79,385	79,385	-	-	79,385
		Projects completed prior to FY22	1,086,398	-	-	1,086,398	-
			2,428,000				
2020 Road CIP Projects (\$2,519,000)							
20CIP	2020	B/W FY20 Local Funds	63,626	63,626	-	-	63,626
20WRT	2020	Warranty Funds	20,000	20,000	-	-	20,000
S7WAL	2020	Walters St/Wilderness Ln	1,006,500	934,461	-	72,039	934,461
S8BSG	2020	Basargin Rd	1,155,000	308,684	-	846,316	308,684
W6ROC	2020	Roosevelt Cir	143,330	947	-	142,383	947
		Projects completed prior to FY22	130,544	-	-	130,544	-
			2,519,000				
2021 Road CIP Projects (\$2,347,400)							
21CIP	2021	B/W FY21 Local Funds	-	-	-	-	-
21GRV	2021	FY21 Borough Gravel Projects	300,000	37,260	356	263,096	36,904
C2MRR	2021	Moose River Dr/River Ridge Rd	150,000	148,358	-	1,642	148,358
E2FER	2021	Ferrin Road	239,000	217,977	-	21,023	217,977
S7MAN	2021	Mansfield Ave	627,700	577,806	500	50,395	577,305
S8BGN	2021	Basargin Road	871,200	802,397	243,901	312,705	558,495
W2CRE	2021	Creary Circle	159,500	147,308	126,107	138,300	21,200
			2,347,400				
2022 Road CIP Projects (\$2,881,000)							
22CIP	2022	B/W FY22 Local Funds	-	-	-	-	-
22GRV	2022	FY22 Borough Gravel Projects	300,000	300,000	-	-	300,000
S8BSR	2022	Basargin Road	1,122,000	1,122,000	-	-	1,122,000
N3DUK	2022	Duke Street	276,500	276,500	-	-	276,500
W7AND	2022	St Andrews Road	175,000	175,000	-	-	175,000
C5SPO	2022	Sports Lake/Hakala/Cotman	352,500	352,500	-	-	352,500
N3POL	2022	Poolside Ave	300,000	300,000	-	-	300,000
W6SKY	2022	Skyline Dr	275,000	275,000	-	-	275,000
W1CHN	2022	Chinulna Ct	80,000	80,000	-	-	80,000
			2,881,000				
Service Area Funded - Other Projects							
20431	2020	Inspector Vehicle	39,175	293	-	38,882	293
22431	2022	Inspector Vehicles	80,000	80,000	-	-	80,000
Project Totals			\$ 17,573,166	\$ 9,100,001	\$ 1,121,096	\$ 9,594,262	\$ 7,978,904
Beginning Fund Balance 7/1/21							\$ 9,724,382
Funds Provided:							
		FY22 Transfer from Operating Fund			\$ 3,800,000		
		FY22 Interest Earnings			18,187		
14JAC		DCCED Boro Wide Improvement			32,613		
16NRD		US Dept. of Transportation			1,407,394		
21SAL		US Dept. of Commerce			150,164		
		Total Funds Provided					5,408,358
Funds applied - current year expenditures							(1,121,096)
Funds obligated to existing projects							(7,978,904)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							\$ 6,032,739

Nikiski Fire Service Area Projects - Fund 441

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
18411	2018	ST 1 Repairs/Maintenance	157,310	\$ 18,878	\$ -	\$ 138,432	\$ 18,878
18412	2018	ST 1 Exhaust Removal System	201,847	191,443	1,785	12,188	189,659
19411	2019	NFSA Fire ST 3 New Construction	4,719,000	81,923	3,298	4,640,375	78,625
19412	2019	Parking Lot Repairs ST 1 & 2	100,000	7,750	-	92,250	7,750
20412	2020	Emergency Response Vehicle	73,993	2,213	-	71,780	2,213
20413	2020	Enclosed Conex Carport	14,969	6,922	-	8,047	6,922
21411	2021	NFSA Emerg Response Truck & Plow	75,000	29,151	-	45,849	29,151
21412	2021	NFSA Station 2 Lighting	82,986	77,422	1,435	6,999	75,987
22411	2022	SCBA/Radio Communications	300,000	300,000	-	-	300,000
22412	2022	Ambulance	300,000	300,000	22,626	22,626	277,374
22413	2022	Response Vehicle/Plow	75,000	75,000	-	-	75,000
Project Totals			\$ 6,100,105	\$ 1,090,703	\$ 29,144	\$ 5,038,546	\$ 1,061,559

Beginning Fund Balance 7/1/21 \$ 1,123,338

Funds Provided:

	FY22 Transfer from Operating Fund	\$ 300,000	
	FY22 Interest Earnings	2,076	
22411	FY22 Transfer from General Fund - PILT	175,000	
	Total Funds Provided		477,076
	Funds applied - current year expenditures		(29,144)
	Funds obligated to existing projects		(1,061,559)
	Projects completed or cancelled by Service Area Board Action		-
	Funds available for appropriation and for future capital expansion plans		\$ 509,712

Bear Creek Fire Service Area Projects - Fund 442

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
14421	2014	Dispatch/Communication Equip	\$ 25,000	\$ 1,342	\$ -	\$ 23,658	\$ 1,342
20421	2020	Turnout Gear	10,820	10,820	-	-	10,820
21421	2021	Heavy Rescue Engine	400,000	400,000	-	-	400,000
22421	2022	SCBA/Radio Communications	192,500	192,500	-	-	192,500
Project Totals			<u>\$ 628,320</u>	<u>\$ 604,662</u>	<u>\$ -</u>	<u>\$ 23,658</u>	<u>\$ 604,662</u>
Beginning Fund Balance 7/1/21							\$ 566,304
Funds Provided:							
FY22 Transfer from Operating Fund						\$ 250,000	
FY22 Interest Earnings						1,053	
22421	FY22 Transfer from General Fund - PILT					175,000	
Total Funds Provided							426,053
Funds applied - current year expenditures							-
Funds obligated to existing projects							(604,662)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							<u>\$ 387,695</u>

Central Emergency Service Area Projects - Fund 443

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
12469	2012	Training Facility Relocation	\$ 339,950	\$ 52,178	\$ -	\$ 287,772	\$ 52,178
16CES	2016	Emergency Response Vehicles	2,785,629	13,118	2,772	2,775,283	10,347
19461	2019	SCBA Compressor	450,000	147,605	-	302,395	147,605
19469	2019	Training Site Phase 2 Expansion	150,000	150,000	566	566	149,434
20461	2020	Station 1 Land Acquisition	900,000	887,787	15,453	27,667	872,334
20CES	2020	Emergency Response Vehicles	1,611,196	864	-	1,610,331	864
21461	2021	Staff Vehicle	60,000	60,000	-	-	60,000
J025C	2021	Ambulance Medic #935 Ins Claim	30,000	30,000	-	-	30,000
22461	2022	SCBA/Radio Communications	192,500	192,500	-	-	192,500
22462	2022	EMS Advanced Training Simulators	130,000	130,000	100,072	100,072	29,928
22463	2022	Utility Vehicle	60,000	60,000	-	-	60,000
22464	2022	Station 1 Relocation	1,000,000	1,000,000	-	-	1,000,000
22465	2022	Ambulance	280,000	280,000	22,626	22,626	257,374
Project Totals			\$ 7,989,275	\$ 3,004,052	\$ 141,489	\$ 5,126,711	\$ 2,862,564

	Capl Proj Fund	16CES Bond	20CES Bond	Total
Beginning Fund Balance 7/1/21	\$ 2,171,300	\$ 28,549	\$ 864	\$ 2,200,714
Funds Provided:				
FY22 Transfer from Operating Fund	1,200,000			
FY22 Interest Earnings	4,111			
22461 FY22 Transfer from General Fund - PILT	175,000			
J025C Insurance Proceeds - Ambulance	9,469			
FY21 Interest Earnings on Bond Proceeds		1	-	1,388,581
Funds applied - current year expenditures	(138,717)	(2,772)	-	(141,489)
Funds obligated to existing projects	(2,851,353)	(10,347)	(864)	(2,862,564)
Projects completed or cancelled by Service Area Board Action	-	-	-	-
Funds avail. for approp. and for future capital expansion plans	\$ 569,810			569,810
Funds restricted for 16CES bond		\$ 15,432		15,432
Funds restricted for 20CES bond			\$ -	-
Ending fund balance				\$ 585,242

Western Emergency Service Area Projects - Fund 444

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
11TNK	2011	Water Storage Tank Installation	\$ 50,000	\$ 16,438	\$ -	\$ 33,562	\$ 16,438
18441	2018	Emergency Water Fill Site FY18	100,000	9,122	-	90,878	9,122
19441	2019	Emergency Water Fill Site FY19	100,000	53,741	2,123	48,383	51,617
21441	2021	Emergency Water Fill Site FY21	125,000	125,000	-	-	125,000
22441	2022	SCBA/Radio Communications	459,000	459,000	-	-	459,000
22442	2022	Cardiac Monitor/Defibrillator	142,000	142,000	-	-	142,000
22443	2022	Command/Utility Vehicle	60,000	60,000	-	-	60,000
22FIL	2022	Emergency Water Fill Site FY22	34,981	34,981	-	-	34,981
Project Totals			<u>\$ 1,070,981</u>	<u>\$ 900,282</u>	<u>\$ 2,123</u>	<u>\$ 172,823</u>	<u>\$ 898,158</u>

Beginning Fund Balance 7/1/21 \$ 321,763

Funds Provided:

	FY22 Transfer from Operating Fund	\$ 409,981	
	FY22 Interest Earnings	633	
22441	FY22 Transfer from General Fund - PILT	<u>175,000</u>	
	Total Funds Provided		585,614
	Funds applied - current year expenditures		(2,123)
	Funds obligated to existing projects		(898,158)
	Projects completed or cancelled by Service Area Board Action		<u>-</u>
	Funds available for appropriation and for future capital expansion plans		<u>\$ 7,095</u>

Kachemak Emergency Service Area Projects - Fund 446

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
17482	2017	ST 2 Water Tank/Generator	\$ 25,000	\$ 6,962	\$ -	\$ 18,038	\$ 6,962
21482	2021	ST 2 Generator	35,000	35,000	-	-	35,000
21483	2021	Command Vehicle	80,000	23,097	19,108	76,011	3,989
21484	2021	Repeater Upgrade	40,000	38,445	25,019	26,574	13,426
21485	2021	ST 1 Well Replacement/Paving	35,000	35,000	26,871	26,871	8,129
22485	2022	SCBA/Radio Communications	260,000	260,000	-	-	260,000
Project Totals			<u>\$ 475,000</u>	<u>\$ 398,503</u>	<u>\$ 70,998</u>	<u>\$ 147,494</u>	<u>\$ 327,506</u>

Beginning Fund Balance 7/1/21 \$ 169,865

Funds Provided:

	FY22 Transfer from Operating Fund	\$ 150,000	
	FY22 Interest Earnings	319	
22485	FY22 Transfer from General Fund - PILT	<u>175,000</u>	
	Total Funds Provided		325,319
	Funds applied - current year expenditures		(70,998)
	Funds obligated to existing projects		(327,506)
	Projects completed or cancelled by Service Area Board Action		<u>-</u>
	Funds available for appropriation and for future capital expansion plans		<u>\$ 96,682</u>

Communication Center 911 Projects - Fund 455

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Totals			\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance 7/1/21							\$ 10,889
Funds applied - current year expenditures							-
Funds obligated to existing projects							-
Projects completed or cancelled							-
Due to the General Fund							(10,889)
Funds available for appropriation and for future capital expansion plans							\$ -

North Peninsula Recreation Projects - Fund 459

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
21451	2021	Pool Admin Roof Replacement	\$ 757,285	\$ 302,839	\$ 2,016	\$ 456,462	\$ 300,823
21455	2021	Pool HVAC/BAS System	187,000	10,469	742	177,273	9,727
22451	2022	Ice Resurfacers	140,000	140,000	-	-	140,000
22452	2022	Utility Loader	75,000	75,000	-	-	75,000
22453	2022	Supply/Return Header Replacement	182,000	182,000	1,839	1,839	180,161
Project Totals			<u>\$ 1,341,285</u>	<u>\$ 710,309</u>	<u>\$ 4,597</u>	<u>\$ 635,574</u>	<u>\$ 705,711</u>

Beginning Fund Balance 7/1/21	\$ 584,147
Funds Provided:	
FY22 Transfer from Operating Fund	\$ 250,000
FY22 Interest Earnings	1,099
Total Funds Provided	251,099
Funds applied - current year expenditures	(4,597)
Funds obligated to existing projects	(705,711)
Projects completed or cancelled by Service Area Board Action	-
Funds available for appropriation and for future capital expansion plans	<u>\$ 124,938</u>

Central Peninsula Hospital Projects - Fund 490

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
Provided by Bond Proceeds							
14CPH	2014	CPH Specialty Clinic	\$ 41,249,563	\$ 93,027	\$ -	\$ 41,156,536	\$ 93,027
18CPH	2018	CPH OB/Cath Lab	29,140,645	23,778	399	29,117,266	23,379
Funds Provided by Hospital Plant Replacement Fund							
17OBL	2017	CPH OB/Cardiac Cath Lab	10,215,000	726,498	10,229	9,498,732	716,268
21PRK	2021	CPH Parking Lot	1,500,000	1,495,035	225,048	230,014	1,269,986
22LAB	2021	FY22 Hot Lab Upgrade	568,194	568,194	280	280	567,914
Total Funds Provided by Hospital Plant Replacement Fund			12,283,194	2,789,727	235,558	9,729,026	2,554,168
Project Totals			\$ 82,673,402	\$ 2,906,532	\$ 235,957	\$ 80,002,828	\$ 2,670,575

	Capl Proj Fund	KHCTR	CPH Bonds	Total
Beginning Fund Balance 7/1/21	\$ 792,362	\$ 852,792	\$ 941,658	\$ 2,586,812
Funds Provided:				
17OBL CPH Local Contribution - OB / Card Cath Lab	726,498			
21PRK CPH Local Contribution - CPH Parking Lot	1,495,035			
22LAB CPH Local Contribution - Hot Lab	568,194			
FY22 Interest Earnings	3,289			
State Contributions KHCTR		3,178		
Local Contributions KHCTR		1,948		
FY22 Interest Earnings KHCTR		1,507		
FY22 Interest Earnings on CPH Bond Proceeds			24	2,799,673
Funds applied - current year expenditures	(235,558)	-	(399)	(235,957)
Funds obligated to existing projects	(2,554,168)	-	(116,406)	(2,670,575)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital projects	\$ 795,652			795,652
Funds restricted For Kenai Health Center Maintenance		\$ 859,425		859,425
Funds restricted for CPH bonds			\$ 824,876	824,876
Ending fund balance				\$ 2,479,953

South Peninsula Hospital Projects - Fund 491

Balances through September 30, 2021

Project	Year Appropriated	Project Description	Authorized Amount	FY22 Budget	Expend FY22	Total LTD Expenditures	Unexpended Balance
Funds Provided by Local Funds							
17SPM	2017	Homer Medical Center Remodel	\$ 3,007,999	\$ 2,063	\$ -	\$ 3,005,936	\$ 2,063
18SHF	2018	Patient Monitoring System Upgrades	122,800	122,800	-	-	122,800
18SHJ	2018	Elevator Upgrade	83,000	27,633	-	55,367	27,633
19SHE	2019	Access Control/Security Cameras	95,000	14,271	-	80,729	14,271
20SHC	2020	CT Scanner	2,145,314	17,233	-	2,128,081	17,233
21SHC	2021	Roof Replacement	325,000	278,412	-	46,588	278,412
21SHD	2021	Nuclear Medicine System	303,673	303,673	-	-	303,673
21SHE	2021	Staff Locator Badge System	225,000	20,251	-	204,749	20,251
21SHF	2021	X-Ray Machine Specialty Clinic	190,637	190,637	-	-	190,637
21SHG	2021	SPH Wi-Fi System	172,500	48,604	-	123,896	48,604
21SHS	2021	Video Bronchoscope	35,784	35,784	-	-	35,784
21SHU	2021	Homer Medical Clinic Lobby Remodel	30,500	30,500	-	-	30,500
21SHZ	2021	Various Minor Hospital Equip/Software	150,882	18,658	-	132,224	18,658
22SHA	2022	Pharmacy Remodel	555,000	555,000	-	-	555,000
22SHB	2022	A/C Unit - Long Term Care/Rehab	450,000	450,000	552	552	449,448
22SHC	2022	MRI Chiller Replacement	170,000	170,000	-	-	170,000
22SHD	2022	Therapeutic Surfaces - Long Term Care	87,511	87,511	-	-	87,511
22SHF	2022	Bariatric Beds for Long Term Care	85,497	85,497	-	-	85,497
22SHG	2022	Incident Management Software	81,760	81,760	-	-	81,760
22SHH	2022	Imaging Technology	60,000	60,000	-	-	60,000
22SHJ	2022	Anesthesia Machine	60,000	60,000	-	-	60,000
22SHK	2022	Coagulation Analyzer	58,000	58,000	-	-	58,000
22SHL	2022	Storage Area Network	38,000	38,000	-	-	38,000
22SHM	2022	Virtual Host	27,000	27,000	-	-	27,000
22SHN	2022	Glucose Meter	26,000	26,000	-	-	26,000
Total Funds Provided by Local Funds			8,586,857	2,809,287	552	5,778,121	2,808,736
Funds Provided by Hospital Plant Replacement Fund							
19MON	2019	Patient Monitors	756,000	80,050	-	675,950	80,050
21MRF	2021	Homer Medical Clinic Roof	360,000	78,730	1,052	282,322	77,678
21SHA	2021	Nuclear Medicine Renovations	606,000	606,000	-	-	606,000
21SHB	2021	Remodel Kachemak Prof Building	500,000	456,871	-	43,129	456,871
21LND	2021	Property Purchase - 4135 Hohe Street	315,000	10,917	2,805	306,889	8,111
22SHP	2022	EMG Testing Equip for Neuro Clinic	25,234	25,234	-	-	25,234
22SHQ	2022	Roof Replacement	578,695	578,695	-	-	578,695
22SHR	2022	Flooring for Long Term Care	103,199	103,199	-	-	103,199
22SHS	2022	BACT Alert Blood Culture Incubator	31,000	31,000	-	-	31,000
22SHU	2022	Airvana Mattress	25,036	25,036	-	-	25,036
22SHV	2022	Biomed Testing Simulator	13,200	13,200	-	-	13,200
22SHW	2022	Bayer Power Injector Software	11,500	11,500	-	-	11,500
22SHX	2022	Sara Steady Plus	8,333	8,333	-	-	8,333
Total Funds Provided by Hospital Plant Replacement Fund			3,333,197	2,028,765	3,858	1,308,289	2,024,908
Project Totals			\$ 11,920,054	\$ 4,838,053	\$ 4,409	\$ 7,086,410	\$ 4,833,643


	Capit Proj Fund	17SPH/M Bond	Total
Beginning Fund Balance 7/1/21	\$ 1,507,661	\$ 23,838	\$ 1,531,499
Funds Provided:			
FY22 Transfer from Operating Fund	1,698,768		
FY22 Interest Earnings	3,289		
19MON SPH Local Contribution - Patient Monitors	80,050		
21MRF SPH Local Contribution - Homer Medical Clinic Roof	78,730		
21SHA SPH Local Contribution - Nuclear Medicine Reno	606,000		
21SHB SPH Local Contribution - Kachemak Prof Bldg Reno	456,871		
21LND SPH Local Contribution - Real Property Purchase	10,917		
22SHP SPH Local Contribution - EMG Testing Equipment	25,234		
22SHQ SPH Local Contribution - Roof Replacement	578,695		
22SHR SPH Local Contribution - Flooring Long term Care	103,199		
22SHS SPH Local Contribution - Blood Culture Incubator	31,000		
22SHU SPH Local Contribution - Airvana Mattress	25,036		
22SHV SPH Local Contribution - Biomed Testing Simulator	13,200		
22SHW SPH Local Contribution - Bayer Power Injector Software	11,500		
22SHX SPH Local Contribution - Sara Steady Plus	8,333		3,730,822
Funds applied - current year expenditures	(4,409)	-	(4,409)
Funds obligated to existing projects	(4,831,581)	(2,063)	(4,833,643)
Projects completed or cancelled	-	-	-
Funds available for approp. and future capital expansion plans	\$ 402,493		402,493
Funds restricted for 17SPH Bond		\$ 21,775	21,775
Ending fund balance			\$ 424,268

KENAI PENINSULA BOROUGH

Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 

DATE: October 26, 2021

SUBJECT: FY22-1Q Senior Center Grant Reports

The following senior grant reports have been submitted:

- Anchor Point Senior Citizens
- Cooper Landing Senior Center
- Forget-Me-Not Center
- Homer Senior Center
- Homer Friendship Center (Final Report)
- Kenai Senior Citizens
- Nikiski Senior Citizens
- Ninilchik Senior Center
- Seldovia Senior Center
- Seward Seniors Citizens

No report provided at the time that this memo was submitted:

- Soldotna Senior Center
- Sterling Area Senior Center



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Anchor Point Senior Citizens, Inc.
Account: 100.62110.ANCSR.43011

Award Amount: \$44,869
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: July 1st, 2021

End Date: September 30th, 2021

FINAL REPORT IS DUE BY 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 32,789.00	\$ -	\$ 13,515.19	\$ 13,515.19	\$ 19,273.81
Contract Services	\$ 3,451.00	\$ -	\$ -	\$ -	
Utilities	\$ 8,629.00	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 44,869.00	-	\$ 13,515.19	\$ 13,515.19	\$ 31,353.81

Expenditures this period to be reimbursed >>>

\$ 13,515.19

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals Bulk Distribution/boxes	Unincorporated area of Anchor Point	2000
Meals picked up at center	Unincorporated area of Anchor Point	501
Transportation	Unincorporated area of Anchor Point	Carpools

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The Anchor Point Senior Center was able to complete a full kitchen remodel including the installation of natural gas this quarter. A new food program has been in the works over these past three months with assessments, trials, and performance reviews. The new program will introduce three more days of meals and the kitchen will be utilized all week. Other programs such as Helping Hands outreach and Bingo are predominantly run by volunteers and are performing well at the time. Volunteers and staff have not been in full force for months now, due to sick time. Anchor Point has experienced its highest exposure to the pandemic during this quarter and closures have happened as needed. On the sunny side, The Senior Gardens produced an abundance of fresh vegetables that were made available to seniors.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Donna White Date: 10/5/2021

Printed Name and Title: DONNA WHITE APSCI SECRETARY



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Cooper Landing Senior Citizens.
Account: 100.621115.00000.43011

Award Amount: \$18,665
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 07/01/2021
End Date: 09/30/2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Utilities	\$ 2,140.00	\$ -	\$ 665.85	\$ 665.85	\$ 1,474.15
Contract Services	\$ 11,000.00	\$ -	\$ 3,585.00	\$ 3,585.00	\$ 7,415.00
Supplies	\$ 2,525.00	\$ -	\$ 55.00	\$ 55.00	\$ 2,470.00
Insurance	\$ 3,000.00	\$ -	\$ 289.00	\$ 289.00	\$ 2,711.00
TOTALS	\$ 18,665.00	-	\$ 4,594.85	\$ 4,594.85	\$ 14,070.15

Expenditures this period to be reimbursed >>>

\$ 4,594.85

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		
Meals picked up at center	Acknowledged; no data collected. Acknowledged budget revision within approved categories.	
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Mario Carboni performed (piano) at the commons in Ravens View on July 13. Next day 6 CLSCCI members met with long-time CLSCCI financial supporter ConocoPhillips representatives at Sunrise Inn. In August Senior Haven water tested favorably and septic tanks were pumped. On Aug. 27, the Soldotna Food Bank delivered 2234 lbs. of food to the commons in Eagles View! Norman Starkey organized the food for local seniors and then community members. Campfire Camp K donated food items. Clay Adam was appointed to fill a CLSCCI board vacancy in Sept. The board voted to allow Mona Painter to job-share the Administrative Assistant position. KEE Construction worked on the ditch above Ravens View. Ravens View #4 was rented after renovations complete. Pix enclosed.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Mona Painter Date: October 9, 2021
Printed Name and Title: Mona Painter, CLSCCI Board Secretary, Administrative Assistant

Cooper Landing
Senior Citizen
Corp. Inc.
07-01-21 to
09-30-21
Senior Grant
Program Report

With
ConocoPhillips
representatives,
Mario's
performance, Food
Bank grocery store
in Eagles View
commons, Snug
Harbor Rd.
construction





Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Frontier Community Services
Account: 100.62195.FTNCO.43011

Award Amount: \$36,282
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 7/1/2021

End Date: 9/30/2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Transportation	\$ 3,000.00	\$ -	\$ 902.00	\$ 902.00	\$ 2,098.00
Senior Events	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
Program Supplies	\$ 9,782.00	\$ -	\$ 1,130.00	\$ 1,130.00	\$ 8,652.00
FMN Program Assista	\$ 20,500.00	\$ -	\$ 795.00	\$ 795.00	\$ 19,705.00
TOTALS	\$ 36,282.00	-	\$ 2,827.00	\$ 2,827.00	\$ 33,455.00

Expenditures this period to be reimbursed >>>

\$ 2,827.00

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		
Meals picked up at center		
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

During the first quarter of FY22, the Forget-Me-Not Adult Day Center remained closed to the public due to Frontier Community Services vigilance of the Covid-19 virus and its potential effects on the senior population. Preparation to reopen the center part-time had begun prior to this first quarter, with a tentative reopening date of October 1st. However, due in large part to the ever-increasing Covid-19 cases in the area, this was again placed on hold. In lieu of site based services, In-person adult day services, both through small groups and individually, was provided. This was a difficult task to accomplish as small outbreaks of Covid-19 in assisted living homes, where participants reside, contributed to the inability to provide these in-person services. Services that were provided, when opportunity was available, were provided at assisted living homes (in small pods) and in

title and page number insert

individual's homes while the center remained closed. Covid-19 telephone check-ins were completed prior to each visit. FMN staff were able to provide seven individuals with 271 hours of in-home adult day services. Activities such as games, crafts, trivia, music, and sensory activities were all preplanned, noting individual preferences. Ongoing feedback was sought regarding activities and used for future planning.

Funding provided by the Kenai Peninsula Borough assisted the FMN program in purchasing craft supplies, activity supplies, and snacks.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: *Amanda Faulkner* Date: *10.15.21*

Printed Name and Title: *Amanda Faulkner, Executive Director*



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Homer Friendship Center
Account: 100.62125.HOMSR.43011

Award Amount: \$17,754
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 07/01/2021

End Date: 09/30/2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 17,754.00	\$ -	\$ 17,754.00	\$ 17,754.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 17,754.00	-	\$ 17,754.00	\$ 17,754.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 17,754.00

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		
Meals picked up at center		
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Our Adult Day Program opened to residents and the public in July 2021. It was a pleasure to see our seniors interacting together.

HSC has hired a new qualified Adult Day Services Manager. She is extraordinary and comes to us with many years of experience and education. The seniors are enjoying her new fresh activities, games, and age-appropriate programs. Because of the department's previous closure, HSC has also hired all new staff in the department that are engaged and enjoy the new activities and interactions with the seniors.

Thank you for your support of this vital program for our resident and community seniors.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Keren L Kelley Date: 10/7/21
Printed Name and Title: Keren L Kelley Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Homer Senior Citizens, Inc.
Account: 100.62120.HOMSR.43011

Award Amount: \$132,884.
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 07/01/2021

End Date: 09/30/2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 48,800.00	\$ -	\$ 12,842.26	\$ 12,842.26	\$ 35,957.74
Supplies	\$84,084	\$ -	\$ 20,377.82	\$ 20,377.82	\$ 63,706.18
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 132,884.00	-	\$ 33,220.08	\$ 33,220.08	\$ 99,663.92

Expenditures this period to be reimbursed >>>

\$ 33,220.08

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Southern Kenai Peninsula District	3,608
Meals picked up at center	Southern Kenai Peninsula District	1,836
Transportation	Southern Kenai Peninsula District	

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Provided wages for Food Services Department. Meals were served to the senior population and Meals on Wheels program. We serve quality meals that are home cooked and do not use packaged materials.

We served 1,836 meals in our Congregate Meal program, which included community members that came to eat in the dining room or Pick Up a daily lunch, and our newly re-opened Adult Day Services Program. We served 3,608 Home Delivered Meals, which includes the Meals on Wheels program, those who live in our Assisted Living Facility, and those served due to the inability to leave their homes because of COVID-19. Together we were able to serve 5,444 meals for the quarter.

Our kitchen remodel is complete, and we are able to prepare more meals for the senior community. We are still in the process of reworking our menu to offer a choice of 2 entrees or a chef salad for lunch and dinner along with a side dish and dessert. With the new menu, we will be able to offer hot delicious food to the public while still observing social distancing guidelines.

Although HSC reopened to the public on 6/15/2021, the facility has had to temporarily close the doors to the public because the COVID-19 level is Red. Once the level has dropped to Orange or below, HSC will once again

title and page number insert

open the doors to the public. Our program still continues with uninterrupted service and outreach to the senior community with hot nutritious meals.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: Keren L. Kelley Date: 10/7/21

Printed Name and Title: Keren L. Kelley, Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Kenai Senior Citizens
Account: 100.62130.KENSR.43011

Award Amount: \$169,221
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 07/01/2021

End Date: 09/30/2021

FINAL REPORT IS DUE BEFORE 07/09/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized Budget	Total expenditures form all prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 96,522.00	\$ 0.00	32,174.00	32,174.00	64,348.00
Contractual Service	\$ 29,590.00	\$ 0.00	9,863.00	9,863.00	19,727.00
Supplies	\$ 43,109.00	\$ 0.00	8,112.00	8,112.00	34,997.00
Totals	\$ 169,221.00	\$ 0.00	50,149.00	50,149.00	119,072.00

Expenditures this period to be reimbursed >>>

50,149.00

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	PLEASE SEE ATTACHMENT	
Meals picked up at center		
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Attached

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Kathy Romain

Date: 10.19.2021

Printed Name and Title: Kathy Romain, Director

Approved NCTE report submission 10.19.21 gnt

Kenai Senior Services
Borough Quarterly Progress Report
1st Quarter Ending September 30, 2021

The years of 2020-2021 will undoubtedly be remembered for a variety of reasons, but we here at the Kenai Senior Center will remember the faces of those seniors who endured quarantine and were once again able to partake in exercise and games with their friends. Many have commented being able to sit around a table with a cup of coffee and the paper is something they longed for during last year's isolation period. As we have watched senior "snowbirds" appear throughout the summer months, the joy on the faces to once again be a part of a local community is so apparent.

This quarter brought some about some significant personnel changes for us as Administrative Assistant Angie Clary left her position in July. Our janitor, Jake Gibbs also passed away during this time. New part-time drivers Don Erwin and Paul Klaben were added to our team as well as temporary meal driver Michelle Frank. Former Director Rachael Craig filled in during August and September in a temporary position covering the vacancy left by the Administrative Assistant. Our team continued to pull together meeting the continual demand for home meal and congregate meals.

During July – September, we served 6,791 home delivered meals, 1,519 congregate meals, 23 transportation rides, and provided 10 shopping assistance. Our event sign-ins through *MySeniorCenter* totaled 4,415 with 209 unduplicated individuals.

In August, we gave complied 200 emergency kits for our senior community. These were filled with anything one would need in the event of an emergency from funds given through the State of Alaska. This was a wonderful program bringing together volunteers wanting to make a difference. We are looking for another grant as we now have a waiting list for more kits.

Thank you to the Kenai Peninsula Borough for your continued support of our program.

Type of Service	Census District Precinct (CDP)	Number of Individuals
Home Delivered Meals	Funny River	1
	Kalifornsky West	21
	Kalifornsky East	3
	Kasilof (East of Sterling Highway)	8
	Kasilof (West of Sterling Highway)	13
	Kenai	62
	Ridgeway	4
	Nikiski	6
	Salamatof	4
	Soldotna	1
	Sterling Highway South West	2
Pickup Meals (at Center)	Kenai	15
	Nikiski	2
	Salamatof	4
	Funny River	0
Information and Assistance	Funny River	3
	Kalifornsky West	6
	Kasilof (East of Sterling Highway)	5
	Kasilof (West of Sterling Highway)	9
	Kenai	134
	Ridgeway	7
	Nikiski	16
	Salamatof	10
	Soldotna	15
	Sterling Highway South West	4
Exercise Classes	Funny River	2
	Kalifornsky West	19
	Kalifornsky East	8
	Kenai	49
	Nikiski	6
	Salamatof	8
	Sterling	3
	Soldotna	4

	Out of Area	2
Outreach	Kalifornsky East	3
	Kaslifornsky West	1
	Kenai	29
Information and Assistance	Funny River	4
	Cooper Landing	3
	Kalifornsky West	11
	Kalifornsky East	11
	Kasilof (East of Sterling Highway)	10
	Kasilof (West of Sterling Highway)	5
	Kenai	130
	Nikiski	7
	Out of Area	0
	Ridgeway	4
	Salamatof	4
	Soldotna	4
	Sterling	7
	Sterling Highway South East	5
	Sterling Highway South West	3
Shopping Assistance	Kenai	3
Assisted Transportation (Medical)	Kenai	2
Congregate Meals	Kenai	75
	Kalifornsky East	11
	Kalifornsky West	5
	Nikiski	5
	Out of Area	7
	Ridgeway	2
	Salamatof	6
	Soldotna	8

Activities (Coffee/Paper, Games, Music Night)	Cooper Landing	0
	Kalifornsky East	3
	Kalifornsky West	10
	Kasilof (East of Sterling Highway)	4
	Kenai	69
	Nikiski	9
	Out of Area	0
	Salamatof	6
	Soldotna	14
	Sterling	4



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Nikiski Senior Center
Account: 280.63190

Award Amount: \$52,981
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: July 1, 2021

End Date: September 30, 2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 52,981.00	\$ -	\$ 13,245.28	\$ 13,245.28	\$ 39,735.72
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 52,981.00	-	\$ 13,245.28	\$ 13,245.28	\$ 39,735.72

Expenditures this period to be reimbursed >>>

\$ 13,245.28

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Nikiski Precinct CDP	1,442
Meals picked up at center	Nikiski Precinct CDP	2,447
Transportation	Nikiski Precinct CDP	9

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

This grant approved for administrative payroll. It includes number of meals served to individuals. We are open to approximately 60 persons per day Monday through Friday. The mitigation plan continues sterilizing tables, kitchen, salad bar, and utensils with kitchen staff serving each individual. Masks are optional. Our soup and salad bar is open with service by the kitchen staff. The price for main meal remains at \$5.00 per person. An additional \$3.00 charge for the salad bar.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Sasha Fallon

Date: 10/13/21

Printed Name and Title: Sasha Fallon, Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Ninilchik Senior Citizens
Account: 100.62140.NINSR.43011

Award Amount: \$30,159
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: July 1, 2021

End Date: September 30, 2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$30,159	\$ -	\$ 18,618.45	\$ 18,618.45	\$ 11,540.55
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 30,159.00	-	\$ 18,618.45	\$ 18,618.45	\$ 11,540.55

Expenditures this period to be reimbursed >>>

\$ 18,618.45

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	705	12
Meals picked up at center	689	68
Congregate Meals	1625	139
Transportation	85	7

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The first quarter of FY22 has been a busy one! Summer is in full swing – all of our snowbirds are back for the season and things are bustling here at the center. Meal numbers remained strong as compared to last year however transportation numbers are lower. We have seen many new faces this year at the center. Tourism was strong from what we could tell along with more people moving to the area from the lower 48. Covid continues to plague us but doesn't seem to be hindering seniors too much. We are still offering our pick up meal service for the seniors that do not wish to join us for congregate dining but those numbers are slowly decreasing. Most of the seniors have been vaccinated which has given them renewed confidence to go out in public. We have had several of our members, both vaccinated and unvaccinated come down with Covid. Luckily, we have not lost anyone to the virus.

One of our biggest challenges this quarter continues to be our water system. We have been struggling with this for some time now and with any luck, things will be resolved soon. We have come to the realization that we will need to redo our entire water system. Both of our pressure tank bladders are failing and will need to be replaced, in addition to many others changes that need to be made. I hope that once all the changes are made, our water issues will be

title and page number insert

solved for good! Our exciting news for the quarter is the purchase of a "new to us" vehicle. We are in process of purchasing a Nissan Armada. It is a 7 passenger vehicle that will work well for transporting our seniors where they need to go.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: Julie Otto Date: 10/8/21

Printed Name and Title: Julie Otto Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Seldovia Senior Center
Account: 100.62160.SELSR.43011

Award Amount: \$10,770
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 7/1/2021

End Date: 9/30/2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Supplies	\$ 10,770.00	\$ -	\$ 4,311.20	\$ 4,311.20	\$ 6,458.80
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 10,770.00	-	\$ 4,311.20	\$ 4,311.20	\$ 6,458.80

Expenditures this period to be reimbursed >>>

\$ 4,311.20

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		
Meals picked up at center	697	43
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

We have had some changes to our cooking staff, so there has been some extra time spent with training. We continue to balance the desire for congregate meals with people's safety during the pandemic, and at this time we are still providing meals on a to-go basis only. We will continue to evaluate conditions and hope that we can return to congregate dining at some point in the reasonably-near future, as we recognize that social isolation is a significant challenge for many in the population we serve. There are also challenges related to the increased cost of supplies and transport due the general inflation caused by the pandemic.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Jan Yaeger Date: 10-12-2021

Printed Name and Title: Jan Yaeger, Finance Officer



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Seward Senior Citizens, Inc.
Account: 100.62150.SEWSR.43011

Award Amount: \$47,238
2021/2022 Senior Grant Program

Submit Report To:

Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: July 1st, 2021 (1st Qtr Report)

End Date: September 30, 2021

FINAL REPORT IS DUE BEFORE 07/08/22

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 47,238.00	\$ -	\$ 11,809.50	\$ 11,809.50	\$ 35,428.50
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 47,238.00	-	\$ 11,809.50	\$ 11,809.50	\$ 35,428.50

Expenditures this period to be reimbursed >>>

\$ 11,809.50

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	2700	30
Meals picked up at center	1052	52
Transportation	0	0

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The Seward Senior Center provided meals on wheels, take out meals and since July 1st, opened the congregate dining room for socialization with good nutrition. We closed for 8 days after receiving a positive covid case. We require masks to be worn by all participants. We continue to serve older Alaskans in the community of Moose Pass, to ensure that they receive good nutrition and a bi-weekly wellness check.

Moose Pass is not in our senior center district, but with covid, they become part of our services, in partnership with volunteer Moose Pass drivers, moving hot meals 2 times a week into older Alaskans homes.

SSC provided evidence-based fitness classes: Staying Active and Independent for Life; Tai Chi for Arthritis and Walking for Wellness for 31 older Alaskans.

SSC provide social services in the form of Medicare enrollment and education; Social Security enrollment and education; monthly USDA/CSFP food box program; social and recreational programs that support music, art, education, travel and cultural events and programs.

The center administration has dealt with major staff turnover in the first quarter due to salaries that don't afford an employee to live in Seward or live outside of a low-income housing project (subsidized section 8 housing), and with that said, starting over in staff training three times in three months, a difficult piece to manage in a small agency.

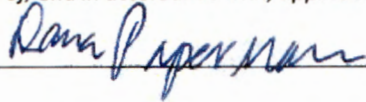
title and page number insert

The Kenai Peninsula Borough Assembly needs to seriously look at providing a living wage for all staff at all senior center, when our new funding is created for 2022, following the 10-year census. It is time we pay our personnel a living wage, as to bring employees into the fold of our mission that supports dignity in our community. And now that we serve the Moose Pass area meals on wheels, we encourage council members to take this into consideration within the senior center funding discussion.

Senior Center's are the cornerstone of independent living for older Alaskans and as a government body, it is important to embrace this population in your funding discussions, and to witness that your dedicated funds are met with many other government funds, as we are tasked with responsibility to turn no one away due to lack of funds. Kenai Peninsula Borough funds improve the integrity of all communities, as we all strive to meet the growing needs of the greatest generation..

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: _____



Date: October 14, 2021

Printed Name and Title: Diana Paperman

KENAI PENINSULA BOROUGH
Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor
FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 
DATE: October 26, 2021
SUBJECT: **FY22-1Q Economic Development Grant Reports**

Attached are the grant reports for the following entities:

KPEDD – Kenai Peninsula Economic Development District

SBDC – Small Business Development Center



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599

PHONE: (907) 714-2153 • FAX: (907) 714-2377

EMAIL: bahlberg@kpb.us

FROM: KPEDD

KPB ACCOUNT: 100.94900.KPEDD.43009

Contract Amount: \$100,000

Ending: June 30, 2022

Financial / Progress Report

Submit Report To:

Brenda Ahlberg

Community & Fiscal Projects Manager

Kenai Peninsula Borough

144 N. Binkley St., Soldotna, AK 99669

Project Name: Non-Areawide KPB Economic Development

Date: 10/01/2021

Report No.: 1 of 4

Quarter From: 07/01/21

To: 09/30/21

FINANCIAL REPORT:

FINAL REPORT DUE ON OR BEFORE 07/09/22

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	100,000	-	25,000.00	25,000.00	\$ 75,000.00
		-		-	\$ -
TOTALS	\$ 100,000.00	-	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00
Payment Request					\$ 25,000.00

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

KPEDD accomplished the following deliverables during the first quarter of fiscal year 2022:

- Presented opportunities and economic changes in the region at the Fairbank's Department of Defense Arctic Strategy Summit
- Finalized and formally approved the Comprehensive Economic Development Strategy
- Continued finalization of the new expanded Revolving Loan Fund program for Peninsula businesses.
- Continued program and tool development to increase economic resiliency through the EDA/KPB Resiliency project
- Assisted both incorporated and unincorporated communities to identify and apply for projects eligible for federal funding
- Hosted discussions between the Alaska Industrial Development Export Authority (AIDEA), Alaska Energy Authority, community point of contacts, and local businesses
- Completion of the Manufacturing Extension Program regional spotlight video
- Provided numerous letters of support for various regional projects
- Presented projects and economic updates to the Kenai Peninsula Borough Assembly, Kenai Peninsula Borough School District, Alaska Municipal League, Alaska Conference of Mayors, incorporated and unincorporated communities, and the chambers of commerce.
- In partnership with the Kenai Chamber of Commerce and the Alaska Department of Labor, KPEDD hosted the Kenai Peninsula Job Fair in September

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with applicable grant agreement terms and conditions.

Signature: _____

Date: 10/1/2021

Printed Name and Title: _____

Tim Dillon, Executive Director



**Alaska Small Business
Development Center**

UAA BUSINESS ENTERPRISE INSTITUTE

Kenai Peninsula

**Alaska Small Business Development Center
1901 Bragaw St., Ste. 199
Anchorage, AK 99508
(907) 786-7201**

FY 2022

First Quarter Report

July 1, 2021 through September 30, 2021

Note from the Center Director: Cliff Cochran, Kenai Peninsula Center

The Kenai Peninsula Center for the Alaska SBDC completed its first quarter of FY 2022, providing assistance to businesses across the peninsula after a vigorous summer. Business advising hours dropped off in July, which is a good sign, as business owners stayed busy at the height of tourist season. Clients all across the peninsula reported some of their biggest years ever, the only complaint being a frustrating lack of labor. As the summer closed and fall shoulder season began, business advising picked up significantly and the SBDC is again buzzing with activity, providing reliable service to both old and new clients.

This quarter marked the first quarter since the COVID-19 pandemic began, where COVID-19 Support was not the top advising subject. It's very encouraging to see Startup Assistance retake its spot atop the list, since that is one of the areas we specialize in at the Alaska SBDC. The SBDC provided support for the AK-ARPA Business Relief Program, which launched during the quarter, getting timely information to business owners and helping them determine eligibility. We also handled inquiries regarding the SBA's Economic Injury Disaster Loan, a great vehicle to clean up credit card debt accumulated during the pandemic.

As demand for Alaska SBDC services has grown on the peninsula, so has our staff. We added Robert Green as a business advisor in Homer last summer, using funding from the CARES Act, and he has experienced success. During this quarter, the SBDC worked closely with the Seward Chamber of Commerce and City of Seward to secure funding for a new Seward business advisor. We are looking forward to partnering with the city and chamber in Seward for the next three years, and hopefully beyond, to provide a local business expert to more directly support Seward businesses. Since CARES Act funding is running out for the SBDC, we are planning to do the same with the city and chamber of commerce in Homer, in order to retain our business advisor position there. We appreciate the continued support from the Kenai Peninsula Borough to maintain the SBDC Center Director position in the central peninsula.

The Alaska SBDC continues to maintain our website with updated information on COVID related training and programs as well as our traditional tools and resources. In addition to COVID-19 relief material, the SBDC offered dozens of webinars on a wide array of subjects over the last year, harnessing both in-house expertise and professional adjuncts. SBDC has continued to develop and deploy on-demand workshops, offering over 70 this quarter. These on-demand topics include, but are not limited to, LLCs in Alaska, Engaging Social Media, Developing a Marketing Strategy, How to Get a Business License, and many more.

The need for business advising services is at an all-time high on the Kenai Peninsula and we are pleased to be at the center of it. We are actively working with small business owners and entrepreneurs in every part of the Kenai Peninsula, from parcels adjacent to the "Y" in Soldotna to the remote reaches of Halibut Cove. We greatly appreciate the support provided by the Kenai Peninsula Borough and we will continually strive to be an outstanding resource for business owners across the peninsula.

At a Glance: Kenai Peninsula FY22 Q1 (Jul 1, 2021 - Sep 30, 2021)**Number of Clients Advised**

Current Quarter: 78

FY 2022: 78

Jobs Created by Clients

Current Quarter: 9

FY 2022: 9

Business Starts

Current Quarter: 8

FY 2022: 8

Capital Infusion

Current Quarter: \$500,000

SBA Loans: \$400,000

Non-SBA Loans: \$0

Non-Debt Financing: \$100,000

FY 2022: \$500,000

Alaska SBDC Kenai Peninsula Center Activity – Historical Comparison

	FY 2020 Q4 4/1/20 - 6/30/20	FY 2021 Q1 7/1/20 - 9/30/20	FY 2021 Q2 10/1/20 - 12/31/20	FY 2021 Q3 1/1/21 - 3/31/21	FY 2021 Q4 4/1/21 - 6/30/21	FY 2022 Q1 7/1/21 - 9/30/21
New business created	4	7	5	8	8	8
Jobs created	17	8	89	6	14	9
Loans (in dollars)	\$4,517,588	\$4,193,063	\$150,000	\$2,566,977	\$530,567	\$400,000
Total capital (loans + equity)	\$4,631,308	\$4,590,563	\$1,054,225	\$3,453,728	\$830,567	\$500,000
New clients	20	13	14	30	32	22
Total clients	125	116	94	111	94	78
Total advising hours	288.37	169.23	180.48	400.73	298.09	299.93

COVID-19 Impact: Kenai Peninsula (Mar 9, 2020 - Sep 30, 2021)

Capital Infusion:

Current Quarter: \$0

Total: \$13,430,091

Clients Assisted:

Current Quarter: 21 clients

Total: 1,705 clients

Jobs Supported:

Current Quarter: 153 jobs

Total: 2,777 jobs

Advising Hours:

Current Quarter: 30 hours

Total: 740 hours

Top 5 Locations Advised:

Homer: 540 clients

Soldotna: 447 clients

Kenai: 304 clients

Seward: 111 clients

Sterling: 62 clients

Top 5 Industries Advised:

Service Establishment: 510 clients

Accommodation and Food Service: 191 clients

Retail: 150 clients

Manufacturer or Producer: 142 clients

Construction: 102 clients

Summary

This special section details COVID-19 support provided by the Alaska SBDC to businesses on the Kenai Peninsula, including figures from the current quarter and since the pandemic reached Alaska in March 2020. During the first quarter of FY 2022, the Center Director and Homer Business Advisor provided strong support to business owners across the Kenai Peninsula. In addition to business advising, the SBDC has continued to maintain our webpage which contains the latest information on COVID-19 relief options in Alaska. Due to changing demands, after 107 live webinars, the SBDC has shifted from scheduled weekly briefings to targeted videos, in order to better meet the needs of our viewers. The Alaska SBDC prides itself on leading the COVID-19 recovery effort on the Kenai Peninsula and throughout Alaska, and we will continue to work closely with business owners to ensure they receive the best service in their time of need.

Clients & Advising at a Glance: Kenai Peninsula FY22 Q1 (Jul 1, 2021 - Sep 30, 2021)

78 Clients by Current Lifecycle

Pre-venture: 21 clients
Startups: 22 clients
In-business: 35 clients

Clients by Industry

Accommodation and Food Service: 15 clients
Retail: 9 clients
Construction: 7 clients
Healthcare and Social Assistance: 7 clients
Professional, Scientific and Technical: 7 clients
Service: 7 clients
Arts and Entertainment: 5 clients
Transportation/Warehousing: 5 clients
Manufacturer/Producer: 4 clients
Agriculture, Forestry, Fishing and Hunting: 3 clients
Real Estate, Rental and Leasing: 3 clients
Waste Management and Remediation: 2 clients
Administrative and Support: 1 client
Educational: 1 client
Mining: 1 client
Tourism: 1 client

Top Areas of Advising

Startup Assistance: 69 hours
Managing a Business: 67 hours
Business Plan: 51 hours
COVID-19 Support: 38 hours
Financing: 36 hours
Buy/Sell a Business: 23 hours

Summary:

Of the 78 entrepreneurs who received advising assistance during the first quarter of FY 2022, 21 were in the pre-venture phase, 22 were startups, and 35 were already in business. During the COVID-19 pandemic, the vast majority of businesses working with the SBDC were in-business enterprises, seeking economic relief. However, after a robust tourist season during the summer, the economy has experienced promising recovery, resulting in a return to first quarter trends. The first part of the quarter, July, is often quite slow, as business owners are busy with work and trying to enjoy fishing and the best of summer. Once the tourists leave and the weather begins to get cold, we see a boost in advising at the SBDC. Accommodation and food service businesses were the hardest hit by the pandemic, so they topped the list for a sixth straight quarter. We are pleased to announce that for the first time in six quarters, COVID-19 Support was not the top area of advising, dropping to fourth in the quarter. It's great to see Startup Assistance, what the SBDC specializes in, back on top as the number one area of advising.

Jobs at a Glance: Kenai Peninsula FY22 Q1 (Jul 1, 2021 - Sep 30, 2021)

New Jobs Overview

9 new jobs
8 clients

New Jobs by Industry

Construction: 3 clients (3 jobs)
Professional, Scientific and Technical: 1 client (1 job)
Real Estate, Rental and Leasing: 2 clients (3 jobs)
Retail: 1 client (1 job)
Waste Management and Remediation: 1 client (1 job)

Jobs Supported

249 jobs
58 clients

Summary:

During the first quarter of FY 2022, 8 clients reported the creation of 9 new jobs on the Kenai Peninsula. These businesses were located all across the borough, from Seward to Homer. While we enjoy serving the big name businesses across the peninsula, we certainly provide focused effort to the little guys, too. During the quarter, the Kenai Peninsula Center provided support to 249 jobs with 58 clients, located in every community on the peninsula. Many of these jobs were preserved through timely guidance on the Paycheck Protection Program (PPP). The SBDC has been active in aiding clients in their forgiveness applications, and has heard nothing but positive feedback on the impact the PPP had on businesses. One of those success stories is narrated at the end of this report.

New Clients at a Glance: Kenai Peninsula FY22 Q1 (Jul 1, 2021 - Sep 30, 2021)

22 New Clients by Initial Stage

Pre-ventures: 12 clients
Startups: 5 clients
In-business: 5 clients

22 New Clients by Industry

Accommodation and Food Service: 5 clients
Service: 4 clients
Health Care and Social Assistance: 3 client
Construction: 2 clients
Professional, Scientific and Technical: 2 clients
Transportation and Warehousing: 2 clients
Administrative and Support: 1 client
Arts and Entertainment: 1 client
Real Estate, Rental and Leasing: 1 client
Retail: 1 client

22 New Clients by Community

Homer: 7 clients
Soldotna: 7 clients
Seward: 3 clients
Kenai: 2 clients
Anchor Point: 1 client
Nikiski: 1 client
Ninilchik: 1 client

Summary:

The Alaska SBDC Kenai Peninsula Center on-boarded 22 new clients during the first quarter of FY 2022. For the fourth straight quarter, there were more new preventure clients than existing business clients. As the economy continues to recover from the COVID-19 pandemic and confidence grows, entrepreneurs from all sectors have been signing up with the Alaska SBDC for assistance. The COVID pandemic resulted in significant achievement by the SBDC on the Kenai Peninsula, and as a result, we have seen increased demand for our services from all areas of the borough. Homer Business Advisor, Robert Green, has taken an active role advising in the South Peninsula, so Homer has experienced an increase in advising. As a result, for the second straight quarter, Homer was atop the list of communities with new SBDC clients.

New Businesses at a Glance: Kenai Peninsula FY22 Q1 (Jul 1, 2021 - Sep 30, 2021)

Qualifying New-Business Starts: 8

Summary:

An enterprise is considered “in-business” when all required licensing/permitting is acquired, has payroll, acquired debt or equity capital, incurred business expenses, and/or created sales. During the first quarter of FY 2022, 8 clients reported the creation of business starts, including three from the construction sector, two from real estate/leasing, and one each from professional/technical, retail, and waste management/remediation services. These businesses were started in Homer, Kasilof, Kenai, Seward, and Soldotna, and confirmed their businesses had started during the quarter. As the economy continues to recover from the COVID-19 pandemic, we are expecting to confirm more businesses next quarter.

Workshops

Summary:

Alaska SBDC workshops were attended by 8 Kenai Peninsula residents during the first quarter. These classes, offered exclusively online during the COVID-19 pandemic, covered a wide array of subjects and harnessed both in-house expertise and professional adjuncts. In FY21, the SBDC Workshop Program focused more intentionally on developing and deploying on-demand workshops and currently offers 71 recorded options. These on-demand topics include, but are not limited to, COVID-19 specific resources and help, Starting a Business, Basic Bookkeeping for Entrepreneurs, LLCs in Alaska, Engaging Social Media, and How to Get a Business License.

Localz: Alaska Made Home Decor & Much More

Out north, in the Nikiski Mall, Localz is truly a gem for locally made gifts, souvenirs, bath and body supplies, jewelry, and much more. Launched in 2019 by local entrepreneur Angelique



Stanton, Localz has grown rapidly, now featuring items from over fifty Kenai Peninsula makers and artists. Now with over two thousand followers on Facebook, Localz has quickly become the most popular retail shop in Nikiski. With items coming from all parts of Southcentral Alaska, Localz is your one-stop shop for unique, one-of-a-kind treasures.

When you enter the shop at Localz, it's easy to see why this new business has gotten off to such a great start. Everything has been carefully organized and cleverly decorated, making both the space inviting and the items enticing. It can take a while for startups to gain traction, but that was not the case with Localz. But then, the coronavirus hit Alaska. Localz was mandated to close its doors in March 2020, uncertain whether or not they would open again. Angelique pivoted quickly to online only, with an already blossoming website, but with everyone waiting to see what would happen next, demand was gone.

That's when Angelique turned to the Alaska SBDC. With SBA Paycheck Protection Program funds quickly running out, she worked closely with Kenai Peninsula Center Director, Cliff Cochran, to secure a PPP, providing Localz with a lifeline from the impact of the coronavirus pandemic. Like many small business owners across the state, Angelique had great things to say about the assistance she received from the Alaska SBDC, sharing, *"Thank you for your advice and support. Without your*



knowledge and help from the PPP, our doors would most likely be closed. We are truly grateful."



After a rebound summer in 2021, Localz is thriving, nearly bursting at the seams in it's now crowded shop. Cliff Cochran had the opportunity to visit Localz in August and the impact was powerful. He said, *"It was so great to see one of my clients thriving as the result of the PPP. Not only did this program support Localz, but in turn the dozens of local artists, craftsmen and women, who sell their products in her store. The ripple effect of this one PPP is enormous for the community of Nikiski and I'm humbled to have been a part of it."*

If you're a local or find yourself on the Kenai Peninsula, the short drive out to Localz is well worth your time. In addition to newly stocked seasonal decor, you'll discover rich handmade soaps, tasty rubs and seasonings, hilarious coffee mugs, and mouth-watering chocolate, among other great items, all made locally.

Localz is located in the Nikiski Mall at 51775 Kenai Spur Hwy, Nikiski, AK 99635. Check them out on [Facebook](#) and browse their growing online store at www.localzak.com. With convenient options to pick up at the store or ship, Localz can deliver your next gift or treat anywhere.

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.

, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

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

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)

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.



P.O. Drawer B Seldovia, Alaska 99663 Phone: (907) 234-7643, Fax: (907) 234-7430 email: citymanager@cityofseldovia.com

October 22, 2021

Mayor Pierce and Kenai Peninsula Borough Assembly
Electronically submitted: assemblyclerk@kpb.us

Subject: Letter of Support for KPB Ordinance 2021-40

Mayor Pierce and Kenai Peninsula Borough Assembly,

On behalf of the City of Seldovia, I am writing in support of Kenai Peninsula Borough (KPB) Ordinance 2021-40.

At their July 26, 2021 meeting, Mayor Campbell and Seldovia City Council discussed the composition of the Kenai Peninsula Borough Planning Commission. While no formal action was taken at the meeting, the Council's preference was for Seldovia to retain a seat on the Kenai Peninsula Borough Planning Commission and the council spoke in support of requesting the KPB consider reinstating 13 seats on the Commission to ensure each first class and home rule city (5 total) has a guaranteed seat and that the Borough Mayor recognizes the city's recommended appointment to the Commission.

Ordinance 2021-40 seeks to increase the KPB Planning Commission seats from 11 to 13. The ordinance also guarantees Seldovia a seat on the Commission. Additionally, the ordinance maintains the City's ability to nominate one or more applicants for consideration to Seldovia's designated seat, and that the applicant must be a resident of Seldovia in order to serve.

Given discussion regarding this ordinance is occurring the day after the Seldovia City Council meeting (October 25th), I can offer additional feedback I receive from the council at the ordinance's hearing.

Thank you for your consideration,

Rachel Friedlander
City Manager

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.

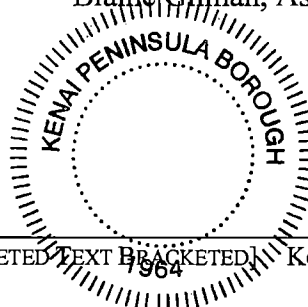
SECTION 5. That Sections 1 and 4 of this ordinance take effect immediately upon its enactment, and Sections 2 and 3 of this ordinance shall take effect August 1, 2020.

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