

# **Kenai Peninsula Borough**

*144 North Binkley Street  
Soldotna, AK 99669*



## **Meeting Agenda**

**Tuesday, February 16, 2021**

**1:45 PM**

**Betty J. Glick Assembly Chambers**

### **Finance Committee**

*Tyson Cox, Chair  
Kenn Carpenter, Vice Chair  
Richard Derkevorkian, Member*

**ITEMS NOT APPEARING ON THE REGULAR MEETING AGENDA**

Bethany Jessen, RBC Public Funds Service, Review of the Borough's Investment Portfolio (30 Minutes)

**PUBLIC HEARINGS ON ORDINANCES**

1.     [2020-19-17](#)     An Ordinance Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

*Attachments:*[Ordinance 2020-19-17](#)[Memo](#)[Planning Commission Recommendation 02/16/21](#)[Hohe - SPH Campus Map](#)[HoHe Detailed Parcel Report 17506205](#)[HoHe Purchase Agreement](#)[SPH 1st Amendment to OA](#)[Hohe Purchase Approval - SPH Resolution 20-21](#)[Reference Copy - Resolution 2020-021](#)

2.     [2020-19-18](#)     An Ordinance Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)

*Attachments:*[Ordinance 2020-19-18](#)[Memo](#)[Reference Copy - Ordinance 2020-31](#)[Reference Copy - Ordinance 2020-49](#)

3.     [2021-04](#)     An Ordinance Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor)

Attachments:     [Ordinance 2021-04](#)  
                      [Amendment Memo 02/16/21](#)  
                      [Memo](#)  
                      [Purchase Agreement](#)  
                      [Exhibit](#)  
                      [Reference Copy - Ordinance 2020-31](#)  
                      [Reference Copy - Ordinance 2020-49](#)

## NEW BUSINESS

### 1. Resolutions

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

Attachments:     [Resolution 2021-010](#)  
                      [Memo](#)

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

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

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

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

### 2. Ordinances for Introduction

- \*a.**     [2020-19-19](#)     An Ordinance Accepting and Appropriating Funding from the State of Alaska in the Amount of \$426,303 for Fiscal Year 2021 and Approving Projects to be Completed for Community Purposes Under the State's 2019/2020 and 2020/2021 Community Assistance Programs (Mayor) (Hearing on 03/02/21)

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

- \*b.**     [2020-19-20](#)     An Ordinance Appropriating \$63,791.65 from the Equipment Replacement Fund for Imagery Acquisition and Approving a Sole Source Award to EagleView™ for the Purchase and Implementation of Pictometry Imagery (Mayor) (Hearing on 03/02/21)

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

- \*c.**     [2020-19-21](#)     An Ordinance Appropriating General Fund Fund Balance for Design Development of Phase I of the Homer High School Roof Replacement (Mayor) (Hearing on 03/02/21)

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

- \*d.**     [2020-19-22](#)     An Ordinance Accepting and Appropriating \$9,600 from the State of Alaska Division of Forestry to Supplement Costs to Manage the Slash Disposal Site Located in Cooper Landing (Mayor) (Hearing on 03/02/21)

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



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

Attachments:

[Ordinance 2021-07](#)

[Memo](#)

[NFA Equipment Award \(Marathon\) January 2021](#)

Introduced by:	Mayor
Date:	01/19/21
Hearing:	02/16/21
Action:	
Vote:	

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

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

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

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

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

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

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

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

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

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

**WHEREAS,** the South Peninsula Hospital Service Area Board, at its meeting of \_\_\_\_\_ recommended \_\_\_\_\_; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021, recommended\_\_\_\_\_;

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

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

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

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

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

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

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

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

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

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

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

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Brent Hibbert, Assembly President

ATTEST:

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Johani Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

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

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

**DATE:** January 7, 2021

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

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

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

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

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

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

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Your consideration of this ordinance is appreciated.

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


# Kenai Peninsula Borough


## Planning Department

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### MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

FROM: Melanie Aeschliman, Planning Director 

DATE: January 29, 2021

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

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

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

In the ordinance, please amend the last WHEREAS statement:

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

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



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

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

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

**MOTION PASSED BY UNANIMOUS VOTE:**

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

**AGENDA ITEM E. NEW BUSINESS**

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

Staff report given by Marcus Mueller.

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

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

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

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

**END OF STAFF REPORT**

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

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



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

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

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

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

**MOTION PASSED BY UNANIMOUS VOTE:**

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

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

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

**AGENDA ITEM M. COMMISSIONER COMMENTS**

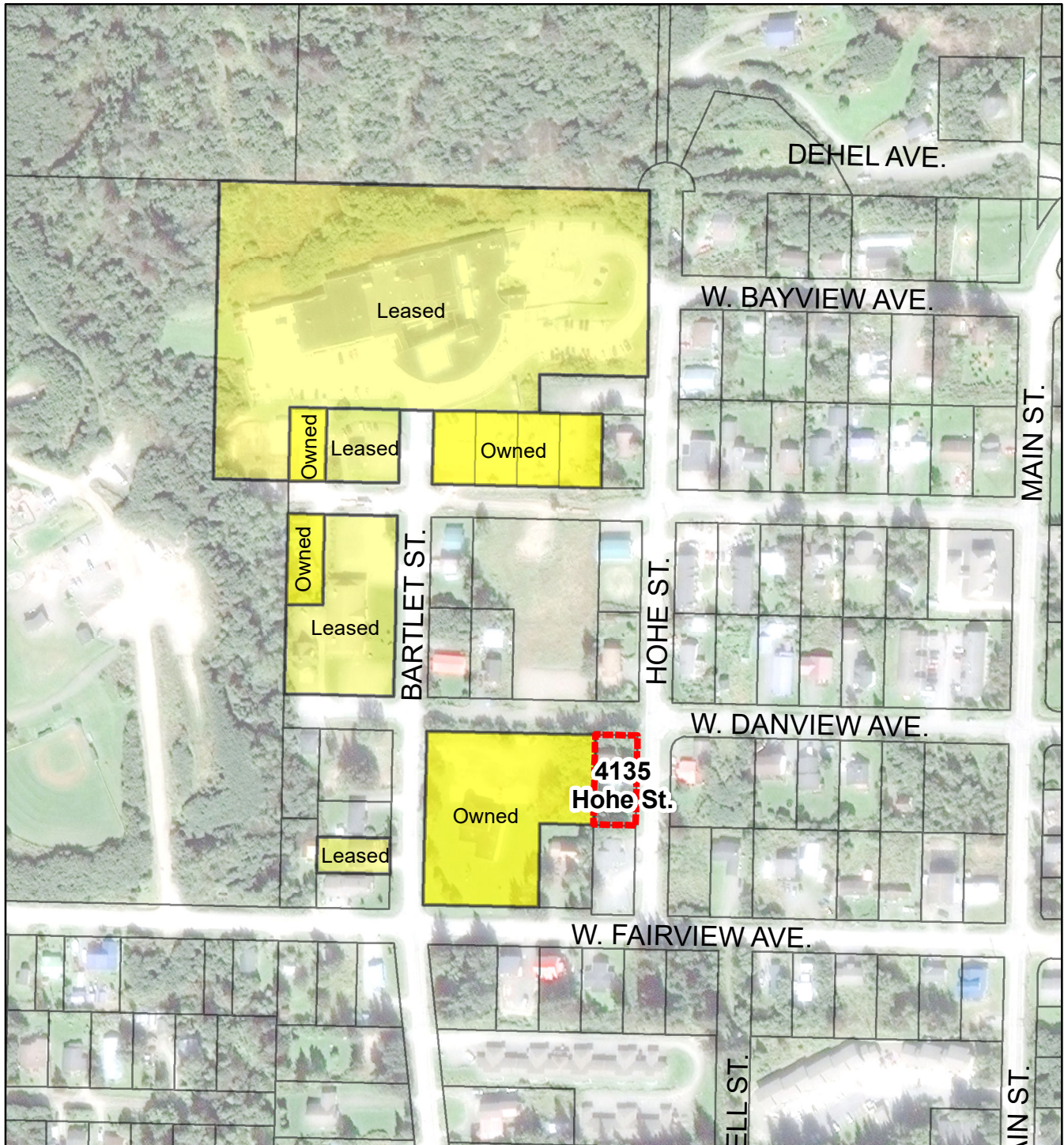
Commissioner Ruffner

Commissioner Venuti

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

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

# SOUTH PENINSULA HOSPITAL CAMPUS



0 100 200 400 600 800 Feet



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

MAM 11/23/20





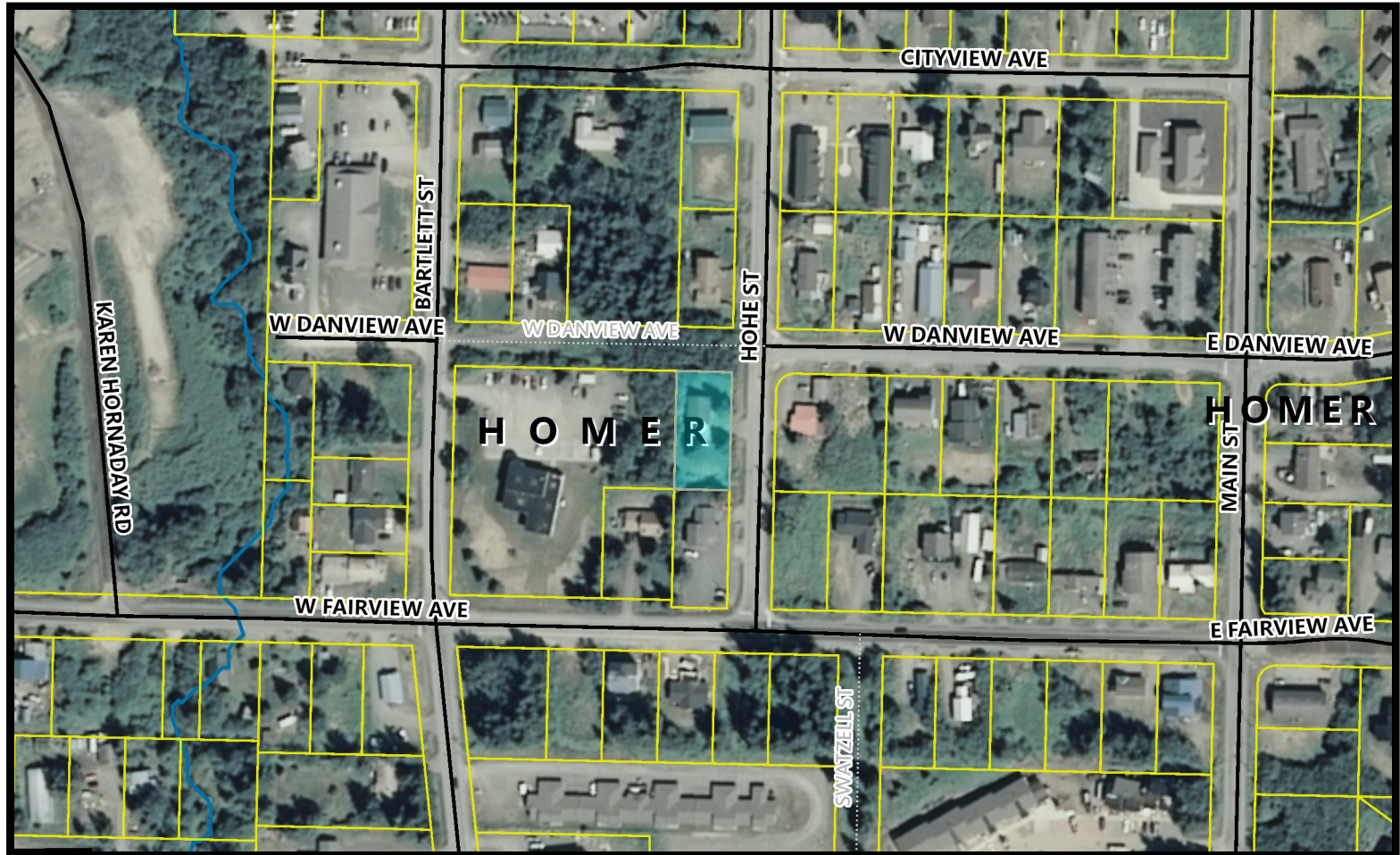
## PARCEL REPORT

12/23/2020 10:56

PARCEL ID: 17506205

Total Acreage:

0.28



### LEGAL DESCRIPTION:

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

### ALL PHYSICAL ADDRESSES ON THIS PARCEL:

4135 HOHE ST

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

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

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

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

### BUILDINGS ON THIS PARCEL:

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

### OWNERS:

**Name:**  
HUNTER MINDY

**Address:**  
4135 HOHE ST  
HOMER, AK 99603

**Name:**  
PULLMAN ERIK



## PARCEL REPORT

12/23/2020 10:56

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*Address:*

4135 HOHE ST  
HOMER, AK 99603

## PURCHASE AGREEMENT

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

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

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

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

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

### 1. PURCHASE PRICE

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

### 2. EXPIRATION OF OFFER

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

### 3. TITLE

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

### 4. ESCROW AND CLOSING COSTS

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

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

#### **5. CLOSING**

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

#### **6. POSSESSION**

Possession shall be delivered to KPB at time of recording.

#### **7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL**

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

#### **8. HAZARDOUS MATERIAL**

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

#### **9. ENTIRE AGREEMENT**

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

#### **10. BREACH REMEDY**

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

#### **11. MISCELLANEOUS**

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

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

KENAI PENINSULA BOROUGH:

SELLER:

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

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

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

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

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

#### NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

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

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



## NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
   ) ss.  
 THIRD JUDICIAL DISTRICT        )

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

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

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

## NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
   ) ss.  
 THIRD JUDICIAL DISTRICT        )

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

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

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

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

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

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

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

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

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

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

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

### **EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

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

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

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

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

ATTEST:

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

ATTEST:

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

APPROVED AS TO FORM:

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

ACKNOWLEDGMENTS

STATE OF ALASKA            )  
  )       ss.  
THIRD JUDICIAL DISTRICT )

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

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

STATE OF ALASKA            )  
  )       ss.  
THIRD JUDICIAL DISTRICT )

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

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

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

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-021**

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

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

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

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

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

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

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

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

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


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

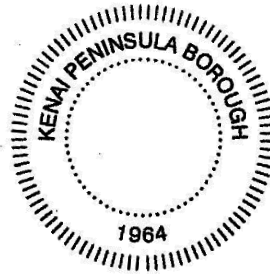


**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2020.**

ATTEST:

  
John Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



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

Introduced by: Mayor  
Date: 02/02/21  
Hearing: 02/16/21  
Action:  
Vote:

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

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

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

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

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

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

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

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

**WHEREAS,** at its regular meeting of February 10, 2020, the WESA board recommended \_\_\_\_\_ of this ordinance;

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

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

209	51710	40110	Regular Wages	\$	51,751
209	51710	40111	Special Pay		935

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

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

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

---

Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

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

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

**DATE:** January 21, 2021

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

---

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

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

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

Your consideration is appreciated.

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

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

## KENAI PENINSULA BOROUGH ORDINANCE 2020-31

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

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

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

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

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

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

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

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

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

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

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

**16.60.010. Established Boundaries**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Map Attached

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

**16.60.020. Board of Directors**

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

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

**16.60.090. Ambulance Billing**

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

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

**16.60.100. Mill Levy**

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

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

**PROPOSITION:**

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

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

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


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

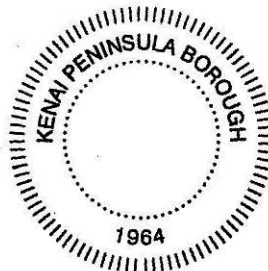
**SECTION 8.** That this ordinance shall also only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough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

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

ATTEST:

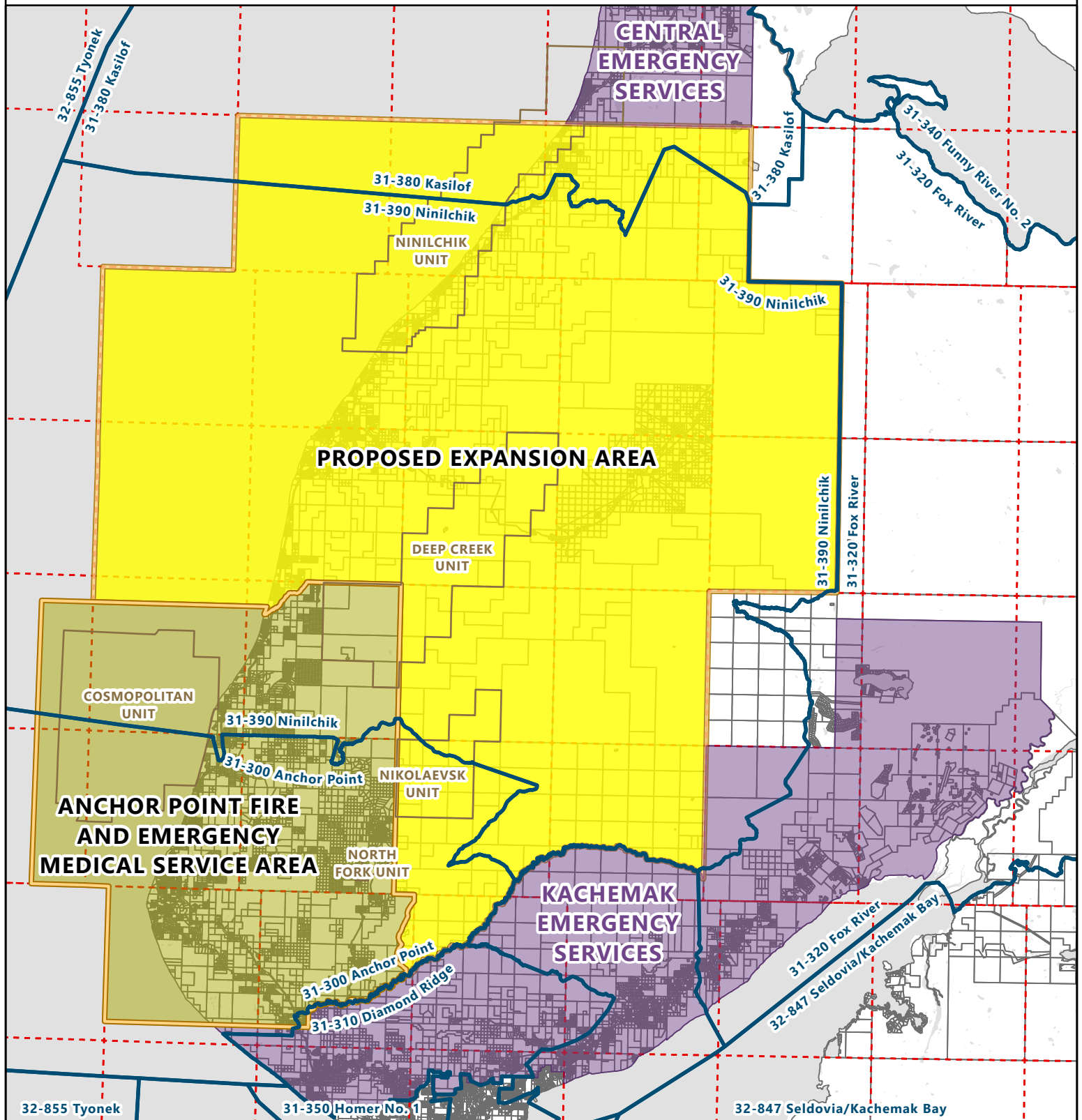
  
John Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



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

# PROPOSED ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA EXPANSION



**PROPOSED EXPANSION AREA**

**EXISTING FIRE AND EMERGENCY SERVICE AREAS**

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

**CENTRAL EMERGENCY SERVICES**

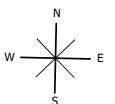
**KACHEMAK EMERGENCY SERVICES**

**VOTER PRECINCTS**

**OIL AND GAS UNITS**

**TOWNSHIP LINES**

**PARCELS**



0 5 Miles

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

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-49**

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

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

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

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

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

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

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

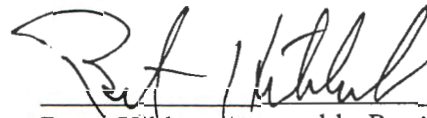
**SECTION 1.** That the Borough Mayor is authorized to execute any preliminary documents necessary for the borough to accept the transfer of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department from NES on behalf of the newly expanded service area called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

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

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

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

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



Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk

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

Introduced by:	Mayor
Date:	02/02/21
Hearing:	02/16/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-04**

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS,** the Planning Commission at its regularly scheduled meeting held on February 8, 2021, recommended \_\_\_\_\_;

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

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

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

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

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

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



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

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Brent Hibbert, Assembly President

ATTEST:

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Johani Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Legal Department

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### MEMORANDUM

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

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

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

**DATE:** February 4, 2021

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

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

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

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

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

- Insert a new eleventh whereas clause, as follows:

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

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

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➤ Amend Section 1, as follows:

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

➤ Amend Section 3, as follows:

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

Your consideration is appreciated.

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

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

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

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

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

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

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

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

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

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

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

2. Responsibilities of the Kenai Peninsula Borough.

None.

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

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

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

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

NINILCHIK EMERGENCY SERVICES (NES)

KENAI PENINSULA BOROUGH

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

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

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

Approved as to form and Legal  
Sufficiency

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

ATTEST:

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

## **CORPORATE ACKNOWLEDGMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

Notary Seal

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

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

Very Sincerely,

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

## KPB ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

[illegible]

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



Kenai Peninsula Borough  
Legal Department

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**MEMORANDUM**

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

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

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

**DATE:** January 21, 2021

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

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

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

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

Your consideration is appreciated.

**FINANCE DEPARTMENT  
ACCOUNT / FUNDS VERIFIED**

Acct. No. 209.51410.48620

Amount \$10.00

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

By: *Blt*

## **PURCHASE AGREEMENT**

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

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

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

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

and

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

hereinafter “the Property”; and

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

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



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

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

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

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

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

1. PURCHASE PRICE

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

2. TITLE

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

3. ESCROW AND CLOSING COSTS

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

4. CLOSING

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

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

5. POSSESSION

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

6. PERSONNEL

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

7. HAZARDOUS MATERIALS

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

8. RIGHT OF FIRST REFUSAL

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

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

#### 9. BREACH AND REMEDIES

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

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

#### 10. ENTIRE AGREEMENT

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

#### 11. NOTICES

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

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

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

## 12. MISCELLANEOUS

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

## 13. COUNTERPARTS

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

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

## NINILCHIK EMERGENCY SERVICES (NES)

KENAI PENINSULA BOROUGH

Katherine Covey, President

Charlie Pierce, Mayor

Catherine Laky, Secretary

ATTEST:

**Johni Blankenship, Borough Clerk**

Approved as to form and Legal Sufficiency

Patty Burley, Deputy Borough Atty.

## CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

(Notary Seal)

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

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

(Notary Seal)

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

## KPB ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

(Notary Seal)

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

**NES INVENTORY****LAND**

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

**VEHICLES**

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



## EQUIPMENT

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

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

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

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

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

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

## KENAI PENINSULA BOROUGH ORDINANCE 2020-31

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

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

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

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

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

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

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

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

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

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

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

**16.60.010. Established Boundaries**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Map Attached

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

**16.60.020. Board of Directors**

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

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

**16.60.090. Ambulance Billing**

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

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

**16.60.100. Mill Levy**

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

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

**PROPOSITION:**

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

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

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


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

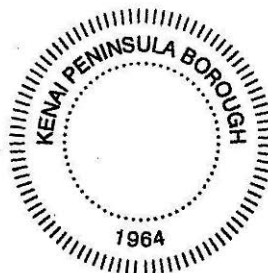
**SECTION 8.** That this ordinance shall also only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough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

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

ATTEST:

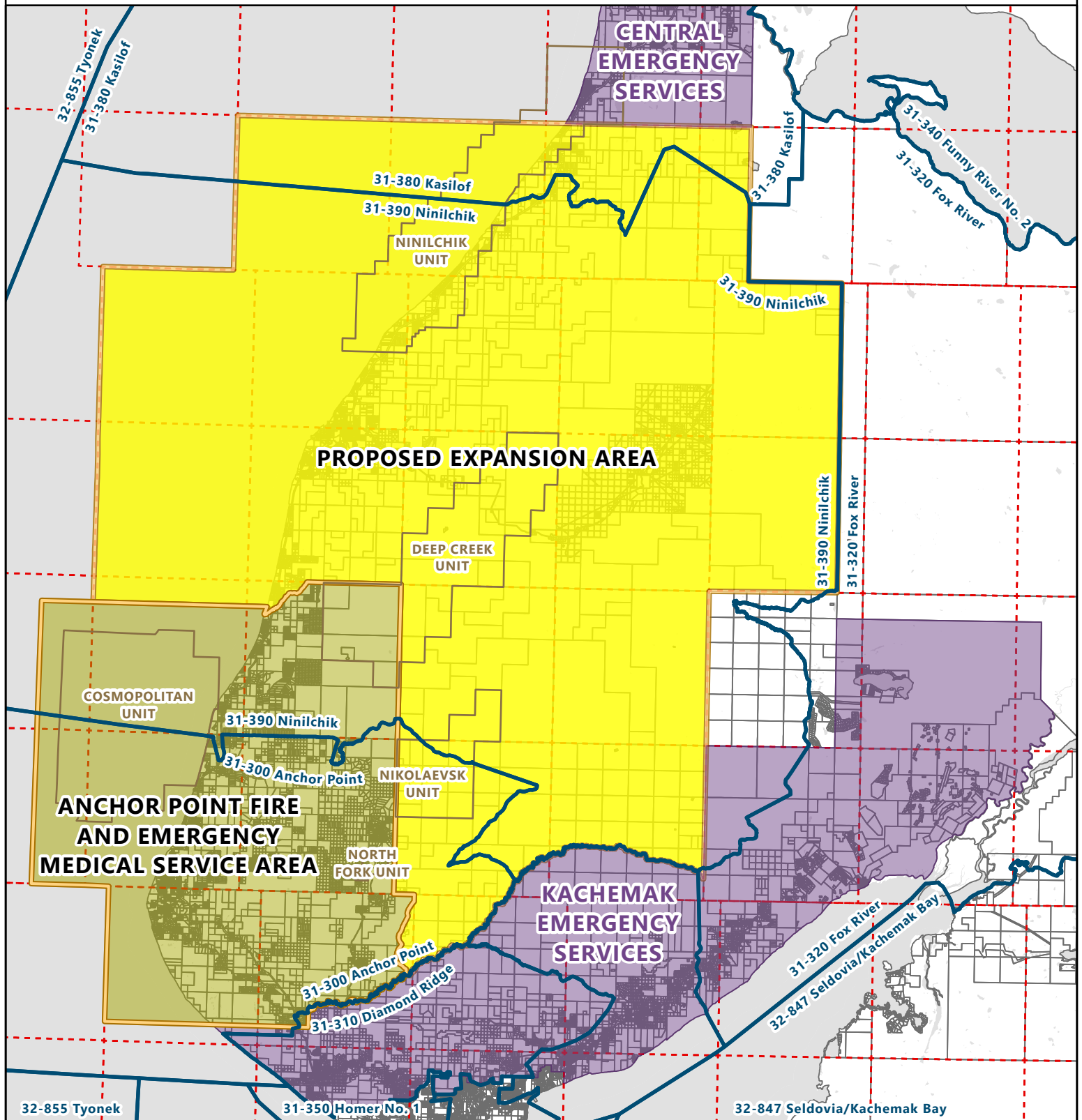
  
Johni Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



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

# PROPOSED ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA EXPANSION



 **PROPOSED EXPANSION AREA**

**EXISTING FIRE AND EMERGENCY SERVICE AREAS**

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

 **CENTRAL EMERGENCY SERVICES**

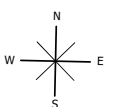
 **KACHEMAK EMERGENCY SERVICES**

 **VOTER PRECINCTS**

 **OIL AND GAS UNITS**

 **TOWNSHIP LINES**

 **PARCELS**



0 5 Miles

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

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-49**

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

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

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

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

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

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

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

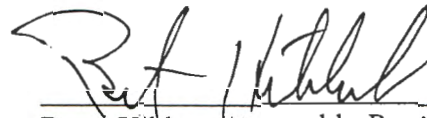
**SECTION 1.** That the Borough Mayor is authorized to execute any preliminary documents necessary for the borough to accept the transfer of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department from NES on behalf of the newly expanded service area called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

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

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

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

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



Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk

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



Introduced by: Mayor  
Date: 02/16/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-010**

**A RESOLUTION APPROVING ADDITIONAL POSITIONS IN THE CENTRAL  
EMERGENCY, NIKISKI FIRE, KACHEMAK EMERGENCY AND WESTERN  
EMERGENCY SERVICE AREAS USING EXISTING AVAILABLE FY21 FUNDS**

- WHEREAS,** Central Emergency Services, Nikiski Fire Service Area, and Kachemak Emergency Service Area have experienced an increase to their call volume and require additional assistance to meet the emergency response needs necessary to effectively support the residents of their respective service areas; and
- WHEREAS,** Western Emergency Service Area is scheduled to be established effective February 22, 2021, and has an immediate need to increase personnel to establish a workforce adequate to meet the emergency response needs for the residents of the Western Emergency Service Area; and
- WHEREAS,** at its meeting held on January 21, 2021, the Central Emergency Services Board recommended approval to increase the number of personnel assigned to the CES Fire Department to include three additional Fire Fighters and one Senior Captain for FY2022 and unanimously recommended to add the additional personnel in FY2021 using funds saved as a result of CARES, or through other available funding; and
- WHEREAS,** the Nikiski Emergency Service Area Board met on January 13, 2021, and recommended approval of this resolution increasing the number of personnel assigned to the Nikiski Fire Service Area Fire Department to include three additional Fire Fighters and one additional Assistant Chief for Training for FY2022 and unanimously recommended to add the additional personnel in FY2021 using funds saved as a result of CARES, or other available funding; and
- WHEREAS,** the Kachemak Emergency Service Area Board met on January 11, 2021 and recommended approval by unanimous consent of this resolution increasing the number of personnel assigned to the Kachemak Fire Service Area Fire Department to include two additional Fire Technicians for FY2022 and unanimously recommended to add the additional personnel in FY2021 using funds saved as a result of CARES, or other available funding; and
- WHEREAS,** the Western Emergency Service Area Board requested and \_\_\_\_\_ this resolution on February 10, 2021, to increase the number of personnel assigned to

the Western Emergency Service Area to include four additional Fire Fighters and one Assistant Chief for FY2021 and FY2022; and

**WHEREAS,** Central Emergency Service has \$1,234,879 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and the anticipated expense for additional personnel would be \$179,204; and

**WHEREAS,** Nikiski Fire Service has \$511,849 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and the anticipated expense for additional personnel would be \$185,257; and

**WHEREAS,** Kachemak Emergency Service has \$72,547 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and the anticipated expense for additional personnel would be \$69,245; and

**WHEREAS,** Western Emergency Service has \$86,384 funds available in the FY2021 operating budget due to the availability and use of CARES Relief funds and through Ordinance 20-19-18 \$111,778 is being appropriated from Western Emergency Service Area fund balance to support the anticipated expense for additional personnel of \$198,162; and

**WHEREAS,** KPB 3.04.100 and .115 require assembly approval of all classified and administrative positions either through the approved annual budget or by resolution, and approving them by resolution will enable the administration to fill these positions before the annual budget is approved; and

**WHEREAS,** each of the respective service area boards request immediate implementation of the increase of personnel using currently available FY 2021 funds;

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

**SECTION 1.** As requested by the Central Emergency Service Board, the Kenai Peninsula Borough Assembly approves three additional Firefighter positions and one additional Senior Captain position temporarily for FY2021, and authorizes the use of \$179,204 in available FY2021 funds to support this increase of personnel for the remainder of FY2021 and furthermore agrees to assess continuation of these positions for FY2022 to be presented by the Mayor as a part of the FY2022 budget.

**SECTION 2.** As requested by the Nikiski Emergency Service Area Board, the Kenai Peninsula Borough Assembly approves three additional Firefighter positions and one additional Assistant Chief for training position, temporarily for FY2021, and authorizes the use of \$185,257 in available FY2021 funds to support an increase of personnel for the remainder of FY2021 and furthermore agrees to assess continuation of these positions for FY2022 to be presented by the Mayor as a part of the FY2022 budget.

**SECTION 3.** As requested by the Kachemak Emergency Service Area Board, the Kenai Peninsula Borough Assembly approves two additional Firefighter technicians, temporarily for FY2021, and authorizes the use of \$69,245 in available FY2021 funds to support an increase of personnel for the remainder of FY2021 and furthermore agrees to assess continuation of these positions for FY2022 to be presented by the Mayor as a part of the FY2022 budget.

**SECTION 4.** As requested by the Western Emergency Service Area Board and the transition plan for the expanded service area the Kenai Peninsula Borough Assembly approves four additional Firefighter positions and one additional Assistant Chief for FY2021, and authorizes the use of \$198,162 in available FY2021 funds to support an increase of personnel for the remainder of FY2021.

**SECTION 5.** That this resolution shall take effect immediately upon its adoption.

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

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

## Kenai Peninsula Borough

### Human Resources

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#### MEMORANDUM

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

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

**FROM:** Kim Saner, Human Resources Director *KS*  
Roy Browning, Fire Chief, Central Emergency Services *RB*  
Bryan Crisp, Fire Chief, Nikiski Fire Service Area *JBC*  
Bob Cicciarella, Fire Chief, Kachemak Emergency Service Area *RWC*  
Jon Marsh, Fire Chief, Western Emergency Service Area *JM*

**DATE:** February 4, 2021

**SUBJECT:** Resolution 2021- 010, Approving Additional Positions in the Central Emergency, Nikiski Fire, Kachemak Emergency and Western Emergency Service Areas Using Existing Available FY21 Funds (Mayor)

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The Boards for the Fire Service Areas; Central Emergency Services, Nikiski Fire Service Area, and Kachemak Emergency Service Area (FSA's) have requested additional personnel to intensify support for their emergency response needs through an increase in personnel for FY2021 and FY2022. The requests are based upon a systemic surge in call runs and other emergency service needs. With the unexpected infusion of CARES funding to support COVID-19 related expenditures in FY2021 personnel costs, these FSA's have excess funding available in amounts that can permit the ability to increase the number of personnel in each of their departments for the remainder of FY2021. This number of personnel per department can be sustained into FY2022 if approved during the assembly budget meetings.

Western Emergency Service Area (WESA) is nearing completion of the transition in consolidating the Anchor Point and Ninilchik Fire Departments. As the transition culminates it is necessary to put in place the minimum staffing required to allow WESA to provide the services that are committed to under the consolidation agreement.

Page -2-  
 February 4, 2021  
 RE: R2021- 010

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KPB 3.04.100 and .115 require assembly approval of all classified and administrative positions either through the approved annual budget or by resolution. Approval of this resolution will allow the hiring process for all of the aforementioned FSA's to begin, with an intent to fill positions starting March 2021.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No. <u>211.51610.00000.40110</u>	<u>\$179,204</u>
Acct. No. <u>206.51110.00000.40110</u>	<u>\$185,257</u>
Acct. No. <u>212.51810.00000.40110</u>	<u>\$ 69,245</u>
Acct. No. <u>209.51410.00000.40110</u>	<u>\$ 86,384</u>
Acct. No. <u>209.51410.00000.40110</u>	<u>\$111,778*</u>
*Pending approval of Ordinance 2020-19-18	
By: <u>PP</u>	Date: <u>2/4/2021</u>

Introduced by:

Mayor

Date:

02/16/21

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-011**

**A RESOLUTION ACCEPTING EMERGENCY RESPONSE TRAINING MANIKIN  
EQUIPMENT FROM THE SOUTHERN REGION EMERGENCY MEDICAL  
SERVICES COUNCIL, INC. ON BEHALF OF NIKISKI FIRE SERVICE AREA**

**WHEREAS,** the Southern Region Emergency Medical Services Council, Inc. (“Southern Region”) awarded an equipment grant in the amount of \$13,485 to the Nikiski Fire Service Area (“Service Area”) to purchase a training manikin; and

**WHEREAS,** Southern Region will purchase the manikin using state funding sources to pay \$12,136.50; and

**WHEREAS,** the Service Area will provide \$1,348.50 local matching funds, which are currently available in the approved FY21 Service Area’s operating budget; and

**WHEREAS,** at its regularly scheduled meeting held on February 10, 2021, the Service Area board recommended \_\_\_\_\_ of this resolution; and

**WHEREAS,** it is in the best interest of the borough and the service area to accept the equipment grant;

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

**SECTION 1.** That the Mayor is authorized to accept the emergency response equipment valued at \$13,485 from the Southern Region Emergency Medical Services Council, Inc., on behalf of the Nikiski Fire Service Area.

**SECTION 2.** That matching funds in the amount of \$1,348.50 are available from account no. 206.51110.00000.48515.

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

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

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Brandi Harbaugh, Finance Director *BA*  
Bryan Crisp, Nikiski Fire Chief *JBC*

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

**DATE:** February 4, 2021

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

Southern Region Emergency Medical Services Council, Inc. ("Southern Region") is a nonprofit corporation that serves as a resource center for emergency medical response agencies located in low to moderate income, rural communities. Nikiski Fire Service Area (NFSA) submitted a "Code Blue Phase 20" revised application to purchase a training manikin. The revised application updated the original request for a Lucas Chest Compression unit because the service area purchased this unit prior to grant notification.

Southern Region approved NFSA's revised application for the equipment grant and will purchase the equipment on behalf of NFSA. NFSA is required to provide a local match of \$1,348.50. Funds are available in the service area's approved FY21 budget to meet the match requirement. This resolution is scheduled to go before the NFSA board on February 10, 2021. The recommendations of the board will be submitted to the assembly prior to the February 16<sup>th</sup> assembly meeting.

Chief Crisp will oversee grant requirements for equipment inventory and maintenance.

Attachment: SREMSC notification letter 01/22/21

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>206.51110.00000.48515</u>
Amount	<u>\$1,348.50</u>
By: <i>PP</i>	Date: <u>2/2/2021</u>





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

January 22, 2021

Brian Crisp, Chief  
Nikiski Fire Department  
PO Box 8508  
Nikiski, AK 99635

RE: Code Blue Phase 20

Dear Chief:

Your agency withdrew their original request for a Lucas Chest Compression that was approved from the Code Blue Phase 20 requests. In its place you requested to purchase an iSimulate Training Manikin. The request to replace this item with an iSimulate Training Manikin was approved by the Statewide Code Blue Steering Committee.

Below is the allocation of funding for your item:

Item	Status	Local Match	STATE	UNMET	Total
iSimulate Training Manikin	Approved	\$1,348.50	\$12,136.50		\$13,485.00

Please update your records with our new address if you have not already done so.

Thank you for all you do for EMS in Alaska. At Southern Region, we are working hard to support you in every way that we can.

Sincerely,

  
Michael M. Forcier, CEO

CC: Ryon Turley, Subarea Coordinator

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
02/16/21

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-016**

**A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR TO  
SUBMIT A BOND REIMBURSEMENT APPLICATION TO THE ALASKA  
DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT FOR THE  
APPROVAL OF ADDITIONAL PROJECTS IN THE BOND REIMBURSEMENT  
PROGRAM FOR BONDS SOLD IN 2014**

**WHEREAS**, the assembly included Proposition No. 2 for the school projects on the ballot which passed by the majority of voters during the October 1, 2013 election; and

**WHEREAS**, the school roofs identified in the Project Agreement are now complete or are in the warranty period; and

**WHEREAS**, the assembly authorized the mayor to submit a bond reimbursement application to the State of Alaska Department of Education and Early Development (“DEED”) for the approval of the Redoubt Elementary Roof project in 2019; and

**WHEREAS**, the DEED approved and the Redoubt Elementary Roof in the Project Agreement is now complete and is in the warranty period; and

**WHEREAS**, upon completion of the projects, any unexpended bond proceeds, including interest income generated through investment of the bond funds, may be used to fund any other educational capital improvement projects chosen by the borough and approved by DEED; and

**WHEREAS**, the Kenai Peninsula Borough School District’s FY2020 six-year plan includes the Homer High School Roof Replacement Project Phase I (“Project”); and

**WHEREAS**, this Project is eligible under the Debt Funding Categories per AS 14.11.100 (j)(4) of the Bond Reimbursement program; and

**WHEREAS**, as DEED now requires the submission of separate applications for project approval;

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

**SECTION 1.** The mayor is authorized to submit a Bond Reimbursement Application to the DEED for the approval of the Homer High School Roof Replacement Project Phase I project.

**SECTION 2.** Approval of the Kenai Peninsula Borough Assembly is required to authorize and execute subsequent Project Agreements and subsequent amendments to said agreement to provide for adjustments to the project within the scope of services, based on the needs of the project. The Mayor is authorized to negotiate, execute and submit any and all documents required for continued participation in the Bond Reimbursement Program including managing projects authorized by DEED as part of the Bond Reimbursement Program.

**SECTION 3.** That this resolution takes effect immediately upon its adoption.

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

---

Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

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

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

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

**DATE:** February 4, 2021

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

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Pursuant to the passage of Ordinance 2013-28 on August 6, 2013, the assembly included Proposition No. 2 for Educational Capital Improvements on the ballot, which passed by the majority of voters during the October 1, 2013 election. On October 8, 2013, the assembly approved Resolution 2013-071 providing for the issuance and sale of general obligation bonds that included roof replacements at ten schools. The bonds were appropriated in Ordinance 2013-19-22 on December 3, 2013. On February 3, 2014 the project agreement for the Roof Replacement – 10 Schools was signed between the State of Alaska and the Kenai Peninsula Borough School District.

Included in the language of Ordinance 2013-28, at the end of section one, is "upon completion of the projects, any unexpended bond proceeds, including interest income generated through investment of the bond funds, may be used to fund any other educational capital improvement projects chosen by the borough and approved by the State of Alaska Department of Education and Early Development ("DEED").

In April 2019 the assembly authorized the Mayor to submit a bond reimbursement application that was approved by DEED for the approval of Redoubt Elementary Roof project in 2019. The Redoubt Roof Project is now complete and this resolution authorizes the borough mayor to submit a bond reimbursement

Page -2-  
February 4, 2021  
Re: R2021- 016

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application to DEED for the approval of Homer High School Roof Phase I Project.

The Kenai Peninsula Borough School District's six-year plan (Ranking) for projects eligible under the debt funding categories per AS 14.11.100(j)(4) of the Bond Reimbursement Program shows that Homer High School (#3) is the next facility in the borough requiring roof replacement. Remaining funds are inadequate to address the entire roof at Homer High School but available funds are adequate to complete Phase I of the roof replacement at Homer High School.

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

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

**AN ORDINANCE ACCEPTING AND APPROPRIATING FUNDING FROM THE  
STATE OF ALASKA IN THE AMOUNT OF \$426,303 FOR FISCAL YEAR 2021 AND  
APPROVING PROJECTS TO BE COMPLETED FOR COMMUNITY PURPOSES  
UNDER THE STATE’S 2019/2020 AND 2020/2021 COMMUNITY ASSISTANCE  
PROGRAMS**

- WHEREAS,** the Alaska State Legislature has provided funding to municipalities and unincorporated communities through the Community Assistance Program (“Program”); and
- WHEREAS,** AS 29.60.865 requires the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Program eligibility criteria established under AS 29.60.865; and
- WHEREAS,** through enactment of KPB Resolution 2020-018, the borough assembly certified that 27 unincorporated communities within the Kenai Peninsula Borough are eligible for participation in the state’s Program; and
- WHEREAS,** funds in the amount of \$426,303 have been received from the Alaska Department of Commerce, Community and Economic Development for the benefit of the 27 unincorporated communities; and
- WHEREAS,** pursuant to KPB Resolution 2013-022, a fee of 2.0 percent of the grant amount will be charged against the grant to cover general administrative costs; and
- WHEREAS,** the \$426,303, less administrative costs, is to be distributed evenly among the 27 unincorporated communities within the borough, or may be expended by the borough on behalf of the community; and
- WHEREAS,** the CAP program allows funds to be used for any public purpose at the discretion of the local governing body and as allowed by state statutes and borough code; and
- WHEREAS,** it is in the best interest of the borough and the 27 unincorporated communities to accept these state funds to help defray costs of providing services and programs to their residents; and

**WHEREAS,** the assembly approved acceptance of fiscal year 2020 Program funds and appropriated \$426,303 to a project contingency account through enactment of KPB Ordinance 2019-19-12; and

**WHEREAS,** the non-profit corporations or tribal entities representing the communities of Hope, Nanwalek and Razdolna deferred fiscal year 2020 awards to be combined with fiscal year 2021 to fund community projects; and

**WHEREAS,** it is in the best interest of the borough and the communities of Hope, Nanwalek and Razdolna to approved their proposed projects to be completed using the approved fiscal years 2020 and 2021 allocations; and

**WHEREAS,** the coronavirus virus pandemic created challenges for communities to create safe meeting locations that could ensure limited group interaction and physical separation; and

**WHEREAS,** it is in the best interest of the borough to approve the fiscal year 2020 non-profit or tribal entities, projects and award amounts as authorized in Resolution 2019-064 to ensure that the fiscal year 2021 Program funds are used for public purpose;

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

**SECTION 1.** That the mayor is authorized to accept \$426,303 from the State of Alaska for distribution to eligible communities or for expenditure by the borough on the community's behalf.

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

**SECTION 3.** That state funds in the amount of \$426,303 are appropriated to account 271.94910.21CAP.49999 contract services for fiscal year 2021.

**SECTION 4.** That the mayor is authorized to enter into grant agreements and any other documents necessary with tribal or nonprofit organizations on behalf of the qualified unincorporated communities for public projects that benefit the community as identified in the following chart for fiscal year 2021:

<b>FY2020/2021 Community Assistance Program - Recipients and Projects</b>			
<b>Community</b>	<b>Recipient</b>	<b>Project</b>	<b>Amount</b>
Anchor Point	Anchor Point Food Pantry	Office equipment / transportation	\$5,159.81
	Anchor Point Public Library	General operations	\$5,159.80
	Anchor Point Senior Citizens, Inc.	Office and surveillance equipment	\$5,159.80

Bear Creek	Bear Creek Volunteer Fire & EMS	Preparedness & Education	\$15,479.41
Clam Gulch	Caribou Hills Cabin Hoppers	Parking lot and trail improvements	\$15,479.41
Cohoe	Kasilof Public Library	Personnel costs	\$7,739.70
	Boys & Girls Club of Kenai Peninsula	Personnel costs	\$7,739.71
Cooper Landing	Cooper Landing Community Club, Inc.	Community projects	\$15,479.41
Crown Point	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Diamond Ridge	Kachemak Ski Club, Inc.	General operations	\$4,739.71
	Homer Cycling Club	Trail grooming equipment	\$4,739.70
	Kachemak Nordic Ski Club, Inc.	Trail improvements	\$3,000
	Snomads, Inc.	Trails maintenance	\$3,000
Fritz Creek	Kachemak Nordic Ski Club, Inc.	Trail improvements/equipment	\$7,739.70
	Snomads, Inc.	Trails maintenance	\$7,739.71
Funny River	Funny River Chamber of Commerce and Community Association	General operations	\$15,479.41
Hope	Hope, Inc.	Support community services and programs	\$15,479.41
Kachemak Selo	Village of Kachemak Selo Water Co., Inc.	Village roads lighting	\$15,479.41
Kalifornsky Beach	Love, Inc.	Breakfast program at K-Beach El	\$3,869.85
	Tsalteshi Trails Association, Inc.	Trail maintenance	\$3,869.85
	Bridges Community Resource Network, Inc. on behalf of Peninsula Spay/Neuter Fund	Area Spay/Neuter campaign	\$3,869.86
	Kenai Peninsula Food Bank, Inc.	Food provisions	\$3,869.85
Kasilof	Kasilof-Cohoe Cemetery Assoc.	General operations	\$7,739.70
	Kasilof Regional Historical Assoc.	General operations	\$7,739.71
Lowell Point	Lowell Point Community Council, Inc.	General operations	\$15,479.41
Moose Pass	Moose Pass Chamber of Commerce	Tourism and economic development	\$15,479.41
Nanwalek	Native Village of Nanwalek	General operations	\$15,479.41
Nikiski	Nikiski Senior Citizens, Inc.	Meal programs	\$7,739.71
	North Peninsula Community Council, Inc.	Community park project	\$7,739.70
Ninilchik	Ninilchik Senior Citizens, Inc.	Van transportation costs	\$4,524.81
	Ninilchik Community Library	General operations	\$4,524.81
	Kenai Peninsula Fair Association	General operations	\$4,524.81



	Bridges Community Resource Network, Inc. on behalf of Ninilchik Saturday Lunch Program	Student meals	\$1,904.98
Nikolaevsk	Nikolaevsk, Inc.	General operations	\$15,479.41
Port Graham	Port Graham Village Council	Safety facility expenses	\$15,479.41
Primrose	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Razdolna	Village of Razdolna, Inc.	General operations	\$15,479.41
Salamatof	AK Children's Institute for the Performing Arts, Inc.	General operations	\$15,479.41
Seldovia Village	Seldovia Village Tribe	Fire station expenses	\$15,479.41
Sterling	Sterling Community Club	General operations	\$5,159.80
	Rural Alaska Community Action Program, Inc. dba Sterling Head Start	General operations	\$5,159.81
	Sterling Area Senior Citizens	General operations	\$5,159.80
Tyonek	Boys & Girls Clubs of Southcentral Alaska	Elder and youth program	\$15,479.41
Voznesenka	Voznesenka Community Council, Inc.	General operations	\$15,479.41

**SECTION 5.** That state funds in the amount of \$46,438.23 in account 271.94910.20CAP.49999 contract services are approved for fiscal year 2020 projects in Hope, Nanwalek and Razdolna.

**SECTION 6.** That the mayor is authorized to enter into grant agreements and any other documents necessary with tribal or nonprofit organizations on behalf of the qualified unincorporated communities for public projects that benefit the community as identified in the following chart for fiscal year 2020:

FY2019/2020 Community Assistance Program - Recipients and Projects			
Community	Recipient	Project	Amount
Hope	Hope, Inc.	Support community services and programs	\$15,479.41
Nanwalek	Native Village of Nanwalek	General operations	\$15,479.41
Razdolna	Village of Razdolna, Inc.	General operations	\$15,479.41

**SECTION 7.** That each eligible non-profit or tribal entity, representing an unincorporated community, shall enter into a grant agreement with the borough prior to receipt of any community assistance program funds.

**SECTION 8.** That due to the length and nature of this project, a community shall forfeit any remaining grant distribution at the end of two consecutive fiscal years if the community has not fulfilled the intent and purpose of its grant agreement to be reappropriated by the assembly.

**SECTION 9.** This ordinance shall become effective immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2020.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

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

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

**DATE:** February 4, 2021

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

The Alaska Department of Commerce, Community and Economic Development (DCCED) annually releases pass-through funds under the Community Assistance Program from the borough to the qualified 27 unincorporated communities, which is based upon the state's approved fiscal year budget (Program). The Program provides \$15,479.41 to support services and/or projects for a public purpose (\$15,789 less 2.0 percent administrative costs pursuant to KPB Resolution 2013-022). DCCED has indicated that funds may be used for public purposes at the discretion of the local governing body and as allowed by state law and borough code.

This ordinance recognizes three actions: (1) accepting and appropriating the fiscal year 2021 allocation; (2) supports the solution to distribute the fiscal year 2021 funds to the current nonprofits or tribal entities that have a proven history of providing Program services or projects to their respective communities based upon last year's allocations because trying to conduct meetings during the coronavirus pandemic was not an option for a majority of the communities; and, (3) approves the distribution of fiscal years 2020 and 2021 awards to Hope, Nanwalek and Razdolna, which needed to defer and combine award years.

The Community & Fiscal Projects Manager shall oversee the Program.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No. <u>271-94910-20CAP-49999</u>	- \$ <u>46,438.23</u>
Acct. No. <u>271-94910-21CAP-49999</u>	- \$ <u>426,303.00</u>
By: <u><i>PP</i></u>	Date: <u>2/1/2021</u>
FY20 funds have been received FY21 funds have not been received	



THE STATE  
of ALASKA  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

Division of Community and Regional Affairs  
Juneau

P.O. Box 110809  
Juneau, AK 99811-0809  
Main: 907.465.5647  
Toll free: 877.769.4539  
Fax: 907.465.4761

Received 01/04/21

December 30, 2020

Mr. Charlie Pierce, Mayor  
Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna, AK 99669

RE: Fiscal Year 2021 Community Assistance Program Payments

Dear Mr. Pierce:

As you are aware the FY21 Community Assistance Program(CAP) application deadline was extended until November 15, 2020, due to the COVID-19 health emergency disaster. This delayed the CAP payments calculation. The CAP fund balance as of June 30<sup>th</sup> supported the base payments and these were distributed to municipalities and communities meeting all program requirements.

We have now finalized the FY21 CAP payments to include the base and per capita amounts. The municipality/community's total CAP payment is \$739,195.86, this includes a base payment of \$300,000.00 and a per capita amount of \$12,892.86.

For the unincorporated community inside a borough only a base payment is made. The FY21 payment is \$15,789.

If a municipality/community has met all requirements and has received the base payment, the per capita payments will be distributed beginning January 4, 2021. If a municipality/community has not yet provided the require documentation, the total FY21 CAP payment will be dispersed upon submittal.

If you have any questions or concerns, you may contact me by phone at (907) 465-5647 or via email: [jeanine.mason@alaska.gov](mailto:jeanine.mason@alaska.gov).

Regards,

A handwritten signature in blue ink that reads "Jeanine Mason".

Jean Mason  
Grants Administrator II

Introduced by:	Mayor
Date:	11/10/20
Hearing:	12/01/20
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-12**

**AN ORDINANCE TRANSFERRING REMAINING PLANT REPLACEMENT  
EXPANSION FUNDS FROM THE SOUTH PENINSULA HOSPITAL SERVICE AREA  
SPECIAL REVENUE FUND TO THE SOUTH PENINSULA HOSPITAL CAPITAL  
PROJECT FUND**

**WHEREAS,** prior to fiscal year 2004, the Plant Replacement and Expansion Funds (“PREF”) for each hospital were maintained in each of the previous Enterprise Funds respectively; and

**WHEREAS,** in fiscal year 2004, PREF deposits were posted directly to the capital project funds in order to make the appropriation process simpler and more efficient; and

**WHEREAS,** this ordinance moves the remaining PREF funds from the South Peninsula Hospital Special Revenue Fund to the South Peninsula Hospital Capital Project Fund to be adjoined with the existing PREF funds and to have all PREF funds accounted for in one account;

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

**SECTION 1.** That funds in the amount of \$324.45 are transferred from the South Peninsula Hospital Special Revenue Fund Plant Replacement and Expansion Fund account 601.20601 and appropriated to the South Peninsula Hospital Capital Project Fund Plant Replacement and Expansion Fund account 491.20601.

**SECTION 2.** This ordinance takes effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST  
DAY OF DECEMBER, 2020.

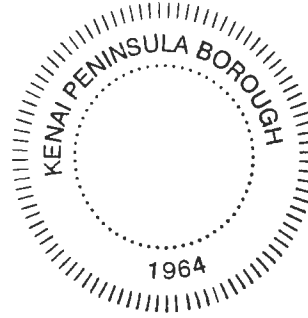


Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



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

Introduced by:	Mayor
Date:	03/17/20
Action:	Adopted
Vote:	8 Yes, 0 No, 0 Absent, 1 Abstained

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-018**

**A RESOLUTION APPROVING TWENTY-SEVEN UNINCORPORATED  
COMMUNITIES FOR PARTICIPATION IN THE STATE’S FISCAL YEAR 2021  
COMMUNITY ASSISTANCE PROGRAM**

**WHEREAS,** the Community Assistance Program (“CAP”) as governed by AS 29.60.865 and 3 AAC 180.010 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the CAP eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

**WHEREAS,** AS 29.60.865 requires the unincorporated community to have either a native village council or incorporated nonprofit entity within its boundaries that will agree to receive and spend the CAP payment for the public benefit of the unincorporated community; and

**WHEREAS,** AS 29.60.865(a) requires eligible native village councils must be willing to waive immunity from suit for claims arising out of activities of the council related to the payment; and

**WHEREAS,** AS 29.60.865(c) requires that at least three of the following services be available to all residents of the unincorporated community: fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue, and that each of the three services, in any combination, be provided by one or more qualifying incorporated nonprofit entity or a native village council, or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough; and

**WHEREAS,** AS 29.60.879(1) requires the unincorporated community to have 25 or more residents residing as a social unit as defined under 3 AAC 180.110;

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

**SECTION 1.** That the assembly hereby determines that the following 27 unincorporated communities and their respective native village council or incorporated nonprofit entity are eligible for funding under the state’s fiscal year 2021 Community Assistance Program:



<b><u>Unincorporated Community</u></b>	<b><u>Possible Community Recipient</u></b>
Anchor Point	Anchor Point Cemetery Anchor Point Chamber of Commerce Anchor Point Safewater Corporation Anchor Point Public Library Anchor Point Senior Citizens Anchor Point Volunteer Fire & EMS Kachemak Gun Club Snomads, Inc.
Bear Creek	Bear Creek Volunteer Fire & EMS
Clam Gulch	Caribou Hills Cabin Hoppers
Cohoe	Kasilof Community Library (located in Cohoe) Boys & Girls Club of the Kenai Peninsula
Cooper Landing	Cooper Landing Community Club
Crown Point	Moose Pass Volunteer Fire Co. (Crown Point Unit)
Diamond Ridge	Kachemak Emergency Services Members Association Kachemak Nordic Ski Club Kachemak Ski Club Snomads, Inc.
Fritz Creek	Kachemak Emergency Services Members Association Kachemak Nordic Ski Club McNeil Canyon Elementary School Community Council, Inc. Snomads, Inc.
Funny River	Funny River Chamber of Commerce
Hope	Hope, Inc.
Kachemak Selo Village	Village of Kachemak Selo Water Co., Inc.
Kalifornsky	Cook Inlet Aquaculture Association Kenai Peninsula Food Bank Love, Inc. Peninsula Spay/Neuter Fund Tsalteshi Trails Association
Kasilof	Kasilof Regional Historical Association Kasilof-Cohoe Cemetery Assoc.
Lowell Point	Lowell Point Community Council
Moose Pass	Moose Pass Volunteer Fire Co. Moose Pass Chamber of Commerce & Visitor Bureau Moose Pass Sportsmen's Club
Nanwalek	Nanwalek IRA Council Project GRAD Chugachmiut, Inc.
Nikiski	North Peninsula Community Council Nikiski Senior Citizens, Inc.
Nikolaevsk	Nikolaevsk, Inc.
Ninilchik	Kenai Peninsula Fair Association Ninilchik Emergency Services Ninilchik Community Library



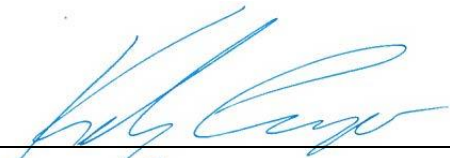
	Ninilchik Senior Citizens
	Ninilchik Chamber of Commerce
Primrose	Moose Pass Volunteer Fire Co. (Primrose Unit)
Port Graham	Port Graham Village Council
Razdolna Village	Village of Razdolna, Inc.
Salamatof	Alaska Children's Institute of the Performing Arts
Seldovia Village	Seldovia Village Tribe
Sterling	Sterling Community Club
	Sterling Area Senior Citizens
	Sterling RuralCAP Headstart Program
Tyonek	Boys & Girls Clubs of Southcentral Alaska
Voznesenka Village	Voznesenka Community Council, Inc.
	Project GRAD

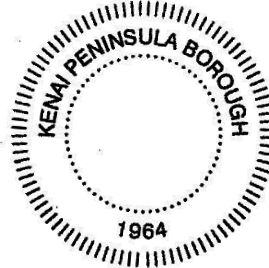
**SECTION 2.** This resolution shall become effective immediately upon its adoption.

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

ATTEST:

  
Johni Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



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

Introduced by:	Mayor
Date:	03/19/13
Action:	Adopted
Vote:	6 Yes, 0 No, 3 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-022**

**A RESOLUTION MAKING CHANGES TO THE BOROUGH'S COST ALLOCATION  
PLAN FOR CAPITAL PROJECTS**

**WHEREAS,** Resolution 2006-036 established a cost allocation plan using an indirect rate that charge service areas, grants and capital projects a fee for intergovernmental services that were provided by the borough's General Fund; and

**WHEREAS,** the services provided include, but are not limited to: processing of payroll, purchasing, accounts payable, cash receipts, cash disbursements, cash management, grant management, real and personal property valuation, tax billing and collection, miscellaneous billing and collection, legal services, and computer support services; and

**WHEREAS,** the assembly in FY10 eliminated the charge to service areas and the current indirect rate being charged to grants and capital projects is 3.04 percent; and

**WHEREAS,** for large capital projects and capital equipment purchases, the rate being charged can generate cost recovery in excess of the costs that were incurred; and

**WHEREAS,** allowing a reduced indirect rate on capital projects and capital equipment is more reflective of the time and cost incurred for these projects;

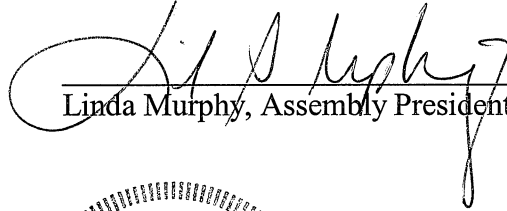
**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

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

**SECTION 2.** The indirect rate for capital equipment purchases less than \$500,000 shall be 1 percent of the project budget and the indirect rate for capital equipment purchases \$500,000 or greater shall be 0.5 percent.

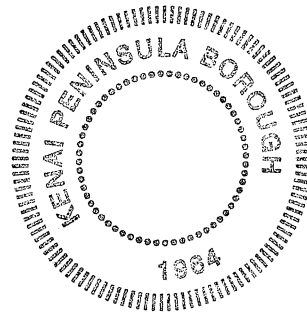
**SECTION 3.** That this resolution takes effect retroactive to January 1, 2013.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF MARCH, 2013.**

  
Linda Murphy, Assembly President

ATTEST:

  
John Blankenship, MMC, Borough Clerk



Yes: Haggerty, Johnson, Pierce, Smith, Wolf, Smalley  
No: None  
Absent: McClure, Murphy, Tauriainen

Introduced by:	Mayor
Date:	12/03/19
Action:	Adopted
Vote:	8 Yes, 0 No, 0 Absent, 1 Abstention

**KENAI PENINSULA BOROUGH  
RESOLUTION 2019-064**

**A RESOLUTION AUTHORIZING COMMUNITY ASSISTANCE PROGRAM  
EXPENDITURES FOR UNINCORPORATED COMMUNITIES**

**WHEREAS,** the Alaska State Legislature has provided funding to municipalities and unincorporated communities through the Community Assistance Program (“Program”); and

**WHEREAS,** AS 29.60.865 and 3 AAC 180.070 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Program eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

**WHEREAS,** the assembly approved the list of 27 unincorporated communities within the Kenai Peninsula Borough that are eligible for participation in the state’s fiscal year 2019 Program by way of resolution 2019-019; and

**WHEREAS,** public community meetings were held throughout the borough as well as direct mail and electronic communications to provide Program information to community residents and eligible nonprofit or tribal entities; and

**WHEREAS,** the assembly approved acceptance of Program funds and appropriated \$426,303 to a project contingency account through enactment of KPB Ordinance 2019-19-12; and

**WHEREAS,** the Program allows funds to be used for any public purpose at the discretion of the local governing body and as allowed by state statutes and borough code; and

**WHEREAS,** the non-profit corporations or tribal entities representing the communities of Anchor Point, Bear Creek, Clam Gulch, Cohoe, Cooper Landing, Crown Point, Diamond Ridge, Fritz Creek, Funny River, Kachemak Selo, Kalifornsky Beach, Kasilof, Lowell Point, Moose Pass, Nikiski, Nikolaevsk, Ninilchik, Port Graham, Primrose, Salamatof, Seldovia, Sterling, Voznesenka and Tyonek have submitted grant requests to fund community projects; and

**WHEREAS,** it is in the best interest of the borough and the communities to approve the proposed projects and to distribute community assistance funds to eligible non-profit or tribal entities;

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

**SECTION 1.** That the mayor is authorized to enter into grant agreements and any other documents necessary with tribal or nonprofit organizations on behalf of the qualified unincorporated communities for public projects that benefit the community as identified in the following chart:

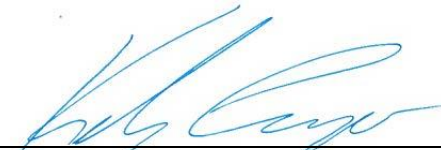
<b>FY19 Community Assistance Program - Recipients and Projects</b>			
<b>Community</b>	<b>Recipient</b>	<b>Project</b>	<b>Amount</b>
Anchor Point	Anchor Point Food Pantry	Office equipment / transportation	\$5,159.81
	Anchor Point Public Library	General operations	\$5,159.80
	Anchor Point Senior Citizens, Inc.	Office and surveillance equipment	\$5,159.80
Bear Creek	Bear Creek Volunteer Fire & EMS	Preparedness & Education	\$15,479.41
Clam Gulch	Caribou Hills Cabin Hoppers	Parking lot and trail improvements	\$15,479.41
Cohoe	Kasilof Public Library	Personnel costs	\$7,739.70
	Boys & Girls Club of Kenai Peninsula	Personnel costs	\$7,739.71
Cooper Landing	Cooper Landing Community Club, Inc.	Community projects	\$15,479.41
Crown Point	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Diamond Ridge	Kachemak Ski Club, Inc.	General operations	\$4,739.71
	Homer Cycling Club	Trail grooming equipment	\$4,739.70
	Kachemak Nordic Ski Club, Inc.	Trail improvements	\$3,000
	Snomads, Inc.	Trails maintenance	\$3,000
Fritz Creek	Kachemak Nordic Ski Club, Inc.	Trail improvements/equipment	\$7,739.70
	Snomads, Inc.	Trails maintenance	\$7,739.71
Funny River	Funny River Chamber of Commerce and Community Association	General operations	\$15,479.41
Kachemak Selo	Village of Kachemak Selo Water Co., Inc.	Village roads lighting	\$15,479.41
Kalifornsky Beach	Love, Inc.	Breakfast program at K-Beach El	\$3,869.85
	Tsalteshi Trails Association, Inc.	Trail maintenance	\$3,869.85
	Bridges Community Resource Network, Inc. on behalf of Peninsula Spay/Neuter Fund	Area Spay/Neuter campaign	\$3,869.86
	Kenai Peninsula Food Bank, Inc.	Food provisions	\$3,869.85

<b>FY19 Community Assistance Program - Recipients and Projects</b>			
<b>Community</b>	<b>Recipient</b>	<b>Project</b>	<b>Amount</b>
Kasilof	Kasilof-Cohoe Cemetery Assoc.	General operations	\$7,739.70
	Kasilof Regional Historical Assoc.	General operations	\$7,739.71
Lowell Point	Lowell Point Community Council, Inc.	General operations	\$15,479.41
Moose Pass	Moose Pass Chamber of Commerce	Tourism and economic development	\$15,479.41
Nikiski	Nikiski Senior Citizens, Inc.	Meal programs	\$7,739.71
	North Peninsula Community Council, Inc.	Community park project	\$7,739.70
Ninilchik	Ninilchik Senior Citizens, Inc.	Van transportation costs	\$3,619.85
	Ninilchik Community Library	General operations	\$3,619.85
	Ninilchik Emergency Services	General operations	\$3,619.85
	Kenai Peninsula Fair Association	General operations	\$3,619.85
	Bridges Community Resource Network, Inc. on behalf of Ninilchik Saturday Lunch Program	Student meals	\$1,000.01
Nikolaevsk	Nikolaevsk, Inc.	General operations	\$15,479.41
Port Graham	Port Graham Village Council	Safety facility expenses	\$15,479.41
Primrose	Moose Pass Volunteer Fire Company	General operations	\$15,479.41
Salamatof	AK Children's Institute for the Performing Arts, Inc.	General operations	\$15,479.41
Seldovia Village	Seldovia Village Tribe	Fire station expenses	\$15,479.41
Sterling	Sterling Community Club	General operations	\$5,159.80
	Rural Alaska Community Action Program, Inc. dba Sterling Head Start	General operations	\$5,159.81
	Sterling Area Senior Citizens	General operations	\$5,159.80
Tyonek	Boys & Girls Clubs of Southcentral Alaska	Elder and youth program	\$15,479.41
Voznesenka	Voznesenka Community Council, Inc.	General operations	\$15,479.41


**SECTION 2.** That each eligible non-profit or tribal entity, representing an unincorporated community, shall enter into a grant agreement with the borough prior to receipt of any community assistance program funds.

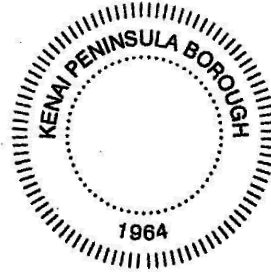
**SECTION 3.** This resolution shall become effective immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF DECEMBER, 2019.**

  
\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

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



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

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-20**

**AN ORDINANCE APPROPRIATING \$63,791.65 FROM THE EQUIPMENT  
REPLACEMENT FUND FOR IMAGERY ACQUISITION AND APPROVING A SOLE  
SOURCE AWARD TO EAGLEVIEW™ FOR THE PURCHASE AND  
IMPLEMENTATION OF PICTOMETRY IMAGERY**

- WHEREAS,** aerial imagery serves a multitude of purposes for general government, public safety, and a wide variety of public uses and businesses cases; and
- WHEREAS,** the most recent general capture of imagery was in 2012/13 for the western Kenai Peninsula; and
- WHEREAS,** in conjunction with CARES funding and pursuant to Resolution 2020-51, the KPB Assessing Department was able to acquire and integrate a form of imagery known as pictometry to provide remote assessments while limiting the risk of COVID19 exposure along the eastern peninsula, which translates into savings on personnel costs and worker safety; and
- WHEREAS,** pursuant to Resolution 2003-008 the Assessing Department has established a rotating geographical 5-year canvassing schedule which can best be implemented by a corresponding pictometry imagery acquisition schedule; and
- WHEREAS,** a quote has been secured from EagleView™ for scheduled pictometry imagery acquisition to update imagery along the western Kenai Peninsula and to match the annual assessing canvassing schedule through 2024; and
- WHEREAS,** the quote to capture the western Kenai Peninsula, meeting assessing canvassing method specifications for 2021, is \$338,791.65; and
- WHEREAS,** in FY21 the GIS Division budgeted \$250,000 through the equipment replacement fund for imagery acquisition for general imagery acquisition to update the borough's imagery data resources; and
- WHEREAS,** an additional \$25,000 is available to this project in the equipment replacement due to other borough projects being under budget; and
- WHEREAS,** an appropriation from the equipment replacement fund in the amount of \$63,791.65 would enable this project to proceed meeting coordinated objectives; and



**WHEREAS,** EagleView™ Pictometry is the only oblique imagery product that will integrate with the Thomson Reuters Pro Val CAMA that the Assessing Department uses for property valuation; and

**WHEREAS,** KPB 5.28.280(B) requires assembly approval of purchases without competition costing more than \$40,000; and

**WHEREAS,** the administration requests assembly approval to sole source award a multi-year purchase with EagleView™ for imagery and implementation, contingent on annual appropriation of funds; and

**WHEREAS,** the GIS Division would be responsible for annual budgeting and coordinating contract specifications in cooperation with the Assessing Department; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of \_\_\_\_\_ recommended \_\_\_\_\_;

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

**SECTION 1.** That \$63,791.65 is appropriated from the Equipment Replacement Fund account 705.27910 to account 705.94910.21E09.48525 for imagery acquisition.

**SECTION 2.** That the assembly approves the four-year sole source purchase of imagery from EagleView™ with FY21 approval in the amount of \$338,791.65 and future years are subject to annual appropriation by the assembly.

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

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

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

ATTEST:

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

Yes:

No:

Absent:






# Kenai Peninsula Borough

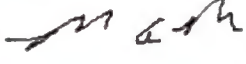
## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor   
Brandi Harbaugh, Finance Director   
John Hedges, Purchasing and Contracting Director   
Adeena Wilcox, Acting Assessing Director   
Melanie Aeschliman, Planning Director 

**FROM:** Marcus A Mueller, GIS Manager 

**DATE:** January 4, 2021

**RE:** Ordinance 2020-19-20, Appropriating \$63,791.65 from the Equipment Replacement Fund for Imagery Acquisition and Approving a Sole Source Award to EagleView™ for the Purchase and Implementation of Pictometry Imagery (Mayor)

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EagleView™ pictometry imagery products integrate with the Pro Val CAMA that the Assessing Department uses for property valuation. The Assessing Department is using pictometry for the eastern peninsula canvas area, which was acquired through CARES funding to limit the risk of COVID19 exposure. This use is resulting in cost savings, along with employee safety, and overall efficiency in accomplishing canvassing requirements.

Funds have been budgeted in FY21 for GIS to update the borough's imagery resources. The borough's current imagery resources for the western Kenai Peninsula are from 2012/13 which is no longer reliable considering wildfire, beetle kill, new road construction, land development and other changes that have occurred. Borough imagery is extremely important to public safety, general government, landowners, and a wide variety of public uses and private business matters. For instance, KPB online viewers are used more than 200K times per year.

GIS and Assessing have come together with a strategy to accomplish the objective of general imagery updating combined with Assessing's specifications for continuing the geographically rotating 5-year canvas schedule.

The attached ordinance would appropriate funds in addition to those already available in the GIS budget to accomplish a spring 2021 imagery capture and would approve a sole source award to EagleView™ for a multi-year purchase of pictometry imagery. The approval is contingent on annual appropriation of

Page -2-  
February 4, 2021  
Re: O2020-19- 20

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funding by the Assembly. The GIS Division will provide internal services to budget for and manage the contract specifications and deliverables.

<b>FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED</b>	
Acct. No. <u>705-94910.21E09-48525</u>	- Amount: <u>\$275,000.00</u>
Acct. No. <u>705-27910</u>	- Amount: <u>\$ 63,791.65</u>
By: <u>PP</u>	Date: <u>2/2/2021</u>

Proposal for: Kenai Peninsula Borough, AK  
 Project Name: AKKENA-2021-Scenario B  
 Quote Number: Q-71994  
 Contract Term: 6 Year(s)  
 Number of Projects: 4

EagleView Rep: Dustin Walters  
 Phone Number:  
 Email: [dustin.walters@eagleview.com](mailto:dustin.walters@eagleview.com)  
 Expiration Date: 7/31/2020  
 Targeted Capture: 2021-b-Spring

## Multi-Project Summary

4 Projects over 6 year(s)

Flight 1 - Spring 2021  
 Total: \$338,791.65

Flight 2 - Spring 2022  
 Total: \$127,700.25

Flight 3 - Spring 2023  
 Total: \$116,088.82

Flight 4 - Spring 2024  
 Total: \$63,989.87





# Budget Proposal

Proposal for: Kenai Peninsula Borough, AK  
 Project Name: AKKENA-2021-Scenario B  
 Contract Term: 6 Year(s)  
 Number of Projects: 4

EagleView Rep: Dustin Walters  
 Expiration Date: 7/31/2020  
 Targeted Capture: 2021-b-Spring

## Flight 1 - Spring 2021

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
251	Reveal Essentials+ Property	\$400.00	5	\$95,380.00
3082	Reveal Essentials+ Community	\$70.00		\$215,740.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
55639	Building Outline Creation; Digital Parcel File Provided	\$0.35		\$19,473.65
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 1 - Spring 2021 TOTAL:</b>				<b>\$338,791.65</b>

## Flight 2 - Spring 2022

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
76	Reveal Essentials+ Property	\$400.00	5	\$28,880.00
1229	Reveal Essentials+ Community	\$70.00		\$86,030.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
11775	Building Outline Creation; Digital Parcel File Provided	\$0.39		\$4,592.25
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 2 - Spring 2022 TOTAL:</b>				<b>\$127,700.25</b>

## Flight 3 - Spring 2023

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
52	Reveal Essentials+ Property	\$400.00	5	\$19,760.00
1173	Reveal Essentials+ Community	\$70.00		\$82,110.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
15438	Building Outline Creation; Digital Parcel File Provided	\$0.39		\$6,020.82
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 3 - Spring 2023 TOTAL:</b>				<b>\$116,088.82</b>

Flight 4 - Spring 2024

Qty	Product	List Price	Discount (%)	Subtotal
1	Reveal Orthomosaic - Combined	\$0.00		\$0.00
110	Reveal Essentials+ Property	\$400.00	5	\$41,800.00
110	Reveal Essentials+ Community	\$70.00		\$7,700.00
1	Pictometry Connect - CA - 50	\$2,200.00		\$2,200.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
16133	Building Outline Creation; Digital Parcel File Provided	\$0.39		\$6,291.87
1	ChangeFinder - Project Fee	\$1,000.00		\$1,000.00
2	FutureView Adv Training	\$2,499.00		\$4,998.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	\$0.00		\$0.00
<b>Flight 4 - Spring 2024 TOTAL:</b>				<b>\$63,989.87</b>

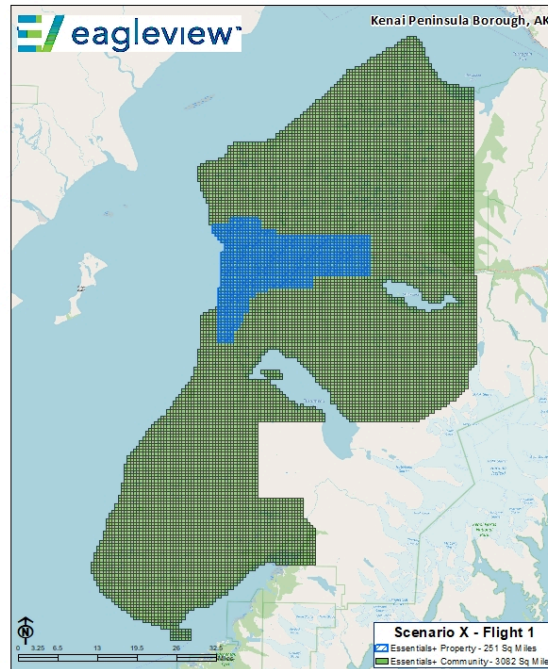
**TOTAL: \$646,570.59**

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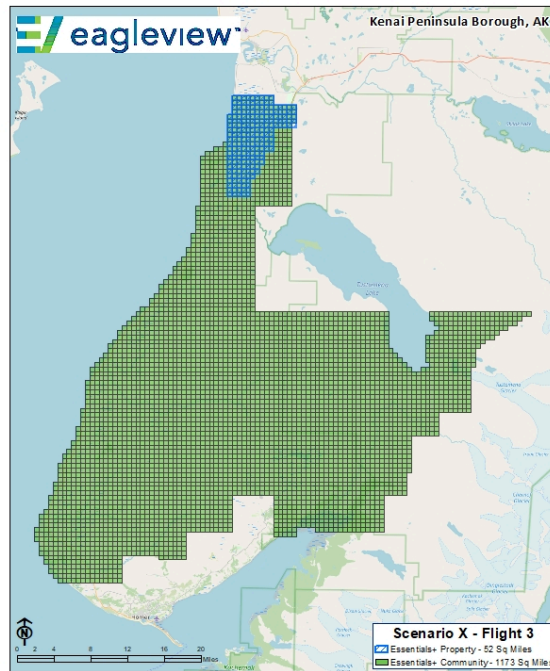
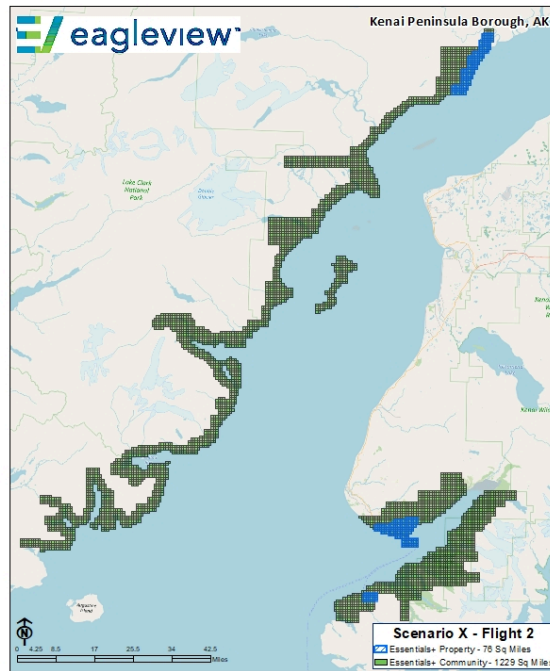
Proposal for: Kenai Peninsula Borough, AK  
 Project Name: AKKENA-2021-Scenario B  
 Contract Term: 6 Year(s)  
 Number of Projects: 4

EagleView Rep: Dustin Walters  
 Expiration Date: 7/31/2020  
 Targeted Capture: 2021-b-Spring

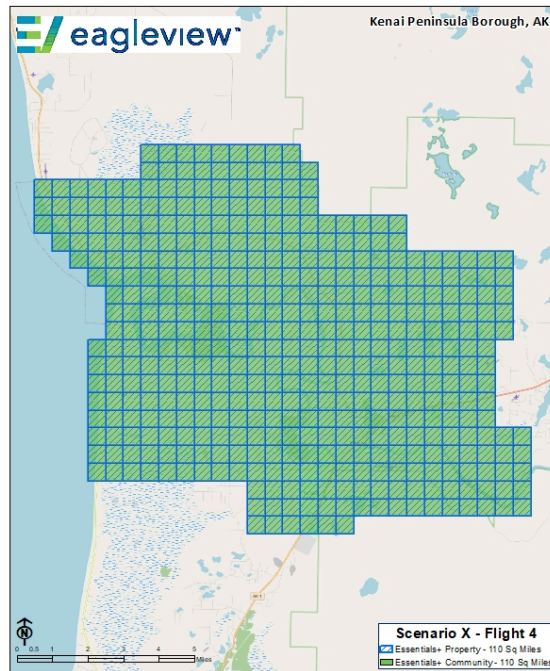


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Introduced by:	Mayor
Date:	08/04/20
Action:	Adopted
Vote:	7 Yes, 1 No, 1 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-051**

**A RESOLUTION APPROVING A SOLE SOURCE AWARD TO EAGLEVIEW™ FOR THE PURCHASE AND IMPLEMENTATION OF PICTOMETRY OBLIQUE IMAGERY**

**WHEREAS,** AS 29.45.150 provides that a systematic reevaluation of taxable real property by the assessor must be completed in the shortest period of time practicable, as fixed by resolution; and

**WHEREAS,** Resolution 2003-008 established the timeframe for systematic reevaluation of real property to be not greater than five years which is not feasible using the current processes; and

**WHEREAS,** implementation of oblique imagery for capturing field inspections will allow for canvass inspections to continue with limited or no contact between property owners and borough staff; and

**WHEREAS,** limiting contact during a public health crisis is in the best interests of both the public and the borough; and

**WHEREAS,** the borough's Assessing Department uses Thomson Reuters ProVal CAMA for real property valuation; and

**WHEREAS,** Eagleview™ is the only oblique imagery product that will integrate with Thomson Reuters for use with ProVal CAMA; and

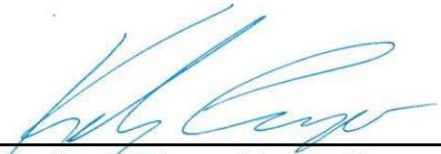
**WHEREAS,** KPB 5.28.280(B) requires assembly approval of purchases without competition costing more than \$40,000;

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

**SECTION 1.** That the assembly approves the sole source purchase of oblique imagery from Eagleview™ in the amount of \$379,852.82.

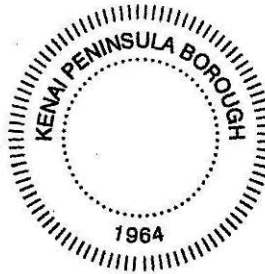
**SECTION 2.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF AUGUST, 2020.**

  
\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

  
\_\_\_\_\_  
John Blankenship, MMC, Borough Clerk



Yes: Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: Bjorkman  
Absent: Blakeley

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
01/21/03  
Adopted  
7 Yes, 0 No, 2 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2003-008**

**A RESOLUTION PROVIDING FOR A SYSTEMATIC REEVALUATION OF ALL  
TAXABLE PROPERTY WITHIN THE BOROUGH**

**WHEREAS,** AS 29.45.150 provides that a systematic reevaluation of taxable real and personal property undertaken by the assessor, whether of specific areas in which real property is located or of specific classes of real or personal property to be assessed, shall be made only in accordance with a resolution or other act of the municipality directing a systematic reevaluation of all taxable property in the municipality over the shortest period of time practicable, as fixed in the resolution or act; and

**WHEREAS,** all taxable personal property within the borough is evaluated each year on the basis of returns of property made by owners of such property; and

**WHEREAS,** because of the vast geographic area of the Kenai Peninsula Borough it is impossible to evaluate all taxable real property for ad valorem tax purposes within the borough each year without hiring additional appraisers and staff, significantly increasing administrative costs; and

**WHEREAS,** the assessor has advised the assembly that a three-year cycle for the reevaluation of real property parcels per Resolution 75-6 is no longer practicable, and that a five-year cycle of reevaluation would most efficiently employ available resources; and

**WHEREAS,** the Kenai Peninsula Borough has in the past systematically reevaluated all taxable real property within the borough at six to seven year intervals on a rotating basis; and


**WHEREAS,** a systematic reevaluation of all taxable real property at not greater than five-year intervals on a rotating basis is inherently fair and equitable to taxpayers;

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

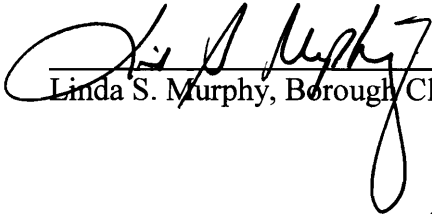
**SECTION 1.** That the Assembly of the Kenai Peninsula Borough, considering the difficulty and expense of hiring enough additional personnel to evaluate all taxable real property annually, and the basic equity of reevaluating all taxable real property on a rotating basis at intervals of not greater than five years, hereby determines and directs that the Assessor of the Kenai Peninsula Borough shall undertake a systematic reevaluation of all taxable real property within the borough on a rotating basis at intervals not greater than five years, which is determined to be the shortest period of time practicable considering the size of the Kenai Peninsula Borough.

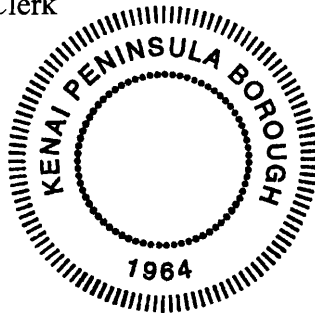
**SECTION 2.** That this resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF JANUARY 2003.**

  
Pete Sprague, Assembly President

ATTEST:

  
Linda S. Murphy, Borough Clerk



Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-21**

**AN ORDINANCE APPROPRIATING GENERAL FUND FUND BALANCE FOR  
DESIGN DEVELOPMENT OF PHASE I OF THE HOMER HIGH SCHOOL ROOF  
REPLACEMENT**

- WHEREAS,** the Homer High School roof was installed in 1983 and has exceeded its useful life; and
- WHEREAS,** regular failures in the roof system have led to increased maintenance costs, interruptions in the programs supported by the facility and degradation of other facility infrastructure; and
- WHEREAS,** approximately 34,000 square feet of the roof is in immediate need of replacement; and
- WHEREAS,** the project is proposed to be funded through the use of \$1,252,552.88 in remaining 2014 school bond funds transferred from the Redoubt Elementary Roof replacement project, interest of \$25,523.17 and a supplemental amount from the general fund of \$521,923.95 for a total estimated project cost of \$1,800,000; and
- WHEREAS,** a resolution will be proposed on February 16, 2021 requesting that the Borough Mayor be authorized to submit a Bond Reimbursement Application to the Alaska Department of Education and Early Development for the approval of additional projects in the bond reimbursement program for bonds sold in 2014; and
- WHEREAS,** design development must start immediately if the project is to be completed this construction season; and
- WHEREAS,** the cost to develop a comprehensive scope of work and complete bid ready documents is estimated to be \$180,000;

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

**SECTION 1.** That funds in the amount of \$180,000 from the General Fund fund balance are appropriated from account 100.27910 to account 401.78050.22SCH.49999 to provide for development of a comprehensive scope of work and bid ready documents for the Homer High School Roof Replacement Phase I project.

**SECTION 2.** That upon enactment this ordinance shall take effect immediately.

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

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Brent Hibbert, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



## Kenai Peninsula Borough

### Purchasing & Contracting Department

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#### MEMORANDUM

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

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

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

**DATE:** February 4, 2021

**Subject:** Ordinance 2020-19-21, Appropriating General Fund Fund Balance for Design Development of Phase I of the Homer Roof Replacement (Mayor)

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The Homer High School roof was constructed in 1983 and has exceeded its useful life. Periodic system failures have led to increased maintenance costs, interruptions in the programs supported by the facility and degradation of other facility infrastructure. The dilapidated cedar shingle construction further complicates the borough's ability to initiate repairs without further impacting the integrity of the system.

The entire roof system at the high school is in need of replacement. The approximately 33,700 square foot section covering the gym area and the approximately 1,200 square foot section of flat roof covering the loading dock area have been identified as the areas needing the most immediate attention.

A resolution will be proposed on February 16, 2021 requesting that the Borough Mayor be authorized to submit a Bond Reimbursement Application to the Alaska Department of Education and Early Development for the approval of additional projects in the bond reimbursement program for bonds sold in 2014. Redirected 2014 bond funds from the Redoubt Elementary Roof Replacement will then be supplemented by appropriated funds from the General Fund and interest earned on school bonds to provide funding for the Homer Roof Replacement Phase I project.

It is the intent of this ordinance to appropriate supplemental funds necessary to complete the design development process and produce bid ready

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February 4, 2021  
RE: O2020-19- 21

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documents for Phase I of a phased approach to the replacement and rehabilitation of the Homer High School roof.

The project is proposed to be funded through the use of \$1,252,552.88 in remaining 2014 School Bond funds transferred from the Redoubt Elementary Roof replacement project, interest of \$25,523.17 and a supplemental amount from the general fund of \$521,923.95 for a total estimated project cost of \$1,800,000. This scope will include design and construction that addresses roof system replacement, insulation, storm water system improvements, roof ventilation, and infrastructure repair/replacement as necessary.

Due to the immediate need to advance on the design development, it is necessary to appropriate the initial design cost. That budgeted portion is estimated at \$180,000. This work will include the design development and the administrative requirements for project approval that must be coordinated with the Department of Education and Early Development (DEED).

Once the project has been approved by DEED and a more substantial design scope has been completed, a more accurate project cost will be provided to the assembly for consideration.

Your consideration of this ordinance is appreciated.

<b>FINANCE DEPARTMENT</b>	
<b>ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>100-27910</u>
Amount:	<u>\$ 180,000.00</u>
By: <u>PP</u>	Date: <u>2/4/2021</u>

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-22**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$9,600 FROM THE STATE  
OF ALASKA DIVISION OF FORESTRY TO SUPPLEMENT COSTS TO MANAGE  
THE SLASH DISPOSAL SITE LOCATED IN COOPER LANDING**

**WHEREAS,** the borough provides the Snug Harbor Material Site located in Cooper Landing for the public to dispose of woody debris that includes large materials such as brush and tree stumps; and

**WHEREAS,** the State of Alaska Division of Forestry (“Forestry”) recognized the high use of this site as a result of the statewide burn suspension enacted during the 2020 wildland fire season; and

**WHEREAS,** Forestry supplemented the cost to maintain the site in the amount of \$9,600; and

**WHEREAS,** it is in the best interest of the borough to accept these state funds to help defray costs of providing these services the residents;

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

**SECTION 1.** That the mayor is authorized to accept \$9,600 from the State of Alaska to supplement the cost of maintaining the Snug Harbor Material Site.

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

**SECTION 3.** That state funds in the amount of \$9,600 are appropriated to account 250.21210.00000.43011.

**SECTION 4.** This ordinance shall become effective immediately upon enactment.

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

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

ATTEST:

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

Yes:

No:

Absent:

## Kenai Peninsula Borough Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Brandi Harbaugh, Finance Director *BH*  
Marcus Mueller, Land Manager *[Signature]*  
Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

**FROM:** Trevor Kauffman, Land Management Agent *TK*

**DATE:** February 4, 2021

**SUBJECT:** Ordinance 2020-19- 22, Accepting and Appropriating \$9,600 from the State of Alaska Division of forestry to Supplement Costs to Manage the Slash Disposal Site Located in Cooper Landing (Mayor)

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The Kenai Peninsula is currently experiencing widespread spruce mortality due to the increase in spruce bark beetle activity in area forests. Many land managers and private residents have chosen to remove infected trees in order to reduce risk of wildland fire on their property. Typically, the spruce is used for firewood or saw timber after removal, but the limbs, tops and other slash must be disposed in order to avoid stockpiling of fuel, which would create an exposure to fire hazard. Many landowners choose to burn the slash as it is often costly to haul it to solid waste disposal sites.

In Alaska, slash burning is regulated by the Alaska Division of Forestry between the months of April and September to manage the risk of escaped fires which may turn into large, destructive, and costly wildland fires. Slash burning is allowed under permit. However in 2020, the Alaska Division of Forestry suspended all burn permits, large and small, on the Kenai Peninsula for nearly the entire summer season to help mitigate the risk of wildland fire starts. The Division of Forestry anticipated difficulties in mobilizing firefighting resources due to the constraints imposed by the COVID-19 travel restrictions. This generated an increase in slash disposal transported to the solid waste sites.

The borough provides a slash disposal area in Cooper Landing at the Snug Harbor Material Site. The site saw significant use in 2020, and it is understood that this increased use was an indirect product of the State's burn suspension. Furthermore, Division of Forestry staff encouraged area residents to use the slash



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February 4, 2021  
Re: O2020-19-22

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disposal area, as part of a grant-funded initiative to reduce fire risk around residential areas.

The Division of Forestry offered to supplement the borough's increased contractual cost of slash handling at the Snug Harbor Material Site in the amount of \$9,600.00 to burn the slash October 2020, after the State's regulated fire season had ended, and it was safe to do so.

Please consider the attached ordinance, which would accept and appropriate the \$9,600.00 from the Division of Forestry.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>250.00000.00000.34147</u>
Amount	<u>\$9,600.00</u>
By: <u>PP</u>	Date: <u>2/4/2021</u>

**From:** [Gaiser, Mary L \(DNR\)](#)  
**To:** [Ahlberg, Brenda](#); [Kauffman, Trevor](#)  
**Subject:** FW: Cooper Landing Stump Dump grant funding  
**Date:** Wednesday, January 20, 2021 8:29:27 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[RE Backup for reimbursement .msg](#)  
[Copy of Evergreen Invoice to KPB #200.xlsx](#)  
[Invoice Cooper Landing Stump Dump Grant Funding.pdf](#)  
[Evergreen Check #365761.pdf](#)

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CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Brenda/Trevor – regarding Forestry’s reimbursement of \$9,600 to the Kenai Peninsula Borough for the Cooper Landing Landowner grant slash disposal service.

This was not a grant to KPB; but a reimbursement of the costs for the slash disposal services.

Please let me know if you have any other questions!

Take Care, Stay Well, Be Safe!! *Mary*

Mary Gaiser, Accountant III  
Alaska Division of Forestry  
550 W. 7<sup>th</sup> Avenue, Anchorage, AK 99501  
Phone: (907) 269-8450 / Fax: (907) 269-8931  
Email: [mary.gaiser@alaska.gov](mailto:mary.gaiser@alaska.gov)

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-07**

**AN ORDINANCE ACCEPTING EMERGENCY RESPONSE EQUIPMENT FROM THE  
NIKISKI FIREFIGHTERS ASSOCIATION, INC. ON BEHALF OF NIKISKI FIRE  
SERVICE AREA**

**WHEREAS,** Nikiski Firefighters Association, Inc. is a nonprofit (“Nonprofit”) entity that works in collaboration with the Nikiski Fire Service Area to support the preparedness, response and recovering needs of the service area; and

**WHEREAS,** the Nonprofit purchased and granted a transportable monitor system and a hose-nozzle system to the Service Area valued at \$5,046.85; and

**WHEREAS,** at its regularly scheduled meeting held February 10, 2021, the Service Area Board recommended \_\_\_\_\_; and

**WHEREAS,** it is in the best interest of the borough and the service area to accept the equipment grant;

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

**SECTION 1.** That the Mayor is authorized to accept the emergency response equipment valued at \$5,046.85 from the Nikiski Firefighters Association on behalf of the Nikiski Fire Service Area.

**SECTION 2.** This ordinance shall become effective immediately upon its enactment.

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

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

ATTEST:

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



Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*  
Bryan Crisp, Nikiski Fire Chief *BC*

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

**DATE:** February 4, 2021

**RE:** Ordinance 2021-07, Accepting Emergency Response Equipment from the Nikiski Firefighters Association, Inc. on Behalf of Nikiski Fire Service Area (Mayor)

The Nikiski Firefighters Association, Inc. ("nonprofit") received a grant from the Marathon Petroleum Foundation to purchase items that support the Nikiski Fire Service Area's (service area) mission. This memo recognizes that the service area has accepted the items from the nonprofit (itemized list below). There is no match requirement.

This matter is scheduled to come before the service area at its regularly scheduled meeting on February 10, 2021. The recommendations of the service area will be submitted to the assembly prior to the February 16 meeting.

ITEM TITLE	VALUE PER ITEM (UNDER \$5,000)
Hemisphere Combination Packages Transportable Monitor System Includes: <ul style="list-style-type: none"> <li>1 - HPM111A Hemisphere Monitor</li> <li>1 - MDA12A Max-Series Tip</li> <li>1 - HPM-A I-BEAM Clamp/2" Hitch Mount</li> </ul>	\$3,620.00
2.5NH 500GPM Master Foam Fixed Gallonage Self-Educting Foam Nozzle With 10' 1.5" Concentrate Hose Coupled 1.5" & 2" Camlock Ends	\$1,426.85

**Crisp, Bryan**

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**From:** Deveer, Harrison  
**Sent:** Tuesday, January 12, 2021 6:16 PM  
**To:** Crisp, Bryan  
**Subject:** Fwd: <EXTERNAL-SENDER>Your Application Has Been Approved

Sent from Harrison's iPhone

Begin forwarded message:

**From:** "Deveer, Harrison" <[hdeveer@kpb.us](mailto:hdeveer@kpb.us)>  
**Date:** July 17, 2020 at 6:56:58 AM AKDT  
**To:** "Crisp, Bryan" <[BCrisp@kpb.us](mailto:BCrisp@kpb.us)>, Mike A Van De Grift  
<[MAVanDeGrift@marathonpetroleum.com](mailto:MAVanDeGrift@marathonpetroleum.com)>  
**Subject:** Fwd: <EXTERNAL-SENDER>Your Application Has Been Approved

I just received this.

Sent from Harrison's iPhone

Begin forwarded message:

**From:** "premiersupport@foundationsource.com"  
<[premiersupport@foundationsource.com](mailto:premiersupport@foundationsource.com)>  
**Date:** July 17, 2020 at 6:51:44 AM AKDT  
**To:** "Deveer, Harrison" <[hdeveer@kpb.us](mailto:hdeveer@kpb.us)>  
**Cc:** "[stoland@marathonpetroleum.com](mailto:stoland@marathonpetroleum.com)" <[stoland@marathonpetroleum.com](mailto:stoland@marathonpetroleum.com)>  
**Subject:** <EXTERNAL-SENDER>Your Application Has Been Approved

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Dear Mr. Deveer:

The Marathon Petroleum Foundation is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

I am pleased to announce that the Foundation has approved a grant in the amount of \$5,000.00 to support Nikiski Fire Equipment Purchase. You can expect to receive our check and the grant contract in the mail within ten business days.

If you have any questions, please contact Sarah Toland, Adv Administrative Assistant, at (419) 421-3807 or [stoland@marathonpetroleum.com](mailto:stoland@marathonpetroleum.com), who will be

coordinating our support of this grant.

We are proud to support Nikiski Firefighters Association Inc.. Best wishes for continued success.

Sincerely,  
Marathon Petroleum Foundation, Inc.

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 156369

## Quotation

<b>CUSTOMER:</b>	<b>SHIP TO:</b>	<b>QUOTATION NO.</b>	<b>ISSUED DATE</b>	<b>EXPIRATION DATE</b>
Western Refining Company, LP PO Box 599701 San Antonio TX 78259-9701	Marathon Petroleum Company 54741 Tesoro Rd. Kenai AK 99611	156369	06/10/2020	08/09/2020

<b>SALESPERSON</b>	<b>CUSTOMER SERVICE REP</b>
Steve Martin AK <a href="mailto:smartinAK@lncurtis.com">smartinAK@lncurtis.com</a> 209-855-1104	Robert Briggs <a href="mailto:rbriggs@lncurtis.com">rbriggs@lncurtis.com</a> 907-483-0117

<b>REQUISITION NO.</b>	<b>REQUESTING PARTY</b>	<b>CUSTOMER NO.</b>	<b>TERMS</b>	<b>OFFER CLASS</b>
	Mike Van De Grift	C31075	Net 30	FR

<b>F.O.B.</b>	<b>SHIP VIA</b>	<b>DELIVERY REQ. BY</b>
DEST	Best Way	

### NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	HPM-32 TFT	HEMISPHERE COMBINATION PACKAGES TRANSPORTABLE MONITOR INCLUDES: * 1 - HPM111A HEMISPHERE MONITOR * 1 - MDA12A MAX-SERIES TIP * 1 - HPM-A I BEAM CLAMP/2" HITCH MOUNT	\$3,620.00	\$3,620.00

DUNS NUMBER: 009224163  
SIC CODE: 5099  
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 08/09/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163



Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 156369

<b>Subtotal</b>	<b>\$3,620.00</b>
<b>Tax Total</b>	<b>\$0.00</b>
<b>Transportation</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$3,620.00</b>

[View Terms of Sale and Return Policy](#)

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163



Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 156371

## Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Western Refining Company, LP PO Box 599701 San Antonio TX 78259-9701	Marathon Petroleum Company 54741 Tesoro Rd. Kenai AK 99611	156371	06/10/2020	08/09/2020
		SALESPERSON	CUSTOMER SERVICE REP	
		Robert Briggs <a href="mailto:rbriggs@lncurtis.com">rbriggs@lncurtis.com</a> 907-483-0117	Michael Duncan <a href="mailto:mduncan@lncurtis.com">mduncan@lncurtis.com</a> 206-596-7904	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Mike Van De Grift	C31075	Net 30	FR
F.O.B.	SHIP VIA	DELIVERY REQ. BY		
DEST	Best Way			

### NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	ZMF12A TFT	2.5NH 500GPM Master Foam fixed gallonge self-educting foam nozzle with 10' 1.5" concentrate hose coupled 1.5" & 2" Camlock ends	\$1,426.85	\$1,426.85

DUNS NUMBER: 009224163  
SIC CODE: 5099  
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 08/09/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$1,426.85
Tax Total	\$0.00
Transportation	\$0.00
<b>Total</b>	<b>\$1,426.85</b>

[View Terms of Sale and Return Policy](#)



