



Meeting Agenda Planning Commission

Monday, June 13, 2022

7:30 PM

Betty J. Glick Assembly Chambers

Zoom Meeting ID 907 714 2200

The hearing procedure for the Planning Commission public hearings are as follows:

- 1) Staff will present a report on the item.
- 2) The Chair will ask for petitioner's presentation given by Petitioner(s) / Applicant (s) or their representative – 10 minutes
- 3) Public testimony on the issue. – 5 minutes per person
- 4) After testimony is completed, the Planning Commission may follow with questions. A person may only testify once on an issue unless questioned by the Planning Commission.
- 5) Staff may respond to any testimony given and the Commission may ask staff questions.
- 6) Rebuttal by the Petitioner(s) / Applicant(s) to rebut evidence or provide clarification but should not present new testimony or evidence.
- 7) The Chair closes the hearing and no further public comment will be heard.
- 8) The Chair entertains a motion and the Commission deliberates and makes a decision.

All those wishing to testify must wait for recognition by the Chair. Each person that testifies must write his or her name and mailing address on the sign-in sheet located by the microphone provided for public comment. They must begin by stating their name and address for the record at the microphone. All questions will be directed to the Chair. Testimony must be kept to the subject at hand and shall not deal with personalities. Decorum must be maintained at all times and all testifiers shall be treated with respect.

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF CONSENT AND REGULAR AGENDA

All items marked with an asterisk () are consent agenda items. Consent agenda items are considered routine and non-controversial by the Planning Commission and will be approved by one motion. There will be no separate discussion of consent agenda items unless a Planning Commissioner so requests in which case the item will be removed from the consent agenda and considered in its normal sequence on the regular agenda.*

If you wish to comment on a consent agenda item or a regular agenda item other than a public hearing, please advise the recording secretary before the meeting begins, and she will inform the Chairman of your wish to comment.

1. Time Extension Request
2. Planning Commission Resolutions
3. Plats Granted Administrative Approval

- [KPB-4318](#)
- a. King Rapids Subdivision Hansen's Addition; KPB File 2021-168
 - b. Mac McGahan Subdivision 2020 Replat; KPB File 2021-096
 - c. Playle Estates; KPB File 2021-159R1
 - d. The Stordahle Subdivision; KPB File 2021-161

Attachments: [C3. Plat Administrative Approvals](#)

4. Plats Granted Final Approval (KPB 20.10.040)

- [KPB-4319](#)
- a. Anglers Crest Subdivision Tikahtnu Heights Addition 2022 Replat; KPB File 2022-016
 - b. Eastberg Dominish 2021 Replat; KPB File 2021-027
 - c. Koala Acres 2022 Replat; KPB File 2022-026
 - d. Sumpter Subdivision 2022 Replat; KPB File 2022-050

Attachments: [C4. Plat Final Approvals](#)

5. Plat Amendment Request
6. Commissioner Excused Absences
7. Minutes

- [KPB-4320](#) May 23, 2022 Planning Commission Meeting Minutes

Attachments: [C7. 052322 PC Meeting Minutes](#)

D. OLD BUSINESS**E. NEW BUSINESS**

1. [KPB-4321](#) Section Line Easement Vacation; KPB File 2022-060V
Vacate the section line easements associated with Tracts A, B, & C of Quartz Creek Subdivision

 Attachments: [E1. SLEV Quartz Creek Sub](#)
 [E1.SLEV Quartz Creek PC Desk Packet](#)

2. [KPB-4322](#) Utility Easement Vacation; KPB File 2022-052V
Vacate portions of utility easements located within Lot 5 of Cole's Corner, Plat KN 85-31

 Attachments: [E2. UEV Cole's Corner](#)

3. [KPB-4323](#) PC Resolution SN 2022-02
Naming unnamed public rights-of-way in the Moose Pass area

 Attachments: E3. SN RES 2022-02
 [E3. SN RES 2022-02 PC Desk Packet](#)

4. [KPB-4324](#) Conditional Use Permit; PC Resolution 2022-23

 Attachments: [E4. CUP Lavalle](#)
 [E4. CUP Lavalle PC Desk Packet](#)

5. [KPB-4325](#) Ordinance 2022-22: Authorizing a negotiated lease option and subsequent ground lease of certain real property containing 40 acres more or less to Utopian Power for the development of a solar farm facility.

 Attachments: [E5. ORD 2022-22](#)

6. [KPB-4326](#) Resolution 2022-XX; Authorizing the acquisition of real property located in Soldotna Alaska on behalf of Central Emergency Services for the purpose of a replacement site for Central Emergency Services Station 1

 Attachments: [E6. RES 2022-XX](#)

F. PLAT COMMITTEE REPORT

G. OTHER

H. PUBLIC COMMENT/PRESENTATION

(Items other than those appearing on the agenda or scheduled for public hearing. Limited to five minutes per speaker unless previous arrangements are made)

I. DIRECTOR'S COMMENTS

[KPB-4356](#) June 13, 2022 Director's Report

Attachments: [6 13 22 Directors Report PC Deak Packet](#)

J. COMMISSIONER COMMENTS

K. ADJOURNMENT

MISCELLANEOUS INFORMATIONAL ITEMS NO ACTION REQUIRED

[KPB-4355](#) APC Meeting Minutes

Attachments: [Misc Information PC Desk Packet](#)

NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING

The next regularly scheduled Planning Commission meeting will be held Monday, June 27, 2022 in the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 North Binkley Street, Soldotna, Alaska at 7:30 p.m.

CONTACT INFORMATION KENAI PENINSULA BOROUGH PLANNING DEPARTMENT

Phone: 907-714-2215

Phone: toll free within the Borough 1-800-478-4441, extension 2215

Fax: 907-714-2378

e-mail address: planning@kpb.us

website: <http://www.kpb.us/planning-dept/planning-home>

A party of record may file an appeal of a decision of the Planning Commission in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances. An appeal must be filed with the Borough Clerk within 15 days of the notice of decision, using the proper forms, and be accompanied by the filing and records preparation fees. Vacations of right-of-ways, public areas, or public easements outside city limits cannot be made without the consent of the borough assembly.

Vacations within city limits cannot be made without the consent of the city council. The assembly or city council shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received within the specified period, it shall be considered that consent was given.

A denial of a vacation is a final act for which the Kenai Peninsula Borough shall give no further consideration. Upon denial, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.

C. APPROVAL OF CONSENT & REGULAR AGENDAS

***3. Plats Granted Administrative Approval**

- a. King Rapids Subdivision Hansen's Addn; KPB File 2021-168**
- b. Mac McGahan Subdivision 2020 Replat; KPB File 2021-096**
- c. Playle Estates; KPB 2021-159R1**
- d. The Stordahle Subdivision; KPB File 2021-161**



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

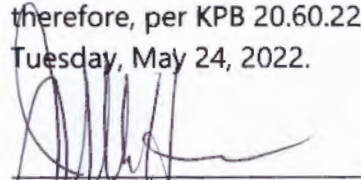
Charlie Pierce
Borough Mayor

ADMINISTRATIVE APPROVAL

Subdivision: King Rapids Subdivision Hansen's Addition
KPB File 2021-168
Kenai Recording District

The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on January 24, 2022. Approval for the plat is valid for two years from the date of approval.

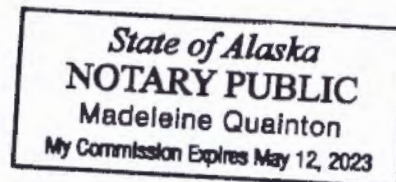
The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Tuesday, May 24, 2022.


Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 24 day of May 2022 by Julie Hindman.


Notary Public for the State of Alaska



My commission expires: 5/12/23

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Planning Department

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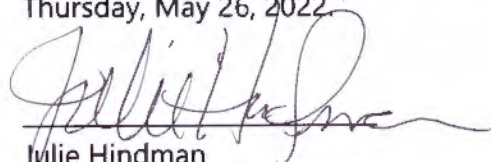
Charlie Pierce
Borough Mayor

ADMINISTRATIVE APPROVAL

Subdivision: Mac McGahan Subdivision 2020 Replat
KPB File 2021-096
Kenai Recording District

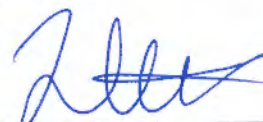
The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on August 9, 2021. Approval for the plat is valid for two years from the date of approval.

The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Thursday, May 26, 2022.

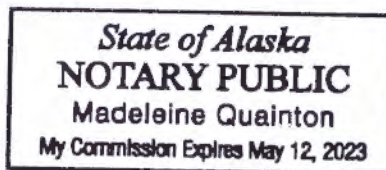

Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 26 day of May 2022 by Julie Hindman.


Notary Public for the State of Alaska

My commission expires: 5/12/23



The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



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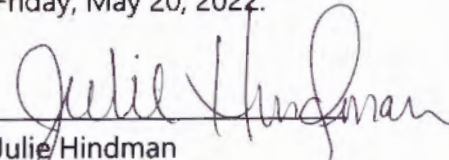
Charlie Pierce
Borough Mayor

ADMINISTRATIVE APPROVAL

Subdivision: Playle Estates
KPB File 2021-159R1
Kenai Recording District

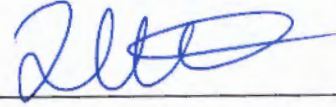
The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on March 21, 2022. Approval for the plat is valid for two years from the date of approval.

The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Friday, May 20, 2022.

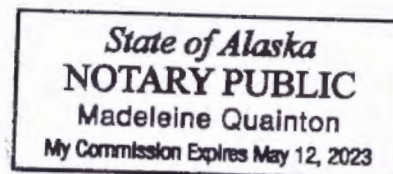

Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 20 day of May 2022 by Julie Hindman.


Notary Public for the State of Alaska

My commission expires: 5/12/23



The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Planning Department

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Charlie Pierce
Borough Mayor

ADMINISTRATIVE APPROVAL

Subdivision: The Stordahle Subdivision
KPB File 2021-161
Kenai Recording District

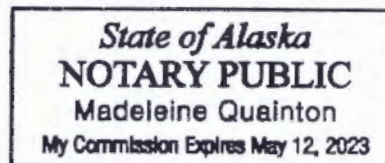
The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on January 10, 2022. Approval for the plat is valid for two years from the date of approval.

The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Monday, May 23, 2022.

Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 23 day of May 2022 by Julie Hindman.

Notary Public for the State of Alaska

My commission expires: 5/12/23

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.

C. CONSENT AGENDA

- *4. Plats Granted Final Approval**
 - a. Anglers Crest Subdivision Tikahtnu Heights Addition 2022 Replat; KPB Fule 2022-016**
 - b. Eastberg Dominish 2021 Replat; KPB File 2021-027**
 - c. Koala Acres 2022 Replat; KPB File 2022-026**
 - d. Sumpter Subdivision 2022 Replat; KPB File 2022-050**



Planning Department

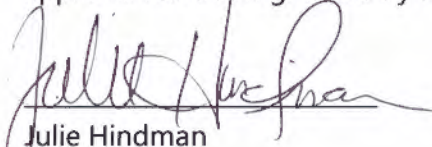
144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce
Borough Mayor

FINAL APPROVAL OF PLAT SUBMITTED UNDER 20.10.040

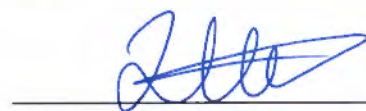
Subdivision: Anglers Crest Subdivision Tikahtnu Heights Addition 2022 Replat
KPB File 2022-016
Homer Recording District

The Kenai Peninsula Borough Planning Department has reviewed the above referenced subdivision plat in accordance with 20.10.040 Borough Code of Ordinances. The final plat meets the conditions of the preliminary approval and complies with KPB Title 20; therefore, final approval has been granted by the undersigned on Thursday, June 09, 2022.

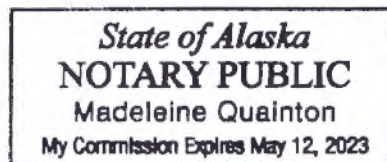

Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 9 day of June 2022 by Julie Hindman.


Notary Public for the State of Alaska

My commission expires: 5/12/23



The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Planning Department

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Charlie Pierce
Borough Mayor

FINAL APPROVAL OF PLAT SUBMITTED UNDER 20.10.040

Subdivision: Eastberg Dominish 2021 Replat
KPB File 2021-027
Kenai Recording District

The Kenai Peninsula Borough Planning Department has reviewed the above referenced subdivision plat in accordance with 20.10.040 Borough Code of Ordinances. The final plat meets the conditions of the preliminary approval and complies with KPB Title 20; therefore, final approval has been granted by the undersigned on Thursday, May 26, 2022.

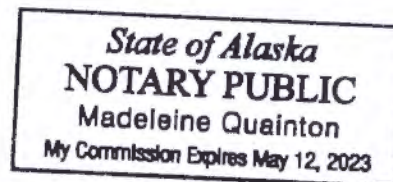
Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 26 day of May 2022 by Julie Hindman.

Notary Public for the State of Alaska

My commission expires: 5/12/23



The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Planning Department

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Charlie Pierce
Borough Mayor

FINAL APPROVAL OF PLAT SUBMITTED UNDER 20.10.040

Subdivision: Koala Acres 2022 Replat
KPB File 2022-026
Kenai Recording District

The Kenai Peninsula Borough Planning Department has reviewed the above referenced subdivision plat in accordance with 20.10.040 Borough Code of Ordinances. The final plat meets the conditions of the preliminary approval and complies with KPB Title 20; therefore, final approval has been granted by the undersigned on Thursday, May 26, 2022.

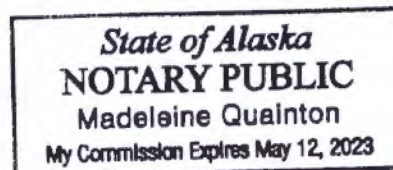
Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 26 day of May 2022 by Julie Hindman.

Notary Public for the State of Alaska

My commission expires: 5/12/23



The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.



Planning Department

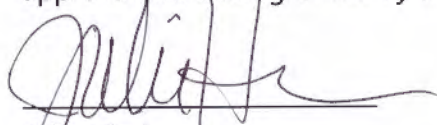
144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce
Borough Mayor

FINAL APPROVAL OF PLAT SUBMITTED UNDER 20.10.040

Subdivision: Sumpter Subdivision 2022 Replat
KPB File 2022-050
Kenai Recording District

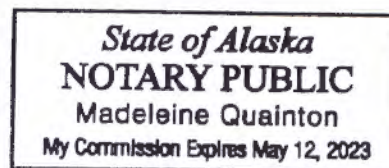
The Kenai Peninsula Borough Planning Department has reviewed the above referenced subdivision plat in accordance with 20.10.040 Borough Code of Ordinances. The final plat meets the conditions of the preliminary approval and complies with KPB Title 20; therefore, final approval has been granted by the undersigned on Thursday, June 09, 2022.


Julie Hindman
Acting Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 9 day of June 2022 by Julie Hindman.


Notary Public for the State of Alaska



My commission expires: 5/12/23

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.

C. APPROVAL OF CONSENT & REGULAR AGENDAS

***7. Minutes**

a. May 23, 2022 Planning Commission Meeting Minutes

Kenai Peninsula Borough Planning Commission

Betty J. Glick Assembly Chambers, Kenai Peninsula Borough George A. Navarre Administration Building

May 23, 2022

8:00 P.M.

UNAPPROVED MINUTES

AGENDA ITEM A. **CALL TO ORDER**

Commissioner Bentz called the meeting to order at 8:00 p.m.

AGENDA ITEM B. **ROLL CALL**

Commissioners Present

Syverine Abrahamson-Bentz, District 9 – South Peninsula

Jeremy Brantley, District 5 – Sterling/Funny River

Diane Fikes, City of Kenai

John Hooper, District 3 – Nikiski

Michael Horton, District 4 – Soldotna

Blair Martin, District 2 – Kenai

Virginia Morgan, District 6 – East Peninsula

David Stutzer, District 8 – Homer

Charlene Tautfest, City of Soldotna

Franco Venuti, City of Homer

With 10 members of an 11-member seated commission in attendance, a quorum was present.

Staff Present

Robert Ruffner, Planning Director

Walker Steinhage, Deputy Borough Attorney

Marcus Mueller, Land Management Officer

Aaron Hughes, Land Management Land Agent

Dakota Truitt, Land Management Land Agent

Julie Hindman, Platting Specialist

Samantha Lopez, KRC Manager

Ryan Raidmae, Borough Planner

Ann Shirnberg, Planning Administrative Assistant

AGENDA ITEM C. **CONSENT & REGULAR AGENDAS**

***3. Plats Granted Administrative Approval**

- a. Horse Creek Subd. 2021 Addition; KPB File 2021-099
- b. Mackey Lakes Subdivision Douglas Replat; KPB File 2021-109

***6. Commissioner Excused Absences**

- a. Pamela Gillham, District 1 – Kalifornsky
- b. District 7 – Central, Vacant
- c. City of Seward, Vacant
- d. City of Seldovia, Vacant

***7. Minutes**

- a. May 9, 2022 Planning Commission meeting minutes.

Chair Martin asked if anyone wished to speak to any of the items on the consent agenda. Hearing no one wishing to comment he asked Ms. Shirnberg to read into the record the consent agenda items.

MOTION: Commissioner Brantley moved, seconded by Commissioner Tautfest to approve the consent and regular agendas.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 10	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest, Venuti
Absent - 1	Gillham

AGENDA ITEM E. NEW BUSINESS

**ITEM E1 - SECTION LINE EASEMENT VACATION
VACATE SECTION LINE EASEMENTS ASSOCIATED WITH TRACTS A, B, AND C OF QUARTZ
CREEK SUBDIVISION PLAT NO SW 94-11**

KPB File No.	2022-060V
Planning Commission Meeting:	May 23, 2022
Applicant / Owner:	Three Bears Alaska Inc of Wasilla, AK and Kenai Peninsula Borough of Soldotna, AK
Surveyor:	John Segesser / Segesser Surveys
General Location:	Cooper Landing / Cooper Landing APC
Legal Description:	50-foot section line easements associated with the SW1/4 Section 30, Township 5 North, Range 2 West, SE1/4 Section 25 and the N1/2 Section 36, Township 5 North, Range 3 West

Staff report was given by Platting Specialist Julie Hindman.

Chair Martin open the item for public comment.

Marcus Mueller, KPB Land Management Officer: Mr. Mueller spoke as a representative of the Kenai Peninsula Borough who is the landowner of Tracts A & C of Quartz Creek Subdivision. He stated that he supports staff's recommendations. He then made himself available for any questions.

Commissioner Morgan asked if the Cooper Landing APC had the opportunity to review this vacation. She reviewed the minutes from the most recent APC meeting and doesn't see any recommendation on this item. Mr. Mueller replied that he had attended the last APC meeting and doesn't know how the plat information was presented. He doesn't remember the item being discussed at this meeting. Commissioner Morgan stated that she had attended this meeting and the APC was not given any information on this vacation. She is not sure that they were aware that this section line easement vacation was coming up.

Dan Steiner, Steiner Design & Construction LLC; 5900 W. Dewberry Dr., Wasilla, AK 99623: Mr. Steiner is the civil engineer hired by Three Bears to work on this project. Mr. Steiner asked if he was correct in understanding that the section line easement on Tract B had already been approved. Ms. Hindman replied that it initially had been approved at the borough level, but had been denied at the state level. What is before the commission tonight is a new petition to vacate the section line easements on Tracts A, B & C.

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

MOTION: Commissioner Venuti moved, seconded by Commissioner Fikes to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65, subject to staff recommendations and compliance with borough code.

Commissioner Morgan stated that she does not feel comfortable supporting this request at this time. She does not feel that the public process worked well. She had attended the recent Cooper Landing Advisory

Planning Commission (CLAPC) meeting and this petition was not reviewed or discussed. Because this is a quasi-judicial matter, she did not speak with anyone associated with the CLAPC regarding this petition. She did not want to put herself in a position of not being able to vote on this matter. She feels like she is lacking information because of the lack of public process in Cooper Landing area. She will not be voting in favor of this petition.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION FAILED BY MAJORITY VOTE:

Yes - 4	Bentz, Brantley, Martin, Stutzer
No - 6	Fikes, Hooper, Horton, Morgan, Tautfest, Venuti
Absent - 1	Gillham

Ms. Hindman reminded the commission that a denial of a vacation means no other action can be taken. A new application with additional information would need to be provided in order for this to be heard within the next year.

Chair Martin stated that Commissioner Morgan made a great point and he did not believe the intent of the commission was to push this application out for a year. He asked if any of the commissioners from the prevailing side wished to reconsider the motion and ask for a postponement.

MOTION TO RECONSIDER: Commissioner Morgan moved, seconded by Commissioner Tautfest to request a reconsideration.

MOTION: Commissioner Morgan moved, seconded by Commissioner Tautfest to postpone action on this item until the June 13, 2022 Planning Commission meeting.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 10	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest, Venuti
Absent - 1	Gillham

**ITEM E2 – CONDITIONAL USE PERMIT
TO PERFORM BANK STABILIZATION ON A PARCEL WITHIN THE 50-FOOT HABITAT PROTECTION
DISTRICT OF THE KENAI RIVER**

PC Resolution No.	2022-22
Planning Commission Meeting:	May 23, 2022
Applicant / Owner:	Will & Becky Jahrig
KPB Parcel No.	049-011-35
Location:	922 Bridge Access Rd. City of Kenai
Legal Description:	T05N, R11W, SEC 4, S.M., KN 2020044, Kristine Sub No. 1, Lot 3

Staff report given by Samantha Lopez.

Chair Martin open the item for public comment.

Will Jahrig, Petitioner; P.O. Box 51, Kenai, AK 99611: Mr. Jahrig spoke in support of the commission approving this request and made himself available for questions.

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

MOTION: Commissioner Horton moved, seconded by Commissioner Fikes to adopt PC Resolution 2022-22, granting a conditional use permit pursuant to KPB 21.18 for the construction of a bank stabilization project within the 50-foot Habitat Protection District of the Kenai River.

Commissioner Venuti stated he thought this was an interesting project. But he had concerns on how this project could possibly negatively affect other properties downstream. He struggles to understand why folks would want to build in such an unstable area.

Commissioner Brantley noted recent imagery shows that properties on either side of this request have done bank stabilization projects. These projects might have caused some of this erosion to happen. The photo on page E-17 of the packet shows there has already been some reclamation work done with steel beams on the properties up & down stream from this one.

Commissioner Bentz stated that it is nice to see that this application has a combination of both gray and green infrastructures. Incorporating some revegetation and nature-based solutions along with traditional armoring. She noted that she will be supporting this application.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY MAJORITY VOTE:

Yes - 9	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest
No - 1	Venuti
Absent - 1	Gillham

**ITEM E3 – CONDITIONAL LAND USE PERMIT
MATERIALS PROCESSING**

PC Resolution No.	2022-21
Planning Commission Meeting:	May 23, 2022
Applicant / Owner:	Colaska Inc. - QAP
KPB Parcel No.	125-090-28
Location:	27083 Seward Hwy., Seward AK
Legal Description:	T03N, R01W, SEC 18, S.M., SW 2011016, Renfro's Lakeside Retreat No. 6, Lot 2F, Except that Portion Conveyed to State of AK DOT In WD 2017-633

Staff report given by Resource Planner Ryan Raidmae.

Chair Martin open the item for public comment.

Gina DeBardelaben, McLane Consulting; P.O. Box 468, Soldotna, AK 99669: McLane Consulting was hired by QAP – Colaska to flag the property and prepare the site development plan. She spoke in support of approving this CLUP and made herself available for questions.

Commissioner Morgan asked Ms. DeBardelaben to confirm that there are earthen berms on three sides of the property. Ms. DeBardelaben stated when the land was cleared, they built berms on the north, west and south sides of the property and that the berms are over 20-feet high.

Commissioner Bentz noted comments had been received from the public regarding the plans for this property after its' use as a staging area and asked if she could speak to this. Ms. DeBardelaben replied the plan is to restabilized the property. She cannot speak to what the landowner plans to do with the property after the restabilization.

Matt Shram, 8241 W. Wesley Drive, Wasilla, AK 99623: Mr. Shram works for QAP and is the superintendent on the Seward Hwy. MP 17-22.5 Rehabilitation Project. He noted that QAP has no immediate plans to process any materials at this site once this project is completed. He is not aware of the plan for the property once the project is finished. Most likely QAP will either sell the property or hold on to it as a staging site for future projects in the area. He stated they would only crush rock during daytime hours. However, asphalt production hours may differ due to the limitation of traffic conditions set by AK DOT. He then made himself available for questions.

Commissioner Fikes asked Mr. Shram since asphalt production may occur in the evenings, how loud would

the level of noise be. Mr. Shram replied that asphalt production is not particularly quiet. However, they will be producing about 36 tons of asphalt at this site, which at most will take approximately 2-3 weeks to produce, which will occur over the lifetime of the 3-year project. Commissioner Fikes then asked if their equipment would be using any noise reducing technologies. Mr. Shram replied that the backup alarms on their equipment only go off if they sense something behind the equipment, but no other noise reducing technologies had been installed on their equipment.

Commissioner Morgan asked Mr. Shram if they would be will to limit rock crushing to the hours of 8AM to 8PM. Mr. Shram replied that they would definitely be willing to do that.

Dawn Ernst; 27243 Seward Hwy., Seward, AK 99664: Ms. Ernst spoke in opposition to this conditional land use permit. The proposed processing site is surrounded by residential properties and she expressed concerns regarding noise, dust and visual impacts.

Jan-Ake Schultz; 13010 Sher Circle, Anchorage, AK 99516: Mr. Schultz spoke in opposition to this conditional land use permit. The proposed processing site is surrounded by residential properties and he expressed concerns regarding noise, dust and visual impacts.

Gary Glasgow, 27177 Seward Hwy., Seward, AK 99664: Mr. Glasgow spoke in opposition to this conditional land use permit. The proposed processing site is surrounded by residential properties and he expressed concerns regarding noise, dust and visual impacts. He believes that there are better locations for this type of activity.

Bonnie Frier; P.O. Box 14, Moose Pass, AK 99631: Ms. Frier spoke in opposition to this conditional land use permit. The proposed processing site is surrounded by residential properties and she expressed concerns regarding noise, dust and visual impacts.

Mark Ernst; 27243 Seward Hwy, Seward, AK 99664: Mr. Ernst spoke in opposition to this conditional land use permit. The proposed processing site is surrounded by residential properties and he expressed concerns regarding noise, dust and visual impacts.

Jay Grimes; P.O. Box 355 Seward, AK 99664: Mr. Grimes spoke in opposition to this conditional land use permit. The processing site is surrounded by residential properties and he expressed concerns regarding noise, dust and visual impacts.

Matt Shram, 8241 W. Wesley Drive, Wasilla, AK 99623: Mr. Shram noted that their will be no gravel extraction at this site. This site will be use for rock crushing and asphalt production only. While there may be some rock crushing at this site starting in the late fall of this year, the majority of the rock processing will occur during the construction season of 2023. There will be approximate one week or less of asphalt production this year and approximately 10 days in 2023.

Commissioner Fikes noted that it had been brought up that there was another parcel further down the road that could have been used for a production site. Was this lot ever considered before the purchase of this lot? Mr. Shram replied he could not answer that question as he was not involved in the bid process for the project and had no input on the selection of the production site. Commissioner Fikes then asked if reseeding the area was a part of their reclamation plan. Mr. Shram replied that yes, they are planning to reseed areas that have no rock piles, perhaps leaving a small gravel pad on the site.

Commissioner Tauffest asked Mr. Shram if there had been any measurement of noise levels. Did they know what decibel level the noise would be. Mr. Shram replied that they had not done a noise study. Commissioner Tauffest then asked if they had done any residential impact studies. Mr. Shram replied that they had not.

Commissioner Horton asked if this project was a part of the AK DOT storm water pollution plan? Mr. Shram replied that they were not, they had their own separate storm water pollution plan.

Commissioner Morgan asked when were the test wells dug for this project. Mr. Shram replied they were dug in March of this year. Commissioner Morgan asked if they had plans to drill more test wells since the water has significantly risen in the area since then. Mr. Shram replied no, not at this time since they don't have any plans to extract any materials from this site. However, they would be willing to dig more test wells

should they be required. Commissioner Morgan then noted one of the neighbors was concerned because their well was within 100 feet of the site's parking area and asked what are they doing to address this type of concern. Mr. Shram stated that on the side of the property where the office and parking area is located, they decided to leave a larger buffer area of over 150 feet.

Chair Martin asked Mr. Shram to restate their voluntary condition. Mr. Shram replied that rock crushing would only occur between the hours of 8AM to 8PM. He then noted that he could not guarantee that asphalt production would only occur during those hours due to DOT restrictions.

Commissioner Stutzer noted there was a request that there not be any rock crushing on weekend. Would the rock crushing be done 7 days a week? Mr. Shram replied that there might be some production on the weekends due to the short construction season in Alaska. They could not guarantee there would not be rock crushing or asphalt production on the weekends.

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

MOTION: Commissioner Brantley moved, seconded by Commissioner Horton, to adopt PC Resolution 2022-21, granting approval of a conditional land use permit to operate a sand, gravel or material site for a parcel described as Township 3 North, Range 1 East, Section 18, Seward Meridian, SW 2011-016, Renfro's Lakeside Retreat No. 6, Lot 2F, except that portion conveyed to the State of Alaska Department of Transportation in WD 2017-633, Seward Recording District. Adding the voluntary condition that rock processing only occurs between the hours of 8AM to 8PM.

Commissioner Stutzer noted concerns expressed by the public tonight are worthy of consideration. He noted that they are happy about the improvements to the highway. The improvements necessitate a site like this. He agrees that there are issues with putting a site like this in the middle of a residential area. He noted he is on the fence regarding approval of this permit because this site will have a heavy visual and noise impacts on the neighboring properties.

Commissioner Tautfest stated that she has concerns about noise and air pollution related to this permit and she doesn't think these types of sites belong in the middle of residential areas. She wondered if the commission could require any impact studies. She then noted that she too is on the fence about approving this permit.

Commissioner Brantley noted that the commission does not have the authority to impose requirements such as impact studies. The commission is required to follow code and code has limits as to what can be required for permits. In his opinion the 20-foot berms around this property and other things done by the applicant have done a lot to minimize visual and sound impacts. The big hold up for him was the hours of operation related to crushing rock and the applicant has agreed to limit those activities to between 8AM to 8PM. He will be supporting this request.

Commissioner Fikes stated that she agrees with Commissioner Brantley. She understands that the area residents don't want this in their back yard. At the end of the day, the borough zoning in this area allows for this type of site. She believes that the standards in code have been met in this particular case and she will be voting to approve this permit.

Commissioner Venuti stated here is another conditional land use permit that the neighbors don't like. He understands where the neighboring landowners are coming from. He would not like a gravel site next door or even close to him. This would not happen to him because he lives in an area that has zoning that prohibits material sites. He would encourage the area residents to look at local option zoning. R1 zoning would prohibit land uses like material sites. He believes that the borough should promote local option zoning so there would be fewer land conflicts like this.

Commissioner Morgan stated this is a difficult decision for her as well. She lives in a similar type of area. It is sad to see land cleared of older trees. She believed there were poor decisions made along the way before it came to this point. She feels bad about that, but understands the commission does not have a lot of control over that. She was pleased that the applicant agreed to the voluntary condition of limiting the hours for rock crushing. She still feels bad that there is not more the commission can do.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 10	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest, Venuti
Absent - 1	Gillham

ITEM E4 – ORDINANCE 2022-14

AUTHORIZING THE SALE OF CERTAIN PARCELS OF BOROUGH-OWNED LAND BY LIVE OUTCRY AUCTION FOLLOWED BY A SUBSEQUENT ONLINE-ONLY AUCTION LAND SALE

Staff report given by Land Management Agent Aaron Hughes.

Chair Martin open the item for public comment. See and hearing no one wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Brantley moved, seconded by Commissioner Fikes to forward to the Assembly a recommendation to adopt Ordinance 2022-14, authorizing the sale of certain parcels of borough-owned land by live outcry auction followed by a subsequent online-only land sale.

Commissioner Morgan noted that the Moose Pass APC requested that parcels 125-160-05 & 125-160-07 be pulled from the land sale. The area residents are interested in pursuing a LOZD and would like these lots to be zoned before the sale.

AMENDMENT MOTION: Commissioner Morgan moved, seconded by Commissioner Horton to recommend removing parcels 125-160-05 & 125-160-07 from the land sale ordinance.

Hearing no objection or further discussion, the motion was carried by the following vote:

AMENDMENT MOTION PASSED BY UNANIMOUS VOTE:

Yes - 10	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest, Venuti
Absent - 1	Gillham

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED AS AMENDED BY UNANIMOUS VOTE:

Yes - 10	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest, Venuti
Absent - 1	Gillham

ITEM E5 – RESOLUTION 2022-XX

CLASSIFYING AND RECLASSIFYING CERTAIN BOROUGH-MANAGED LAND IN THE MOOSE PASS AREA

Staff report given by Land Management Officer Marcus Mueller.

Commissioner Stutzer asked staff if the corridor areas highlighted in yellow on the map on page E5-28 are the only lands being classified/reclassified as utility/transportation. Mr. Mueller replied that is correct, and the corridor areas amount to approximately 13.3 acres

Commissioner Horton asked staff if the Iditarod Trail in this area was managed by borough of the state. Mr. Mueller replied that the historic Iditarod Trail is a commemorative trail and is in the process of being developed and while some sections of the trail have been developed other have not. The Chugach National Forest is the agency overseeing this project. The landowners of the parcels that the trail runs through are Chugach National Forest, the State of Alaska and the Kenai Peninsula Borough.

Chair Martin open the item for public comment.

Mike Salzetti, Manager of Fuel Supply & Renewable Energy Development, HEA; 280 Airport Way, Kenai, AK 99669: Mr. Salzetti spoke to the history of this project and the project development plans. He requested that the commission recommend adopting the resolution.

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

MOTION: Commissioner Brantley moved, seconded by Commissioner Commission Fikes to forward to the Assembly a recommendation to adopt Resolution 2022-XX, classifying & reclassifying certain borough-managed land in the Moose Pass area.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY MAJORITY VOTE:

Yes - 9	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Stutzer, Tautfest, Venuti
No - 1	Morgan
Absent - 1	Gillham

AGENDA ITEM F. PLAT COMMITTEE REPORT

Commissioner Brantley reported the plat committee reviewed ten plats, granted preliminary approval to nine, and one plat was postponed.

AGENDA ITEM G.

1. Plat Committee – June 13, 2022
 - Commissioner Venuti
 - Commissioner Brantley
 - Commissioner Hooper
 - Commissioner Martin

AGENDA ITEM H. PUBLIC COMMENT/PRESENTATIONS

Chair Martin asked if there was anyone from the public who would like to comment on anything not appearing on the agenda. No one wished to comment.

AGENDA ITEM I. DIRECTOR'S COMMENTS

Planning Director Ruffner reviewed his director's report with the commission.

AGENDA ITEM J. COMMISSIONER COMMENTS

Commissioner Stutzer informed the commission that he will not be able to attend the June 13, 2022 Planning Commission meeting as he will be out of the country.

AGENDA ITEM K. ADJOURNMENT

Commissioner Brantley moved to adjourn the meeting 9:42 PM.

Ann E. Shirnberg
Administrative Assistant

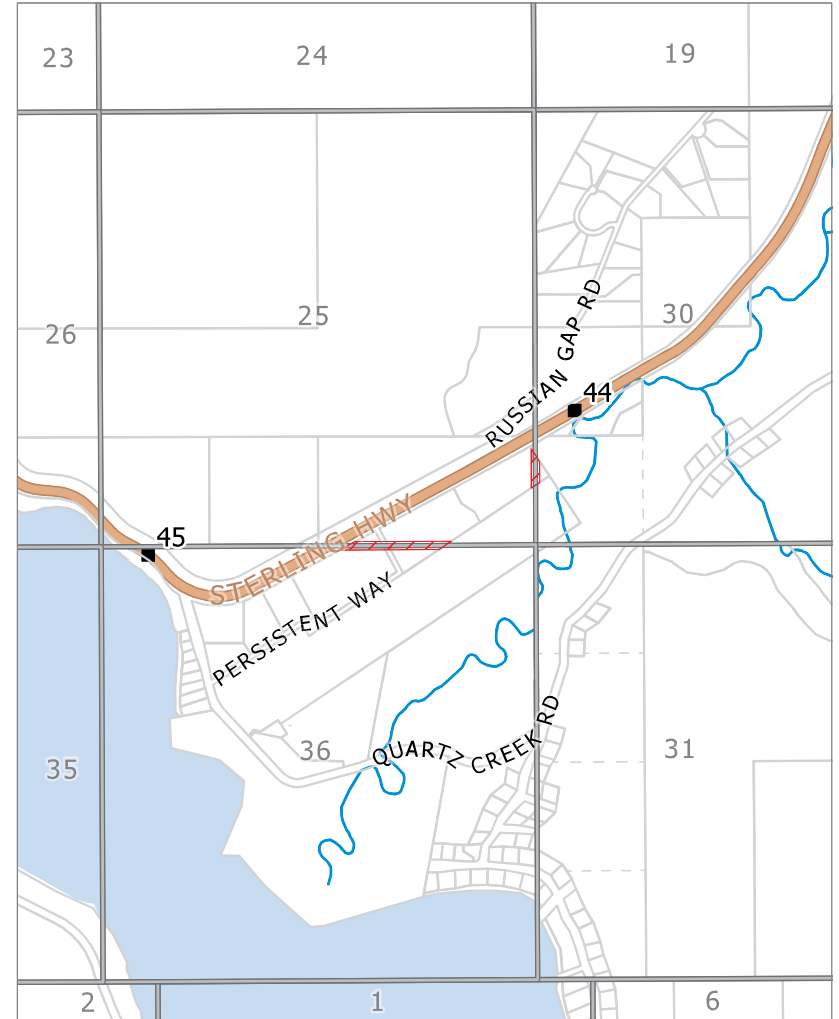
E. NEW BUSINESS

1. Section Line Easement Vacation; KPB File 2022-060V

Vacate the section line easements associated with Tracts A, B & C of Quartz Creek Subdivision Plat SW 94-11

PINs: 119-124-17, 119-124-18 & 119124-19

**Petitioner(s)/Landowner(s): Three Bears of Alaska & KPB
Cooper Landing Area**



KPB File # 2022-060V
S25 T05N R02W
S30 T05N R02W
S36 T05N R03W
Cooper Landing



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

LEGEND:

- 3 1/4" ALUM. CAP MONUMENT BLM 1986 FOUND
- 2 1/2" ALUM. CAP MONUMENT LS5152 2000 FOUND
- 3 1/4" ALUM. CAP MONUMENT 1928-S 1992 FOUND
- 2 1/2" ALUM. CAP MONUMENT 4469-S 2003 FOUND
- 5/8" REBAR w/ 2" ALUM. CAP MCLANE 1994 FOUND
- 5/8" REBAR w/ PLASTIC CAP LS8859 SET
- RECORD DATUM PLAT 2004-9 KRD

North

CERTIFICATE of ACCEPTANCE

THE UNDERSIGNED OFFICIAL IDENTIFIED BY NAME AND TITLE IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE KENAI PENINSULA BOROUGH FOR PUBLIC USES AND FOR PUBLIC PURPOSES THE REAL PROPERTY TO BE DEDICATED BY THIS PLAT INCLUDING EASEMENTS, RIGHTS-OF-WAY, ALLEYS, AND OTHER PUBLIC AREAS SHOWN ON THIS PLAT IDENTIFIED AS FOLLOWS: OUTFITTERS WAY DEDICATION. THE ACCEPTANCE OF LANDS FOR PUBLIC USE OR PUBLIC PURPOSE DOES NOT OBLIGATE THE PUBLIC OR ANY OTHER GOVERNING BODY TO CONSTRUCT, OPERATE, OR MAINTAIN IMPROVEMENTS.

AUTHORIZED OFFICIAL
KENAI PENINSULA BOROUGH

DATE

SW 2005-10
Tract I

SW 2005-10
Tract J

Sterling Highway
ROW information from Alaska Department of Transportation and Public Facilities right-of-way base map project number 0212015/Z530140000 pages 26 and 27 of 33.

Tract B1
24.238 Ac.

SW 93-8
Tract B

Tract C1
14.444 Ac.

SW 2005-14
Tract D2

SW 2005-14
Tract D1



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and the dimensions and other details are correct.

Date

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF

KENAI PENINSULA BOROUGH

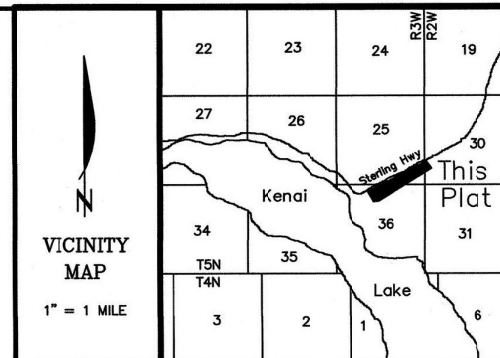
AUTHORIZED OFFICIAL

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	29°59'58"	170.00'	89.01'	45.55'	88.00'	S71°30'44" W

LINE	BEARING	DISTANCE
L1	N72°01'32" E	345.53'
L2	S86°30'42" W	131.71'
L3	N61°55'50" E	116.51'
L4	S27°35'00" E	126.44'
L5	N56°13'41" W	190.16'
L6	N28°15'26" W	142.48'

NOTES:

- Basis of bearing taken from Russian Gap Subdivision 2004 Addition, Plat 2004-9, Seward Recording District.
- Building Setback-A setback of 20 feet is required from all street Rights-of-Way unless a lesser standard is approved by resolution by the appropriate Planning Commission.
- Covenants, conditions, and restrictions which affect this subdivision are recorded in Book 90 Page 831 Seward Recording District. The borough will not enforce private covenants, easements, or deed restrictions per KPB 21.44.080.
- An easement between the Kenai Peninsula Borough and Pixie A. Smith is recorded in Book 90 Page 833 Seward Recording District.
- Roads must meet the design and construction standards established by the Borough in order to be considered for certification and inclusion in the Borough road maintenance program.
- This property is subject to a reservation of easement for highway purposes, and any assignments or uses thereof for recreational, utility or other purposes, as disclosed by Public Land Order No. 601, dated August 10, 1949; and amended by Public Land Order Number No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 7, 1958; Department of the Interior Order Number 2665, dated October 16, 1951, Amendment Number 1 thereto, dated July 17, 1952 and Amendment Number 2 thereto, dated September 15, 1956, filed in the Federal Register.
- No private access to State maintained ROW's permitted unless approved by the State of Alaska Department of Transportation.
- An easement for electrical lines or system and/or telephone lines which affects a portion of Tract A, granted to Chugach Electric Association, Inc. is recorded as serial number 2004-000989-0, Seward Recording District.
- Front 10 feet adjacent to right-of-ways and 20 feet within 5 feet of the side lot lines is a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- WASTEWATER DISPOSAL: These lots are at least 200,000 square feet and conditions may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.



CERTIFICATE of OWNERSHIP and DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE KENAI PENINSULA BOROUGH IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, AND ON BEHALF OF THE KENAI PENINSULA BOROUGH, I HEREBY ADOPT THIS PLAN OF SUBDIVISION, AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND GRANT ALL EASEMENTS TO THE USE SHOWN.

CHARLIE PIERCE, MAYOR
KENAI PENINSULA BOROUGH
144 N BINKLEY STREET
SOLDOTNA, ALASKA 99669
TRACTS A AND C

CERTIFICATE of OWNERSHIP and DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THREE BEAR ALASKA INC IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, AND ON BEHALF OF THREE BEAR ALASKA INC, I HEREBY ADOPT THIS PLAN OF SUBDIVISION, AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND GRANT ALL EASEMENTS TO THE USE SHOWN.

DAVID A. WEISZ, PRESIDENT/CEO
THREE BEARS ALASKA INC
445 N. PITTMAN ROAD, SUITE B
WASILLA, ALASKA 99623
Tract B

NOTARY'S ACKNOWLEDGEMENT

FOR
ACKNOWLEDGED BEFORE ME THIS DAY OF 20

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES

NOTARY'S ACKNOWLEDGEMENT

FOR
ACKNOWLEDGED BEFORE ME THIS DAY OF 20

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES

KPB FILE No.

Quartz Creek Subdivision Outfitters Way Replat and Section Line Easement Vacation

A resubdivision of Tracts A, B, and C, Quartz Creek Subdivision Plat 94-11, Seward Recording District.

Located within the SW 1/4 Section 30, T5N, R2W, the SE 1/4 Section 25 and the N 1/2 Section 36, T5N, R3W, S.M., Kenai Peninsula Borough, Alaska.

Containing 40.040 Ac.

Surveyor
Segesser Surveys
30485 Rosland St.
Soldotna, AK 99669
(907) 262-3909

Owners
Three Bears Alaska Inc
Kenai Peninsula Bor. 445 N Pittman Rd.
144 N Binkley St. Suite B
Soldotna, AK 99669 Wasilla, AK 99623

JOB NO. 22031 DRAWN: 4-27-22
SURVEYED: March, 2022 SCALE: 1"=200'
FIELD BOOK: 22-1 SHEET: 1 of 1

KPB 2022-060V

AGENDA ITEM E. NEW BUSINESS

**ITEM 1 - SECTION LINE EASEMENT VACATION
VACATE SECTION LINE EASEMENTS ASSOCIATED WITH TRACTS A, B, AND C OF QUARTZ CREEK
SUBDIVISION PLAT NO SW 94-11**

KPB File No.	2022-060V
Planning Commission Meeting:	June 13, 2022
Applicant / Owner:	Three Bears Alaska Inc of Wasilla, AK and Kenai Peninsula Borough of Soldotna, AK
Surveyor:	John Segesser / Segesser Surveys
General Location:	Cooper Landing / Cooper Landing APC
Legal Description:	50 foot section line easements associated with the SW1/4 Section 30, Township 5 North, Range 2 West, SE1/4 Section 25 and the N1/2 Section 36, Township 5 North, Range 3 West

STAFF REPORT

This is a rescheduled item that was originally heard at the May 23, 2022 meeting. A motion to postpone was granted to allow additional time for the Cooper Landing APC to review and comment. New recommendations from the Cooper Landing APC were not available when the staff report was prepared. Minutes or recommendations will be included in the desk packet.

The postponement was date specific and all parties of record and owners were notified of the date change. The public hearing notice was published in the June 1, 2022 issue of the Seward Journal as part of the Commission's tentative agenda.

Below is the staff report as prepared for the May 23, 2022 meeting. Any changes will be underlined.

Specific Request / Purpose as stated in the petition: Vacate the section line easement.

Notification: Public notice appeared in the May 11, 2022 issue of the Seward Journal as a separate ad. The public hearing notice was published in the May 18, 2022 issue of the Seward Journal as part of the Commission's tentative agenda.

The public notice was posted on the Planning Commission bulletin board at the Kenai Peninsula Borough George A. Navarre Administration building. Additional notices were mailed to the following with the request to be posted for public viewing.

Library of Cooper Landing

Post Office of Cooper Landing

Two certified mailings were sent to owners of property within 300 feet of the proposed vacation. Zero receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to one owner within 600 feet of the proposed vacation.

Twenty notifications were emailed to agencies and interested parties as shown below;

State of Alaska Dept. of Fish and Game
State of Alaska DNR
State of Alaska DOT
State of Alaska DNR Forestry
Cooper Landing Advisory Planning Commission

Emergency Services of Cooper Landing
Kenai Peninsula Borough Land Management
Alaska Communication Systems (ACS)
ENSTAR Natural Gas
General Communications Inc, (GCI)

Legal Access (existing and proposed): This is a petition to vacate section line easements that cross through existing lots. The lots are located along the Sterling Highway between miles 44 and 45. A 60 foot wide right-of-way dedication is between Tracts B and C, this is considered a portion of Persistent Way. The other portion of Persistent Way is varying in width and is not constructed and provides additional access off Quartz Creek Road, a state maintained right-of-way.

The vacation of the section line easement will not change the existing access for the Tracts. All three tracts currently have Sterling Highway frontage with Tracts B and C having access from Persistent Way. A 100 foot public pedestrian access easement exists between Tract A and Tract B. It is centered on a creek that is the shared lot line between the tracts. The creek is a managed anadromous unnamed stream.

The section line easements are not developed for access. Lots surrounding this area have access from the Sterling Highway, Persistent Way, Quartz Creek Road or other available section line easements.

The block in the area is not complete due to an airstrip to the south, limiting interesections with the Sterling Highway, and the location of Quartz Creek and various creeks and streams off Quartz Creek. The section line easements help provide closed northern blocks but they exceed allowable limits.

Comments from State of Alaska DOT were to reference previous emails. They are within the packet for review. Staff did not find any objection comments to the vacation of the section line easements. The comments will also be presented to the Plat Committee for review of the plat design.

KPB Roads Dept. comments	Out of Jurisdiction: No Roads Director: Uhlin, Dil Comments: No comments
SOA DOT comments	Please see attached email comments that were submitted separately from the Sterling Highway 45-60 project team to Marcus Mueller.

Site Investigation: There are areas within the Tracts and within the proposed vacation area that contain low wet areas that are categorized as Kettle. The land is relatively flat with no steep contours present.

An anadromous creek is between Tracts A and B. The plat that finalizes the vacations will be required to have the proper plat notes and depictions in place.

KPB River Center review	A. Floodplain Reviewer: Carver, Nancy Floodplain Status: Not within flood hazard area Comments: No comments B. Habitat Protection Reviewer: Aldridge, Morgan Habitat Protection District Status: IS totally or partially within HPD Comments: KPB\maldrige C. State Parks Reviewer: Russell, Pam Comments: No Comments
State of Alaska Fish and Game	No objections

Staff Analysis: This land was federal land as shown on the US BLM section plat recorded September 28, 1992. The section line between Section 25 and Section 36 is depicted as a protracted section line, meaning the survey markers were not set for the section line. The property was transferred to the State of Alaska and then subdivided by Alaska State Land Survey 92-22, Plat SW 93-8. The plat contained the plat note "All parcels of land owned by the State of Alaska, located within 50.00 feet of, or bisected by a surveyed section line, are subject to a 50 foot (50') easement, each side of the section line, which is reserved to the State of Alaska for public highways under A.S. 19.10.010."

The borough acquired Tract A, ASLS 92-22 and further subdivided the land as shown on Quartz Creek Subdivision, Plat SW 94-11. Tract A of Quartz Creek Subdivision, Plat SW 94-11, is subject to a 100 foot wide section line easement within the eastern portion of the lot. Tracts B and C of Quartz Creek Subdivision, Plat SW 94-11, are also subject to 100 foot wide section line easements that run east-west through the lots.

The ownership of Tract B has changed several times and is currently owned by Three Bears Alaska, Inc. They are wishing to construct a store on the lot but are limited due to the location of the section line easements. The ownership of Tracts A and B is still the Kenai Peninsula Borough.

A petition to vacate the section line easements within Tract B was heard and approved by the Kenai Peninsula Borough Planning Commission on September 14, 2020. The Kenai Peninsula Borough Assembly consented to the vacation at their October 13, 2020 meeting. Some issues arose at the state level about the plan in place. Three Bears Alaska has been working with the State and the Borough and are now seeking approval that includes additional section line easements to be vacated. If approved this will be forwarded to the Assembly to consent or veto the vacation. The final approval of the vacations will rest with the State of Alaska DNR.

A plat has been submitted and is scheduled for review by the Plat Committee on May 23, 2022. This hearing is to only discuss the section line easement vacation. The overall proposal is to dedicate a right-of-way to provide a frontage road and to reduce and remove some existing conservation easements. More information regarding the dedications and conservations easements will be discussed at the Plat Committee meeting. The creation of the conservation easements was done by Ordinance. Any alterations or removal of those conservation easements may be discussed at the Plat Committee meeting but any formal action will require an Ordinance that will be presented to the Planning Commission for recommendations to the Assembly.

If approval is granted for the vacation, **staff recommends** the approval for the vacation be four years to allow ample time to work with the State of Alaska DNR on the section line easement vacations.

20.65.050 – Action on vacation application

- D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:
1. The right-of-way or public easement to be vacated is being used;
Staff comments: The easements do not appear to be in use
 2. A road is impossible or impractical to construct, and alternative access has been provided;
Staff comments: All lots in the area of other access
 3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
Staff comments: An airstrip is located to the south and large acreage lots are in the area with smaller lots having access from State maintained Quartz Creek Road.

4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
Staff comments: A creek is in the area that will continue to have an easement along it. Quartz Creek is in the area but other access routes are available.
5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;
Staff comments: All lots will continue to have access.
6. Other public access, other than general road use, exist or are feasible for the right-of-way;
Staff comments: The location of the easements on the tracts limit development.
7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.
Staff comments: Requested easements from providers will be required.
8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.
Staff comments:

A KPB Planning Commission decision denying a vacation application is final. A KPB Planning Commission decision to approve the vacation application is subject to consent or veto by the KPB Assembly, or City Council if located within City boundaries. The KPB Assembly, or City Council must hear the vacation within thirty days of the Planning Commission decision.

If approved the Kenai Peninsula Borough Assembly will hear the vacation at the July 5, 2022 meeting.

If approved, the plat Quartz Creek Subdivision Outfitters Way Replat will finalize the proposed section line easement vacations. The Plat Committee is scheduled to review the plat on May 23, 2022. This was postponed and is scheduled for the June 13, 2022 Plat Committee meeting.

KPB department / agency review:

Planner	Reviewer: Raidmae, Ryan There are not any Local Option Zoning District issues with this proposed plat. Material Site Comments: There are not any material site issues with this proposed plat.
Code Compliance	Reviewer: Ogren, Eric Comments: No comments
Addressing	Reviewer: Haws, Derek Affected Addresses: 21919 STERLING HWY 21971 STERLING HWY 21949 STERLING HWY Existing Street Names are Correct: Yes List of Correct Street Names: STERLING HWY PERSISTANT WAY Existing Street Name Corrections Needed:

	<p>All New Street Names are Approved: Yes</p> <p>List of Approved Street Names: OUTFITTERS WAY</p> <p>List of Street Names Denied:</p> <p>Comments: 21919 STERLING HWY and 21949 STERLING HWY will be deleted and replaced with OUTFITTERS WAY addresses.</p>
Assessing	<p>Reviewer: Wilcox, Adeena</p> <p>Comments: No comment</p>
Advisory Planning Commission	No comments noted regarding the vacation of the section line easement vacations. Minutes are attached for review.

Utility provider review:

HEA	Not within HEA service area.
ENSTAR	No comments or recommendations.
ACS	This is not an ACS service area. No objections
GCI	Approved as shown
SEWARD ELECTRIC	
CHUGACH ELECTRIC	
TELALASKA	

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(D) as outlined by Staff comments, Staff recommends **APPROVAL** as petitioned, subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
3. Grant utility easements requested by the utility providers.
4. Submittal of a final plat within a timeframe such that the plat can be recorded within four years of vacation consent (KPB 20.70.130).

KPB 20.65.050 – Action on vacation application

H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.

I. Upon approval of the vacation request by the planning commission and no veto by the city council or

Page 5 of 6

assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.

- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

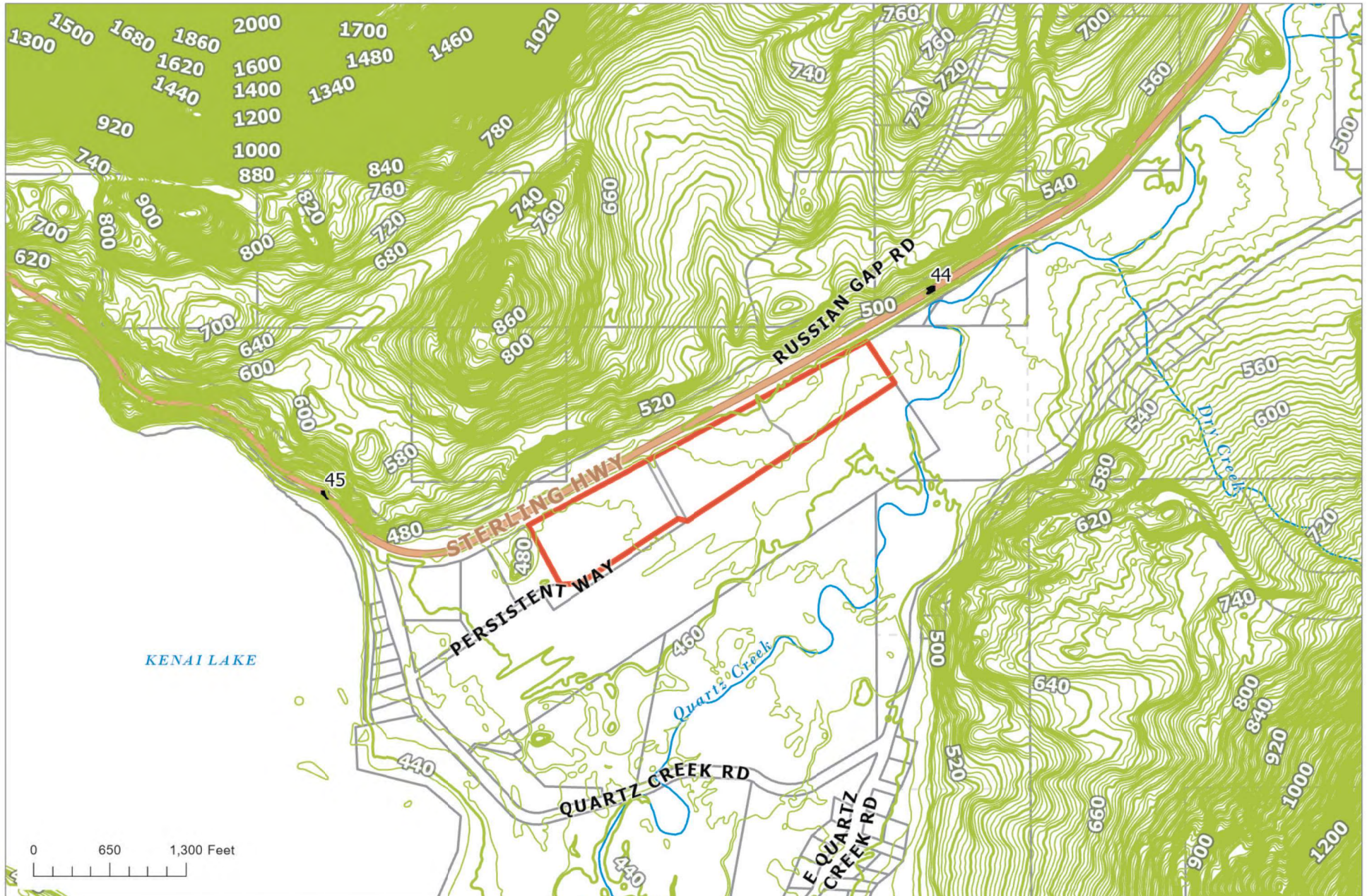
Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *Focus Area: Transportation*
 - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

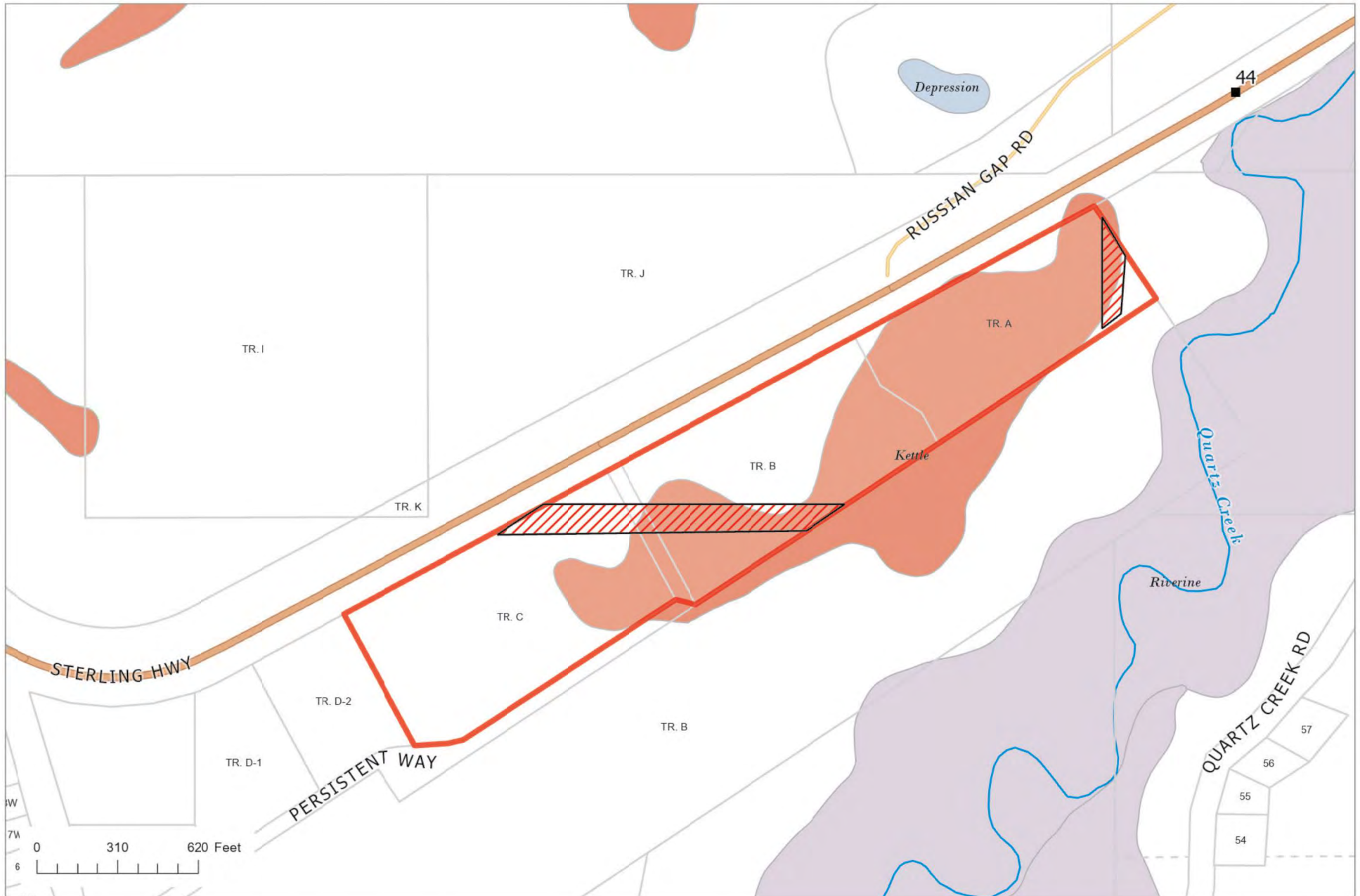
END OF STAFF REPORT



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



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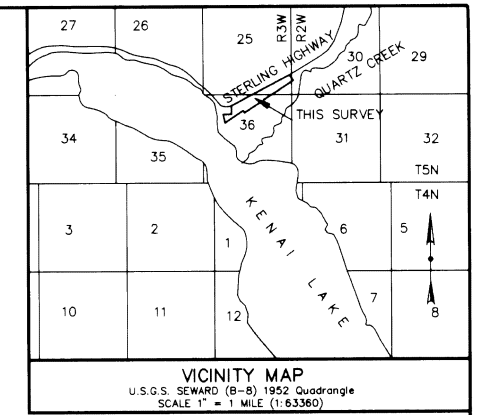
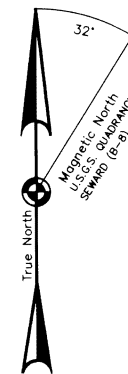
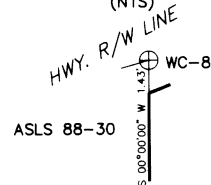
CURVE TABLE

LOT	CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C/L Highway	C1	818.38'	1070.80'	627.60'	996.03'	S 80°40'29" E	74°58'04"
R/W Highway	C2	918.38'	131.45'	65.84'	131.34'	N 65°56'31" E	08°12'03"
TRACT C	C3	170.00'	89.01'	45.55'	88.00'	N 71°23'36" E	30°00'00"
TRACT D	C4	230.00'	120.43'	61.63'	119.06'	N 71°23'36" E	30°00'00"
CL 60' R/W	C5	200.00'	104.72'	53.59'	103.53'	N 71°23'36" E	30°00'00"
CL 60' R/W	C6	200.00'	104.72'	53.59'	103.53'	N 71°23'36" E	30°00'00"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 27°51'10" E	194.13'
L2	N 56°29'51" W	190.16'
L3	S 28°31'36" E	135.53'
L4	N 86°23'36" E	60.84'
L5	N 33°36'24" W	154.17'
L6	N 11°51'21" W	32.30'
L7	N 11°51'21" W	32.30'
L8	N 56°23'36" E	24.00'
L9	S 56°23'36" W	93.22'
L10	N 61°47'15" E	117.02'
L11	N 61°47'15" E	74.50'

Detail "A"
(NTS)



LEGEND

- ⊕ PRIMARY MONUMENT RECOVERED THIS SURVEY
- SECONDARY MONUMENT RECOVERED THIS SURVEY
- ⊞ AK DOT & PF 6" x 6" CONC. R/W MONUMENT RECOVERED THIS SURVEY
- ⊙ PRIMARY MONUMENT SET THIS SURVEY
- ⦿ SECONDARY MONUMENT SET THIS SURVEY
- 1/2" REBAR WITH PLASTIC CAP.

NOTES

- 1) Water supply and sewage disposal systems shall be permitted only in conformance with applicable requirements of 18 AAC 70, 18 AAC 72, and 18 AAC 80.
- 2) No direct access to state maintained ROWS permitted unless approved by State of Alaska Department of Transportation.
- 3) No permanent structure shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
- 4) BUILDING SET BACK - A building set back of 20 ft. is required from all street rights-of-way unless a lesser standard is approved by resolution of the appropriate Planning Commission.

WASTEWATER DISPOSAL TRACTS A,B,C & D

Wastewater treatment and disposal systems must meet the regulatory requirements of the Alaska Department of Environmental Conservation.

The Alaska Department of Environmental Conservation approves this subdivision for platting.

TRACT E

Soil conditions, water table levels, and soil slopes in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems serving single-family or duplex residences and meeting the regulatory requirements of the Alaska Department of Environmental Conservation. Any other type of wastewater treatment and disposal system must be approved by the Alaska Department of Environmental Conservation.

Subject to any noted restrictions, the Alaska Department of Environmental Conservation approves this subdivision for platting.

Signature: Donald E. Gilman Title: Mayor Date: 3-23-94

PLAT APPROVAL

This plat was approved by the KENAI PENINSULA BOROUGH PLANNING COMMISSION at the meeting of

December 13, 1993.

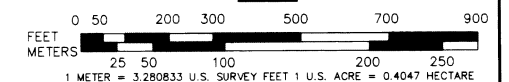
KENAI PENINSULA BOROUGH by

Signature: Donald E. Gilman Authorized Official



94-11
RECORDED
SEWARD REC. DIST. 20
DATE 5/5 19 94
TIME 3:34 P.M.
REQUESTED BY: McLANE & ASSOC.
ADDRESS: P.O. BOX 468
SOLDOTNA, AK 99669

SCALE



NOTARY'S ACKNOWLEDGEMENT

FOR: RICHARD A. LEPIEVRE

Subscribed and sworn before me this

18TH day of APRIL, 1994.

My commission expires 12-10-96

Signature: Ronald Morales
Notary Public for the State of Alaska



CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the real property shown and described hereon and we hereby adopt this plan of subdivision and by our free consent dedicate all rights-of-way and public areas to public use and grant all easements to the use shown.

Signature: Donald E. Gilman
Donald E. Gilman, Mayor Kenai Peninsula Borough

Signature: DKM
Director, Division of Land, State of Alaska

NOTARY'S ACKNOWLEDGEMENT

FOR: Donald E. Gilman

Subscribed and sworn before me this

23rd day of March, 1994.

My commission expires 7/22/92

Signature: Bonnie J. O'Neil
Notary Public for the State of Alaska



QUARTZ CREEK SUBDIVISION (A Resubdivision of Tract A ASLS 92-22)

KENAI PENINSULA BOROUGH, OWNER

144 N. Binkley

Soldotna, AK 99669

LOCATION

58.814 AC. M/L WITHIN UNSURVEYED SEC. 30, T. 5 N.,

R. 2 W., AND UNSURVEYED SEC.'S 25 & 36, T. 5 N.,

R. 3 W., S.M., AK, THE KENAI PENINSULA BOROUGH IN

SEWARD RECORDING DISTRICT.

Surveyed by: McLANE & ASSOCIATES

P.O. BOX 468

Soldotna, AK 99669

Date: Nov. 29, 1993

Book No.: 92-08

Project No.: 922018p

Drawn by: MSM

Scale 1" = 200'

KPB File No. 93-185

Quainton, Madeleine

From: Keiner, Robert (DOT) <bob.keiner@alaska.gov>
Sent: Tuesday, May 10, 2022 3:40 PM
To: Quainton, Madeleine
Cc: Eaton, Belinda L (DOT)
Subject: <EXTERNAL-SENDER>RE: PLAT REVIEW FOR May 23, 2022 MEETING: Plat Review State Group; GCI; Enstar; HEA; ACS
Attachments: RE: Quartz Creek Subdivision Preliminary Design

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.

Madeleine,

The SOA Central Region Right of Way (ROW) Engineering section has reviewed the following plats for interpretation of any existing State ROW. We are not including comments on any possible concerns from a planning, design, safety, or traffic position. Plats not mentioned below are not on the State road system, therefore no comment was made.

Wales Subdivision, KPB File 2022-061 – The ROW for Sterling Highway is generally as shown on sheet 15 of 38 of State of Alaska Right of Way Plat F-021-1(2) and appears to be shown correctly.

Mott's Subdivision 2022 Addition, KPB File 2022-059 – The ROW for Gaswell Road is as shown on previous plats 2000-67 & 2018-62, and appears to be shown correctly.

Quartz Creek Subdivision Outfitters Way Replat & Section Line Easement Vacation, KPB File 2022-060 – Please see attached email comments that were submitted separately from the Sterling Highway 45-60 project team to Marcus Mueller as well.

Thank you for the opportunity to review these plats.

Bob Keiner, P.L.S.

ROW Engineering Supervisor
Central Region DOT/PF
Work: (907) 269-0713

From: Quainton, Madeleine <mquainton@kpb.us>
Sent: Tuesday, May 3, 2022 9:30 AM
To: Byron Jackson <byron.jackson@acsalaska.com>; Marsengill, Dale <DMarsengill@HomerElectric.com>; ENSTAR ROW <row@enstarnaturalgas.com>; Biloon, Joselyn (DOT) <joselyn.biloon@alaska.gov>; Keiner, Robert (DOT) <bob.keiner@alaska.gov>; 'ospdesign@gci.com' <ospdesign@gci.com>; Percy, Colton T (DFG) <colton.percy@alaska.gov>; 'Huff, Scott' <shuff@HomerElectric.com>
Cc: 'Zubeck, Brad' <BZubeck@HomerElectric.com>
Subject: PLAT REVIEW FOR May 23, 2022 MEETING: Plat Review State Group; GCI; Enstar; HEA; ACS

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Attached are the plats to be reviewed for the **May 23, 2022** meeting.

- Tulchina Pointe Estates 2022 Replat KPB 2022-023 (New design)
- Kenai Meadows Addition No 1 KPB 2022-035
- Bailey Estates Karpik Rice Replat KPB 2022-038
- King's Creek 2022 Replat KPB 2022-056
- Lower Cohoe Subdivision Tracts 1 Thru 7 KPB 2022-057
- Morning Panorama Subdivision #2 KPB 2022-058
- Mott's Subdivision 2022 Addition KPB 2022-059
- Quartz Creek Subdivision Outfitters Way Replat KPB 2022-060
- Wales Subdivision KPB 2022-061

Please provide comments by **May 11, 2022** to ensure the comments will be included in a preliminary plat staff report.

Preliminary plat comments will be accepted until the 1:00 p.m. Friday before the meeting date.

Madeleine Quainton

Platting Technician

Planning Department

Ph: (907) 714-2207

Fx: (907) 714-2378

KENAI PENINSULA BOROUGH
144 North Binkley Street
Seldovia, Alaska 99686



Quinton, Madeleine

From: Ferguson, Cynthia L (DOT) <cynthia.ferguson@alaska.gov>
Sent: Tuesday, May 10, 2022 1:11 PM
To: Mueller, Marcus
Cc: 'seggy@ptialaska.net'; Baski, Sean M (DOT); Keiner, Robert (DOT); Sowerwine, James E (DOT); Simpson, Danika L (DOT); Thomas, Scott E (DOT); Kastner, Lorraine S (DOT); Talbert, Alvin H (DOT); Drake, Alan L (DOT); Tymick, Jonathan J (DOT); Lance Debernardi
Subject: RE: Quartz Creek Subdivision Preliminary Design
Attachments: EOP Frontage Rd Alternative with KPB Prelim Plat (2022-05-04).pdf; RE: Quartz Creek Subdivision Preliminary Design

Hi Marcus-

Please see the attached comments from the Sterling Hwy MP 45 to 60 team and Scott Thomas, CR Traffic Safety Engineer. I would also like to add a request for the addition of utility easements.

DOT&PF supports the preliminary plat to dedicate a frontage road along Quartz Creek Sub Tracts A, B & C for highway safety and for local KPB community Planning and circulation. This preliminary plat provides more public access and circulation options including resolving Russian Gap Road in the long term. Without it, the community will have fewer options and be more limited for internal circulation.

Thank you for the opportunity to comment.

Cynthia Ferguson, P.E., TS&U Chief
Alaska DOT&PF, Central Region Traffic, Safety, and Utilities Section
4111 Aviation Ave, Anchorage, AK 99519
Phone: 907.269.0693 | email: cynthia.ferguson@alaska.gov

"Keep Alaska Moving through service and infrastructure."

From: Mueller, Marcus <MMueller@kpb.us>
Sent: Friday, April 29, 2022 12:59 PM
To: Ferguson, Cynthia L (DOT) <cynthia.ferguson@alaska.gov>
Cc: 'seggy@ptialaska.net' <seggy@ptialaska.net>
Subject: Quartz Creek Subdivision Preliminary Design

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cynthia,

Attached is a copy of the Preliminary Plat to dedicate frontage road along Quartz Creek Sub Tracts A, B & C.

Review is requested particularly to determine if any dimensional adjustments are needed to fit with roadway, intersection, and safety designs.

Regards,

Marcus A Mueller
Land Management Officer
Geographic Information Systems Manager
Kenai Peninsula Borough
907.714.2204
mmueller@kpb.us

From: Quainton, Madeleine
Sent: Friday, April 29, 2022 12:50 PM
To: Mueller, Marcus <MMueller@kpb.us>
Subject: Quartz Creek Subdivision Preliminary Design

Marcus,

Please let me know if you need any other documents from the file.

Thank you,

Madeleine Quainton
Platting Technician
Planning Department
Ph: (907) 714-2207
Fx: (907) 714-2378

KENAI PENINSULA BOROUGH
144 North Binkley Street
Seldovia, Alaska 99669



Quainton, Madeleine

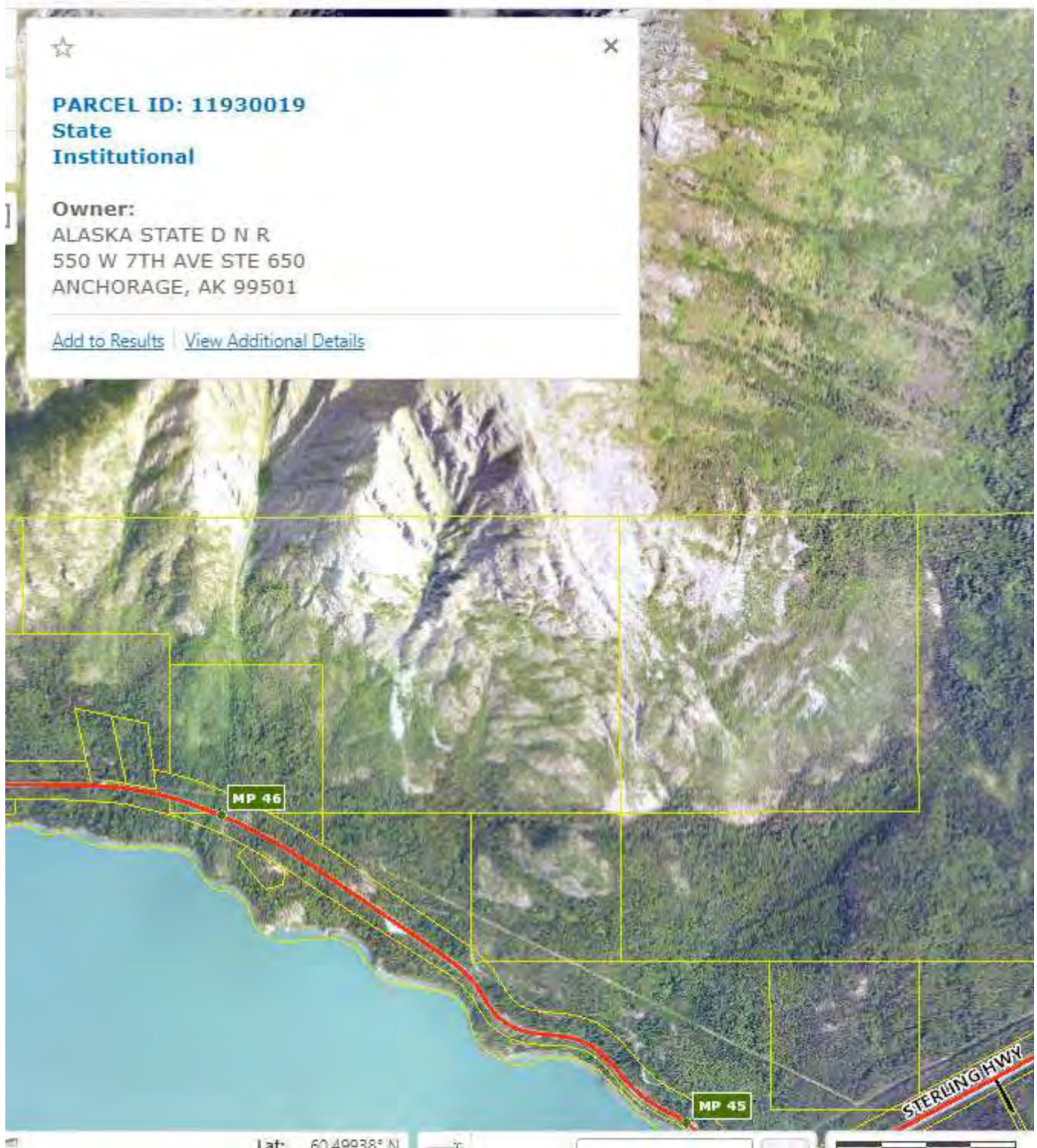
From: Thomas, Scott E (DOT) <scott.thomas@alaska.gov>
Sent: Friday, April 29, 2022 2:31 PM
To: Ferguson, Cynthia L (DOT)
Subject: RE: Quartz Creek Subdivision Preliminary Design

Follow Up Flag: Follow up
Flag Status: Flagged

1. Is it clear Outfitters Way extends across Lot C1?
I see it is drawn out. But not dimensioned like the other lots as it is broken by Persistent Way.
2. Minor edit. I see no conservation easements. I'm ok with that. The 100' Public Access Easement – is that still pedestrian only? Not a big concern – as it has a creek in it. As drawn it appears to wrap around the South lot boundary , when it really doesn't.
3. Check? Some easements are recorded on Books – are they are they all drawn too? Do we need to check for conflicts with Book easements?
4. Issue for later? I see more KPB lands and then the rest is DNR to the east. I think we are doing enough with these parcels and Russian Gap Road.

To the north KPB has one large parcel not well suited to Russian Gap Road – can we raise the issue in later meetings, separately, that KPB needs to think about how to get to the Russian Gap Rd LT bay, as I show in red? That is for some other day – I thought it was all USFS to the east. But its not to the NE.
Then it's all DNR after that.

Scott



From: Ferguson, Cynthia L (DOT) <cynthia.ferguson@alaska.gov>

Sent: Friday, April 29, 2022 2:12 PM

To: Vanderwood, Randy D (DOT) <randy.vanderwood@alaska.gov>; Simpson, Danika L (DOT) <danika.simpson@alaska.gov>; Thomas, Scott E (DOT) <scott.thomas@alaska.gov>; Biloan, Joselyn (DOT) <joselyn.biloan@alaska.gov>; Tymick, Jonathan J (DOT) <jonathan.tymick@alaska.gov>; Baski, Sean M (DOT) <sean.baski@alaska.gov>; Reese, Jill (DOT) <jill.reese@alaska.gov>; McCarthy, Shannon K (DOT) <shannon.mccarthy@alaska.gov>; Lance Debernardi <ldebernardi@rmconsult.com>; Talbert, Alvin H (DOT)

<alvin.talbert@alaska.gov>

Subject: Quartz Creek Subdivision Preliminary Design

Hi All-

Please see attached drawing and highlighted request from Marcus below. Please send me any comments so I can consolidate them and send them to Marcus.

Cynthia Ferguson, P.E., TS&U Chief

Alaska DOT&PF, Central Region Traffic, Safety, and Utilities Section

4111 Aviation Ave, Anchorage, AK 99519

Phone: 907.269.0693 | email: cynthia.ferguson@alaska.gov

“Keep Alaska Moving through service and infrastructure.”

From: Mueller, Marcus <MMueller@kpb.us>

Sent: Friday, April 29, 2022 12:59 PM

To: Ferguson, Cynthia L (DOT) <cynthia.ferguson@alaska.gov>

Cc: 'seggy@ptialaska.net' <seggy@ptialaska.net>

Subject: Quartz Creek Subdivision Preliminary Design

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Cynthia,

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Review is requested particularly to determine if any dimensional adjustments are needed to fit with roadway, intersection, and safety designs.

Regards,

Marcus A Mueller

Land Management Officer

Geographic Information Systems Manager

Kenai Peninsula Borough

907.714.2204

mmueller@kpb.us

From: Quainton, Madeleine

Sent: Friday, April 29, 2022 12:50 PM

To: Mueller, Marcus <MMueller@kpb.us>

Subject: Quartz Creek Subdivision Preliminary Design

Marcus,

Please let me know if you need any other documents from the file.

Thank you,

Madeleine Quainton

Platting Technician

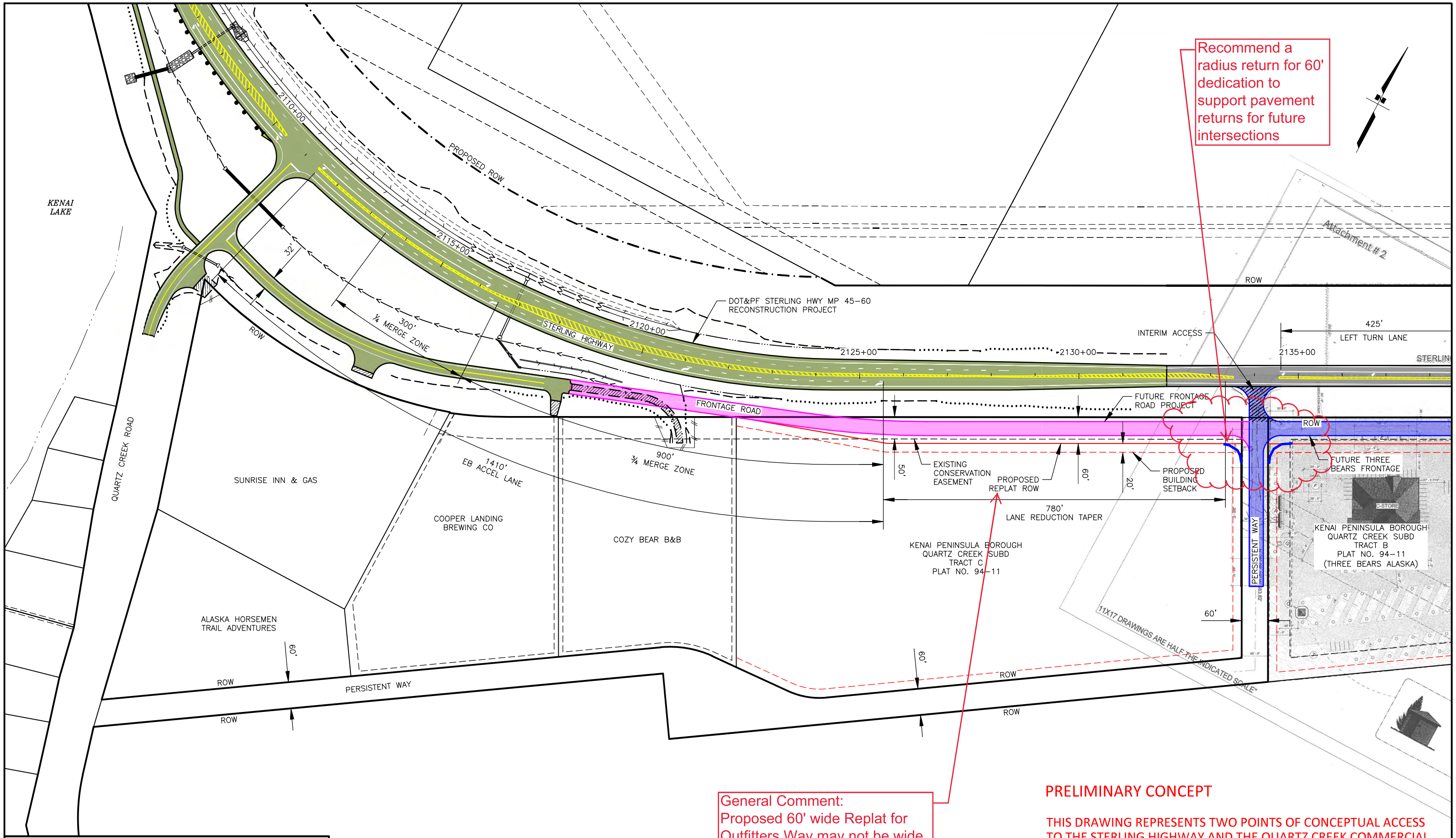
Planning Department

Ph: (907) 714-2207

Fx: (907) 714-2378

KENAI PENINSULA BOROUGH
144 North Binkley Street
Soldotna, Alaska 99669

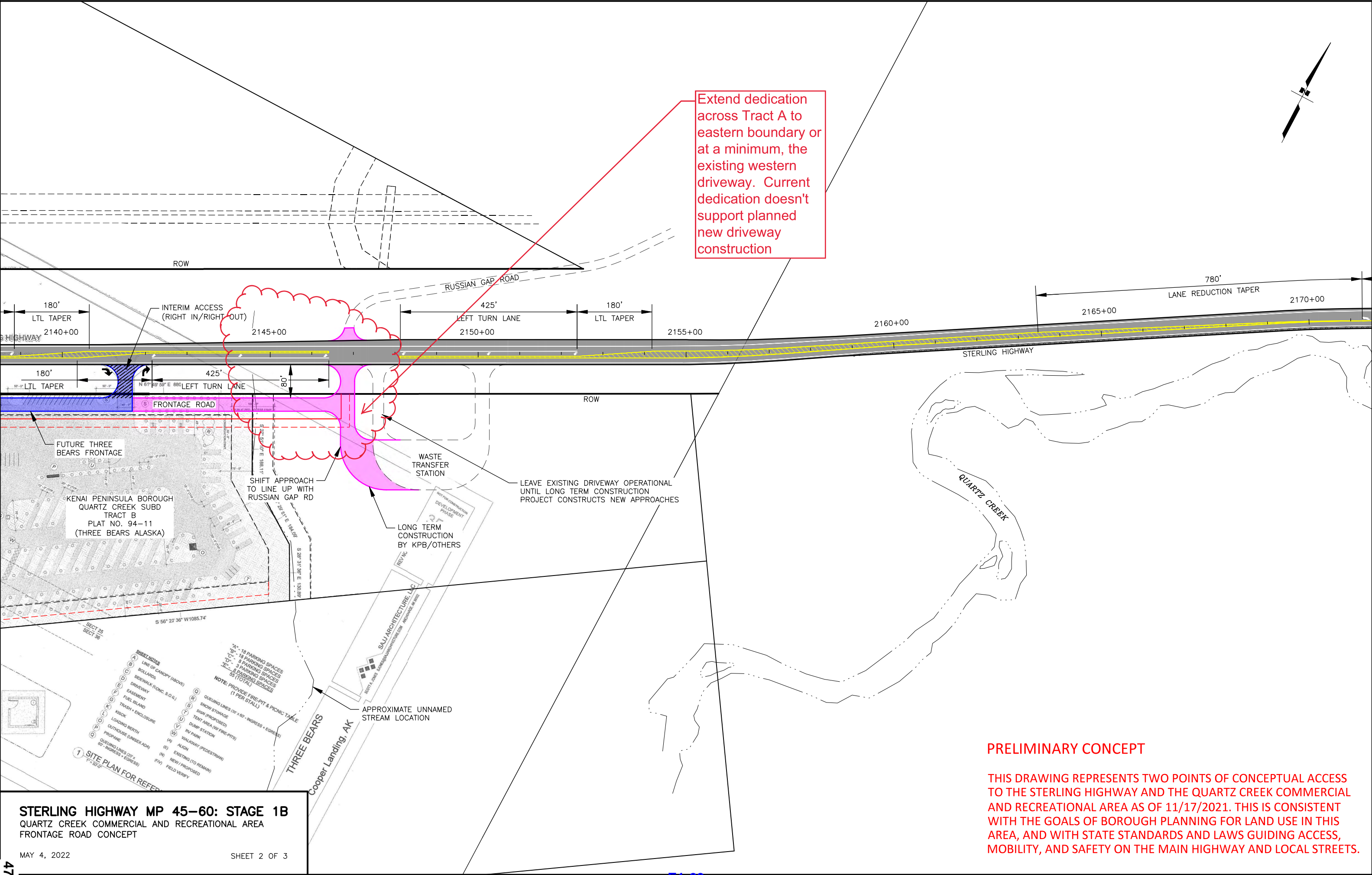


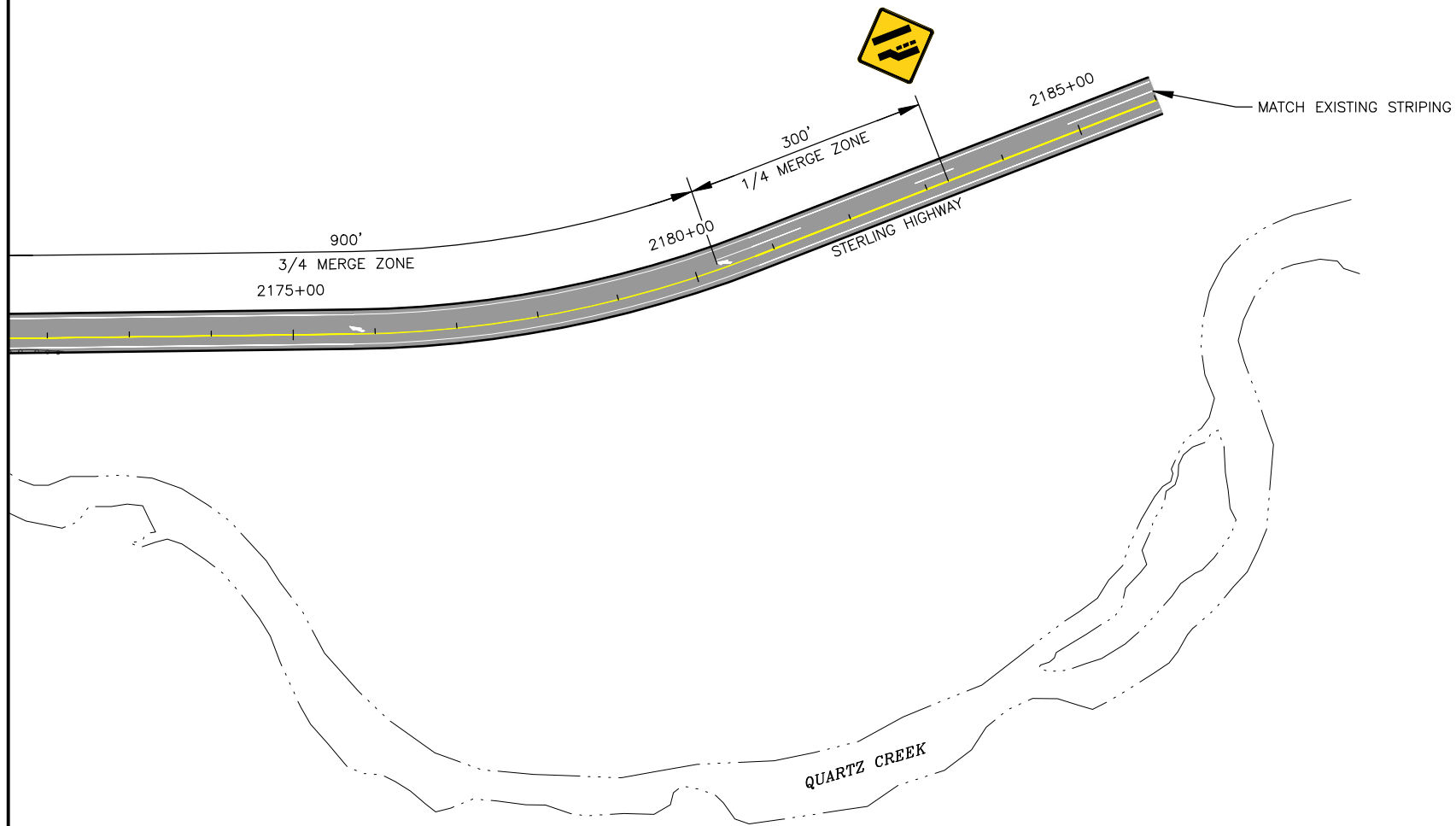
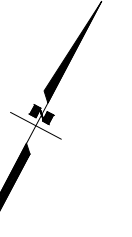


STERLING HIGHWAY MP 45-60: STAGE 1B
QUARTZ CREEK COMMERCIAL AND RECREATIONAL AREA
FRONTAGE ROAD CONCEPT

MAY 4, 2022

SHEET 1 OF 3





PRELIMINARY CONCEPT

THIS DRAWING REPRESENTS TWO POINTS OF CONCEPTUAL ACCESS TO THE STERLING HIGHWAY AND THE QUARTZ CREEK COMMERCIAL AND RECREATIONAL AREA AS OF 11/17/2021. THIS IS CONSISTENT WITH THE GOALS OF BOROUGH PLANNING FOR LAND USE IN THIS AREA, AND WITH STATE STANDARDS AND LAWS GUIDING ACCESS, MOBILITY, AND SAFETY ON THE MAIN HIGHWAY AND LOCAL STREETS.

STERLING HIGHWAY MP 45-60: STAGE 1B
QUARTZ CREEK COMMERCIAL AND RECREATIONAL AREA
FRONTAGE ROAD CONCEPT

MAY 4, 2022

SHEET 3 OF 3

COOPER LANDING ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: ZOOM TELECONFERENCE
WEDNESDAY, MAY 04, 2022
6:00 PM
UNAPPROVED MINUTES

1. CALL TO ORDER – 6:00 pm
2. ROLL CALL – J. Cadieux, K. Recken, Y. Galbraith, C. Degernes, L. Johnson, D. Story present. H. Harrison excused absent.
 - a. Nancy Carver; Kenai River Center, Jonathan Tymick ADOT&PF, Marcus Mueller; KPB Land Management, Aaron Hughes; KPB Land Management, Dakota Truitt; KPB Land Management, Alice Rademacher, Carol Fox, Rhonda Lynn, Phil Weber, Jerry Fox, Kim Neis, Jerry Neis, Virginia Morgan attending.
3. APPROVAL OF AGENDA – C. Degernes moves to approve the agenda as amended. L. Johnson seconds. All approve.
4. APPROVAL OF MINUTES for April 06, 2022 - This items was mistakenly skipped and will be addressed at the June 8 meeting.
5. CORRESPONDENCE - none
6. PUBLIC COMMENT/PRESENTATION WITHOUT PREVIOUS NOTICE – none
7. REPORT FROM BOROUGH
 - a. DOT&PF Sterling Hwy MP 45-60 Project report and questions/answers. Jonathan Tymick, PE, Project Manager, AKDOT&PF.
 - i. Lane closures at MP 58 for blasting were successful. There will be other closures to be determined at a future date.
 - ii. Open house was successful.
 - iii. Construction is finally happening on the pioneer roads. There will be a temporary cul-de-sac on Langille Road for emergency vehicles.
 - iv. There will be more publicly available firewood this year so stay tuned.
 - b. No KPB report other than those items in the agenda
8. OLD BUSINESS - none

- applied for and others are still being sought but all is in process and none yet confirmed.
- b. M. Mueller explained the framework this ordinance provides is the same whether it is a timber sale or a service contract.
8. Y. Galbraith moved to recommend approval of the ordinance with the amended language for Whereas #12. L. Johnson seconds.
- a. The modification of the language is as follows:
“Whereas, treatments will establish, preserve, and regulate logging infrastructure such as roads, resource management access, and recreational trails, along with methods to close out temporary forest access; and”
- iv. D. Story suggested the modification of the language of Whereas 15 to read, “...forest management sale reports designed for a given unit may exceed the standards of the Alaska Forest Resource and Practices Act, and should in areas determined to be sensitive, susceptible to damage, and in need of additional protection; and”
- 1. Y. Galbraith agreed to the amended motion to include the modified language for Whereas #15 as well as #12 as proposed.
 - 2. All approved, motion passed.
 - 3. C. Degernes said she appreciates the work of KPB staff members on this important project.
- d. Permit for floodplain action Drift Worldwide, Inc.
- i. After group discussion of the structure type, location, and adequacy of the onsite septic, C. Degernes moves to recommend approval of the permit for construction of the structures. Y. Galbraith seconds. D. Story recuses. All approve. Motion passes.
- e. Ordinance 2021-19-51 Land Trust Fund monies for investigation and land planning in Unit 395
- i. Respect is the firm that has been selected and the ordinance is asking the land trust for monies to fund the investigation and land planning in Unit 395.
 - 1. C. Degernes moves to support the ordinance as written. L. Johnson seconds. All approve. Motion passes.

10. PLAT REVIEW

- a. Plat Preliminary 2022-060 Outfitters Way replat
 - i. M. Mueller explained that this plat is to lay out the right-of-way for a frontage road extending to the waste transfer site. It was brought by DOT to limit the accesses to the highway. The traffic safety team at DOT has been involved with this frontage road to bring the traffic from Quartz Creek Rd. and improve the turning safety to Russian Gap Rd. It would remove access to the highway

- from Persistence Way and reduce the driveways at the KPB waste transfer site to just the one across from Russian Gap Rd.
- ii. Conservation easement on the plat goes across Tracts A and B. Tract B also has a conservation easement that surrounds the tract. In the ordinance that authorized the sale to Sherman Smith it created that 50' easement. The KPB is trying to figure out the mechanics of unwinding the conservation easements to 25' on two of the sides and subsequently an action to modify the deed.
 - iii. On the plat the Outfitters Way frontage road would lay over the existing conservation easement on the north side of the tracts and the remaining conservation easements would be reduced from 50' to 25'.
 - iv. K. Recken asked for confirmation that the frontage road would extend from the parking lot of the Sunrise Inn to the transfer site with no conservation easements.
 - 1. M. Mueller explained that that is correct.
 - v. J. Cadieux asked if it is because there is not enough room for both the conservation easement and the frontage road.
 - 1. M. Mueller said that they occupy the same location.
 - vi. V. Morgan asked where she could access the plat.
 - 1. J. Cadieux said the CLAPC had only gotten this information yesterday.
 - 2. N. Carver confirmed that the plat is up for review at the May 23, 2022 Planning Commission Meeting. Comments are due May 11th.
 - vii. J. Tymick shared a graphic to help explain.
 - 1. He said that the Three Bears access congests the MP 45-60 project and this proposed project may help with access and the Russian Gap turning lane.
 - viii. J. Neiss said that one of the issues with the transfer station is that we get a lot of non-residents dumping and this layout would help reduce that.
 - 1. K. Recken clarified that the plans show that the highway access to the transfer station will still be preserved so it would not prevent the non-resident dumping.
 - ix. J. Tymick said that the conservation easement being reclassified started with the DOT's belief that a frontage road is in the best interest of the project.
 - x. J. Cadeiux said that the community had a series of meetings that fielded many comments saying that a frontage road was not desirable but that a compromise had been achieved to allow a frontage road as far as the Cozy Bear property then the road would pass through Tract C and on to Tract B.
 - xi. L. Johnson asked whether the reduction of the greenbelt would continue down to Tract D.

1. M. Mueller said this would not alter Tract D's conservation easement.
- xii. J. Cadieux asked if the conservation easement would be vacated on the other boundaries of Tract B to allow the new owner to use more of the land. M. Mueller indicated that was so though the 50' conservation easement would remain next to the parcel's boundary with Dena'ina Creek, an anadromous stream.
- xiii. K. Recken asked why the frontage road couldn't go on the same alignment as on Tract D and if it was just because Three Bears doesn't want the conservation agreement that we approved during their initial plat request. J. Tymick referred back to the drawing showing the space available along Tracts C and B would require elimination of the conservation easement to make way for the frontage road.
- xiv. J. Cadieux said that it seems like if we are not having access to the highway why can't we return to the plans we spent so much time at previous CLAPC meetings with KPB and a hired design professional.
 1. J. Tymick said that the proposed frontage road is intended to stay within the DOT right of way and not mean DOT would need to take possession of the maintenance of the frontage road.
 2. J. Cadieux asked that since the planning process of Tract C involved notable community effort over multiple meetings, can the original planning for Tract C be on the table or has it been abandoned and we have to give up our green space.
 - a. M. Mueller indicated it might be possible.
- xv. D. Story said that the timing of this information is hard to support since it is just being presented and the community was not informed via draft agenda that this change was proposed.
- xvi. J. Cadieux asked if this is something that needs to happen right now.
 1. M. Mueller said that from his standpoint in land management there is not a time crunch but the platting process does have a statutory timeframe.
- xvii. C. Degernes said that one of the biggest benefits to the community is DOT's willingness to provide safe ingress and egress to Russian Gap Rd. but that the loss of the 50' treed buffer is a big deal. C. Degernes said that a hybrid might be that there is a spur road from the transfer site side to Tract B but the 50' buffer remains and the frontage road across Tracts C and B from Quartz Creek runs south of the 50' buffer.
- xviii. J. Cadieux said that she also supports the improvement to the ingress/egress.
- xix. D. Story said that the resistance to a frontage road at the entry to our community seemed to come from the desire to keep it from

feeling like a strip mall. He said that the Brewery's treatment of the 50' conservation easement seemed like a good compromise with the need for a business to be seen and maintaining greenspace that ties the community to the land management intent.

- xx. L. Johnson said she agreed with D. Story
- xxi. K. Recken said that the importance of the conservation easement is considerable for the community.
- xxii. C. Degernes said that another possible compromise is to move the frontage road further in. The businesses get more access and the community retains the buffer. They lose some of the usable area of their property but maintain the easements that are a part of their property. Right now it seems like Three Bears doesn't lose much while the community does.
- xxiii. D. Story said that in this short discussion we have already had several ideas for compromise or change and we are the only ones in the community that know that this is a discussion. He said that it seems like our obligation is to make sure the community has more opportunity for input.
- xxiv. V. Morgan speaking, not as a Planning Commission member but as a community member, said this should be brought before the community.
- xxv. R. Lynn asked whether it can be withdrawn from the May 23rd Planning Commission Meeting.
 - 1. M. Mueller said that he would consult the platting specialist for KPB and find out more about bringing this up for the June CLAPC meeting.
- xxvi. D. Story moves to recommend disapproval of the plat as presented and recommend for extended time for public review and comment regarding the design options. L. Johnson seconds. All approve. Motion passes.

11. INFORMATION and ANNOUNCEMENTS

- a. Ordinance 2022-07 Re-Appportionment of Board of Education
 - i. V. Morgan said that this is a part of a regular review of the districts and their populations. She explained that there are generally two options for changes which are presented with the review. In this case it is a 9 district option and an 11 district options. She said that the conceptual maps presented in the voting pamphlets are just that and after the vote the KPB will make the actual map based on the census blocks. She said this is also for the assembly districts and that there is a cost increase with an 11 district model and that the 11 district model is what was recommended by the committee.
- b. The new Planning Department Director is Robert Ruffner.

12. COMMISSIONER'S COMMENTS

Chair Martin asked if anyone wished to speak to any of the items on the consent agenda. Hearing no one wishing to comment he asked Ms. Shirnberg to read into the record the consent agenda items.

MOTION: Commissioner Brantley moved, seconded by Commissioner Tautfest to approve the consent and regular agendas.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 10	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest, Venuti
Absent - 1	Gillham

AGENDA ITEM E. NEW BUSINESS

**ITEM E1 - SECTION LINE EASEMENT VACATION
VACATE SECTION LINE EASEMENTS ASSOCIATED WITH TRACTS A, B, AND C OF QUARTZ
CREEK SUBDIVISION PLAT NO SW 94-11**

KPB File No.	2022-060V
Planning Commission Meeting:	May 23, 2022
Applicant / Owner:	Three Bears Alaska Inc of Wasilla, AK and Kenai Peninsula Borough of Soldotna, AK
Surveyor:	John Segesser / Segesser Surveys
General Location:	Cooper Landing / Cooper Landing APC
Legal Description:	50-foot section line easements associated with the SW1/4 Section 30, Township 5 North, Range 2 West, SE1/4 Section 25 and the N1/2 Section 36, Township 5 North, Range 3 West

Staff report was given by Platting Specialist Julie Hindman.

Chair Martin open the item for public comment.

Marcus Mueller, KPB Land Management Officer: Mr. Mueller spoke as a representative of the Kenai Peninsula Borough who is the landowner of Tracts A & C of Quartz Creek Subdivision. He stated that he supports staff's recommendations. He then made himself available for any questions.

Commissioner Morgan asked if the Cooper Landing APC had the opportunity to review this vacation. She reviewed the minutes from the most recent APC meeting and doesn't see any recommendation on this item. Mr. Mueller replied that he had attended the last APC meeting and doesn't know how the plat information was presented. He doesn't remember the item being discussed at this meeting. Commissioner Morgan stated that she had attended this meeting and the APC was not given any information on this vacation. She is not sure that they were aware that this section line easement vacation was coming up.

Dan Steiner, Steiner Design & Construction LLC: 5900 W. Dewberry Dr., Wasilla, AK 99623: Mr. Steiner is the civil engineer hired by Three Bears to work on this project. Mr. Steiner asked if he was correct in understanding that the section line easement on Tract B had already been approved. Ms. Hindman replied that it initially had been approved at the borough level, but had been denied at the state level. What is before the commission tonight is a new petition to vacate the section line easements on Tracts A, B & C.

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

MOTION: Commissioner Venuti moved, seconded by Commissioner Fikes to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65, subject to staff recommendations and compliance with borough code.

Commissioner Morgan stated that she does not feel comfortable supporting this request at this time. She does not feel that the public process worked well. The petition was not reviewed or discussed by the

Cooper Landing APC. Because this is a quasi-judicial matter, she did not speak with anyone regarding this issue. She did not want to put herself in a position of not being able to vote on this matter. She feels like she is lacking information because of the lack of public process in Cooper Landing. She will not be voting in favor of this petition.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION FAILED BY MAJORITY VOTE:

Yes - 4	Bentz, Brantley, Martin, Stutzer
No - 6	Fikes, Hooper, Horton, Morgan, Tautfest, Venuti
Absent - 1	Gillham

Ms. Hindman reminded the commission that a denial of a vacation means no other action can be taken. A new application with additional information would need to be provided in order for this to be heard within the next year.

Chair Martin stated that Commissioner Morgan made a great point, but he did not believe the intent of the commission was to push this application out for a year. He asked if any of the commissioners from the prevailing side wished to reconsider the motion and ask for a postponement.

MOTION TO RECONSIDER: Commissioner Morgan moved, seconded by Commissioner Tautfest to request a reconsideration.

MOTION: Commissioner Morgan moved, seconded by Commissioner Tautfest to postpone action on this item until the June 13, 2022 Planning Commission meeting.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 10	Bentz, Brantley, Fikes, Hooper, Horton, Martin, Morgan, Stutzer, Tautfest, Venuti
Absent - 1	Gillham

**ITEM E2 – CONDITIONAL USE PERMIT
TO PERFORM BANK STABILIZATION ON A PARCEL WITHIN THE 50-FOOT HABITAT PROTECTION
DISTRICT OF THE KENAI RIVER**

PC Resolution No.	2022-22
Planning Commission Meeting:	May 23, 2022
Applicant / Owner:	Will & Becky Jahrig
KPB Parcel No.	049-011-35
Location:	922 Bridge Access Rd. City of Kenai
Legal Description:	T05N, R11W, SEC 4, S.M., KN 2020044, Kristine Sub No. 1, Lot 3

Staff report given by Samantha Lopez.

Chair Martin open the item for public comment.

Will Jahrig, Petitioner; P.O. Box 51, Kenai, AK 99611: Mr. Jahrig spoke in support of the commission approving this request and made himself available for questions.

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

MOTION: Commissioner Horton moved, seconded by Commissioner Fikes to adopt PC Resolution 2022-22, granting a conditional use permit pursuant to KPB 21.18 for the construction of a bank stabilization project within the 50-foot Habitat Protection District of the Kenai River.

DESK PACKET ITEMS

(Items received after the publishing of the meeting packet on 6/7/22)

- 1. Section Line Easement Vacation; KPB File 2022-060V
Vacate the section line easements associated with Tracts A, B & C of Quartz
Creek Subdivision Plat SW 94-11
PINs: 119-124-17, 119-124-18 & 119124-19
Petitioner(s)/Landowner(s): Three Bears of Alaska & KPB
Cooper Landing Area**

**COOPER LANDING ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: ZOOM TELECONFERENCE OR
COOPER LANDING COMMUNITY HALL
WEDNESDAY, JUNE 08, 2022
6:00 PM
UNAPPROVED MINUTES**

1. CALL TO ORDER – 6:00pm
2. ROLL CALL
 - a. J. Cadieux, H. Harrison, Y. Galbriath, D. Story, C. Degernes, L. Johnson, K. Recken , present
 - b. Zoom Attendees: Phil Weber, Heather Pearson, Rachel Mundy, Jerry Fox, Rhonda Lynn, Steve Mierop, Alan, Tommy Gossard, Nancy Carver, Alice Rademacher (HDR Public Involvement Coordinator), DOT P&F Staff: Sean Baski, Jonathan Tymick Construction Project Manager, Scott Thomas (DOT P&F Traffic and Safety Engineer, Plat reviewer), Alvin Talbert, Alan, and Virginia Morgan
 - c. Attendees at hall: Ryan Marlow, Vince Beltrami, Kim Neis, Jerry Neis, Dan Steiner (SDCS, LLC Civil Engineer for Three Bears), Robert Ruffner (KPB Planning Director), Representative Ben Carpenter, Kendra Broussard (Staff to Rep. Carpenter)
3. APPROVAL OF AGENDA – L. Johnson moves to approve as amended, H. Harrison seconds. All approve by roll call vote.
4. APPROVAL OF MINUTES for April 06, 2022 and May 04, 2022
 - a. L. Johnson moves to approve the April 6 minutes. D. Story seconds. All approve by roll call vote.
 - b. Y. Galbraith moves to approve the May 4 minutes as amended by the edits of Virginia Morgan. L. Johnson seconds. H. Harrison abstains due to absence. All others approve.
5. CORRESPONDENCE
 - a. Emailed letter to KPB Planning Department, Land Management from Kim and Jerry Neis copied to CLAPC read into record.
 - b. Letter from Jon James read into record.
6. PUBLIC COMMENT/PRESENTATION WITHOUT PREVIOUS NOTICE
 - a. Kim Neis presented an update on the Snug Harbor parcel 119.110.19 and submitted written comments for record.

- a. Replat 2022-060 Preliminary Plat Quartz Creek Subdivision, Outfitters Way, Tracts C and B (Three Bears)
 - i. R. Ruffner introduced the plat.
 - ii. N. Carver displayed the plat via Zoom.
 - iii. R. Ruffner said there are a certain number of days by statute to take action on a plat.
 - 1. At the last Planning Commission meeting the KPB 2022-060 there was a little bit of confusion with the notes for which sites would be vacated.
 - 2. The conceptual extended frontage road providing access to Tracts B and C (beyond the previously planned frontage access for businesses as far as Tract D2) that the DOT is interested in pursuing because of the Russian Gap turn and for egress and ingress for all the tracts.
 - 3. The other thing that the people are interested in is the conservation easement that the frontage road would be going through.
 - 4. He said, one of the things the KPB is trying to help accommodate is the construction of the frontage road including a 30' greenbelt and trail setback but not all the way to Dena'ina Creek.
 - 5. He said there is currently a 50' conservation easement on all sides of the tract.
 - 6. This proposed concept would create a 60' frontage road, 30' greenbelt, and 10' utility easement, taking about 100' away from usable space in Tracts C and B.
 - 7. K. Recken said she is unclear whether R. Ruffner is talking about vacating Persistence Way. R. Ruffner said that he is talking about removing the 50' conservation easement on parts of Tract B.
 - 8. The 100' that would be used in this proposed concept is not available for their [Three Bears] development because it would be tied up in the needs on the front of the property.
 - 9. C. Degernes said that it looked like there was a 10' easement on the back side and wondered about that.
 - a. Dan Steiner, the civil engineer for Three Bears said they may want to keep that but for other green space.
 - 10. J. Cadieux said that she understood that the current road alignment would be used for the frontage road Quartz Creek Rd in front of Sunrise and Tracts D1 and D2 and would not take property from those tracts. and asked for clarification.
 - a. J. Tymick confirmed that is the case.
 - b. S. Baski clarified that most of the land for the proposed frontage road concept would be coming

from DOT right-of-way with only sliver acquisitions of private property.

- i. J. Cadieux asked for an explanation of “sliver acquisitions”.
 1. S. Baski explained they are anything that leaves the parcel within compliance of minimum size requirements of the local jurisdiction which could be up to 40’. He said that it is meant to be a smaller amount but he tries to present the full extent of possibilities to manage expectations.
11. J. Cadieux said that if the 40’ were taken off of the D1 or D2 it would be 40’ of the 50’ of greenspace of those properties if the frontage road stops at Cozy Bear.
12. J. Cadieux asked whether the land for the frontage road would be coming from on Tracts C and B.
 - S. Baski said there is no design right now, only conceptual sketches. That said, for Tracts B and C the road would need to be entirely on those tracts to avoid pushing the roadway design which would need to account for commercial size traffic turning radius etc. into to the highway interface.
 - a. R. Ruffner said that the 30’ greenbelt proposal would come out of tracts C and B.
13. The KPB conceptual design was presented on Zoom which shows that there is a 30’ green-strip that is at the top [Sterling Hwy side] of those parcels while the 60’ frontage road would be on the non-highway side of the green-strip.
14. K. Neis asked whether the frontage road would go all the way to the transfer site.
 - a. S. Baski said that the DOT would use MP 45-60 dollars to construct up to Persistent Way and then anything further would be picked up by other projects.
15. S. Thomas is the traffic engineer and technical advisor for DOT who deals with safety. He said that the two descriptions are different. In work with highway crashes, he sees and hears a series of concerns about safety with each of these parcels and the [MP 45-60] project. Under this proposal the passing lane would have to go away and there would be turn lanes added in the existing footprint of the highway’s current three lanes. He recommended we look at it past the proposed project.

16. J. Neis asked S. Thomas about how many people go through the Girdwood interchange with a turn lane and wonders why we can't give turn lane access to these areas.
 - a. S. Thomas said that Girdwood is a part of a safety corridor with many driveways and there are crashes there enough that DOT is considering an interchange there.
 - b. He continued that the DOT is trying to separate high speed and low speed uses.
 - c. He said that in every part of our road systems with multiple driveways and old geometry there are crashes.
17. J. Cadieux thanked S. Thomas for acknowledging the safety risk posed at Russian Gap Rd. and the change of this project for traffic as speeds will change from 45mph to 65mph even if limits are posted at 55mph.
18. S. Baski said that as a part of the MP 45-60 Project the frontage road cannot move further north than Persistent Way.
 - a. S. Thomas said that the project can only go so far but if there is a frontage road plan all parties can agree on, as each project comes along it can be extended which can be how you get to a turning lane being included etc.
19. J. Tymick stated that the [MP 45-60] project could add to the volume of cars and so looking at things like striping to address the turning lanes etc. in the short turn is possible.
20. S. Baski said that this project has to compete with the many other similar uses.
21. S. Thomas said that there have been turn lanes built in other safety corridors. There are, however, safety issues with turning lanes.
22. C. Degernes thanked DOT for listening to the community's concerns.
23. D. Steiner asked S. Thomas to describe the striping that would be needed for Three Bears to gain access.
 - a. S. Thomas said that the MP 45-60 project ends at Persistent Way but the need remains for repaved and restriped. For 3 Bears project to move forward that striping has to happen.
24. J. Cadieux asked if the KPB and Three Bears is planning to construct the frontage road to Tract A in this timeframe.
 - a. R. Ruffner said no.
25. J. Cadieux asked if the proposed future eastern access would be reduced to one point, Tract A and would it cross the creek?

- a. S. Thomas said yes.
- 26. J. Cadieux asked about the impact on the anadromous stream.
 - a. R. Ruffner said that in general the DOT on the Kenai Peninsula had done a good job of doing more than the bare minimum for fish passage and flood conveyance.
- 27. J. Cadieux asked D. Steiner if the plan is approved for a frontage road to Persistent Way, what is the timeline for development of the project?
 - a. D. Steiner said that this plat includes a 60' right of way for that frontage road.
- 28. K. Recken asked about the exit and whether it would cross the creek.
- 29. Page 43 [Supporting document SLEV5-23packet.pdf] shows the proposed pink portion labeled "Future Frontage Road Project" [Pink indicates DOT/KPB collaboration project] extending to Persistent Way with ingress/egress to the New Sterling Highway at Persistence Way. The purple labeled "Future Three Bears Frontage" Three Bears would develop within the DOT right of way with a temporary ingress/egress [labeled "Interim Access"]. This purple portion extends to the north of their property [the right of page 43/left of page 44] where it meets with the pink section [DOT/KPB collaboration] to the north being built out to the Waste Transfer Station where the permanent ingress/egress would be built and turning lanes and traffic safety would be provided.
- 30. J. Cadieux stated that in the last meeting it was suggested that the frontage road could drop further into the parcels to maintain the 50' vegetative barrier before returning to the ingress/egress points. She asked whether Three Bears looked at the Tract C concepts generated by the community over many months and several public processes.
 - a. D. Steiner said they were unaware of those plans. He doesn't represent Three Bears but is just an engineer for them but does know from working on a number of projects for Three Bears and knows they are interested in being good neighbors. He said that the owner of Three Bears, D. Wise, feels that he is losing more land than he knew about when he was purchasing the land.
- 31. K. Recken mentioned it would go a long way to guarantee the greenbelt to gain the support and trust of the community.

- a. D. Steiner said that the 30' would be owned by the KPB. It was a concept put together by Marcus Mueller.
32. D. Story said that as an individual he knows it is hard to rely on guarantees but that other ways to gain the support and trust of the community are to learn about the long-term goals and efforts the community has spent considerable time developing. He explained that the Tract C designs were a result of three separate meetings facilitated by the KPB with a landscape architect over six or so months to gain an understanding of the community's desires for the development of Tract C. Those desires included; affordable housing which could potentially come from multi-family units or above business apartments and the like; active transportation facilities throughout developed areas such as these tracts to extend the connectivity of the separated pathway that is a part of the MP 45-60 Phase 1B; and maintaining the integrity of the viewshed that is the entry point to the community.
33. He said that each of these things and others are repeated concerns and desires of the community going back for a long time, are in the Land Management Plan, and one of the main concerns of residents is that Cooper Landing is a forest town and much of what defines it is the natural resources people come here to enjoy. If the viewshed and greenspaces are not maintained it could be easy for the town to be defined by a storefront and most of the community does not want the first thing people think of or see when they arrive to be gas prices or a grocery special.
34. D Story described the possible negative impacts of the Sterling Hwy. MP 45-60 Project on community businesses and the potential for a large project such as Three Bears at the start of "town" to contribute to those impacts.
35. He suggested that gaining the support of the community could be achieved by learning more of the efforts the community has put forward to work on its goals.
36. R. Ruffner said that moving between a preliminary plat which is what this is, the CLAPC can say we approve the plat with addition of a 30' green-space included before the final plat.
37. D. Steiner asked DOT if they have any thoughts or concerns about the concept.
 - a. S. Thomas said that at a high level it is the theme of how to connect all properties or all parcels and the design widths and specifics are better handled by the crew that does that.

- b. S. Baski said that which side of the frontage road a pathway would go on is a good thing for the community to discuss. In other communities it is on the outside so ingress/egress to the properties is easier. He can offer up help from the DOT designers but knows that the conceptual design's sharp turn will not be what they will come up with. Also, there is a wide right of way held by the State of Alaska including much of the depth of the trees in the existing 150' strip which means that any of those trees on DOT right of way (ROW) are susceptible to being cut for maintenance, and safety etc.
- 38. J. Cadiuex asked R. Ruffner if what is being asked is to let a frontage road determine the land use plan by developing a public road but would a private road for both KPB (Tract C) and a private landowner (Tract B) be more appropriate?
 - a. J. Tymick said that it may be necessary to deal with the overarching problems of the roadway connections here and that it is a meet in the middle sort of design where Three Bears loses some of its land and the public loses some of its conservation easement.
 - i. R. Ruffner said that it seems like the greenspace on the conceptual drawing being 30' instead of 50' is what you are asking about and that to address the traffic issue.
 - ii. J. Cadiuex asked to confirm that the 30' space would be maintained as forest.
 - 1. D. Story attempted to interpret the information that was presented by DOT, KPB, and Three Bears.
 - 2. It was made clear that the 30' space would be part of the newly created KPB frontage road right of way for the 30' greenspace concept. This greenspace would not be a part of the State of Alaska's right of way after this transfer took place so would not be susceptible to the clearing for maintenance etc. by AKDOT but would instead be managed by KPB. The frontage road would be on the non-highway side of this 30' greenspace. The AKDOT's remaining right of way may retain

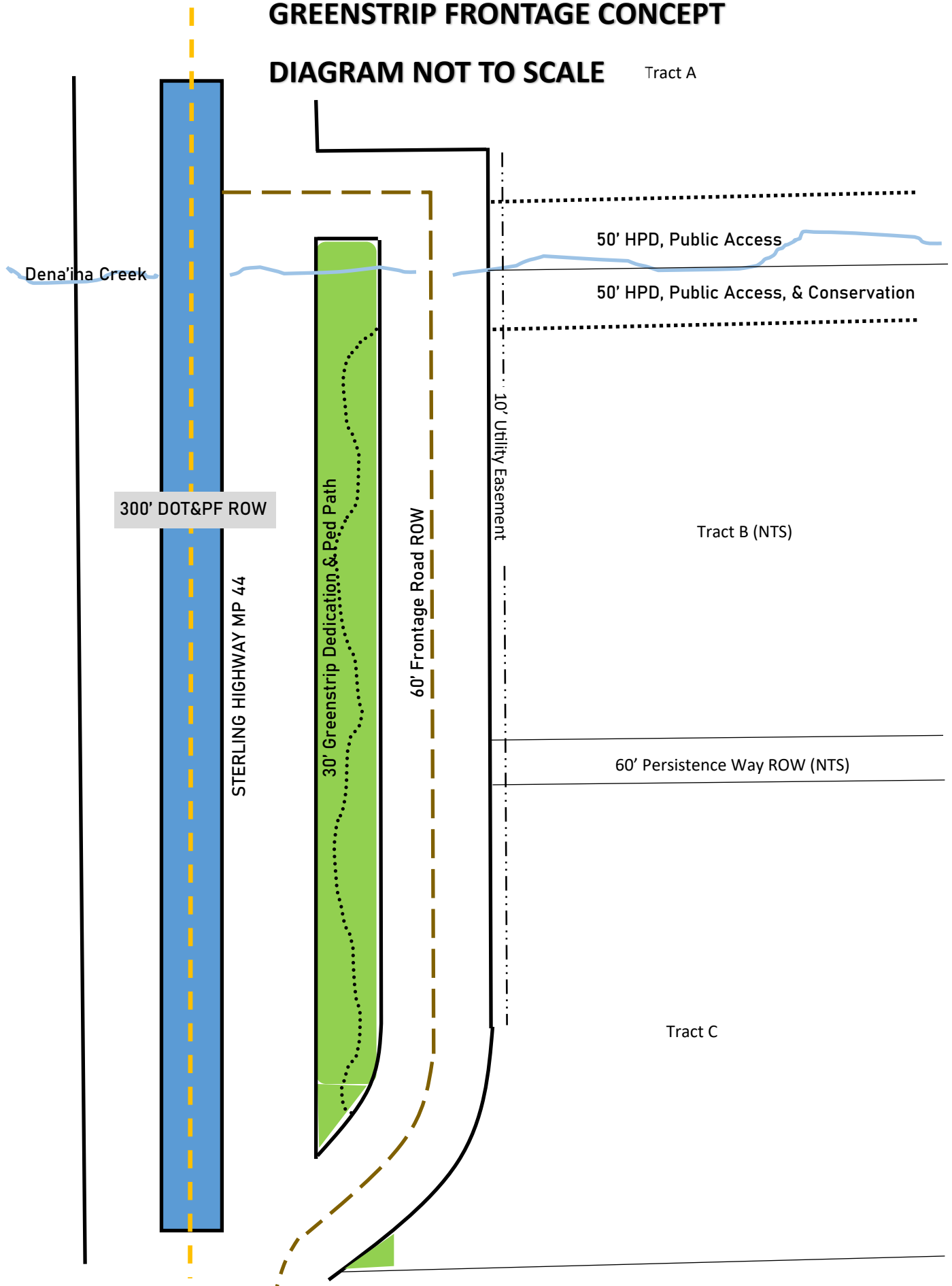
treed area further than the 30' but that area is susceptible to being cleared for typical DOT purposes.

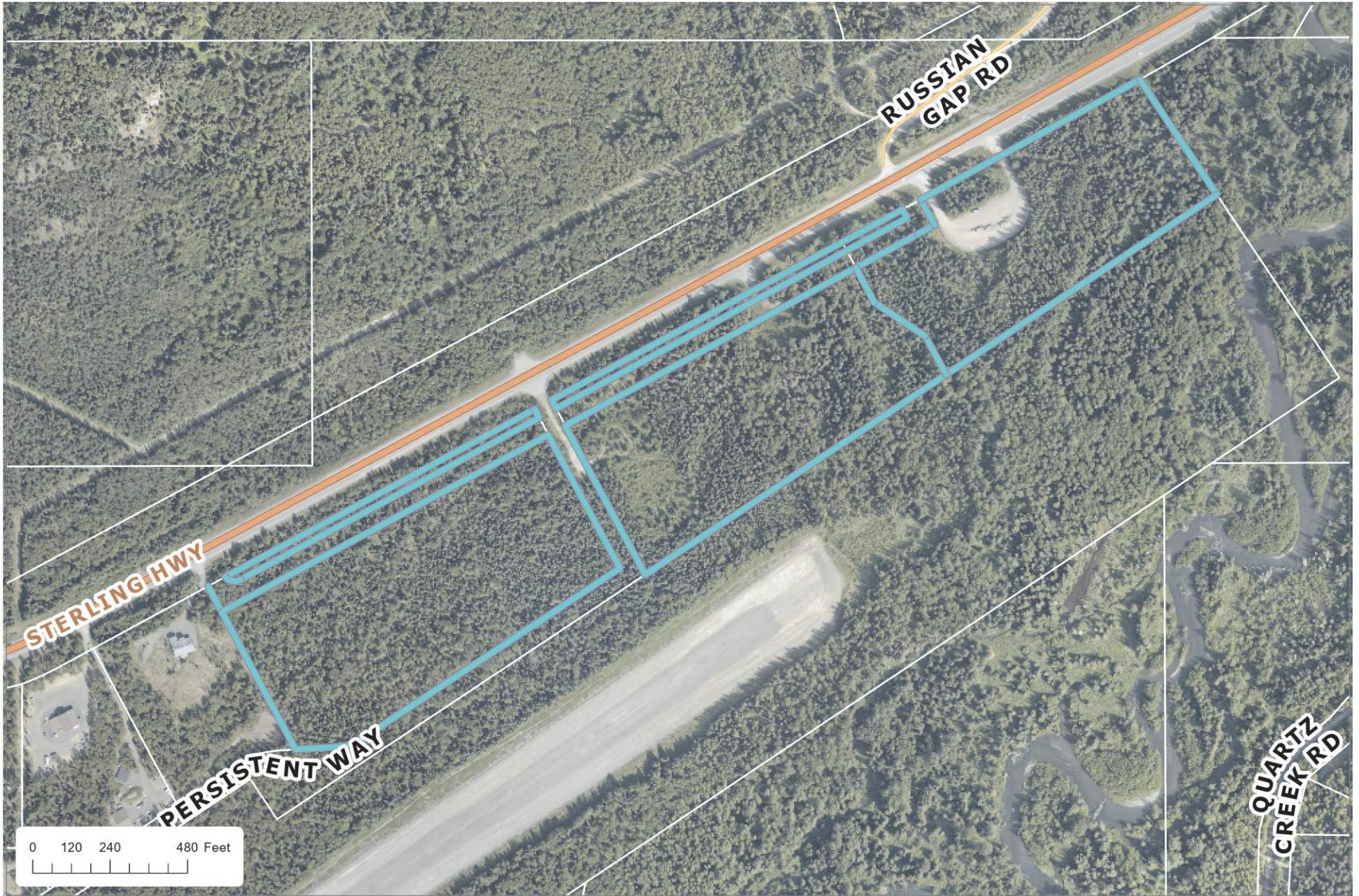
- b. C. Degernes hoped to summarize her thoughts; a long-term solution for safe access to our important sites like the transfer station, even if it doesn't all happen with this project it seems like we would get there. It may not be everything we want but it seems like a good compromise.
39. D. Steiner said he wants to make sure everyone knows what is being proposed and asked to show the design plan.
- a. There is a conservation easement that surrounds the property. Three Bears would like to abandon the conservation easement on the back of the lot (south border) and along Persistent Way (west border) in exchange for maintaining the frontage road and 30' greenspace concept as presented by the KPB drawing.
 - b. Steve Mierop, VP Three Bears, said that the back side of the lot will have some differences between what is shown in the drawing as it is still being designed. They anticipate using the space right up to the parcel border because a treed area that exists on the other side of the parcel line which will not likely change as it belongs to the airport.
40. C. Degernes moved to recommend approval of the preliminary plat 2022-060 subject to maintaining the 30' greenspace concept as presented by the KPB drawing and agreed to by Three Bears, and provided the original 50' conservation easement along Denaina Creek is maintained. L. Johnson seconds. All approve by roll call vote.
- iv. D. Steiner asked what else Three Bears could do to connect with the community.
- 1. J. Cadieux said the CLAPC is a good place to start but also to attend and introduce yourself at the Cooper Landing Community Club meetings as well as the Chamber of Commerce and provide updates via the Crier.
- v. K. Recken mentioned the importance of safety precautions for the proposed firepits. S. Mierop indicated they are aware of fire danger in the area and will consider that in the design of fire pits.
- b. Section Line Easement Vacations on Tracts A, B, C Quartz Creek Subdivision
- i. C. Degernes moves to support the vacation of section line easements assuming the approval of the 2022-060 Preliminary Plat subject to the 30' greenspace concept as discussed. H. Harrison seconds. All approve by roll call vote.

GREENSTRIP FRONTAGE CONCEPT

DIAGRAM NOT TO SCALE

Tract A





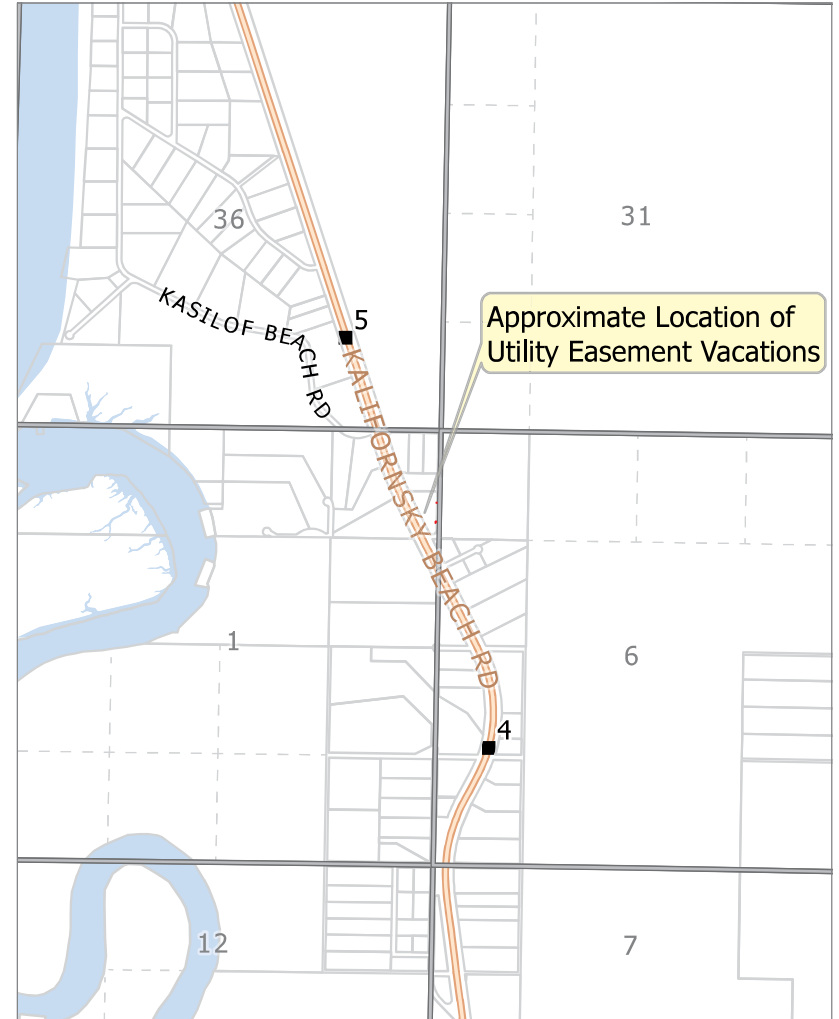
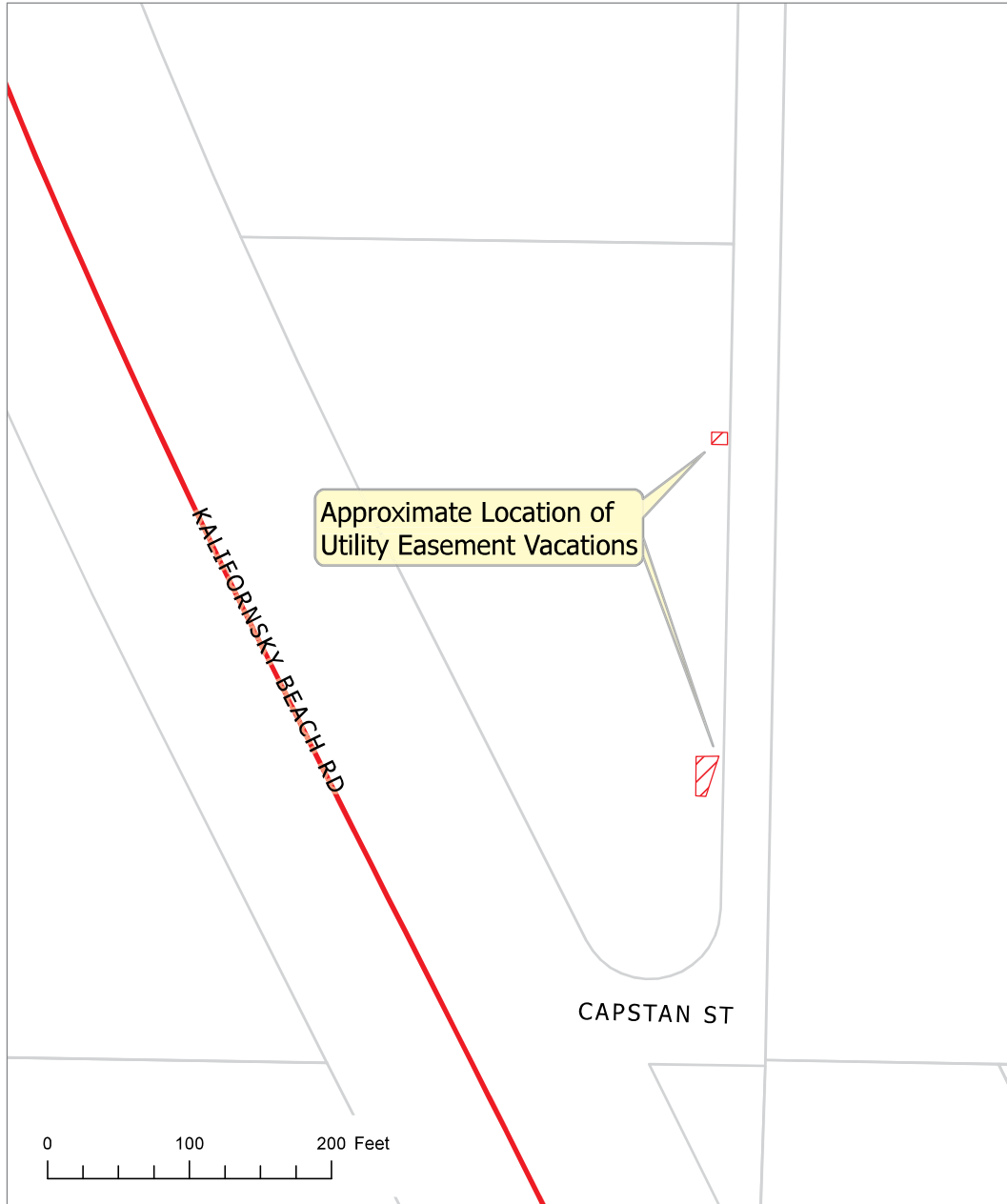
E. NEW BUSINESS

2. Utility Easement Vacation; KPB File 2022-052V

**Vacate portion of the utility easement located in Lot 5 of
Cole's Corner, Plat KN 85-31**

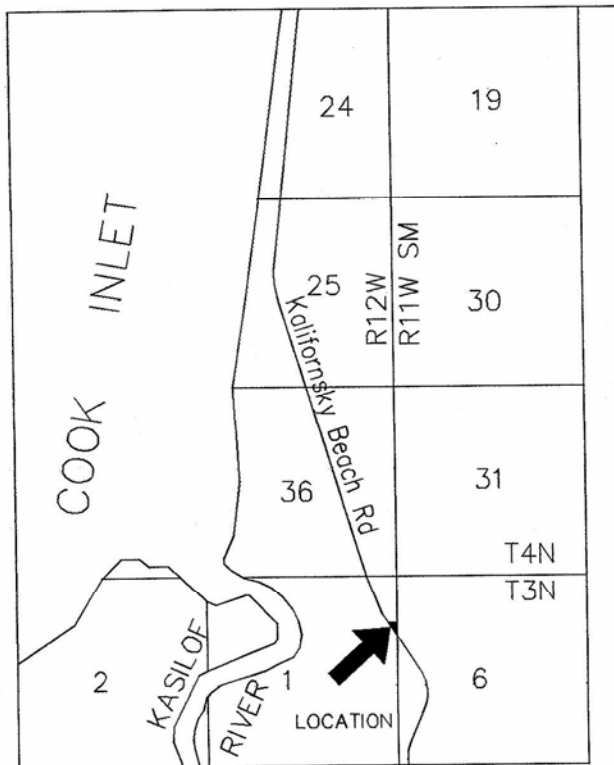
PIN: 133-471-05

**Petitioner/Land Owner: Estate of Josephine S. Knapp
Kasilof Area**



KPB File # 2022-052V
S01 T03N R12W
Kalifornsky





Coles Corner #2

Preliminary Plat

A subdivision of Lot 5 Cole's Corner, KRD 85-31, including a utility vacation.
 Located in the NE1/4 Section 1, T3N R12W, SM, Kasilof, Alaska.
 Kenai Recording District Kenai Peninsula Borough

Prepared for
 Estate of Josephine S Knapp
 P.O. Box 389
 Kasilof, AK 99610

Prepared by
 Johnson Surveying
 P.O. Box 27
 Clam Gulch, Ak 99568

SCALE 1" = 100' AREA = 2.56 acres 23 March, 2022

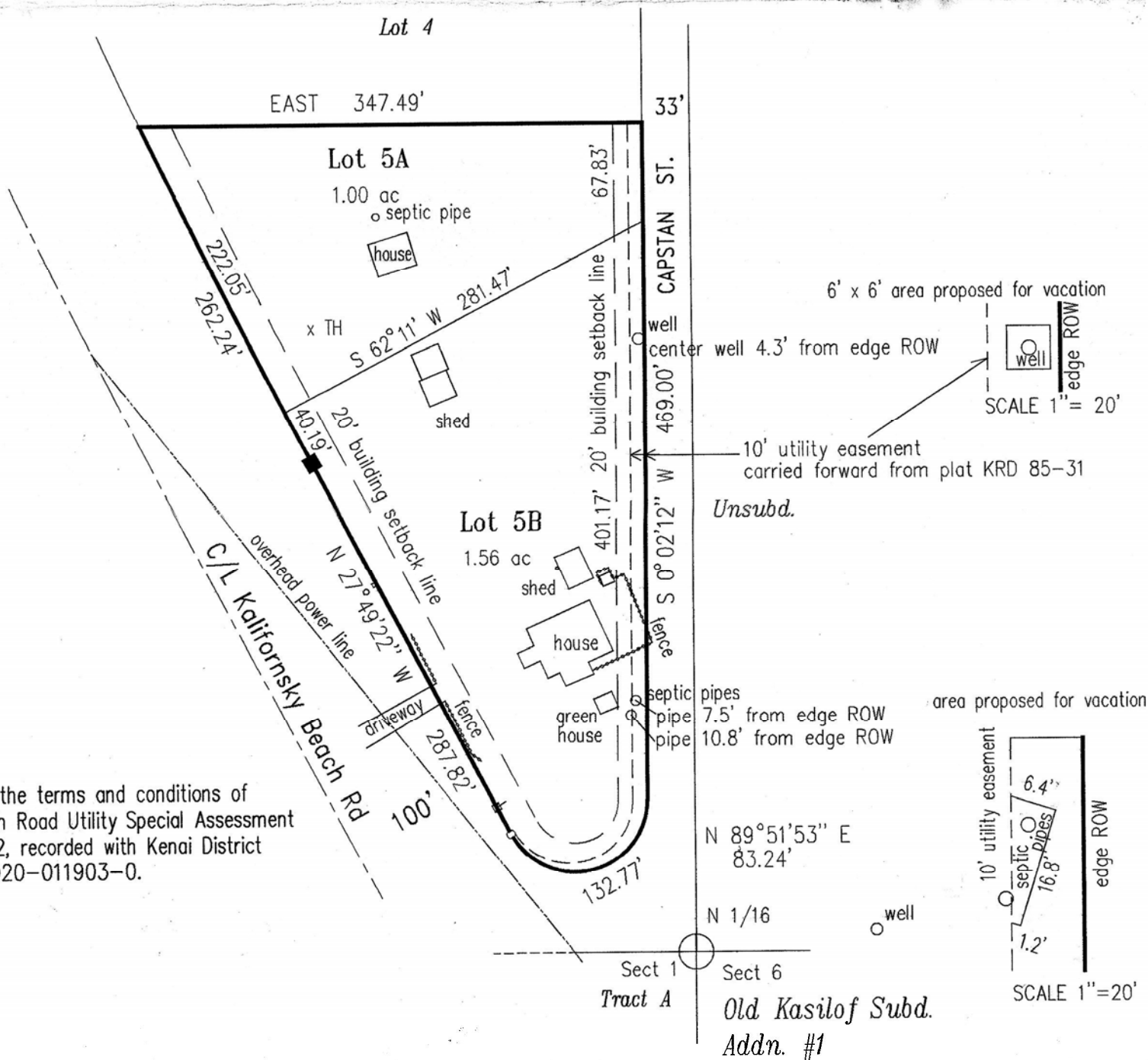
NOTES

1. A building setback of 20' from all street ROW's is required unless a lesser standard is approved by a resolution of the appropriate planning commission. 10' of setback adjoining ROWs is also a utility easement, extending to 20' setback within 5' of side lot lines.
2. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
3. No access to State maintained ROWs permitted unless approved by the State of Alaska Dept. of Transportation.
4. This property is subject to a reservation of easement for highway purposes, and any assignments or uses thereof for recreational, utility or other purposes, as disclosed by Public Land Order No. 601, dated August 10, 1949 and amended by Public Land Order No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 7, 1958; and Dept. of the Interior Order No. 2665, dated October 16, 1951, Amendment No. 1 thereto, dated July 17, 1952 and Amendment No. 2 thereto, dated September 15, 1956, filed in the Federal Register.
5. Kalifornsky Beach Road ROW is as shown on State DOT plans S-0463(4) sheet 17 and S-0463(8) sheet 5.
6. This property is subject to an electrical easement granted to Homer Elactric Association filed with the Kenai District Recorder in Misc. Book 31 Page 159. This is a general easement, no specific location given.
7. This property is subject to private covenants filed with the Kenai District Recorder in Book 266 Page 139. The borough will not enforce private covenants, easements, or deed restrictions per KPB 20.60.170.
8. Topography of the subdivision is flat. There are no wet areas on the property.

KPB 2022-052V

NOTE

This property is subject to the terms and conditions of the South Kalifornsky Beach Road Utility Special Assessment per KPB Ordinance 2020-42, recorded with Kenai District by instrument serial #2020-011903-0.



AGENDA ITEM E. NEW BUSINESS

ITEM 2 - UTILITY EASEMENT ALTERATION
VACATE PORTIONS OF UTILITY EASEMENTS LOCATED WITHIN
LOT 5 OF COLE'S CORNER, PLAT KN 85-31

KPB File No.	2022-052V
Planning Commission Meeting:	June 13, 2022
Applicant / Owner:	Estate of Josephine S. Knapp of Anchorage, AK
Surveyor:	Jerry Johnson / Johnson Surveying
General Location:	Kalifornsky Beach Road, Capstan Street, Kasilof / Kalifornsky APC

STAFF REPORT

Specific Request / Purpose as stated in the petition: Vacate a 6'x6' portion of the utility easement that the well is located within and vacate a portion of the utility easement for the septic that is 6.4' in the utility easement.

Notification: Notice of vacation mailings were sent by regular mail to twenty owners of property within 600 feet. Notice of the proposed vacation was emailed to six agencies and interested parties.

The public notice was posted on the Planning Department's bulletin board at the KPB Administration Building.

Staff Analysis: Coles Corner, Plat KN 85-31, created a 10 foot utility easement along the dedication of Cole's Street, which is now Capstan Street. This easement is along the curved southern boundary and the eastern boundary of the lot. The plat did not create a utility easement along Kalifornsky Beach Road.

The preliminary for Coles Corner #3, KPB File 2022-052, was heard and conditionally approved by the Plat Committee at the May 9, 2022 meeting. The plat will be dedicating 10 foot wide utility easements along Kalifornsky Beach Road and increasing the new and existing 10 foot utility easements to 20 feet within 5 feet of the side lot lines.

The vacation request is for two separate areas along Capstan Street. The northern request is for a 6 foot by 6 foot area around an existing well. A one foot portion of the utility easement between the vacated area and the Capstan Street dedication would remain as well as a 3 foot portion between the edge of the easement and the vacated area. The well is also within the building setback but per KPB code is allowable.

The southern request is for an angled vacation to encompass two septic pipes. The northern portion of this area will be to vacate a 6.4 foot area that angles to the southwest for a distance of 16.8 feet to a narrow portion of 1.2 feet. A 3.6 foot utility easement will remain between the vacation area and the right-of-way along the northern portion and 8.8 feet for the southern portion.

There are fences within the utility easements. The fences are not considered permanent structures and may remain but it should be noted that the utility providers may remove or request fences be removed or located if they hinder their ability to use the utility easements.

A portion of the fence is within the right-of-way of Capstan Street. The KPB Roads Department objects to the subdivision plan until the fence is removed from the right-of-way. The plat is proposed to finalize the vacations on this petition. A new as-built will be required prior to finalization of the plat as well as approval from the KPB Roads Department.

Utility provider review:

HEA	HEA does not object to the vacation of the portion of utility easement as depicted in the two detail drawings.
-----	--

ENSTAR	Approved as shown
ACS	No objections
GCI	Approved as shown

Findings:

1. The petition states that the utility easement proposed to be vacated is not in use by a utility company.
2. ACS, ENSTAR, GCI, and HEA provided written non-objection to the proposed vacation.
3. The KPB Roads Department did not object to the easement vacations but require the fence to be removed from the right-of-way.
4. The vacation is for portions and narrow remaining portions will be remaining.
5. The utility easements were created by Coles Corner, Plat KN 85-31.
6. No surrounding properties will be denied utilities.

RECOMMENDATION:

Based on consideration of the merits as outlined by Staff comments and Staff findings, Staff recommends **APPROVAL** of the utility easement alteration as petitioned, subject to:

1. Grant utility easements requested by the utility providers.
2. Finalizing the approval of the easement alteration by either;
 - a. The recording of a subdivision plat within 12 months or,
 - b. The recording of a utility easement alteration resolution within 90 days of the adoption of the resolution by the Planning Commission, with the following requirements:
 - i. An exhibit drawing showing, and dimensioning, the utility easement alteration area, prepared, signed and sealed by a licensed land surveyor. The exhibit drawing will be attached to, and recorded with, the resolution.
 - ii. The applicants will provide the recording fee for the resolution and its attachment to the Planning Department.
 - iii. The Planning Department is responsible for filing the Planning Commission resolution.

20.65.070 Alteration of platted utility easements

- E. A planning commission decision under this section is final. A notice of decision shall be sent to the petitioner. No reapplication or petition concerning the same alteration to platted utility easement may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed. If the reasons for denial are resolved, the petitioner may submit a new petition for alteration of platted utility easement with documentation that the issues have been resolved, accompanied by a new fee.**
- F. An appeal of the planning commission decision under this section must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.**

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*

- *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

END OF STAFF REPORT

E. NEW BUSINESS

3. SN Resolution 2022-02; Moose Pass Area

Unnamed public rights-of-way within SEC 36, T05N, R01W; S.M. withing Emergency Service Number (ESN) 601 to the following:

- A. Expedition Avenue**
- B. Meridian Avenue**
- C. Navigation Avenue**
- D. Trek Avenue**
- E. Backpacker Avenue**

AND

Unnamed public rights-of-way within SEC 1, T04N, R01W; S.M. within Emergency Service Number (ESN) 601 to Meridian Avenue.

- F. Hikers Avenue**
- G. Basecamp Avenue**

AGENDA ITEM E NEW BUSINESS

3. Unnamed right-of-ways; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601
 Unnamed right-of-ways; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601

STAFF REPORT

PC MEETING: June 13, 2022

Applicant: Kenai Peninsula Borough

Existing right-of-way names: None

Name proposed by petitioner: Expedition Ave, Meridian Ave, Navigation Ave, Trek Ave, Backpacker Ave, Hikers Ave, Basecamp Ave

Reason for Change: Unnamed right-of-ways in the Moose Pass area.

Background:

Name	Unnamed right-of-ways
ESN	601
Community	Moose Pass
YR Named	N/A
Constructed	No
Total Lots	28
E911 Address	11

Review and Comments:

Notice was sent by mail to the owners of the twenty eight parcels fronting the unnamed right-of-ways, as listed on the KPB tax roll.

No comments from property owners were received by the writing of this staff report.

The road name request has been emailed to the Kenai Peninsula Borough Road Maintenance for review. The KPB Roads Department supplied a statement that the Road Service Area has no objections at this time.

Staff Discussion:

STAFF RECOMMENDATION

END OF STAFF REPORT

KENAI PENINSULA BOROUGH
PLANNING COMMISSION RESOLUTION

RESOLUTION SN 2022-02

NAMING PUBLIC RIGHT-OF-WAYS WITHIN SECTIONS 36, T05N, R01W; SEWARD MERIDIAN;
WITHIN EMERGENCY SERVICE NUMBER (ESN) 601

NAMING PUBLIC RIGHT-OF-WAYS WITHIN SECTIONS 01, T04N, R01W; SEWARD MERIDIAN;
WITHIN EMERGENCY SERVICE NUMBER (ESN) 601

WHEREAS, a procedure has been developed to help implement the Enhanced 9-1-1 Street Naming and Addressing project; and

WHEREAS, eliminating duplicate and sound-alike street names will enable 9-1-1 Emergency Services to respond to emergencies in an efficient timely manner, thereby avoiding delays in providing necessary emergency services; and

WHEREAS, adding a post directional or changing the name of portions of jump streets will enable 9-1-1 Emergency Services to respond to emergencies in an efficient timely manner, thereby avoiding delays in providing necessary emergency services; and

WHEREAS, naming private roads that provide access to three or more structures will enable 9-1-1 Emergency Services to respond to emergencies in an efficient timely manner, thereby avoiding delays in providing necessary emergency services; and

WHEREAS, per KPB 14.10.060, the naming of an unnamed road will not constitute a legal dedication for public right-of-way or for road maintenance purposes; and

WHEREAS, on January 24, 2022 public hearings were held by the Kenai Peninsula Borough Planning Commission to address all concerns about the proposed road naming; and

WHEREAS, Chapter 14.10 of the Kenai Peninsula Borough Code of Ordinances authorizes the Planning Commission to accomplish private road naming by Resolution.

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

Section 1. That the streets listed below are named as follows:

DESCRIPTION	FROM	TO	BASE MAP
A. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Expedition Ave	MP02
B. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Meridian Ave	MP02

C. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Navigation Ave	MP02
D. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Trek Ave	MP02
E. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Backpacker Ave	MP02
F. Unnamed right-of-way; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Hikers Ave	MP02
G. Unnamed right-of-way; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Basecamp Ave	MP02

Section 2. That according to Kenai Peninsula Borough Code of Ordinance 14.10.030, the official street name map, 1:500 scale series base map, MP02; is hereby amended to reflect these changes.

Section 3. That the map showing the location of the named private road be attached to, and made a permanent part of this resolution.

Section 4. That this Resolution takes effect immediately upon adoption.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH THIS 13th DAY
OF JUNE 2022.

Blair J. Martin, Chairperson
Planning Commission

State of Alaska
Kenai Peninsula Borough

Signed and sworn to (or affirmed) in my presence this _____ day of _____ 2021 by
_____.

Notary Public

My Commission expires _____



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce
Borough Mayor

PENINSULA CLARION

KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF PUBLIC HEARING TO NAME STREETS

Public notice is hereby given that a public hearing will be held to name public right-of-ways in the Moose Pass area. Streets under consideration at this meeting are described as follows:

- A) **Location:** *Unnamed right-of-way*; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601 **Proposed Name:** *Expedition Ave*
- B) **Location:** *Unnamed right-of-way*; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601 **Proposed Name:** *Meridian Ave*
- C) **Location:** *Unnamed right-of-way*; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601 **Proposed Name:** *Navigation Ave*
- D) **Location:** *Unnamed right-of-way*; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601 **Proposed Name:** *Trek Ave*
- E) **Location:** *Unnamed right-of-way*; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601 **Proposed Name:** *Backpacker Ave*
- F) **Location:** *Unnamed right-of-way*; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601 **Proposed Name:** *Hikers Ave*
- G) **Location:** *Unnamed right-of-way*; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601 **Proposed Name:** *Basecamp Ave*

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, June 13, 2022**, commencing at **7:30 p.m.**, or as soon thereafter as business permits. The meeting is being held in the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 N. Binkley Street, Soldotna, Alaska.

Meeting materials may be found at <https://www.kpb.us/planning-dept/planning-commission> as well as any updates to meeting procedures.

Anyone wishing to testify, but cannot attend the zoom meeting, may submit a written statement to the attention of Addressing, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. The Planning Department recommends that written comments be received by **Friday, June 10, 2022**. [Written comments may also be sent by email to the address below or by Fax to 907-714-2378].



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce
Borough Mayor

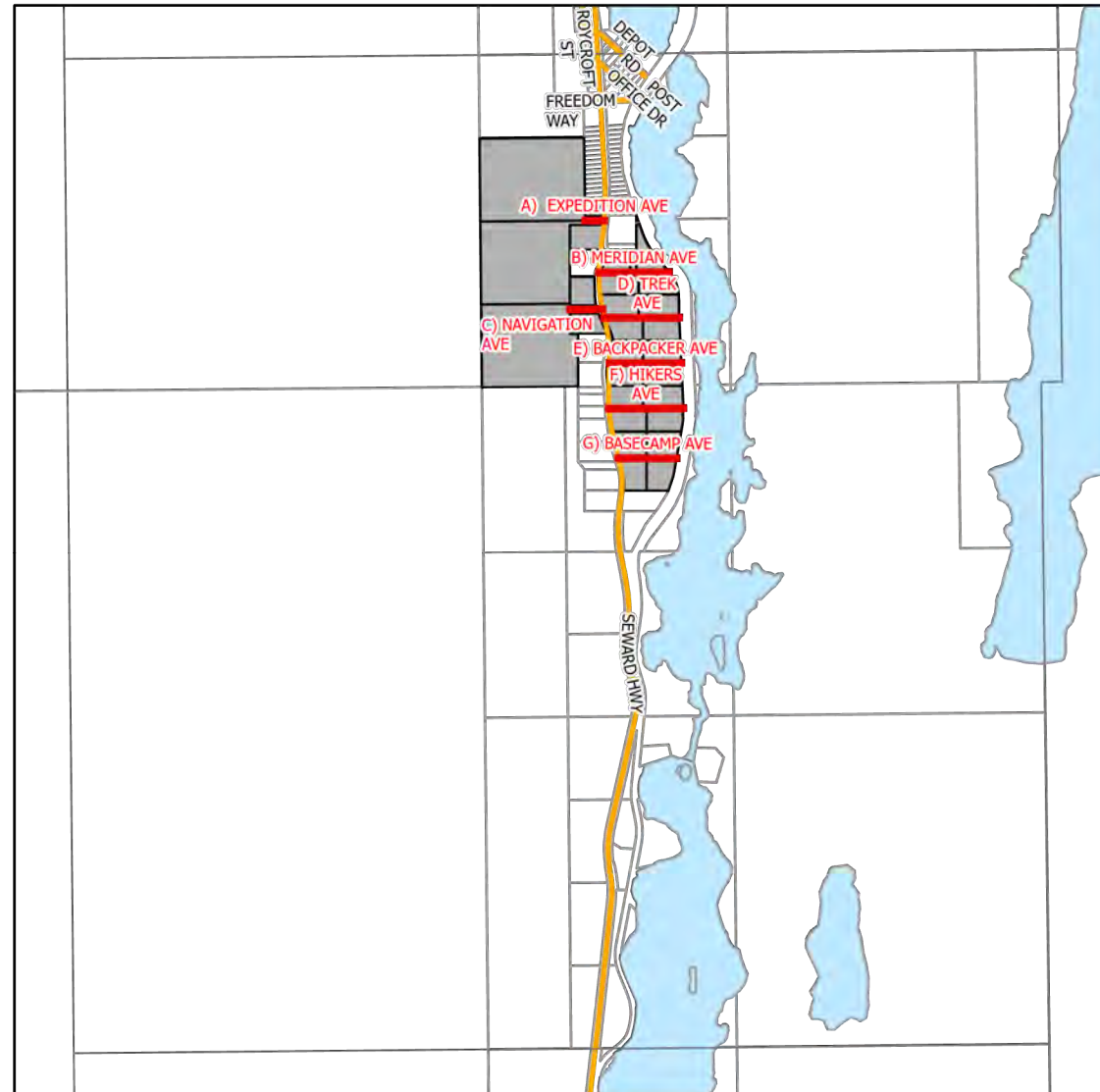
For additional information contact Addressing (addressing@kpb.us), Planning Department, 714-2200 (1-800-478-4441 toll free within Kenai Peninsula Borough).

PLEASE NOTE: The Planning Commission may approve a name suggested by landowners, interested parties, or the planning staff. An entirely different name can also be suggested and approved by the Commission during the public hearing.

PLEASE NOTE: Upon adoption of a street name change resolution, no reapplication or petition concerning the name of the same street may be filed within one calendar year of the final adoption, except in the case where new evidence or circumstances exist that were not available, present or reasonably ascertainable when the original resolution was adopted (KPB 14.10.050).

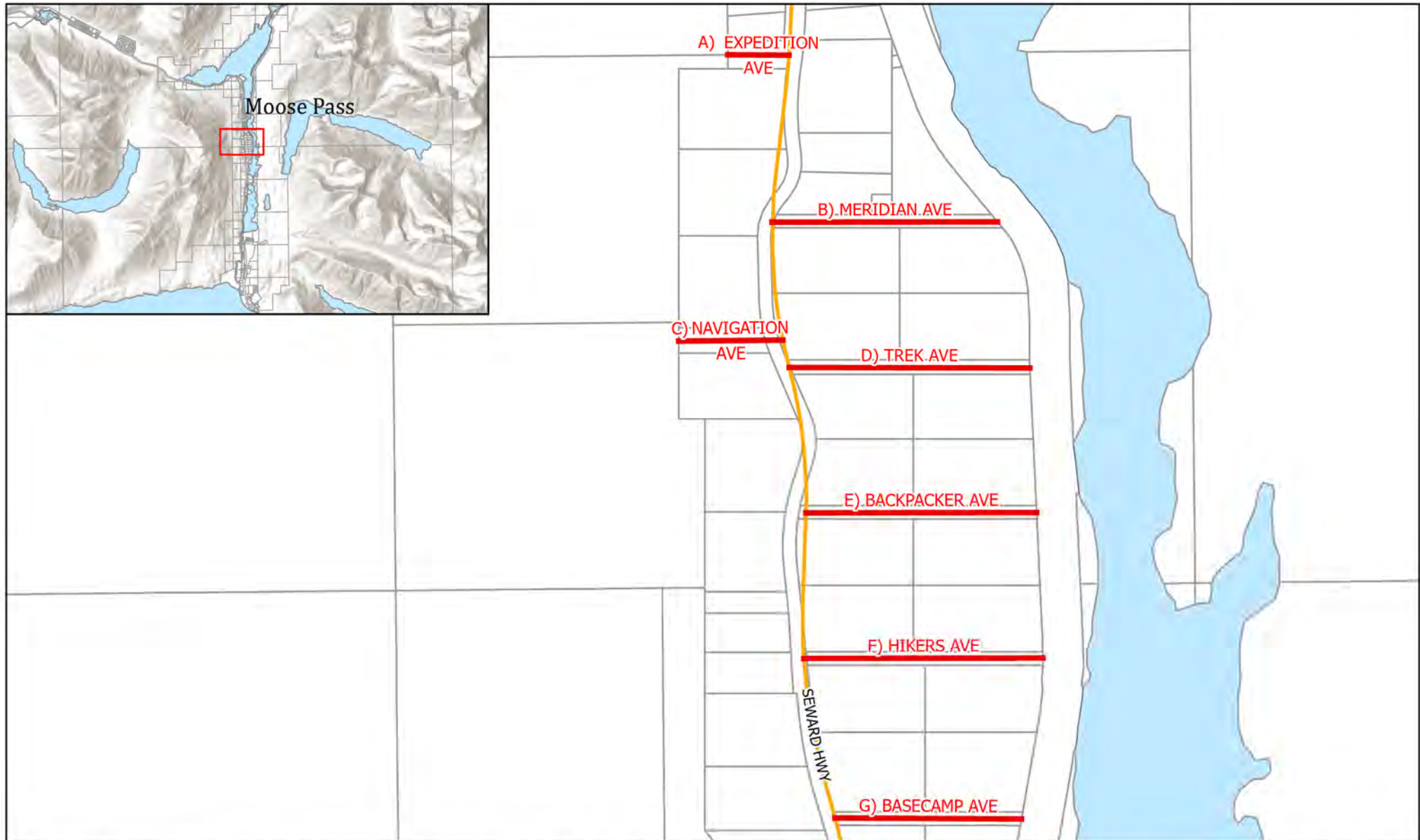


Resolution SN 2022-02



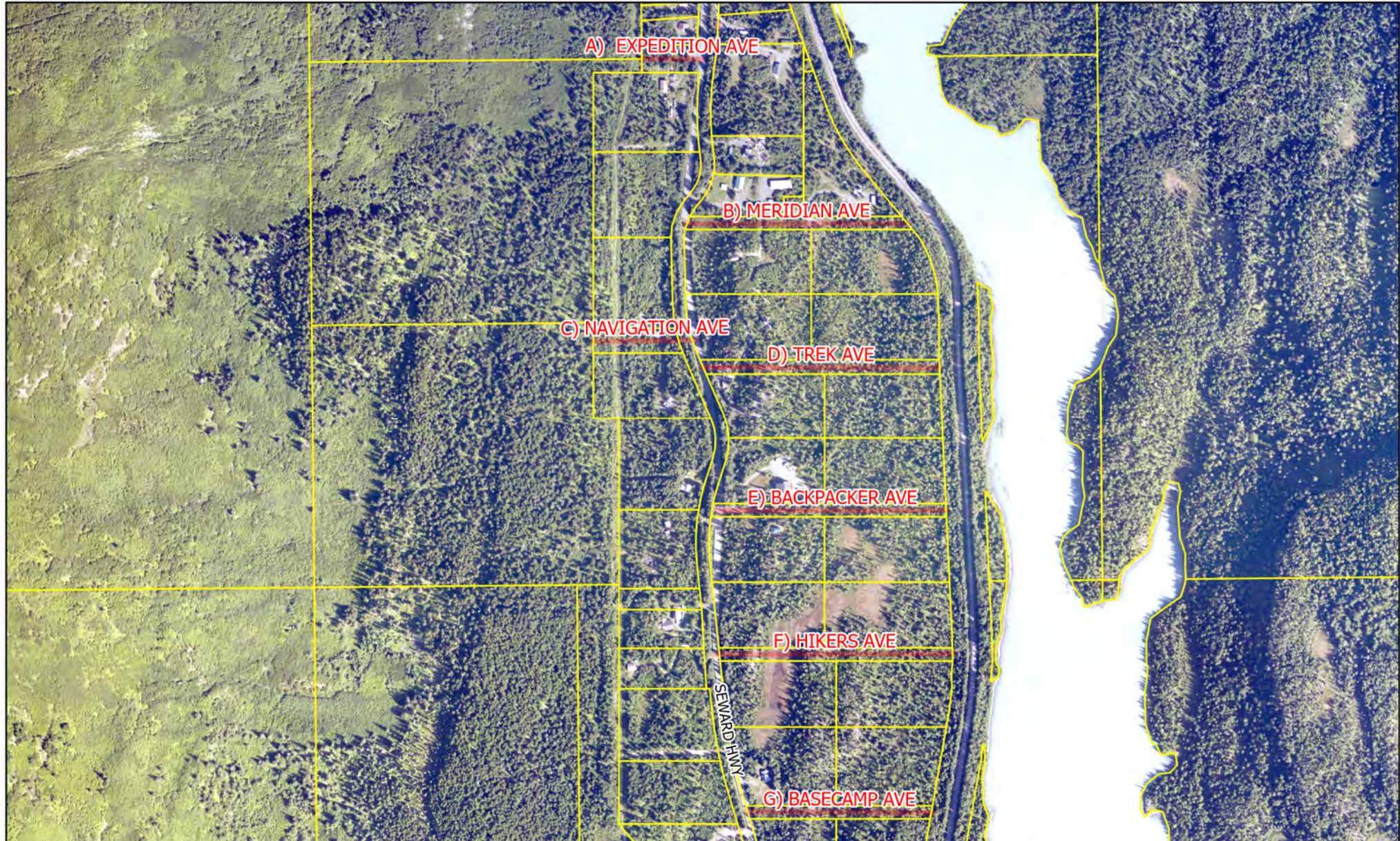


Street Naming
Resolution SN 2022-02



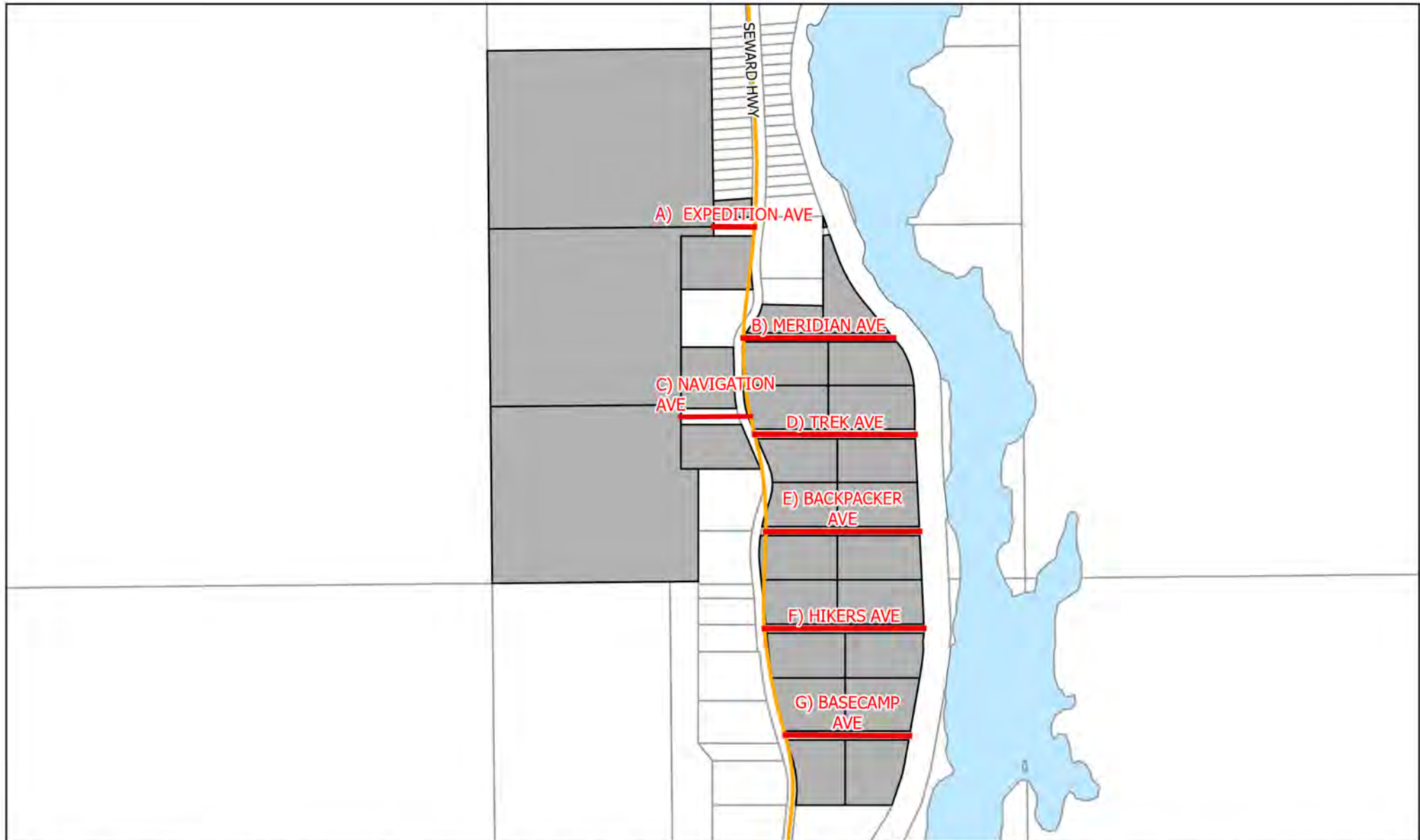


Street Naming
Resolution SN 2022-02





Street Naming
Resolution SN 2022-02



DESK PACKET ITEMS

(Items received after the publishing of the meeting packet on 6/7/22)

E. NEW BUSINESS

3. SN Resolution 2022-02; Moose Pass Area

AGENDA ITEM E **NEW BUSINESS**

3. Unnamed right-of-ways; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601
 Unnamed right-of-way; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601

STAFF REPORT

PC MEETING: June 13, 2022

Applicant: Kenai Peninsula Borough

Existing right-of-way names: None

Name proposed by petitioner: Expedition Ave, Destination Ave, Navigation Ave, Trek Ave, Backpacker Ave, Hikers Ave, Basecamp Ave

Reason for Change: Unnamed right-of-way in the Moose Pass area.

Background:

Name	Unnamed right-of-ways
ESN	601
Community	Moose Pass
YR Named	N/A
Constructed	No
Total Lots	28
E911 Address	11

Review and Comments:

Notice was sent by mail to the owners of the twenty eight parcels fronting the unnamed right-of-ways, as listed on the KPB tax roll.

Two comments were received from neighboring property owners, requesting the name Meridian Ave for right-of-way B and Basecamp Ave for right-of-way G. (letter designators can be found on the resolution and attached maps)

The road names request has been emailed to the Kenai Peninsula Borough Road Maintenance for review. The KPB Roads Department supplied a statement that Meridian Ave is an existing road on the peninsula, and the roads director does not recommend duplicating the name. The Roads Department had no additional objections to the other names requested.

Staff Discussion:

The unnamed right-of-ways can be found in the Moose Pass area between mileposts 27 and 29 on the Seward Highway. The unnamed right-of-ways are approximately 300 to 1200 feet in length and each provides access to at least four parcels.

Staff reviewed the suggested name and found that Meridian Ave would duplicate a street name in the neighboring community of Bear Creek. Staff found no additional similar sounding or identically named streets within the same or adjacent emergency service zone.

Staff recommends Destination Ave an alternative to Meridian Ave.

STAFF RECOMMENDATION

Name the unnamed private road **Expedition Ave** by adoption of Resolution SN 2022-02.

Name the unnamed private road **Destination Ave** by adoption of Resolution SN 2022-02.

Name the unnamed private road **Navigation Ave** by adoption of Resolution SN 2022-02.

Name the unnamed private road **Trek Ave** by adoption of Resolution SN 2022-02.

Name the unnamed private road **Backpacker Ave** by adoption of Resolution SN 2022-02.

Name the unnamed private road **Hikers Ave** by adoption of Resolution SN 2022-02.

Name the unnamed private road **Basecamp Ave** by adoption of Resolution SN 2022-02.

END OF STAFF REPORT

KENAI PENINSULA BOROUGH
PLANNING COMMISSION RESOLUTION

RESOLUTION SN 2022-02

NAMING PUBLIC RIGHT-OF-WAYS WITHIN SECTIONS 36, T05N, R01W; SEWARD MERIDIAN;
WITHIN EMERGENCY SERVICE NUMBER (ESN) 601

NAMING PUBLIC RIGHT-OF-WAYS WITHIN SECTIONS 01, T04N, R01W; SEWARD MERIDIAN;
WITHIN EMERGENCY SERVICE NUMBER (ESN) 601

WHEREAS, a procedure has been developed to help implement the Enhanced 9-1-1 Street Naming and Addressing project; and

WHEREAS, eliminating duplicate and sound-alike street names will enable 9-1-1 Emergency Services to respond to emergencies in an efficient timely manner, thereby avoiding delays in providing necessary emergency services; and

WHEREAS, adding a post directional or changing the name of portions of jump streets will enable 9-1-1 Emergency Services to respond to emergencies in an efficient timely manner, thereby avoiding delays in providing necessary emergency services; and

WHEREAS, naming private roads that provide access to three or more structures will enable 9-1-1 Emergency Services to respond to emergencies in an efficient timely manner, thereby avoiding delays in providing necessary emergency services; and

WHEREAS, per KPB 14.10.060, the naming of an unnamed road will not constitute a legal dedication for public right-of-way or for road maintenance purposes; and

WHEREAS, on January 24, 2022 public hearings were held by the Kenai Peninsula Borough Planning Commission to address all concerns about the proposed road naming; and

WHEREAS, Chapter 14.10 of the Kenai Peninsula Borough Code of Ordinances authorizes the Planning Commission to accomplish private road naming by Resolution.

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

Section 1. That the streets listed below are named as follows:

DESCRIPTION	FROM	TO	BASE MAP
A. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Expedition Ave	MP02
B. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Destination Ave	MP02

C. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Navigation Ave	MP02
D. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Trek Ave	MP02
E. Unnamed right-of-way; Section 36, T05N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Backpacker Ave	MP02
F. Unnamed right-of-way; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Hikers Ave	MP02
G. Unnamed right-of-way; Section 01, T04N, R01W; Seward Meridian, Kenai Peninsula Borough, AK; in the Moose Pass Community; ESN 601	Unnamed	Basecamp Ave	MP02

Section 2. That according to Kenai Peninsula Borough Code of Ordinance 14.10.030, the official street name map, 1:500 scale series base map, MP02; is hereby amended to reflect these changes.

Section 3. That the map showing the location of the named private road be attached to, and made a permanent part of this resolution.

Section 4. That this Resolution takes effect immediately upon adoption.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH THIS 13th DAY
OF JUNE 2022.

Blair J. Martin, Chairperson
Planning Commission

State of Alaska
Kenai Peninsula Borough

Signed and sworn to (or affirmed) in my presence this _____ day of _____ 2021 by
_____.

Notary Public

My Commission expires _____

E. NEW BUSINESS

4. Conditional Use Permit; PC Resolution 2022-23

**Request: Install a fence within the 50-foot Habitat Protection
District of the Kenai River**

Location 45920 Retreat Ct.; PIN 059-630-31

Petitioner: Michael Lavalle





**Conditional Use Permit
Anadromous Waters Habitat Protection District
Staff Report**

KPB File No.	2022-23
Planning Commission Meeting:	June 13, 2022
Applicant	Michael Lavallee
Mailing Address	45920 Retreat Ct Soldotna, AK 99669
Legal Description	T 5N R 10W SEC 19 SEWARD MERIDIAN KN 2003038 DENISON HOMESTEAD SUB PART 4 TRACT B-1
Physical Address	45920 Retreat Ct
KPB Parcel Number	05763031

Project Description

A Conditional Use Permit is sought pursuant to KPB 21.18 for the construction of a 305 foot fence, of which 150 feet is within the 50-foot Habitat Protection District of the Kenai River, as established in KPB 21.18.040.

Background Information

Applicant proposes to install a rail fence along three sides of his parcel, adjoining Tukak Harbor on the upstream side, as shown on map, a few feet above the ordinary high water mark and his existing bank restoration project.

Project Details within the 50-foot Habitat Protection District

1. Installation of 3-4 foot tall wooden fence, of which approximately 150 feet will be in the Habitat Protection District.
2. Installation of 16, 4x4 wooden fence posts.
3. Minimal removal of vegetated material.

General Standards

Pursuant to 21.18.081(D) General Standards, the following standards shall be met before conditional use approval may be granted:

1. The use or structure will not cause significant erosion, sedimentation, damage within the habitat protection district, an increase in ground or surface water pollution, and damage to riparian wetlands and riparian ecosystems; **Conditions 1-5, 11, 12 and Finding 4 appear to support this standard.**
2. Granting of the conditional use shall be consistent with the purposes of this chapter, the borough comprehensive plan, other applicable chapters of the borough Code, and other applicable planning documents adopted by the borough; **Findings 1-8, 11-13 appear to support this standard.**
3. The development of the use or structure shall not physically damage the adjoining property; **Finding 7 appears to support this standard.**
4. The proposed use or structure is water-dependent; **Findings 1-4, 8 appear to support this standard.**

5. Applicant's or owner's compliance with other borough permits and ordinance requirements; **Finding 13 appears to support this standard.**

Findings of fact pursuant to KPB 21.18.081 Conditional Use Permit

1. Portions of this proposed project are within the 50-foot habitat protection district as defined by KPB 21.18.040.
2. Pursuant to KPB 21.18.081(B)(2), construction of fences may be approved as a conditional structure/use within the habitat protection district.
3. Pursuant to 21.18.081(D) General Standards, staff finds that the proposed project meets the five general standards.
4. Pursuant to KPB 21.18.020(A), this chapter was established to protect and preserve the stability of anadromous fish through controlling shoreline alterations and disturbances along anadromous waters and to preserve nearshore habitat.
5. Pursuant to KPB 21.18.20(B)(5), one purpose of this chapter was established to separate conflicting land uses.
6. Pursuant to KPB 21.06.050, an open rail fence allows for unobstructed passage of water.
7. Pursuant to KPB 21.06.081(D)(3), the proposed work will occur on the applicant's property and shall not have an adverse effect on adjoining properties.
8. Kenai Peninsula Borough Planning Commission Resolution 2015-35 defines water-dependent as:
"...a use or structure located on, in or adjacent to water areas because the use requires access to the waterbody. The definition is applicable to facilities or activities that must be located at or near the shoreline and within the 50-foot buffer. An activity is considered water dependent if it is dependent on the water as part of the intrinsic nature of its operation. Examples of water dependent facilities may include, but are not limited to, piers, boat ramps, and elevated walkways."
9. The River Center found the application complete and scheduled a public hearing for June 13, 2022.
10. Agency review was distributed on May 27, 2022. No comments or objections have been received from resource agencies to date.
11. Pursuant to KPB 21.11.030, public notice was mailed to all property owners within a radius of 300 feet of the project on May 27, 2022. A total of 16 mailings were sent. No comments or objections have been received to date.
12. Pursuant to KPB 21.11.020, public notice was published in the Peninsula Clarion on June 2, 2022 and June 9, 2022.
13. The applicant is currently in compliance with Borough permits and ordinances.

Permit Conditions

1. Construction techniques and best management practices shall be utilized to ensure that land disturbing activities do not result in runoff or sedimentation to the Kenai River.
2. The fence must be designed and installed to meet KPB floodplain requirements.
3. The permittee shall minimize damage to all vegetation and shall revegetate all disturbed areas with native vegetation.
4. For each tree removed, two seedlings less than 5.5-feet tall of a species native to the region will be planted within the 50-foot HPD.
5. Storage or use of fuel is prohibited within 50-feet of any open water.
6. The River Center shall be notified at least 3 days prior to the start of the project.
7. If changes to the approved project described above are proposed prior to or during its siting, construction, or operation, the permittee is required to notify the River Center to determine if additional approval is required.

8. The permittee shall be held responsible for the actions of the contractors, agents, or others who perform work to accomplish the approved plan.
9. The construction or installation phase of this Conditional Use Permit must be completed within one calendar year from the date of the permit's issuance, or the Conditional Use Permit shall expire unless the Planning Commission finds that more time is necessary to effectuate the purposes of this chapter, in which case the commission may extend the deadline for a maximum of six years from the date of issuance. Prior to its expiration date and upon written request, the Planning Director may grant a Conditional Use Permit extension for 12 months (KPB 21.18.081 (H)).
10. In addition to the penalties provided by KPB 21.18.110, and pursuant to KPB 21.50, the permit may be revoked if the permittee fails to comply with the provisions of this chapter or the terms and conditions of a permit issued under this chapter. The Borough Clerk shall provide at least 15 day's written notice to the permittee of a revocation hearing before the hearing officer (KPB 21.18.082).
11. The permittee shall comply with the terms, conditions and requirements of the Kenai Peninsula Borough Code of Ordinances Chapter 21.18, and any regulations adopted pursuant to this chapter.
12. The permittee is responsible for abiding by all other federal, state, and local laws, regulations, and permitting requirements applicable to the project (KPB 21.18.081 (G)).

Attachments

Multi-Agency Application
Draft Resolution 2022-23

Recommendation

Based on the findings, staff finds that the proposed project meets the five general standards of KPB 21.18.081. The Planning Commission could consider additional permit conditions to mitigate for any habitat loss if it chooses.

Staff recommends the Planning Commission grant a Conditional Use Permit for the proposed project details subject to adopted conditions as set forth in 2022-23.

Note: An appeal of a decision of the Planning Commission may be filed to the Hearing Officer, in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances, Chapter 21.20.250. An appeal must be filed with the Borough Clerk within 15 days of date of the notice of the decision using the proper forms and be accompanied by the filing and records preparation fee.

END OF STAFF REPORT

Multi Agency Permit Application



514 Funny River Road, Soldotna, AK 99669 • (907) 714-2460 • KenaiRivCenter@kpb.us

Applicant Information:

Name: MICHAEL LAVALLÉE
 Owner? ☒ Yes ☐ No
 Mailing: 45920 RETREAT CT.
SOLDOTNA, AK 99669
 Phone: (907) 953-6685
 Email: MLAVALLÉE44@GMAIL.COM

Agent Information: (if applicable)

Name: _____
 Mailing: _____
 Phone: _____
 Email: _____

Project Location:

KPB Parcel ID: KRD 81-41 TRACT B-1
 Physical Address: 45920 RETREAT CT.
SOLDOTNA, AK
 Waterbody Name: KENAI RIVER
 River Mile: 15 Riverbank: ☒ Right
 looking downstream ☐ Left

Subdivision: _____
 Lot: _____ Block: _____ Addn/No.: _____
 Directions to site: _____

Permit Fees: (please select the applicable permit fees)

- ☐ \$100 - ADNR State Parks Permit ☐ \$300 - KPB Conditional Use Permit
☐ \$50 - KPB Habitat/Floodplain Permit ☐ \$300 - KPB Floodway Development Permit

Project Description: ☒ New Project ☐ Extension ☐ Amendment to RC# _____

Provide a detailed description of your project and all related activities, use additional pages if needed. Include the following information for all existing and proposed structures:

- **Project location & dimensions**
- **Waterbody description & proximity**
- **Proximity to OHW and/or HTL**
- **Construction methods/equipment**
- **Filling/dredging/excavation:**
 - type, volume, area, location
- **Fuel Storage:** location, quantities
- **Vegetation Removal:** location, amount, type

THREE to FOUR FOOT TALL FENCE ON WEST PROPERTY LINE
ADJOINING TUKAK HARBOR; AND EAST FOR 50'.

KPB Tax Credit: (skip this section if your project is prior existing, only applicable to NEW projects)

Please provide your estimated project cost(s) below. Do not include grants or other funding assistance:

Elevated Light Penetrating Structure(s) \$ _____
 Bank or Habitat Restoration & Protection \$ _____
 Other Activities \$ _____

Project Questions:

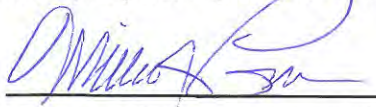
Note: Use Ordinary High Water (OHW) for non-tidal waters, and Mean High Tide (MHT) for tidal waters.

1. Start date: May 2022 End date: July 2022 Estimated Days of Construction: 60
2. Is the project located within 50 feet of OHW or HTL a waterbody? ☒ Yes ☐ No
3. Does any portion of the project extend **below** the OHW or HTL of the stream or waterbody? ☐ Yes ☒ No
4. Does any portion of the project cantilever or extend **over** the OHW of the waterbody? ☐ Yes ☒ No
5. Will anything be placed below OHW or HTL of the waterbody? ☐ Yes ☒ No
6. Will material be extracted or dredged from the site? ☐ Yes ☒ No
7. Including areas below OHW or HTL, what is the total area (in acres) that will be excavated or dredged?
Total Area: _____ Type of Material: _____
Location you will depositing fill: _____
8. Will any material (including soils, debris, and/or overburden) be used as fill? ☐ Yes ☒ No
Type of material: _____ Amount: _____ Permanent ☐ or Temporary ☐
Will fill be placed below OHW or HTL: ☐ Yes ☐ No
9. List all motorized equipment to be used in this project, including access route to site, any stream or waterbody crossings, and (if applicable) how long equipment will be used below OHW or HTL: _____
JOHN DEERE POST HOLE DIGGER
10. Is any portion of the work already complete? ☐ Yes ☒ No
If yes, describe: _____

Signature & Certification:

This application is hereby made requesting permit(s) to authorize the work described in this application form. I certify the information in this application is complete and accurate to the best of my knowledge.

If applying for a tax credit: I certify that I have not begun construction of the project on this the property and that the proposed project will be constructed in a manner consistent with KPB 5.12 Real Property and Personal Property Taxes, KPB 5.14 Habitat Protection Tax Credit, and other applicable ordinances.



Applicant Signature (required)

5.7.22

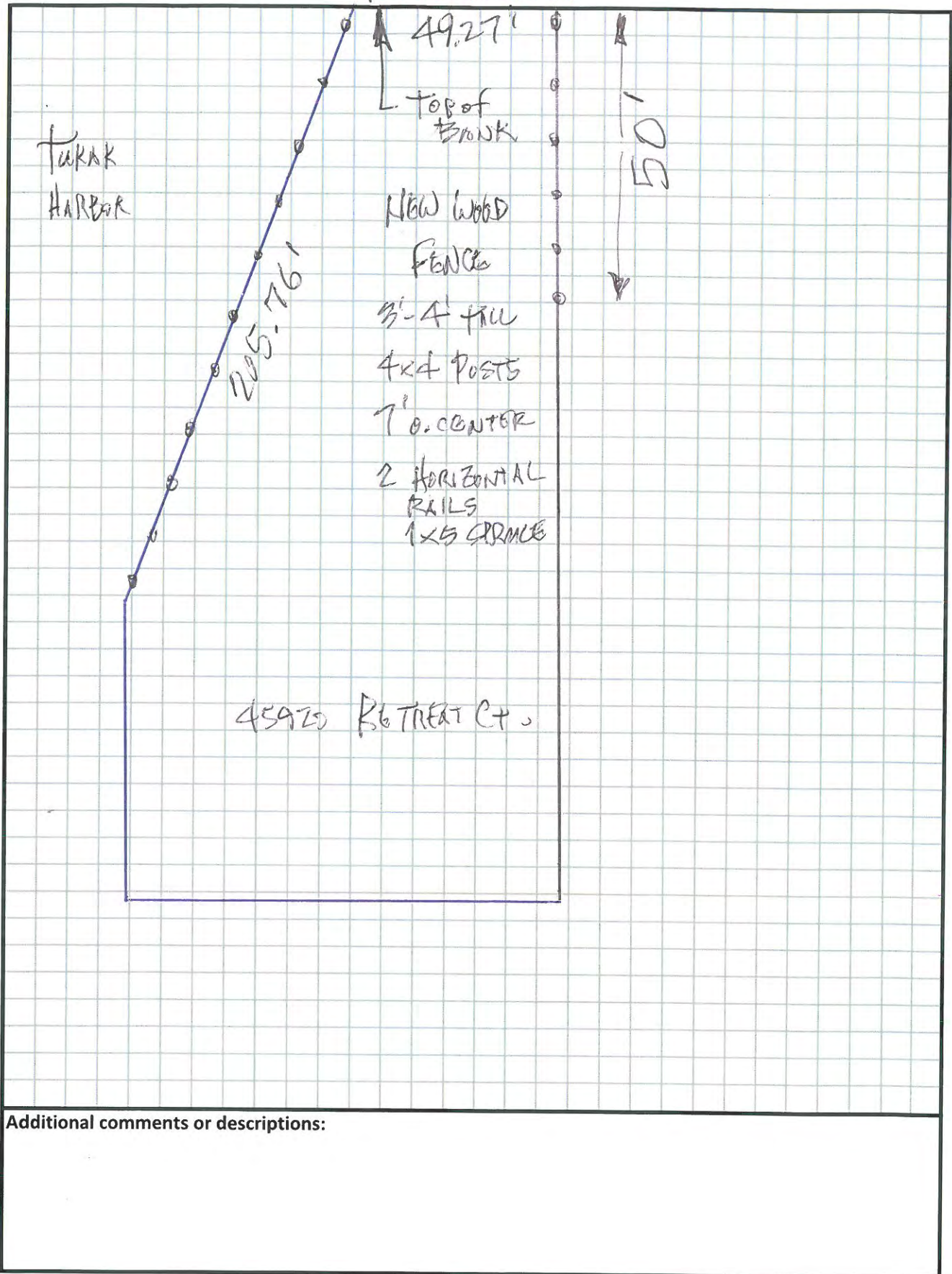
Date

Agent Signature (if applicable)

Date

Site Plan: Top View

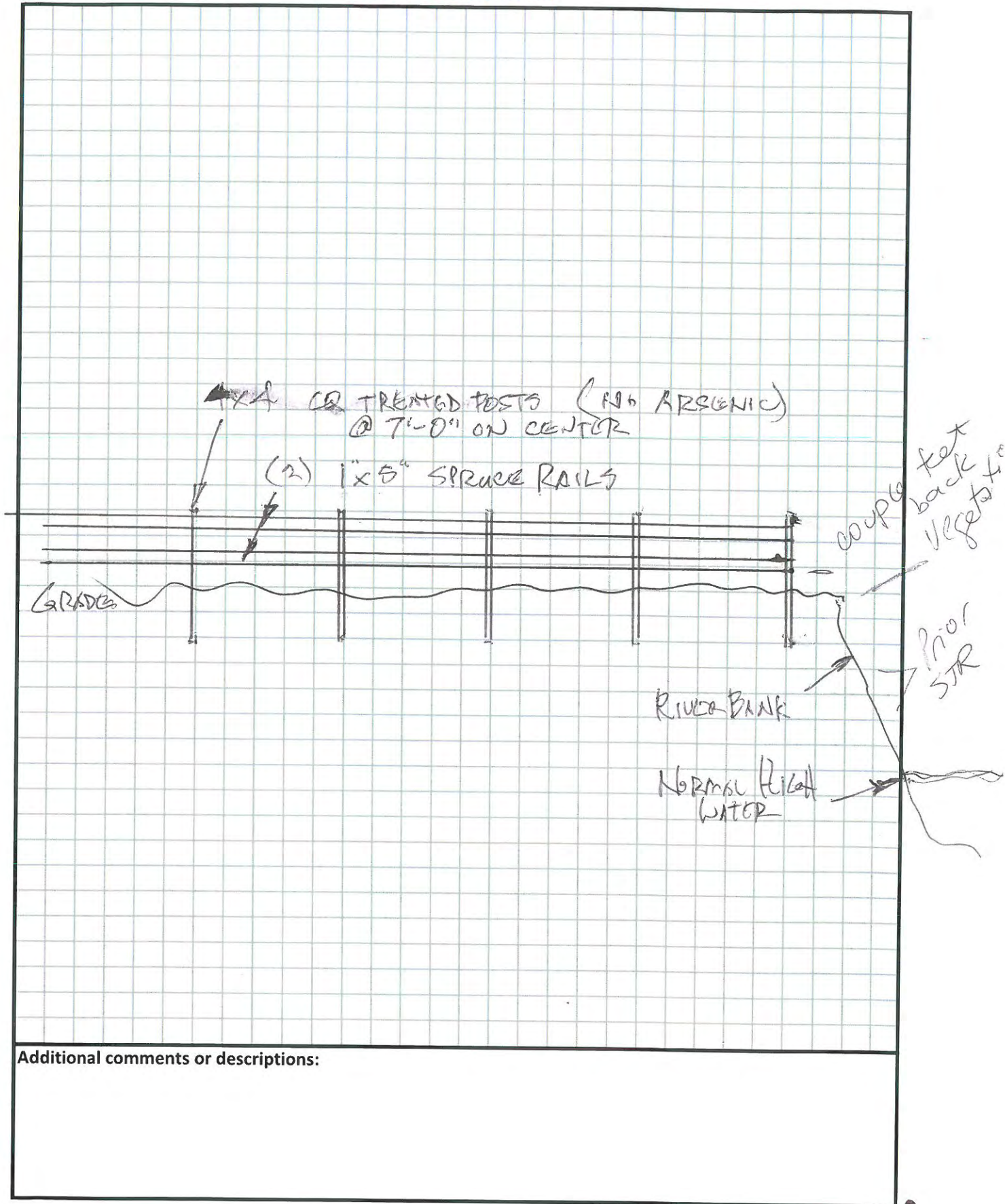
KENAI RIVER
MUST show the OHW line



Additional comments or descriptions:

Site Plan: Elevation or Side View

MUST show the OHW line





Donald E. Gilman River Center

514 Funny River Road, Soldotna, Alaska 99669 • (907) 714-2460 • (907) 260-5992 Fax

A Division of the Planning Department

Charlie Pierce
Borough Mayor

KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Public notice is hereby given that an application for a Conditional Use Permit has been received to install a fence on a parcel within the 50-foot Habitat Protection District of the Kenai River near Soldotna, Alaska. ***You have been sent this notice because you are a property owner within 300 feet of the described property.***

Pursuant to KPB 21.18.081(B)(3) Fences and KPB 21.18.091 Mitigation measures, projects within the 50-foot Habitat Protection District are not permitted unless a Conditional Use Permit (CUP) is approved by the Planning Commission. This project is located at T 5N R 10W SEC 19 SEWARD MERIDIAN KN 2003038 DENISON HOMESTEAD SUB PART 4 TRACT B-1, Soldotna, Alaska.

Petitioner: Michael Lavallee
45920 Retreat Ct
Soldotna, AK 99669

Public Hearing: The Kenai Peninsula Borough Planning Commission meeting will hold a public hearing on June 13, 2022 commencing at 7:30 p.m., or as soon thereafter as business permits. The meeting is to be held in the Borough Administrative Building, 144 N. Binkley St., Soldotna, Alaska. The public may also attend the meeting electronically/telephonically via Zoom. To join the meeting from a computer visit <https://us06web.zoom.us/j/9077142200>. To attend the Zoom meeting by telephone call toll free **1-888-788-0099 or 1-877-853-5247**. When calling in you will need the Meeting ID **907 714 2200**.

Public Comment: Anyone wishing to testify may attend the above meeting to give testimony, or may submit written comment via the methods below. **Written comments must be submitted by 1:00 pm Friday, June 10, 2022.**

Mail comments to:

Donald E. Gilman River Center
514 Funny River Road
Soldotna, Alaska 99669

Fax comments to:

(907) 260-5992

Email comments to:

planning@kpb.us
KenaiRivCenter@kpb.us

For additional information contact Morgan Aldridge, maldridge@kpb.us, Donald E. Gilman River Center, (907) 714-2465.

KENAI PENINSULA BOROUGH PLANNING COMMISSION

RESOLUTION 2022-23

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT PURSUANT TO KPB 21.18 FOR THE
CONSTRUCTION OF A FENCE WITHIN THE 50-FOOT HABITAT PROTECTION DISTRICT OF THE
KENAI RIVER.**

WHEREAS, Chapter 21.18 provides for the approval of Conditional Use Permits for certain activities within the habitat protection district; and

WHEREAS, KPB 21.18.081 provides that a conditional use permit is required for construction not meeting the standards of KPB 21.18.071; and

WHEREAS, KPB 21.18.091 provides for mitigation measures by the planning department staff to address impacts to the Habitat Protection District from a proposed, ongoing, or completed project; and

WHEREAS, public notice was sent to all property owners within a 300-foot radius of the proposed activity as provided in Section 21.11.030; and

WHEREAS, public notice was published in the Peninsula Clarion on June 2, 2022 and June 9, 2022 as provided in Section 21.11.020; and

WHEREAS, public testimony was received at the June 13, 2022 meeting of the Kenai Peninsula Borough Planning Commission;

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

That the Planning Commission makes the following findings of fact pursuant to KPB 21.18:

Section 1. Project Details Within the 50-foot Habitat Protection District

1. Installation of 3-4 foot tall wooden fence, of which approximately 150 feet will be in the Habitat Protection District.
2. Installation of 16, 4x4 wooden fence posts.
3. Minimal removal of vegetated material.

Section 2. Findings of fact pursuant to KPB 21.18.081

1. Portions of this proposed project are within the 50-foot habitat protection district as defined by KPB 21.18.040.
2. Pursuant to KPB 21.18.081(B)(2), construction of a fence may be approved as a conditional structure/use within the habitat protection district.
3. Pursuant to 21.18.081(D) General Standards, staff finds that the proposed project meets the five general standards.

4. Pursuant to KPB 21.18.020(A), this chapter was established to protect and preserve the stability of anadromous fish through controlling shoreline alterations and disturbances along anadromous waters and to preserve nearshore habitat.
5. Pursuant to KPB 21.18.20(B)(5), one purpose of this chapter was established to separate conflicting land uses.
6. Pursuant to KPB 21.06.050, an open rail fence allows for unobstructed passage of water
7. Pursuant to KPB 21.06.081(D)(3), the proposed work will occur on the applicant's property and shall not have an adverse effect on adjoining properties.
8. Kenai Peninsula Borough Planning Commission Resolution 2015-35 defines water-dependent as:
"...a use or structure located on, in or adjacent to water areas because the use requires access to the waterbody. The definition is applicable to facilities or activities that must be located at or near the shoreline and within the 50-foot buffer. An activity is considered water dependent if it is dependent on the water as part of the intrinsic nature of its operation. Examples of water dependent facilities may include, but are not limited to, piers, boat ramps, and elevated walkways."
9. The River Center found the application complete and scheduled a public hearing for June 13, 2022.
10. Agency review was distributed on May 27, 2022. No comments or objections have been received from resource agencies to date.
11. Pursuant to KPB 21.11.030, public notice was mailed to all property owners within a radius of 300 feet of the project on May 27, 2022. A total of 16 mailings were sent. No comments or objections have been received to date.
12. Pursuant to KPB 21.11.020, public notice was published in the Peninsula Clarion on June 2, 2022 and June 9, 2022.
13. The applicant is currently in compliance with Borough permits and ordinances.

Section 3. Permit Conditions

1. Construction techniques and best management practices shall be utilized to ensure that land disturbing activities do not result in runoff or sedimentation to the Kenai River.
2. The rail fence must be designed and installed to meet KPB floodplain requirements.
3. The permittee shall minimize damage to all vegetation and shall revegetate all disturbed areas with native vegetation.
4. For each tree removed, two seedlings less than 5.5-feet tall of a species native to the region will be planted within the 50-foot HPD.
5. Storage or use of fuel is prohibited within 50-feet of any open water.
6. The River Center shall be notified at least 3 days prior to the start of the project.
7. If changes to the approved project described above are proposed prior to or during its siting, construction, or operation, the permittee is required to notify the River Center to determine if additional approval is required.
8. The permittee shall be held responsible for the actions of the contractors, agents, or others who perform work to accomplish the approved plan.
9. The construction or installation phase of this Conditional Use Permit must be completed within one calendar year from the date of the permit's issuance, or the Conditional Use Permit shall expire unless the Planning Commission finds that more time is necessary to effectuate the purposes of this chapter, in which case the commission may extend the deadline for a maximum of six years from the date of issuance. Prior to its expiration date and upon written request, the

Planning Director may grant a Conditional Use Permit extension for 12 months (KPB 21.18.081 (H)).

10. In addition to the penalties provided by KPB 21.18.110, and pursuant to KPB 21.50, the permit may be revoked if the permittee fails to comply with the provisions of this chapter or the terms and conditions of a permit issued under this chapter. The Borough Clerk shall provide at least 15 day's written notice to the permittee of a revocation hearing before the hearing officer (KPB 21.18.082).
11. The permittee shall comply with the terms, conditions and requirements of the Kenai Peninsula Borough Code of Ordinances Chapter 21.18, and any regulations adopted pursuant to this chapter.
12. The permittee is responsible for abiding by all other federal, state, and local laws, regulations, and permitting requirements applicable to the project (KPB 21.18.081 (G)).

Section 4. Pursuant to 21.18.081(D) General Standards, the following standards shall be met before conditional use approval may be granted:

1. The use or structure will not cause significant erosion, sedimentation, damage within the habitat protection district, an increase in ground or surface water pollution, and damage to riparian wetlands and riparian ecosystems; **Conditions 1-5, 11, 12 and Finding 4 appear to support this standard.**
2. Granting of the conditional use shall be consistent with the purposes of this chapter, the borough comprehensive plan, other applicable chapters of the borough Code, and other applicable planning documents adopted by the borough; **Findings 1-8, 11-13 appear to support this standard.**
3. The development of the use or structure shall not physically damage the adjoining property; **Finding 7 appears to support this standard.**
4. The proposed use or structure is water-dependent; **Findings 1-4, 8 appear to support this standard.**
5. Applicant's or owner's compliance with other borough permits and ordinance requirements. **Finding 13 appears to support this standard.**

THIS CONDITIONAL USE PERMIT EFFECTIVE ON _____ DAY OF _____, 2022.

Blair Martin, Chairperson
Planning Commission

ATTEST:

Ann Shirnberg
Administrative Assistant

Note: An appeal of a decision of the Planning Commission may be filed to the hearing officer, in accordance with the requirements of the KPB Code of Ordinances, Chapter 21.20.250. An appeal must be filed with the Borough Clerk within 15 days of date of the notice of the decision using the proper forms and be accompanied by the filing and records preparation fee.

DESK PACKET ITEMS

(Items received after the publishing of the meeting packet on 6/7/22)

E. NEW BUSINESS

4. Conditional Use Permit; PC Resolution 2022-23

To: Kenai Peninsula Borough Planning Commission

RE: Public Hearing on June 13 with regards to installing a fence on a parcel within the 50-foot Habitat Protection District of the Kenai River

We, Ken and Nancy Eberle, are strongly opposed to the building of a fence within the Habitat Protection District of the Kenai River. This 50 foot area is to safeguard the habitat next to the Kenai River. A fence placed anywhere along the river in this protected area will at a minimum divert all wildlife, especially the moose, from their normal travel patterns. It will be an eyesore for anyone that sees it.

We have worked with the Kenai River Center multiple times. Once was to have dead spruce trees removed. Most recently, the permit to remodel the current home. We are following the rules of the Kenai River Center to protect the Kenai River. The petitioner is two homes from us, also right on the river. We should all have to abide by the same rules, no exceptions.

Please, do not allow a fence to be built in the 50-foot Habitat Protected District.

*Thank you,
Ken Eberle
Nancy Eberle*

Date; June 9, 2022

Mr./Ms. Morgan Aldridge
Donald E Gilman River Center
514 Funny River Road
Soldotna, Alaska 99669

My name is Paul Michelsohn Jr. I am President of the Aurora Harbor Property Owners Association located on Retreat Court in Soldotna, Alaska. In this matter I am representing myself as the association has not discussed the issue and I do not feel that it is necessary to bring it up to the remaining 10 members of the association. I reside at lot 7 Aurora Harbor Subdivision (45825 Retreat Court).

I am against granting Mr. Lavallee who resides at 45920 Retreat Court permission to construct a fence within the 50' foot habitat Protection area pursuant KPB 21.18.091, and KPB 21.18.08 (B) (3) fences. The reasons are listed as follows.

The area where we all reside is a Moose calving area including the Island directly across the channel from Mr. Lavallee's residence. In the event there is a birth and the cow and calf and or calf's get separated does one or the other have to run the fence line to retreat court and back track to get reconnected. Just a selfish stupid idea.

The proposed fence has no design that has been discussed. Will the fence add value to the habitat or vegetation within the required set back, I doubt it, will the fence let light through all the time as is required when constructing a walkway? How tall will the fence be? What material will the fence be constructed of? What value does the fence add to the area and surrounding properties?

The only reason I believe that Mr. Lavallee wishes to install a fence is because he seems to have trouble getting along with his immediate neighbor. The installation of a fence and having it take away from the beauty of the Kenai River will not help him get along with his neighbor any better would be my guess.

I again ask that you please deny the request for the installation of a fence within the 50' set back area and instruct Mr. Lavallee to come up with an alternate means of separating himself from his neighbor.

If you need to talk with me or ask questions pertaining to my comments feel free to contact me via my cell at 907-727-0611.

Thank you for taking the time to read my concerns,

Paul Michelsohn Jr.

E. NEW BUSINESS



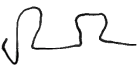

- 5. Ordinance 2022-22: Authorizing a negotiated lease option and subsequent ground lease of certain real property containing 40 acres more or less to Utopian Power for the development of a solar farm facility.**


Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Lee Frey, Solid Waste Director 
Robert Ruffner, Planning Director 
Marcus Mueller, Land Management Officer 

FROM: Aaron Hughes, Land Management Agent 

DATE: May 26, 2022

RE: Ordinance 2022-____, Authorizing a Negotiated Lease Option and Subsequent Ground Lease of Certain Real Property Containing 40 Acres More or Less to Utopian Power for the Development of a Solar Farm Facility (Mayor)

Utopian Power (UP) has submitted an application for a negotiated lease/option-to-lease of approximately 40 acres of Borough-owned land located in Sterling. The subject parcel is a decommissioned waste facility, commonly referred to as the Sterling Special Waste Site.

Utopian Power proposes to use the decommissioned facility for the installation of a 2-Megawatt solar generation facility (solar farm). As proposed, the development of the site will occur above ground using concrete form ballasts and/or in a manner approved by the Borough in order to prevent damage to the waste facility liner, existing containment measures and monitoring wells. Entering into a negotiated lease with UP will provide a compatible and productive use for the decommissioned waste site, as well as provide additional security and oversight of the grounds and generate new revenue for the Borough.

The lease terms include a base fixed rental amount for an initial 25-year term, with two 10-years renewals, in addition to a 12% royalty paid to the Borough on all power generated from the facility. A three-year option to lease would be provided for \$3,500/year for project engineering and due diligence prior to entering the lease.

Your consideration of this ordinance is appreciated.

Introduced by:	Mayor
Date:	6/7/22
Hearing:	6/21/22
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2022-**

**AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE OPTION AND
SUBSEQUENT GROUND LEASE OF CERTAIN REAL PROPERTY CONTAINING 40
ACRES MORE OR LESS TO UTOPIAN POWER FOR THE DEVELOPMENT OF A
SOLAR FARM FACILITY.**

WHEREAS, the Kenai Peninsula Borough (Borough) has fee title to the parcel described in Section 1 of this ordinance which was acquired from the State of Alaska by patent issued in 1975; and

WHEREAS, Utopian Power, LLC (“UP”) has submitted an application for a negotiated lease by way of a lease option for 40 acres of land; and

WHEREAS, the subject property, commonly referred to as the “Sterling Special Waste Site”, is classified as “waste handling” and managed as a decommissioned solid waste facility with continued subsurface management responsibilities; and

WHEREAS, due to the parcel’s location and favorable attributes resulting from prior use, it has been identified as a desirable site to accommodate a two megawatt solar farm facility; and

WHEREAS, the use proposed by UP will be conditioned to not interfere with or damage the existing waste management measures required by the State of Alaska; and

WHEREAS, entering into a lease option agreement will provide UP the ability to conduct necessary due diligence and negotiate potential contracts as an independent power producer (“IPP”) for the sale of the electricity generated from the proposed facility prior to entering into a ground lease with the Borough; and

WHEREAS, the Borough’s Planning Commission at its regularly scheduled meeting of June 13, 2022, recommended _____;

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

SECTION 1. That leasing of the 40 acres, legally described as: Government Lot 3 of Section 1, Township 5 North, Range 9 West, Seward Meridian, Third Judicial District, State of Alaska, to Utopian Power, LLC, pursuant to KPB 17.10.100(I) and 17.10.140(B) is in the best interest of the Borough based on the following:

- A. Under the terms of the Lease, the proposed use would be developed in a way that is compatible with the Borough's solid waste program requirements and objectives.
- B. The proposed use will make productive use of idle land, resulting in power generation beneficial to the residents of the Borough and important revenue to the Land Trust Fund.
- C. Active use and additional security measures developed under the Lease will benefit the Borough's site security and potentially reduce nuisance issues at the location.

SECTION 2. Pursuant to KPB 17.10.230, the assembly authorizes an exception to the requirements of 17.10.110, Notice of Disposition, based on the following findings of facts:

- 1. Special circumstances or conditions exist.
 - a. The proposed lease is solely with Utopian Power, LLC and for the purpose of operating and maintaining a solar farm site.
- 2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
 - a. The property is not being disposed through a sale. The proposed lease is solely with Utopian Power, LLC for the purpose of operating and maintaining a solar farm site. To provide notice to Utopian Power's competitors of an opportunity to lease a site that UP approached the Borough about would be unfair and detrimental to UP and is not a practical manner of complying with the intent of KPB Chapter 17.10.
- 3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
 - a. The solar farm site is compatible with the surrounding land uses.

SECTION 3. That the Lease Option shall be for a term of up to three years commencing on the effective date of the Agreement and terminating on the third anniversary of the effective date. A \$3,500 annual fee shall be paid to the Borough for each year the Lease Option is in place. During the Lease Option period UP shall be provided the

exclusive right to use the premises for the purpose of determining feasibility of the proposed solar project, subject to the Borough's reserved rights to continue to manage for solid waste purposes.

SECTION 3. That the Lease Option shall provide that UP may enter a ground lease of the real property described in Section 1 for an initial 25-year term, with two consecutive 10-year renewal periods. A fixed annual base rent payment shall be \$250.00 per acre for a total annual lease amount of \$10,000.00 per year. Additional rental compensation shall be in the form of a 12% royalty payment to be calculated by the annual gross revenue from the sale of power generated from the solar facility.

SECTION 4. That the rental and royalty amounts authorized above are negotiated values, established without the use of an independent appraisal, which consider the character of the property, the nature of the use, and the retained rights of the Borough.

SECTION 5. The mayor is authorized to sign any documents necessary to effectuate this ordinance.

SECTION 6. That UP shall have until 90 days after enactment of this ordinance to execute the Lease Option agreement.

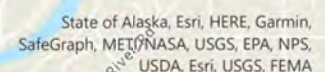
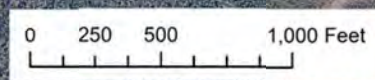
SECTION 7. That this ordinance shall be effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS _____ DAY OF _____, 2022.

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, Borough Clerk



**Utopian Power
SOLAR ENERGY OPTION AGREEMENT**

THIS SOLAR ENERGY OPTION AGREEMENT (“Agreement”) is dated _____, 2022, and is made by and between the **Kenai Peninsula Borough, (“KPB” or “Lessor”) an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, AK 99669** Lessor and **Utopian Power, LLC, (UP or “Lessee”) a Michigan Company, whose address is 6036 7 Mile Road, South Lyon, MI 48178 .**

Recitals:

- A. LessorLessor owns that certain real property located in the Kenai Peninsula Borough,State of Alaska, as more particularly described herein.
- B. Lessee desires to obtain an option to lease portions of the Premises (as hereinafter defined) for the development, construction, and operation of Solar Facilities (as hereinafter defined) and other related purposes.
- C. Subject to the terms and provisions of this Agreement, it is the intent of the Parties that Lessee be permitted to conduct certain activities on the Premises or a portion thereof, as specified in this Agreement, and it is further the intent of the Parties such use by Lessee shall not exclude or prevent the conduct by LessorLessor of other lawful activities on the Premises so long as the conduct of such activities does not adversely affect the development, construction and operation of the Solar Facilities or the reasonable exercise by Lessee of its rights set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) The term “**Applicable Law**” means each statute, regulation, code, rule, ordinance, judgment, order, writ, injunction, decree, award, or any other directive which is legally binding and has been enacted, issued or promulgated by any governmental authorities having jurisdiction over the Parties or the Premises.
- (b) The term “**Assignee**” shall mean any purchaser, assignee, sublessee or transferee of all or any portion of Grantee’s rights, title and/or interests in, to and under this Agreement.
- (c) The term “**Environmental Laws**” means all statutes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, handling, release, discharge, storage or disposal of Hazardous Materials, including, but not limited to, the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.).
- (d) The term “**Hazardous Materials**” means petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas or any chemical, material or substance defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substances,” or words of similar import, under all Environmental Laws.

(e) The term “**Lease Agreement**” shall mean a lease agreement providing Lessee with all necessary rights to develop, construct, and operate the Solar Facilities and not inconsistent with the terms set out in Exhibit A.

(f) “**Option**” means the exclusive option granted herein by LessorLessor to Lessee to enter into the Lease Agreement.

(g) “**Option Period**” means the period commencing on the Effective Date and ending on the earlier to occur of i) the Effective Date of a lease agreement signed in connection with this Agreement, or ii) the third (3rd) anniversary of the Effective Date, unless sooner extended or terminated as provided herein.

(h) The term “**Project**” means the Solar Facilities and those parcels of land upon which Grantee plans to construct the Solar Facilities, together with such adjoining property that is deemed necessary in Grantee’s judgment for the operation of the Solar Facilities.

(i) The term “**Solar Facilities**” means all or any combination of the following: one or more solar photovoltaic gathering devices including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, and monitoring equipment for the conversion of solar energy into electrical energy and the collection, conditioning, storage and transmission of electrical energy (“**SGDs**”), above-ground and/or underground electrical transmission and communication lines and related equipment, footings, towers, poles, crossarms, guy lines, anchors and wires, collection and transmission grids, power conditioning equipment, substations, interconnections and/or switching facilities and transformers (“**Transmission Facilities**”), energy storage facilities (including, without limitation, battery storage facilities), telecommunications equipment, laydown areas, radio relays, roads and gates, signs and fences, meteorological towers, pyranometers and other solar measurement equipment, control buildings, maintenance yards and other related facilities, machinery, equipment and improvements.

2. Option; Option Payment.

2.1 LessorLessor hereby grants the Option to Lessee. Lessee may exercise the Option by delivering a notice in the manner described in Section 12.7 (“**Exercise Notice**”). Upon Lessee’s exercise of the Option in the manner required, LessorLessor and Lessee shall enter into a Lease Agreement with the terms not inconsistent with those set forth in Exhibit A and including all other terms necessary to the development, construction, and operation of the Solar Facilities.

2.2 The Option Payment shall be made within 60 days of the dates below and in the amounts in U.S. dollars according to the following schedule:

Date	Annual Amount
Effective Date of Agreement	\$3,500.00
First Anniversary	\$3,500.00
Second Anniversary	\$3,500.00

3. Premises. LessorLessor owns that certain real property located in the Kenai Peninsula Borough, STATE of Alaska, as more particularly described on the map or plat attached hereto as Exhibit B and the legal description attached hereto as Exhibit B-1 which has been designated as the Premises hereunder. In

the event of a discrepancy between the map and the legal description, the map shall express intent as to control. Lessee may designate a portion of the Premises in the Exercise Notice to serve as the Premises under the Lease.

4. Use of Premises.

4.1 During the Option Period. During the Option Period, Lessee shall have the exclusive right to use the Premises for the purpose of determining the feasibility of Solar Energy conversion on the Premises. The foregoing right to use the Premises during the Option Period includes the right to conduct surveys and environmental, biological, cultural, geotechnical and other tests, including geotechnical drilling and studies, provided the existing solid waste landfill protective liners and monitoring wells are not disturbed or breached.

4.2 Following the Exercise of the Option. Upon its exercise of the Option, Lessee shall have the exclusive right to occupy and use the Premises for the purpose of development, construction and operation of a solar-powered electrical generating facility for the conversion of Solar Energy into electrical energy and the collection, conditioning and transmission of electrical energy, whether or not generated on the Premises, together with other related purposes and activities, pursuant to the terms and conditions of the Lease Agreement.

5. Term.

5.1 Option Period. The Option Period shall commence on the Effective Date and end on the third (3rd) anniversary of the Effective Date, unless sooner extended or terminated as provided herein.

5.2 Less's Right to Terminate. Lessee shall have the right to terminate this Agreement, at any time and from time to time, upon thirty (30) days' prior written notice to the LessorLessor. In such case, no payments due after such termination date shall be due to LessorLessor, and neither party shall have any responsibility or liability to the other hereunder.

5.3 LessorLessor's Right to Terminate. LessorLessor shall have the right to terminate this Agreement only upon an Event of Default and as stipulated in Section 11.1(b).

6. Termination of Agreement.

6.1 Events Causing Termination. The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of the Option Period of this Agreement without Lessee delivering the Exercise Notice; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) Lessee terminates this Agreement in accordance with Section 5.2; or
- (d) LessorLessor terminates this Agreement in accordance with Section 5.3; or
- (e) Lessee exercises its rights to terminate this Agreement in accordance with the provisions of Section 11.2.

7. Repair of Improvements; Damages.

In the event that the surface of the Premises is damaged (e.g., rutting of land) from activities of Lessee or its agents during the term of this Agreement, Lessee will, at its expense, promptly restore the surface of the Premises to a condition reasonably similar to that which existed immediately prior to the time of damage, provided that Lessee shall have no obligation to repair damage from patent or latent defects and damage caused by Lessor's activities. .

8. Less's Representations, Warranties and Covenants.

8.1 Lessee's Indemnity. Lessee shall indemnify, defend, protect, and hold Lessor harmless from and against any claims for physical damages to property and for physical injuries to any person, to the extent caused by Lessee or its employees', agents', or contractors' negligence or willful misconduct; provided, however, that Lessee's obligations for damage to crops, tile, fences, and other property or improvements on the Premises or the surface of the Premises during Construction Activities or resulting from other activities of Lessee or its agents during the term of this Agreement shall be governed exclusively by Section 7.

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

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

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

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

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

Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name Lessor as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

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

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

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

8.3 Mechanics' Liens. Lessee shall not permit any mechanics' liens to be filed against the Premises as a result of Lessee's use of the Premises and if any such mechanics' liens are so filed, Lessee shall promptly cause the removal thereof. If Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security as LessorLessor may reasonably request, or remove such lien from the Premises pursuant to applicable law.

9. No Interference. Throughout the Option Period, Lessee shall have the exclusive right to measure, evaluate, and convert all of the solar resources of the Premises. LessorLessor shall not interfere with, nor allow any other party to interfere with, the free, unobstructed and natural solar resource over and across the Premises, whether by constructing buildings or other structures or walls, planting trees or engaging in any other activity on the Premises or any adjacent property owned by LessorLessor. LessorLessor shall not conduct any activity, nor grant any rights to any third party, whether on the Premises or elsewhere, that would interfere in any way with Lessee's use of the Premises or the rights granted under this Agreement and LessorLessor shall exercise reasonable care not to disturb or uncover any below ground electrical cables. LessorLessor shall not grant any easement, license, lease or other right for access across any portion of the Premises to any third party in the business of development or operation of solar powered electrical

generation or which would otherwise materially interfere with Lessee's development and acquisition of the Solar Facilities. LessorLessor may use the Premises for those existing agricultural and residential uses that do not interfere with Lessee's use of the Premises and may, without Lessee's consent, enter into agricultural leases; provided that LessorLessor shall not enter into any new leases that would materially impair the exercise by Lessee of its right under this Agreement. LessorLessor will disclose known encumbrances on the Premises on the form that is attached as Exhibit C hereto.

10. Assignment; Cure.

10.1 Assignees. Lessee may assign this Agreement in whole or in part at any time upon notice to and with expressed written consent of LessorLessor. Lessee or an assignee that has assigned an interest under this Section will give notice of such assignment (including the address of the assignee thereof for notice purposes) to LessorLessor. Failure to give such notice shall constitute a default under this Agreement.

10.2 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest herein, Lessee (or any approved assignee) shall have the right, but not the obligation, at any time prior to the effective date of termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any assignee or grantee hereunder necessary to prevent the termination. If Lessee or an assignee holds an interest in less than all of the Agreement or the Premises any default under this Agreement shall be deemed remedied, as to any such partial interest, and LessorLessor shall not disturb such partial interest, if Lessee or the assignee, as the case may be, cures its pro rata portion of the default by paying the consideration, if any, and performing all other obligations attributable to Lessee or the assignee, as the case may be, holds an interest.

11. Default.

11.1 Remedies Upon Lessee's Default.

(a) **Event of Default.** An Event of Default shall occur only if Lessee shall have failed to perform any of Lessee's covenants under this Agreement (including the payment of consideration or other charges) and such failure continues for a period of thirty (30) days after written notice from LessorLessor (or if such failure is not reasonably capable of being cured within thirty (30) days, if Lessee shall not have commenced to cure the same within such thirty (30) day period and thereafter diligently prosecutes the same to completion).

(b) **Remedies following Events of Default.** Notwithstanding the foregoing, if any Event of Default occurs, and fails to be cured within thirty (30) days after written notice from LessorLessor, LessorLessor may terminate this Agreement upon thirty (30) days prior written notice to Lessee. If Lessee cures the Event of Default prior to the termination date specified in LessorLessor's notice, then this Agreement shall remain in full force and effect.

11.2 Remedies Upon LessorLessor's Default. If LessorLessor shall at any time be in default of any of its covenants or representations under this Agreement and such default shall continue for a period of thirty (30) days after written notice to LessorLessor (or if such default (other than a failure of a representation) is not reasonably capable of being cured within thirty (30) days, if LessorLessor shall not have commenced to cure the same within such thirty (30) day period and thereafter diligently prosecute the same to completion), then Lessee shall be entitled to exercise concurrently or successively any one or more of the following rights, in addition to all other remedies provided in this Agreement or available at law or in equity: (a) to bring suit for the collection of any amounts for which LessorLessor may be in default, or for the performance of any other covenant or agreement of LessorLessor, without terminating this Agreement; and/or (b) to offset any or all amounts owed by LessorLessor to Lessee against all amounts

next coming due from Lessee to LessorLessor; and/or (c) to terminate this Agreement upon thirty (30) days' written notice to LessorLessor, without waiving Lessee's rights to damages for LessorLessor's failure to perform its obligations hereunder.

12. Miscellaneous.

12.1 Exclusivity. Lessee shall have the exclusive option to acquire the Lease Agreement for the Premises for Solar Energy purposes. LessorLessor agrees that during the Option Period, LessorLessor will not initiate, solicit, encourage, or facilitate any inquiries, discussions, proposals, or offers with respect to, or enter into any agreement with respect to, any acquisition or purchase of a solar easement upon, or rights to use the Premises (or any part thereof, or any tract or parcel which includes the Premises) in the development of a Solar Energy production facility with any person other than Lessee.

12.2 Solar Data. Any and all solar resource data collected by or on behalf of Lessee either before or after the Effective Date shall at all times be the sole property of Lessee.

12.3 Damages. Except as expressly provided herein, neither Party shall be liable to the other for any indirect, incidental, or consequential damages whether based on contract, tort (including negligence), strict liability, or otherwise, resulting from or arising out of this Agreement, including, without limitation, loss of revenue or profits (anticipated or otherwise) or business interruptions, howsoever caused or arising. Nothing in this Section shall limit the amounts payable under any insurance policies maintained by the Parties, nor shall it limit actual damages incurred by any Party.

12.4 Confidentiality. Lessor shall maintain in the strictest confidence in accordance with KPB code, for the sole benefit of grantee, all information pertaining to the terms and conditions of this agreement, including, without limitation, the financial terms of this agreement. Lessee's site design and product design, methods of operation, methods of construction and power production of the solar facilities. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

12.5 Successors and Assigns. This Agreement shall burden the Premises and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective heirs, successors and assigns. Nothing set forth in this Agreement shall be deemed to limit or abridge Lessor's right to sell, transfer, or otherwise convey all or any portion of the Premises; provided that any such transfer shall be wholly subject to Lessee's rights pursuant to this Agreement.

12.6 Memorandum of Option. Lessor and Lessee shall execute a memorandum of this Agreement, in the form attached hereto as Exhibit D, and Lessee shall record such memorandum in the Official Records of the Kenai Peninsula Borough in which the Premises are located.

12.7 Notices. All notices pursuant to this Agreement shall be in writing and shall be sent only by the following methods: personal delivery; United States Mail (first-class, certified, return-receipt requested, postage prepaid); or delivery by a national, overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Federal Express, United Parcel Service, and DHL). For purposes of giving notice hereunder, the respective addresses of the parties are, until changed as hereinafter provided, the following:

Lessor: Kenai Peninsula Borough Land Management 144 N. Binkley Street Soldotna, AK 99669	Lessee: Utopian LLC 6036 7 Mile Road South Lyon, MI 48178
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Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices shall be deemed given on the date of personal delivery or, if mailed by certified mail, on the delivery date or attempted delivery date shown on the return-receipt.

12.8 Entire Agreement; Amendments. This Agreement and the attached Exhibits constitute the entire agreement between Lessor and Lessee respecting its subject matter, and replace and supersede any prior agreements. This Agreement shall not be modified or amended except in a writing signed by both Parties or their lawful successors in interest.

12.9 Attorneys' Fees. If either Party brings any action or proceeding against the other (including any cross-complaint, counterclaim or third-party claim) to enforce or interpret this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees and accountants' fees, which shall be payable whether or not such action or proceeding is prosecuted to judgment. For purposes hereof, the term "prevailing party" includes a party who dismisses an action for recovery in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

12.10 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

12.11 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska in which the Premises are located. Any lawsuit brought arising from this Agreement shall be filed in the courts of the Third Judicial District, State of Alaska, located in the City of Kenai, Alaska.

12.12 Counterparts. To facilitate execution, this Agreement may be executed in as many separate counterparts as may be convenient or required. It shall not be necessary that the signature of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties, hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

12.13 Approvals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below and this Agreement shall be effective as of the later of such dates.

LESSOR: The Kenai Peninsula Borough

Charlie Pierce, Mayor

Date: _____

GRANTEE: Utopian Power, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

ATTEST:
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND

Johni Blankenship, Borough Clerk

A. Walker Steinhage, Deputy Borough Attorney

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

GRANTEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2022, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of Utopian Power, an _____ corporation, the UP named in the attached instrument, and as such was authorized to execute this instrument on behalf of the UP.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A
MATERIAL LEASE TERMS

Ground Lease Term:

Lease term not to exceed 25-years with two consecutive 10-year renewal periods with consent and approval by both parties.

Ground Lease Amount:

During the term(s) of this agreement, UP shall pay a base fixed rent payment of \$250.00 per acre for a total annual lease amount of Ten Thousand Dollars (\$10,000.00). Additional rental compensation shall come in the form of a 12% royalty to be based off the gross revenue generated from the sale of power generated from the facility. Said royalty to be paid on an annual basis, on or before February 15th each year.

Additional Terms are as shown or may be incorporated on the attached Lease

EXHIBIT B
MAP OF THE PREMISES

EXHIBIT B-1
LEGAL DESCRIPTION OF PREMISES

Government Lot 3 of Section 1, Township 5 North, Range 9 West, Seward Meridian, Third Judicial District, State of Alaska

EXHIBIT C
PERMITTED ENCUMBRANCES

Any Land Subject to CRP Program? ☐ NO ☐ YES

If yes, please state the details:

Mortgages:

Easements:

Leases:

Other Agreements:

EXHIBIT D
MEMORANDUM OF OPTION AGREEMENT

[make any adjustments as to form as required by recording office]

(space above reserved for recording information)

MEMORANDUM OF LEASE OPTION AGREEMENT

THIS MEMORANDUM OF LEASE OPTION AGREEMENT (“**Memorandum**”) is made and entered into as of _____, 2022, by and between **Kenai Peninsula Borough, an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, AK 99669 (“Lessor”)**, and **Utopian Power, LLC, (UP) a Michigan Company, whose address is 6036 7 Mile Road, South Lyon, MI 48178 (“Lessee”)**.

1. This Memorandum evidences the existence of that certain Solar Energy Option Agreement dated _____, 2022 herewith between Lessor and Lessee (the “**Agreement**”) relating to certain real property (the “**Premises**”) located in the Kenai Peninsula Borough, State of _____, as more particularly described in **Exhibit A** attached hereto. The Agreement grants to Lessee the right to acquire a lease across portions of the Premises designated by Lessee at the time of its exercise of the option granted therein (the “**Option**”) for the development, construction, and operation of a solar energy generation facility. The purpose of this Memorandum is to notify all persons interested in said real property that Lessor and Lessee have entered into said Lease Option Agreement. The period for the exercise of the option granted under the Agreement is three (3) years, commencing on the date of this Memorandum.
2. This Memorandum is prepared for the purpose of giving notice of the Agreement and in no way modifies the express provisions of the Agreement. This Memorandum shall continue to constitute notice of the Agreement, even if the Agreement is subsequently amended.
3. To facilitate execution, this Memorandum may be executed in as many separate counterparts as may be convenient or required. It shall not be necessary that the signature of each Party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF this Memorandum of Option Agreement has been executed as of the date first written above.

LESSOR: The Kenai Peninsula Borough

Charlie Pierce, Mayor

Date: _____

GRANTEE: Utopian Power, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

ATTEST:
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND

Johni Blankenship, Borough Clerk

A. Walker Steinhage, Deputy Borough Attorney

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

GRANTEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

On the ____ day of _____, 2022, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of Utopian Power, an _____ corporation, the UP named in the attached instrument, and as such was authorized to execute this instrument on behalf of the UP.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A
(Memorandum of Option Agreement)
Legal Description

Government Lot 3 of Section 1, Township 5 North, Range 9 West, Seward Meridian, Third Judicial District, State of Alaska

SOLAR GROUND LEASE AGREEMENT

This SOLAR ENERGY GROUND LEASE AGREEMENT ("Agreement") is entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter "KPB" or "Lessor"), and Utopian Power, LLC, (UP) a Michigan Company, whose address is 6036 7 Mile Road, South Lyon, MI 48178 (hereinafter "UP" or "Lessee"). The Effective Date of this Agreement shall be the date the KPB executes the Agreement.

PART I. BACKGROUND

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

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

KPB

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

LESSEE

Utopian Power, LLC
6036 7 Mile Road
South Lyon, MI 48178

3. Contract Documents. As authorized by KPB Ordinance 2022-____, this Agreement is the final and complete understanding of the Parties. The following exhibits and appendices are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those exhibits or appendices:

Appendix A: Lease Provisions Required by KPB 17.10
Exhibit 1: Utopian Power Solar Energy Lease Option Agreement
Exhibit 2: Description of the "Property" and the "Leased Premises"
Exhibit 3: Leased Premises site sketch or maps
Exhibit 4: Memorandum of Lease

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

4. Definitions.

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

4.2. The term “Property” means the real property owned by the Kenai Peninsula Borough that is subject to this Agreement wherein a portion of the real property a solar energy farm is to be located, is leased to UP pursuant to the terms of this Agreement.

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

4.4. The terms “Solar Farm” includes erecting, installing, operating and maintaining solar generating power equipment, related structures and improvements necessary to the operation of a 2-Megawatt facility;

PART II. PROPERTY DESCRIPTION; USE; RENT

5. Description of Property.

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

a) The surface use of that entire property referred to as the Sterling Special Waste Site containing approximately 40 acres comprised of a solar production and production area buffer, including the air space above such ground space as described and depicted on Exhibit 1 and legally described as follows:

Government Lot 3 of Section 1, Township 5 North, Range 9 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska

5.2. The solar production and solar production buffer area descriptions within the leased premises may be adjusted by mutual written agreement of the parties, subject to the condition that the adjusted description may not conflict with or impact any prior mitigation efforts.

6. Allowed Use.

6.1. The Leased Premises is being leased for the purpose of erecting, installing, operating and maintaining a Solar Farm for the purpose of generating electricity to be sold to third parties. UP may, subject to the foregoing, make any improvement, alteration or modification to the Leased Premises as are deemed appropriate by UP as defined in the development plan for the permitted use herein. UP will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth which interferes with UP’s use of the Solar Production Area of the Leased Premises for the intended purposes. UP will have the exclusive right to install and operate, or contract for the installation, operation and maintenance, upon the Leased Premises a Solar Farm facility, which may include solar arrays, support structures, above and below ground conduit, towers, communication equipment, batteries, buildings, equipment, weather antennas, fencing, improved

roads and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary. Any and all allowed uses are conditioned upon, 1. KPB review and approval of Lessee's development plan; 2, No damage to the existing landfill liners and or monitoring wells; 3, KPB retaining access as may be deemed necessary for solid waste site management.

7. Rent.

7.1. During the term(s) of this Agreement, UP shall pay a base annual rent payment of \$250.00 per acre for a total annual lease amount of Ten Thousand Dollars (\$10,000.00). Additional rental compensation shall come in the form of a 12% royalty to be based on the gross revenue from the sale of power generated from the Solar Farm each calendar year. Said royalty to be paid on an annual basis, on or before February 15. The gross revenue generated shall be determined by review of annual reporting submitted by UP providing an annual summary along with supporting documentation of total kilowatt hours of energy generated, rate of sale for said energy and a copy of all respective IRS-1099 documentation.

8. Term.

8.1. The initial term will be twenty-five (25) years (the "Initial Term"), commencing on the Effective Date.

8.2. UP will have the option to extend the term of this Agreement for two (2) successive terms of ten (10) years each (each, a "Renewal Term"). Each Renewal Term will commence automatically, unless UP delivers notice to KPB, not less than thirty (30) days prior to the end of the then-current Term, of UP's intent not to renew. For purposes of this Agreement, "Term" includes the Initial Term and any applicable Renewal Term(s).

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

PART III. TERMINATION; SECURITY; ACCESS; REMOVAL

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

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

9.2. By KPB, upon written notice to UP, if UP is in breach of any term of this Agreement and fails to cure the breach within 60 days of the date a notice of breach is sent to UP, or 30 days if the breach is due to damage to critical solid waste infrastructure or obstruction to the repair or management thereof.

9.3. By KPB, upon written notice to UP, if by five (5) years from the commencement date, a Solar Farm Facility is not constructed, installed, and operational within the Leased Premises as contemplated under Section 6.

10. Taxes. UP shall pay any property taxes assessed on, or any portion of such taxes attributable to, the Solar Farm Facilities located on the Leased Premises, including private leasehold or possessory interest taxes as may be assessed by a taxing authority.

11. Fence & Site Security. Notwithstanding Section 4 above, UP will install a locked, galvanized chain link fence at least eight feet (8') in height around the perimeter of the Leased Premises to protect against unauthorized access. UP may also elect, at its expense, to construct such other enclosures and/or fences as UP reasonably determines to be necessary to secure its improvements situated upon the Leased Premises. UP may also undertake any other appropriate means to restrict access to the Leased Premises, including, without limitation, posting signs for security purposes. In addition to the above-referenced security measures, UP agrees, at its sole expense and as a condition of the lease, to develop and extend Jacobsen Avenue East to the easterly lot boundary of the leased parcel.

12. Access, Maintenance, and Utilities.

12.1. Access. During the Term, UP and its guests, agents, customers, lessees, sublessees and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to, the Leased Premises seven (7) days a week, twenty-four (24) hours a day. KPB agrees to cooperate with UP's efforts to obtain such utilities and services. If there are utilities already existing on the Leased Premises which serve the Leased Premises, UP may utilize such utilities and services. Upon UP's request, KPB will execute and deliver to UP requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of UP's request.

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

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

13. Equipment, Fixtures and Removal. The Solar Farm Facility will at all times be the personal property of UP and/or its sublessees and licensees, as applicable. UP or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as UP may deem necessary or appropriate. Such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, with the specific exclusion of the exterior security fence, will not be deemed to be part of the Leased Premises, but will remain the property of UP or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the leased premises for a period of six (6) consecutive months following construction of the tower (the "Removal Period"), UP must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, and erosion concerns, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation

materials, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine, without any obligation on the part of KPB to account to UP for any proceeds therefrom. Time is of the essence.

PART IV. ASSIGNMENT; KPB COLLOCATION; WARRANTIES

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

15. Rights Reserved by KPB.

15.1. KPB reserves the right to install communication equipment on leased premises, provided however that the installation of such equipment in no way obstructs UP's use and productivity of the leased premises. KPB reserves the right to lease to a third party a communication site up to 60'X60' along with reasonable and prudent access within the buffer area at which time said area shall be removed from the lease. Rental adjustments shall also be made to the base rental fees to account for the area removed on a prorated basis.

15.2. KPB reserves the right to enter and conduct required subsurface testing of the leased premises as may be required by local, state or federal regulatory agencies. The primary management obligation of the leased premises shall continue to be for the regulatory compliance of the prior solid waste facility. In the event a conflict exists between the proposed use of UP and the management obligations of KPB, the reserved rights of KPB required for the continued management of the site shall be considered the priority use of the leased premises.

15.3. KPB expressly reserves all subsurface interests in and to the leased premises. No subsurface activities, including excavation, shall be allowed on the leased premises without the written approval of KPB.

16. Covenants, Warranties and Representations.

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

16.2. KPB hereby represents the prior use of the leased premises as a decommissioned solid waste facility. Continued management obligations exist wherein KPB may be required to take future management actions as necessary to satisfy regulatory compliance of the site.

16.3. KPB will not do or knowingly permit anything during the leased term not related to KPB's ongoing management obligations related to the solid waste facility located on the leased premises that will unreasonably interfere with or negate UP's quiet enjoyment and surface use of the Leased Premises, or cause UP's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws provided, however, UP's use does not conflict with continued management obligations of KPB. In such case any management obligations of KPB shall be considered a priority use of the site. KPB will cooperate with UP in any effort by UP to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. KPB agrees, in its capacity as landowner, to promptly execute any necessary applications, consents or other documents as may be reasonably necessary for UP to apply for and obtain the proper zoning approvals required to use and maintain the Leased Premises and the Communication Facilities.

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

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

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

17. Waivers.

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

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

PART V. INSURANCE; INDEMNIFICATION; MISCELLANEOUS TERMS

18. INSURANCE. Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If UP's policies contain higher limits, the KPB shall be entitled

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

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

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

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

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

18.5. Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

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

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

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

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

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

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

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

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

20.4. The UP has an affirmative duty to protect from damage the Property and interests of the KPB related to this Agreement, specifically to include existing and future containment and monitoring infrastructure of the solid waste facility.

21. Indemnification.

21.1 UP agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by UP. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of UP arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify UP in a timely manner of the need for indemnification but such notice is not a condition precedent to UP's obligation and may be waived where UP has actual notice. This Agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against the KPB relating to UP's use and occupancy of the Leased Premises or the

Property. Notwithstanding the foregoing, UP's duty to indemnify, defend, and hold harmless KPB as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KPB, its employees, public officials, and volunteers.

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

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

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

25. Lessee Mortgages.

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

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

26. Miscellaneous.

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

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

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

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

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

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

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

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

PART VI. EXECUTION

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

LESSOR: The Kenai Peninsula Borough

By: _____

Print Name: _____

Date: _____

LESSEE: Utopian Power, LLC

By: _____

Print Name: _____

UTOPIAN POWER GROUND LEASE AGREEMENT

Site Name: Sterling Site

Its:

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

A. Walker Steinhage, Deputy Borough Attorney

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 202_, by _____, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires:

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 202_, before me personally appeared _____, _____ and acknowledged under oath that he/she is the _____ of Utopian Power, an _____ corporation, the UP named in the attached instrument, and as such was authorized to execute this instrument on behalf of the UP.

Notary Public: _____

My Commission Expires: _____

UTOPIAN POWER GROUND LEASE AGREEMENT

Site Name: Sterling Site

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

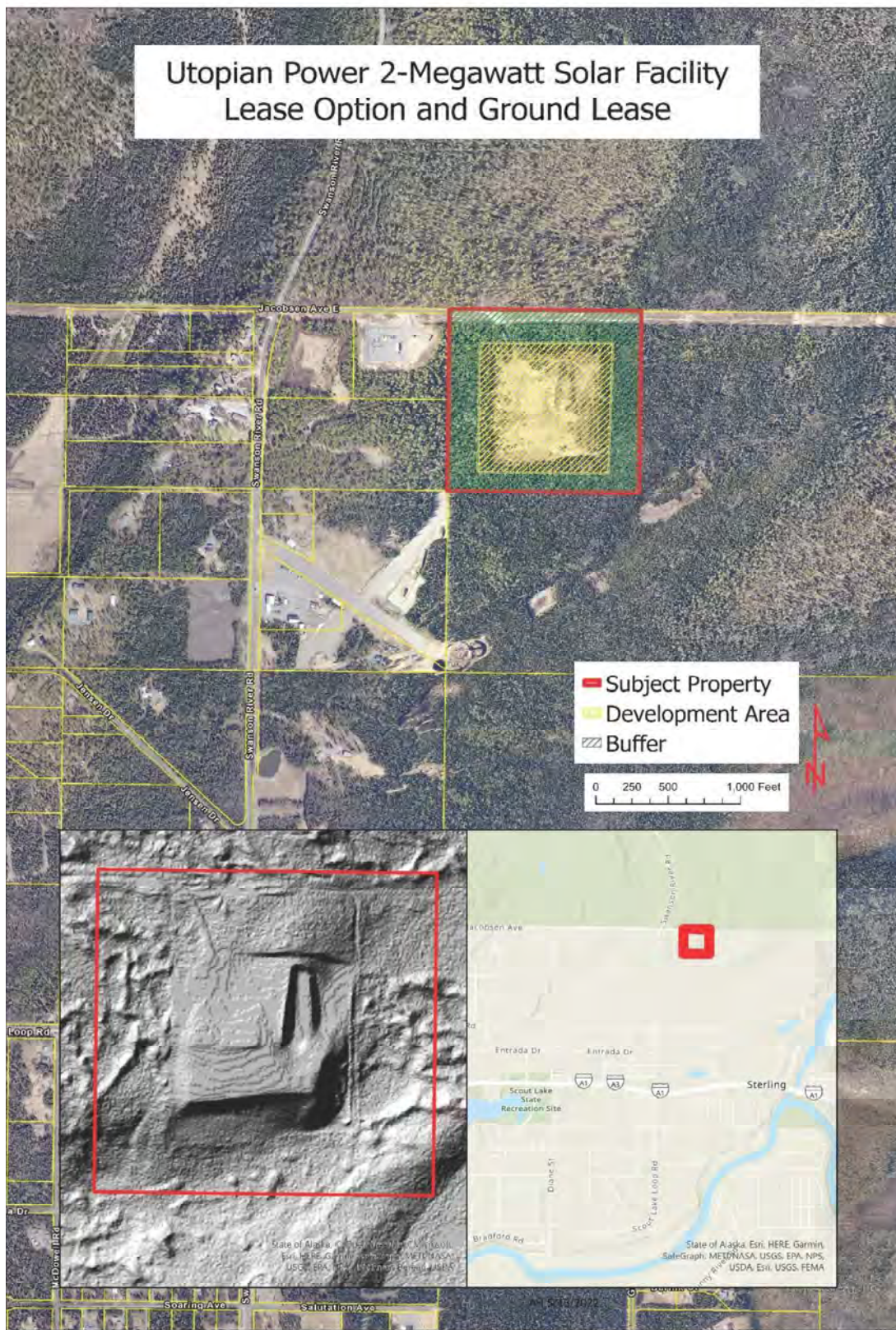
Government Lot 3 of Section 1, Township 5 North, Range 9 West, Seward Meridian, Third Judicial District, State of Alaska

EXHIBIT 2

Leased Premises

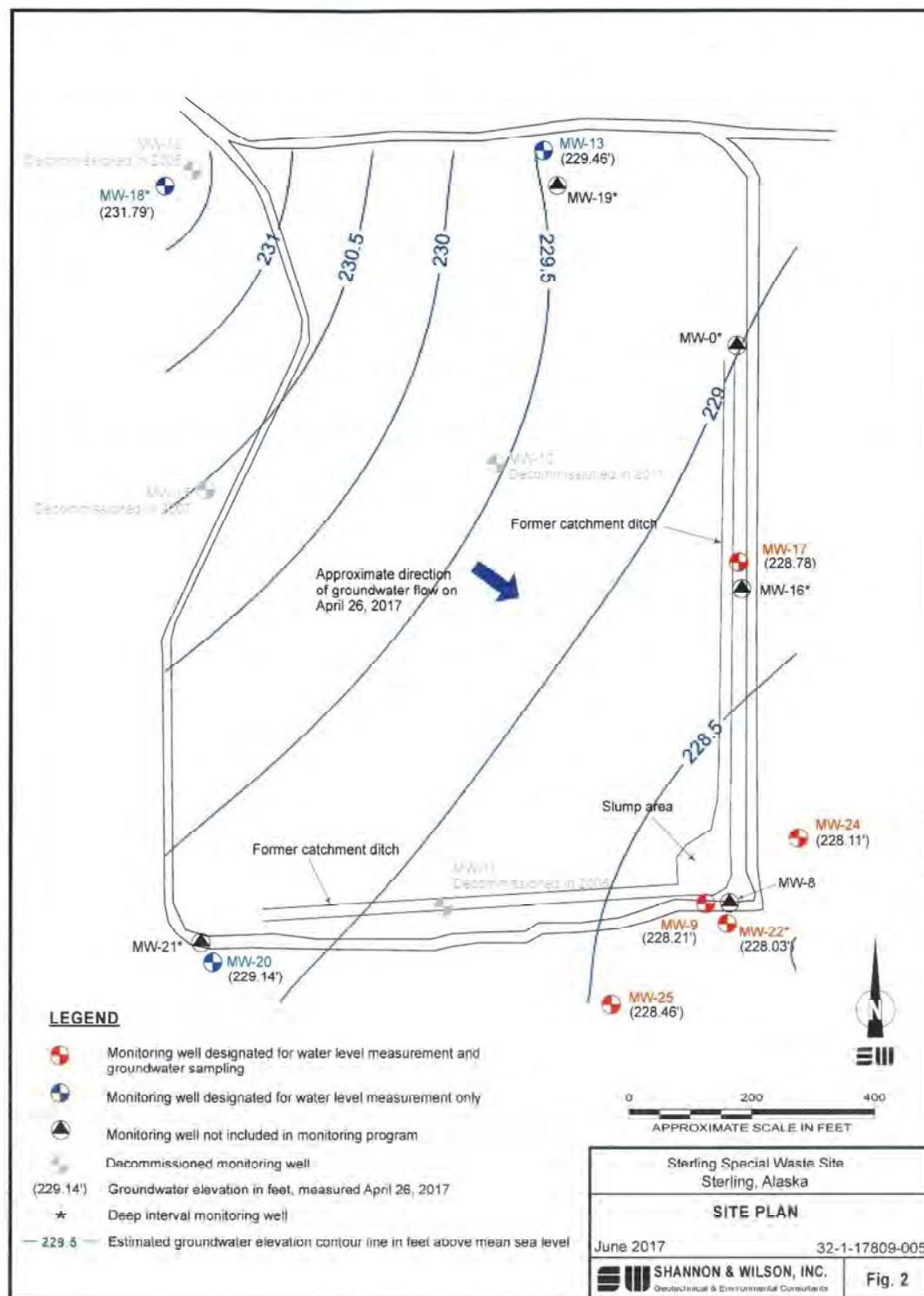
(Attached)

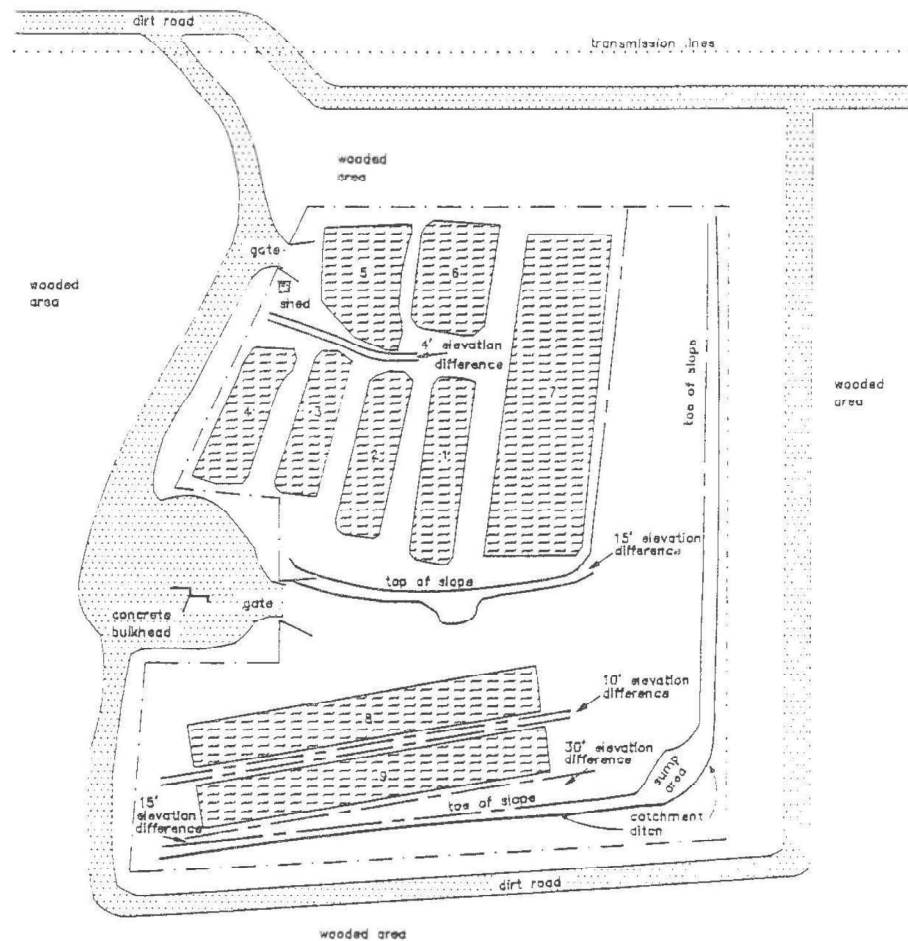
INSERT SITE SURVEY DIAGRAM / SITE SKETCH / MAPS



UTOPIAN POWER GROUND LEASE AGREEMENT

Site Name: Sterling Site





LEGEND

- Pond
- Fence
- Elevation contour

0 25 50 100 150 200
approximate scale in feet



ecology & environment, inc.

Job: R10-8506-02 Waste Site: AK0003

Drawn by: Den Pippenger Date: 7/7/86

FIGURE 3.3
SITE MAP
STERLING SPECIAL WASTE SITE
Sterling, AK

APPENDIX A – SITE PLAN



Date: March 31, 2022
To: Kenai Peninsula Borough Assembly
From: Forrest Cohn, Utopian Power
Subject: Development Overview, Borough Land Lease

Hello Assembly,

This memorandum is to summarize the development plan for parcel 06304908 which is owned by the Kenai Peninsula Borough.

Our intention would be to develop this parcel into a solar photovoltaic generator with a capacity of 2MWac. This is an ideal site for solar generation due to it's status as a historic landfill site. In addition to the limited potential use for this site for other purposes the site has ideal sunexposure with very little existing shading.

We are in discussions with Homer Electric Association to enter into a formal study on interconnecting this system into an existing substation which is directly next to this parcel.

This system would bring economic benefits to the area as well as create reliable, cheap, and environmentally responsible power generation to the Kenai Peninsula. This system is a win-win solution for the site for the entire Peninsula.

Please see additional information below.

1. ~~Nature of~~ Nature of Improvements:

- a. The site improvements would include concrete ballasted solar arrays. In order to avoid interaction with the unknown underground conditions of the landfill our intent would be to utilize concrete ballasts to mount solar arrays.
- b. From the solar arrays the panels would be wired to inverters creating AC power.
- c. Interconnection with HEA to create a clean energy generator not reliant on fossil fuels.

2. Estimated Value of Improvements:

- a. The total capital expenditure expected for the project would be roughly \$4,000,000.

3. Development and Construction timetable:

- a. The total construction timeline will be approximately 1 year from notice of approval. Our approval will be in the form of an agreement with HEA. At this time there are numerous



steps to complete between now and then. We request a 3 year window to achieve approval.

4. Schematic

- a. Generally speaking we will utilize the entire parcel to mount solar modules. Depending on exact layout agreed upon with the Borough the layout would look similar to the following.





We appreciate the opportunity to present this site proposal to the Borough. If any additional information is requested please do not hesitate to reach out directly.

Thank you

A handwritten signature in black ink, appearing to read 'Forrest Cohn', followed by the date '4/6/2022' written in a similar cursive style.

Best Regards,

Forrest Cohn
President
Utopian Power
(907) 420-7480
fcohn@utopianpower.com

lets make this a win win
for all parties.

MEMORANDUM OF LEASE

UTOPIAN POWER GROUND LEASE AGREEMENT

Site Name: Sterling Site

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MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Real Property Lease is made and entered into this __ day of _____, 202__ by and between the **Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669** (hereinafter the “KPB” or “Lessor”), and **Utopian Power, LLC, (UP) a Michigan Company, whose address is 6036 7 Mile Road, South Lyon, MI 48178** (hereinafter “UP” or “Lessee”).

Pursuant to the terms of that certain Solar Ground Lease Agreement (hereinafter called “Agreement”) by and between Kenai Peninsula Borough (KPB) and Utopian Power (UP), dated _____, and for the consideration therein stated, Parties have hereby agreed to a Solar Ground Lease Agreement of certain real property and authorized rights located on the real property disclosed as follows:

Government Lot 3 of Section 1, Township 5 North, Range 9 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska

The term of the Agreement as provided therein is for 25 years, commencing _____, and Lessee has the option to extend the term of the Lease for an additional 2 consecutive 10-year renewal periods, according to the terms and conditions thereof.

All of the terms, conditions, warranties, covenants, and agreements pertaining to the rights granted and as set forth in the executed Agreement are unchanged hereby and incorporated herein by this reference. True and correct copies of the Agreement has been retained by all parties to be used for any legal purpose, including but not limited to disclosure to purchasers or lenders entitled to a security interest in the Agreement or any portion thereof or any person having a lawful right to know the content and details thereof.

IN WITNESS WHEREOF, the Parties to the Agreement have executed this instrument as of the date first above written.

KENAI PENINSULA BOROUGH

Utopian Power, LLC

_____, Mayor

Name, Title

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

A. Walker Steinhage, Deputy Borough Attorney

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 202_, by _____, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

On the ____ day of _____, 202_, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of Utopian Power, an _____ corporation, the UP named in the attached instrument, and as such was authorized to execute this instrument on behalf of the UP.

Notary Public: _____
My Commission Expires: _____

Return to:
KPB Land Management Division
144 North Binkley Street
Soldotna, AK 99669

UTOPIAN POWER GROUND LEASE AGREEMENT

Site Name: Sterling Site

E. NEW BUSINESS

- 6. Resolution 2022-XX: Authorizing the acquisition of real property located in Soldotna Alaska on behalf of Central Emergency Services for the purpose of a replacement site for Central Emergency Services Station 1.**

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor
Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing and Contracting Director *JH*
Robert Ruffner, Planning Director *RR*
Marcus A. Mueller, Land Management Officer *RRFMM*

FROM: Aaron Hughes, Land Management Agent *AH*
Roy Browning, Chief, Central Emergency Services *RB*

DATE: June 9, 2022

RE: Resolution 2022-____, Authorizing the Acquisition of Real Property
Located in Soldotna, Alaska on Behalf of Central Emergency Services
for the Purpose of a Replacement Site for CES Station 1 (Mayor)

Central Emergency Services ("CES") provides fire and emergency medical response services to protect lives and property of more than 24,000 residents, businesses, seasonal visitors and other property owners. Station 1 is central to the entire operation of CES. Its initial construction dates back to 1957 with major additions in 1971 and 1982. The existing location is unsuitable for further upgrades necessary to meet operational needs going forward.

With the purpose and need for a new fire station established, a site selection committee was formed in 2017 to evaluate sites which included review of the existing site and surrounding borough properties. Over eleven sites were formally evaluated and several others considered by the committee composed of members with various viewpoints including Purchasing & Contracting, CES, Land Management, GIS, and the City of Soldotna. The highest-ranking sites have been evaluated to ensure soundness in the site selection committee's recommendation.

The subject parcels have been determined to support operational and site design criteria for CES Station 1, in conjunction with adjacent land currently in borough ownership. The land currently owned by the borough contains the Emergency


Page -2-
June 9, 2022
RE: R2022-_____

Operations Center which houses the Office of Emergency Management and dispatch along with CES administration. Should other adjacent properties become available to purchase, more design options could be considered.

The proposed land acquisition involves two different property owners comprising eight individual parcels of land. The agreement reached with the respective property owners is based on fair market valuations determined by third-party appraisals.

The acquisition of a project site is an important step for CES's project planning, facility design, and pursuit of funding. As a part of the fiscal year 2020 budget process, CES appropriated \$900,000.00 for land acquisition for the location of the replacement CES Station 1 facility. This resolution authorizes the acquisitions at a total price of \$788,000 plus surveying, title and closing costs, and due diligence fees not to exceed \$50,000.

Your consideration of this resolution is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>443-51610-20461-49999</u>
Amount:	<u>Not to exceed \$838,000.00</u>
By: 	Date: <u>6/7/2022</u>

Introduced by:	Mayor
Date:	06/21/22
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
RESOLUTION 2022-XX**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY
LOCATED IN SOLDOTNA, ALASKA ON BEHALF OF CENTRAL EMERGENCY
SERVICES FOR THE PURPOSE OF A REPLACEMENT SITE FOR CENTRAL
EMERGENCY SERVICES STATION 1**

- WHEREAS,** the Kenai Peninsula Borough’s Central Emergency Service Area & Central Peninsula Emergency Medical Service Area (collectively, “CES”), provide for the operation of fire and emergency medical operations serving more than 24,961 residents; and
- WHEREAS,** CES Station 1 is the hub location for CES operations, serving as the primary point of operational command, equipment servicing, and deployment; and
- WHEREAS,** due to a variety of factors including the size, age and operability of the facility, CES Station 1 must be replaced; and
- WHEREAS,** a site selection committee, comprised of both borough and City of Soldotna officials, was created in 2017 to evaluate potential sites according to design and operational criteria specific to the purpose and need of CES Station 1 replacement; and
- WHEREAS,** after evaluating over eleven potential locations, the proposed parcels were selected as the best-available location by meeting factors important to fire station design, operability, point-of-service, and long-term need; and
- WHEREAS,** the proposal to purchase a site involves appraisal of eight parcels under the ownership of two separate owners; and
- WHEREAS,** the funding for this land acquisition will be supported by funds previously appropriated through CES in the FY2020 budget process; and
- WHEREAS,** obtaining site control is an important step in ongoing project development; and
- WHEREAS,** CES will make efforts to recover land acquisition costs through grants or other funding assistance when eligible; and
- WHEREAS,** the subject site and utilization concepts integrate with adjacent land already owned by the Borough, and the possibility to modify design concepts should other adjacent property become available to acquire; and

WHEREAS, the joint Central Emergency Service Area and Central Emergency Medical Service Area Board, at its regular meeting of May 19, 2022, recommended approval of purchasing the properties in the amount of \$788,000.00; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of June 13, 2022, recommended _____;

NOW, THEREFORE, BE IT RESOLVED 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:

S&B Properties:

LOT 1 AND LOT 2, BLOCK 2, AIRPORT SUBDIVISION, FILED UNDER PLAT NO. KN-0001325, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (PARCEL NO's. 060-111-01, 060-111-02)

LOT "O", BLOCK 2, 1962 AIRPORT SUBDIVISION REPLAT, FILED UNDER PLAT NO. KN-0001500, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (PARCEL NO. 060-111-11)

LOT 10, BLOCK 3, HILLCREST SUBDIVISION, FILED UNDER PLAT NO. KN-0001514, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (PARCEL NO. 060-115-10)

LOT 8 AND LOT 9, BLOCK 3, HILLCREST SUBDIVISION, FILED UNDER PLAT NO. KN-0001514, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (PARCEL NO's. 060-115-09, 060-115-08)

Beer Trust:

LOTS 3 AND 4, BLOCK 3, HILLCREST SUBDIVISION, ACCORDING TO PLAT NO. K-1514, IN THE KENAI RECORDING DISTRICT, STATE OF ALASKA. (PARCEL NO's. 060-115-04, 060-115-03)

SECTION 2. That the terms and conditions substantially in the form of the purchase agreements accompanying this resolution are hereby approved. The purchase price shall be \$680,000.00 for the S&B Properties parcels and \$108,000.00 for the Beer Trust parcels, plus surveying, title and closing costs, and due diligence fees not to exceed \$50,000.00.

SECTION 3. That this acquisition is for the purpose of siting an emergency response facility, commonly known as CES Station 1 replacement.

SECTION 4. That the above-described land is zoned commercial pursuant to City of Soldotna zoning code and therefore is not proposed to be further classified under KPB 17.10.080. The intended use is generally permitted in this zone.

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 resolution and the accompanying purchase agreements, consistent with applicable provisions of KPB Chapter 17.10.

SECTION 6. Previously appropriated funding, not to exceed \$838,000, is available in the Central Emergency Service Area Capital Project Fund account 443.51610.20461.49999, for the acquisition of the properties listed in Section 1.

SECTION 7. That this resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH
THIS ____ DAY OF _____, 2022.

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

CES Station 1 Replacement Site Land Acquisition



UNAPPROVED MINUTES
Central Emergency Services Area
Regular Monthly Board of Directors Meeting
So Prep
Thursday, May 19, 2022

- A. Call to Order:** Meeting called to order at 6:11 p.m.
- B. Roll Call and Introductions:**
Present: Gary Hale, Ryan Kapp, and Steve Tachick.
Absent: Ralph Linn and Leslie Morton.
Guest Present: Assemblyman Bill Elam.
Staff Present: Deputy Chief Dan Grimes, and Glenda Kapp.
- C. Approval of Agenda:** Mr. Hale made a MOTION to approve the agenda, Mr. Tachick seconded. Motion passed.
- D. Approval of Minutes:**
April 21, 2022 Regular Board Meeting: Mr. Hale made a MOTION to approve the April 21, 2022 minutes, Mr. Tachick seconded. Motion passed.
- E. Presentations:** None.
- F. Operations Report:**
- Call volume up 15% from 2021 with 1105 calls.
 - Awards Ceremony on April 30th, "Year in Review" on CES Facebook page.
 - Summer hires at Station 6, Margot Mooney, Nicole Prior and Frazier Groseclose.
 - Wildland season with brush engines operable and at stations. Burn suspension currently in effect.
 - Engine 916 back from Cummins and in service.
 - Five full time recruits in training, Probationary year completion upcoming.
 - Medic 936 remount and chassis for new medic unit on hold at Braun NW factory.
 - Training site expansion project ongoing. Will begin fencing phase after July 1.
 - Firefighter I class for CES and Nikiski test out Saturday. CES has four students attending.
 - Three CES personnel recently attended FDIC in Indianapolis IN.
 - Six wheeler outfitted with stretcher mount system and located at station 6 for summer response.
 - Shift balancing underway, seeking a more even qualifications and experience level across all three shifts.
- G. Finance Report:** Expenditure report reviewed with 15% of year remaining.
- H. New Business:**
1. Surplus vehicle and auction items: No items placed into the auction.
 2. ISO Audit completion: ISO report reviewed. Deputy Chief Grimes explained the audit guidelines, requirements and process.
- I. Old Business:**
1. Station land purchase: After a land purchase attempt with that parcel becoming unavailable, the board reviewed options. Mr. Hale made a MOTION "CES move forward

in pursuing the purchase of the Foster-Beers property". Mr. Tachick seconded. MOTION passed.

J. Public Comment:

Mr. Elam reported that he has just finished up with the legislative budget work and continues to offer support to CES and is open to contact at any time. He will resume duties this fall.

K. Board Member Comments:

- Mr. Hale thanked Mr. Elam and his team for a great job in Juneau. Commented on the ISO process, being impressed with the efforts of T.O. Craig and F.M. Dobson to achieve great ISO report.
- Mr. Tachick thanked everyone for a job well done and wished all a good summer.
- Mr. Kapp requested the board tour the Arc Loop fire-training site in the fall.

L. Next Board Meeting Date, Time, and Place: The next Regular Board meeting scheduled for Thursday, September 15, 2022, 6:00 p.m., at So Prep.

M. Adjournment: Meeting adjourned at 7:01 p.m.

Ryan Kapp, Chair

Date

Gary Hale, Secretary

Date



RE: **Beer Trust Properties**

The intended users are directed to the Impacts of COVID-19 section, which contains important information relating to its impacts on economic and assignment conditions. As a result of research and analysis, the value estimates for the subject is/are as follows:

FINAL MARKET VALUE ESTIMATE		
Beer Trust Properties	Parcel # 06011503	Parcel # 06011504
Property Rights	Fee Simple	Fee simple
Condition	As Is	As Is
Effective Date of Appraisal	June 11, 2021	June 11, 2021
Final Market Value Estimate	\$54,000	\$54,000

The value estimates are based on a marketing period of approximately 12 months and an exposure period of approximately 12 months. The value opinion reported above is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the body of the report. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits and Addendum. Thank you for the opportunity to be of service. If you have any questions, please feel free to call.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Beverly Bowman'.

Beverly J. Bowman,
Alaska Certified General No. 134284

PURCHASE OPTION AGREEMENT

This Purchase Option Agreement (hereinafter the "Agreement") is made by and between JANE PHILLIPS BEER, as trustee of the JANE PHILLIPS BEER TRUST, dated June 11, 2008, whose address is 116 Fairview Ave N. Unit 734, Seattle, WA 98109, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, as buyer 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:

LOTS 3 AND 4, BLOCK 3, HILLCREST SUBDIVISION, ACCORDING TO
PLAT NO. K-1514, IN THE KENAI RECORDING DISTRICT, STATE OF
ALASKA.

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 Agreement. SELLER understands and acknowledges that the terms of this agreement are subject to and contingent upon the buyer securing similar contracts on additional properties required for a planned KPB project. All contracts will be subject to and contingent upon the associated contracts remaining under contract and closing simultaneously. In the event buyer is unable to secure said contracts and or the contracts once secured do not close, this contract will be considered void without penalty to the buyer; and

NOW THEREFORE, in consideration of the conditional 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 One Hundred Eight Thousand dollars and NO cents (\$108,000.00). The purchase price shall be paid by KPB at time of closing. The purchase of the Property and appropriation for the purchase are subject to approval by the Borough Assembly.

2. EXPIRATION OF OFFER

SELLER shall sign and return this Purchase Option Agreement to KPB on or before December 17, 2021, otherwise this offer shall terminate. If the KPB is unable to obtain executed Purchase Option Agreements on other properties required for this project, KPB shall terminate this agreement in writing without penalty.

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.

5. NOTICE

Upon the successful execution of all required contracts to the satisfaction of KPB, buyer will provide written notice to all contract sellers advising of the completion of the option period of this agreement, not to exceed 24 months from the date of execution unless otherwise provided for in writing. All other terms, provisions and conditions of this agreement remain in effect.

6. ESCROW AND CLOSING COSTS

Except as described in this paragraph, in addition to the purchase price, KPB agrees to pay for buyer related closing costs in connection with this Agreement. SELLER agrees to pay for seller related closing costs including the owner's policy of title insurance. Property taxes for the current year, if any, will be prorated the date of closing. SELLER is responsible for Realtor's commission, if any, all unpaid taxes for prior years, if any, and all unpaid outstanding assessments, if any. All costs will be paid in full at the time of closing.

7. CLOSING

Unless otherwise agreed in writing, closing will occur within 180 days of written notice to all parties that all required contracts necessary to complete the project have been executed and all due diligence has been completed by buyer, or as specifically agreed to by both parties. 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. Closing on this contract is subject to and contingent upon the simultaneous closing of all related properties required under this project.

8. POSSESSION

Possession shall be delivered to KPB at time of recording unless otherwise agreed to by all parties in writing.

9. 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.

10. DISCLOSURES

SELLER hereby agrees to provide property disclosures including any and all information regarding known defects, deficiencies, legal matters, environmental issues or hazards, that may be personally known by the seller, in writing prior to KPB entering into its due diligence period. If said disclosure presents a matter unsatisfactory to the buyer, KPB may terminate this agreement without penalty.

11. CONTINGENT ON INSPECTION

This offer and agreement is contingent on inspection satisfactory to KPB for its use and at KPB's expense. SELLER shall, upon reasonable notice, provide access to the property for inspection purposes to KPB and its representatives. Any invasive inspection procedures shall require SELLER's express permission and shall be promptly repaired or replaced by KPB in a workman-like manner. KPB shall have 180 days from the notice date referenced in Section 5 to complete inspection and determine its satisfaction unless otherwise provided in writing.

12. 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 owned or leased by the 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.

13. ENVIRONMENTAL CONTINGENCY

If during the course of Purchaser's due diligence of the Property pursuant to Section 11, Purchaser discovers the presence of Environmental hazards on or released from the Property in any quantity or concentration exceeding the limits allowed by applicable law, or that are deemed undesirable by purchaser, Purchaser shall have the right to give notice to Seller, accompanied by a copy or copies of the Third-Party Report(s) disclosing and confirming the presence of such hazardous materials. The notice and accompanying Third-Party Report must be given no later than 60 days from receipt of said report. The notice under this section shall state:

- (i) that Purchaser is terminating this Contract due to the presence of such hazardous materials on or adversely affecting the Property; OR
- (ii) provide Seller 30 days from notice to provide a mitigation plan outlining steps taken by seller to remedy said hazards to buyers satisfaction at sellers expense.

Following the KPB sending the notice and report described in this section, the parties may negotiate other resolutions as may be agreeable to both parties in writing to be included as a part of this Agreement. In the event the parties cannot agree in writing on a resolution to remedy

any environmental concerns within 90 days of the notice, this Agreement shall automatically terminate.

It is expressly understood, by execution of this agreement, seller hereby indemnifies buyer for any and all CERCLA related claims, liabilities or matters, unless otherwise provided for in this agreement. Said indemnification shall survive closing and termination of this agreement. Upon successful close of escrow said indemnification shall continue for a period of not less than 36 months, from the date of closing unless otherwise provided for in this agreement.

If this Agreement is terminated pursuant to any report detailing environmental conditions that may or may not exist on the Property, such report(s) shall remain confidential and proprietary. The report(s) will be marked as confidential and will not be released to a private individual, entity, or non-profit without express agreement of the parties hereto. Notwithstanding, the report will be released pursuant to a valid court order and may be released to the State of Alaska upon request.

14. 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.

15. 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.

16. 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. Buyer may cancel this agreement without penalty in the event additional contracts are not secured required of this project.
- 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.

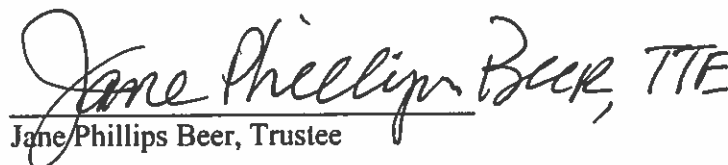
- D. Interpretation. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State 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. Confidentiality. This Agreement shall be considered proprietary to the parties until closing occurs. Following closing, this Agreement may be considered a public record.
- G. Counterparts. This Agreement may be executed in counterpart, and may be executed by way of copy, facsimile or verified electronic signature in compliance with AS 09.80, and if so, each of which shall be deemed an original but all of which together will 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


Jane Phillips Beer, Trustee

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Sean Kelley,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

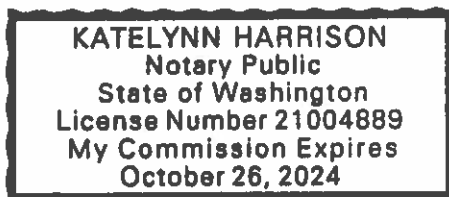
The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF Washington)
) ss.
_____)

The foregoing instrument was acknowledged before me this 23rd day of November, 2021, by Jane Phillips Beer, as trustee of the Jane Phillips Beer Trust, dated June 11, 2008.



Katelynn Harrison
Notary Public in and for King County
My commission expires: 10/26/24

Kenai Peninsula Borough, Alaska

Beers Trust / KPB – Purchase Option Agreement

Page 6 of 6



RE: **S & B Properties**

The intended users are directed to the Impacts of COVID-19 section, which contains important information relating to its impacts on economic and assignment conditions. As a result of research and analysis, the value estimates for the subject are as follows:

<u>FINAL MARKET VALUE ESTIMATE</u>	
<u>S & B Properties LLC</u>	
Property Rights	Fee Simple
Condition	As Is
Effective Date of Appraisal	June 11, 2021
Land Valuation Lot 8 - 242 Reger Ave.	\$63,000
Land Valuation Lot 9 - 246 Reger Ave.	\$65,000
Land Valuation Lot 10 - 250 Warehouse Rd.	\$70,000
Sale Comparison - 259 -273 Wilson Ln.	\$480,000
Final Market Value Estimate	\$678,000
Rounded	\$680,000

The value estimates are based on a marketing period of approximately 6 months and an exposure period of approximately 6 months. The value opinion reported above is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the body of the report. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits and Addendum. Thank you for the opportunity to be of service. If you have any questions, please feel free to call.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Beverly Bowman'.

Beverly Bowman,
 Appraiser
 Alaska Certified General – No. 134284
 bbowman@reliantadvisory.com

PURCHASE OPTION AGREEMENT

This Purchase Option Agreement (hereinafter the "Agreement") is made by and between S&B PROPERTIES, LLC, an Alaska Limited Liability Company, as seller, whose address is P.O. Box 303, Soldotna, AK 99669, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, as buyer, 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 AND LOT 2, BLOCK 2, AIRPORT SUBDIVISION, FILED UNDER PLAT NO. KN-0001325, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT "O", BLOCK 2, 1962 AIRPORT SUBDIVISION REPLAT, FILED UNDER PLAT NO. KN-0001500, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 10, BLOCK 3, HILLCREST SUBDIVISION, FILED UNDER PLAT NO. KN-0001514, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 8 AND LOT 9, BLOCK 3, HILLCREST SUBDIVISION, FILED UNDER PLAT NO. KN-0001514, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA,

(hereinafter referred to as "the Property").

WHEREAS, KPB has offered to buy, subject to Borough Assembly authorization and appropriation of funds, and SELLER is willing to sell the Property as evidenced by this Agreement. SELLER understands and acknowledges that the terms of this Agreement are subject to and contingent upon the buyer securing similar Agreements on additional properties required for a planned KPB project. All Agreements will be subject to and contingent upon the associated Agreements remaining under contract and closing simultaneously. In the event buyer is unable to secure said Agreements and/or the Agreements once secured do not close, this Agreement will be considered void without penalty to KPB; and

NOW THEREFORE, in consideration of the conditional 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 Six Hundred and Eighty Thousand Dollars and NO cents (\$680,000.00). The purchase price shall be paid by KPB at time of closing. The purchase of the Property and appropriation for the purchase are subject to approval by the Borough Assembly.

2. EXPIRATION OF OFFER

SELLER shall sign and return this Purchase Option Agreement to KPB on or before **February 18, 2022** otherwise this offer shall terminate. In the event KPB is unable to obtain executed purchase option agreements for the other properties required for this project on or before **December 31, 2022**, KPB shall terminate this Agreement in writing without penalty.

3. TITLE

Title shall be delivered at the 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 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. NOTICE

Upon the complete execution of all required Agreements to the satisfaction of KPB, buyer will provide written notice to all contracted sellers advising of the completion of the option period of this Agreement. This option period is not to exceed the timelines referenced in Section 2 of this Agreement unless otherwise agreed to in writing by both parties. All other terms, provisions and conditions of this Agreement remain in effect.

5. ESCROW AND CLOSING COSTS

Except as described in this paragraph, in addition to the purchase price, KPB agrees to pay for buyer-related closing costs in connection with this Agreement. SELLER agrees to pay for seller-related closing costs including the owner's policy of title insurance. Property taxes for the current year, if any, will be prorated to the date of closing. SELLER is responsible for realtor's commission or legal fees, if any; all unpaid taxes for prior years, if any; and all unpaid outstanding assessments, if any. All costs must be paid in full at the time of closing.

6. CLOSING

Unless otherwise agreed in writing, closing will occur within 180 days of written notice to all parties that all due diligence has been completed by KPB (as referenced in Sections 10, 11, and 12), or as specifically agreed to by both parties. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account. Closing on this Agreement is subject to and contingent upon the simultaneous closing of all related properties required under this project.

Kenai Peninsula Borough, Alaska

S & B Properties, LLC / KPB - Purchase Option Agreement

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Kenai Peninsula Borough

S & B Properties, LLC

7. POSSESSION

Possession shall be delivered to KPB at time of recording unless otherwise agreed to by all parties in writing.

8. 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.

9. DISCLOSURES

SELLER hereby agrees to provide property disclosures including any and all information regarding known defects, deficiencies, legal matters, environmental issues or hazards, that may be personally known by SELLER, in writing prior to KPB entering into its due diligence period. If said disclosures are unsatisfactory to the buyer, KPB may terminate this Agreement without penalty.

10. CONTINGENT ON INSPECTION

This offer and Agreement are contingent upon completed inspections satisfactory to KPB for its use and at KPB's expense. SELLER shall, upon reasonable notice, provide access to the Property for inspection purposes to KPB and its representatives. Any invasive inspection procedures shall require SELLER's express permission and shall be promptly repaired or replaced by KPB in a workmanlike manner. KPB shall have 180 days from the notice date referenced in Section 4 to complete any inspections to its satisfaction unless otherwise provided for in writing.

11. 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 nor stored on the Property, nor on any adjacent property owned or leased by the SELLER, owner or contractors; nor shall any such substance be owned, stored, used, or disposed of on the Property, nor on any adjacent property by SELLER, its agents, employees, contractors, or invitees, prior to KPB'S ownership, possession, or control of the Property.

12. ENVIRONMENTAL CONTINGENCY

If during the course of KPB's due diligence of the Property pursuant to Section 10, KPB discovers the presence of environmental hazards on or released from the Property in any quantity or concentration exceeding the limits allowed by applicable law, or that are deemed undesirable by KPB, KPB shall have the right to give notice to Seller, accompanied by a copy

or copies of the Third-Party Report(s) disclosing and confirming the presence of such hazardous materials. The notice and accompanying Third-Party Report must be given no later than 60 days from receipt of said report. The notice under this section shall state:

- (i) that KPB is terminating this Agreement due to the presence of hazardous materials on or adversely affecting the Property; OR
- (ii) provide SELLER 30 days from the notice date to provide a mitigation plan outlining steps taken by SELLER to remedy said hazards to KPB's satisfaction at Seller's expense.

After KPB provides the notice and report described in this Section, the parties may negotiate other resolutions as may be agreeable to both parties in writing to be included as a part of this Agreement. In the event the parties cannot agree in writing on a resolution to remedy any environmental concerns within 90 days of the above notice, this Agreement shall automatically terminate.

It is expressly understood, by execution of this agreement, that SELLER hereby indemnifies KPB for any and all CERCLA-related claims, liabilities or matters, unless otherwise provided for in this agreement. Said indemnification shall survive termination of this agreement. However, upon successful close of escrow said indemnification shall terminate provided no environmental matters are discovered as a result of KPB's due diligence, or as otherwise agreed to in writing by both parties.

If this Agreement is terminated pursuant to any report detailing environmental conditions that may or may not exist on the Property, such report(s) shall remain confidential and proprietary. The report(s) will be marked as confidential and will not be released to a private individual, entity, or non-profit without express agreement of the parties hereto. Notwithstanding, the report will be released pursuant to a valid court order and may be released to the State of Alaska upon request.

13. 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.

14. 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.

15. 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 Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts. Buyer may cancel this Agreement without penalty in the event additional Agreements are not secured required of this project.
- 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 Agreements. 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 the 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. Confidentiality. This Agreement shall be considered proprietary to the parties until closing occurs. Following closing, this Agreement may be considered a public record.
- G. Counterparts. This Agreement may be executed in counterpart, and may be executed by way of copy, facsimile or verified electronic signature in compliance with AS 09.80, and if so, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. PERSONAL PROPERTY

The personal property and fixtures identified on the attached Exhibit A, are hereby agreed to be specifically excluded from the sale. On or before closing (or as otherwise agreed by both parties), the Seller at their sole expense, shall remove the items referenced on Exhibit A in a

EXHIBIT A

Personal Property

List of Seller Identified Personal Property:

In addition to the personal property located on the property, Seller wishes to call special attention to the following items that are to be removed by the Seller on or before closing.

Bathroom:

- Mirrors, shelves and all other personal affects.

Kitchen:

- Fridge and all other personal affects.

Exterior:

- Large landscaping rocks around building and entry's
- Rock Displays and sale samples
- Flowering Tree on SE corner of office building
- All signage
- Building security system and cameras

North Storage Room:

- All shelving considered to be non-structural
- All tanks and related equipment

Seller / Buyer

Kenai Peninsula Borough, Alaska

S & B Properties, LLC / KPB – Purchase Option Agreement

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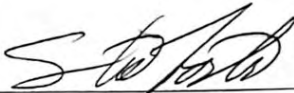
careful workmanlike manner. For those items removed that may cause damage or in some way negatively impact the property, the Seller shall at their sole expense make the repairs necessary to remedy said damage to KPB's satisfaction. Where trees, large landscaping rocks and product samples are removed, adequate dirt or gravel fill must be added to properly fill in and level any holes or safety hazards.

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

KENAI PENINSULA BOROUGH:

SELLER:

Charlie Pierce, Mayor





ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

A. Walker Steinhage
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, 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~~ TN)
) ss.
~~THIRD JUDICIAL DISTRICT~~)

The foregoing instrument was acknowledged before me this 1 day of February, 2022, by Rebecca Foster and Steven B Foster as owners of S & B Properties, LLC.



Fred J. Tapper

Notary Public in and for ~~Alaska~~ TN

My commission expires: 5/21/2025

Kenai Peninsula Borough, Alaska

S & B Properties, LLC / KPB – Purchase Option Agreement

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Directors Report to the Planning Commission 6/13/22 PC Meeting

Assembly Action 6/7

- FY 23 Budget passed. Planning asked for additional money to conduct surveys to address encroachments and trespass issues, and the budget includes money to hire a surveyor who will primarily be working on land entitlement acquisitions
- Appointment of a new commissioner from Seward, Welcome Troy
- The Kalifornsky Center LOZD was upheld in a split vote, recall the PC was in favor of repealing the LOZD
- Authorized the sale of KPB owned parcels, there was some discussion about removing the 2 parcels in Moose Pass the PC recommended for removal from the sale; however the assembly did include those parcels in the sale
- Adopted the resolution reclassifying land to provide an access route to the grant lake hydro project
- Authorized a contract to investigate soils in the Unit 395 (1000 acre parcel west of Cooper Landing)
- For introduction, hearings to be held 6/21 – Appropriating \$243k for forest management efforts
- For introduction, hearings to be held 6/21 – Entering into a non-charge agreement with the City of Kenai for Seldovia Rock Quarry mining in support of the Kenai River Bluff Erosion project
- For introduction, hearings to be held 6/21 – Authorizing a negotiated lease for a Solar Farm Facility in Sterling

Code Compliance Continues to be very busy with more encroachment issues discovered on a weekly if not daily basis.

Land Management is finalizing the brochures and documents to proceed with land sales later this year.

Misc. We will be bringing forward a couple legislative items for consideration.

- Removing planning commission review of cannabis related businesses, and handling them in a similar manner to Alcohol license applications.
- Changes to the enforcement structure and fine schedule as it relates to KPB violations

We will be meeting with ADoT on June 29th to discuss a number of issues, including the process associated with Right-of-Way acquisition plats.

Open door – Again, I want all commissioners to know they can reach out to me at any time for questions or concerns and that I do want to meet with those that are relatively new to commission and make sure you have what you need in terms of background and education on commission function. I recognize there is a learning curve to the important work we do.

DESK PACKET ITEMS

(Items received after the publishing of the meeting packet on 6/7/22)

MISCELLANEOUS INFORMATION

**COOPER LANDING ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: ZOOM TELECONFERENCE OR
COOPER LANDING COMMUNITY HALL
WEDNESDAY, JUNE 08, 2022
6:00 PM
UNAPPROVED MINUTES**

1. CALL TO ORDER – 6:00pm
2. ROLL CALL
 - a. J. Cadieux, H. Harrison, Y. Galbriath, D. Story, C. Degernes, L. Johnson, K. Recken , present
 - b. Zoom Attendees: Phil Weber, Heather Pearson, Rachel Mundy, Jerry Fox, Rhonda Lynn, Steve Mierop, Alan, Tommy Gossard, Nancy Carver, Alice Rademacher (HDR Public Involvement Coordinator), DOT P&F Staff: Sean Baski, Jonathan Tymick Construction Project Manager, Scott Thomas (DOT P&F Traffic and Safety Engineer, Plat reviewer), Alvin Talbert, Alan, and Virginia Morgan
 - c. Attendees at hall: Ryan Marlow, Vince Beltrami, Kim Neis, Jerry Neis, Dan Steiner (SDCS, LLC Civil Engineer for Three Bears), Robert Ruffner (KPB Planning Director), Representative Ben Carpenter, Kendra Broussard (Staff to Rep. Carpenter)
3. APPROVAL OF AGENDA – L. Johnson moves to approve as amended, H. Harrison seconds. All approve by roll call vote.
4. APPROVAL OF MINUTES for April 06, 2022 and May 04, 2022
 - a. L. Johnson moves to approve the April 6 minutes. D. Story seconds. All approve by roll call vote.
 - b. Y. Galbraith moves to approve the May 4 minutes as amended by the edits of Virginia Morgan. L. Johnson seconds. H. Harrison abstains due to absence. All others approve.
5. CORRESPONDENCE
 - a. Emailed letter to KPB Planning Department, Land Management from Kim and Jerry Neis copied to CLAPC read into record.
 - b. Letter from Jon James read into record.
6. PUBLIC COMMENT/PRESENTATION WITHOUT PREVIOUS NOTICE
 - a. Kim Neis presented an update on the Snug Harbor parcel 119.110.19 and submitted written comments for record.

7. REPORT FROM BOROUGH if any

- a. DOT&PF Sterling Hwy MP 45-60 Project report and questions/answers.
Sean Baski or Jonathan Tymick, PE, Project Manager, AKDOT&PF.
 - i. J. Tymick explained the bridge type selection is very near and said he is present to answer any questions about the project other than items already on the agenda.
 - ii. J. Neis asked when the east side ramp will be started.
 - 1. J. Tymick said it will likely not go to construction till summer of 2024.
 - iii. J. Fox asked if there are any more road closures or slowdowns anticipated near Sportsmans.
 - 1. J. Tymick said the closures should be done for now and were related to blasting. He said that slowdowns will continue while wildlife crossings and retaining walls are completed.

8. OLD BUSINESS – none.

9. NEW BUSINESS

- a. Ordinance 2022-19-XX Firewise Slash Disposal Funding
 - i. Robert Ruffner is the new planning director for the KPB. He said that the effort of this ordinance is to provide additional resources for slash disposal by finding additional sites in three key areas. These sites would need to meet certain criteria but an example of suitable location is in an existing gravel pit. Since it will take a while to get things started it will likely be mid-August before they are selected. It will be put out for bid for folk who have suitable property and are willing to accept, monitor, and follow regulations regarding the sites.
 - 1. K. Recken asked about potential locations and whether it would be on KPB land or on contractor land.
 - a. R. Ruffner said that what they are hoping for is private land such as gravel pits that have an interest in accepting the slash. In general it is hoped that the slash would be stored until winter if they chose to burn but that it does not have to be burned as the land owner may keep it to use as fill, etc.
 - 2. Y. Galbraith asked about the existing site and if the funding would be used to manage the existing site.
 - a. R. Ruffner said that the existing site has been managed as of today – pushed up some to make room for the commercial side. The existing site will be maintained and hopefully an additional one found.

3. J. Neis asked if there will really be a space that will fit the criteria.
 - a. R. Ruffner said that if there is not a suitable site an alternative will be explored.
4. J. Neis asked if the \$300,000 would be considered to use for a grinder or chipper.
 - a. R. Ruffner said what they really want to do is find a private party to deal with it. If the landowner wanted to chip the slash they could, but the KPB would not seek to purchase such equipment or do so itself.
5. K. Recken asked if anyone could open their lot to be the dump.
 - a. R. Ruffner said that because of the criteria of the site being at least two acres and cleared already, it is unlikely that some smaller site would choose to do this. It needs to fit a number of other criteria some of which have yet to be determined, e.g. be readily accessible from the road and have insurance, etc.
6. J. Cadieux asked if the ordinance is really ready to be voted on.
 - a. R. Ruffner said that the existing disposal site will still be used but they need to begin work on supplemental areas. He said there is not much time to get the ordinance rolling but there is still time for the CLAPC to be involved in what the criteria should look like to be included in the Request for Proposal.
7. J. Neis asked whether it would make more sense to enlarge the existing property.
 - a. R. Ruffner said that they would potentially pursue that if there were not a site found through this mechanism.
8. J. Cadieux indicated that J. Neis' suggestion, paying a contractor to maintain or expand the existing site, seems like it is more reasonable for Cooper Landing while other locations in the borough that may have more land or gravel pits and more readily fit the proposed ordinance's preferred method.
9. No motions were put forward to support or oppose the ordinance.
10. R. Ruffner said this ordinance may have more details in time for the July CLAPC meeting.

10. PLAT REVIEW

- a. Replat 2022-060 Preliminary Plat Quartz Creek Subdivision, Outfitters Way, Tracts C and B (Three Bears)
 - i. R. Ruffner introduced the plat.
 - ii. N. Carver displayed the plat via Zoom.
 - iii. R. Ruffner said there are a certain number of days by statute to take action on a plat.
 - 1. At the last Planning Commission meeting the KPB 2022-060 there was a little bit of confusion with the notes for which sites would be vacated.
 - 2. The conceptual extended frontage road providing access to Tracts B and C (beyond the previously planned frontage access for businesses as far as Tract D2) that the DOT is interested in pursuing because of the Russian Gap turn and for egress and ingress for all the tracts.
 - 3. The other thing that the people are interested in is the conservation easement that the frontage road would be going through.
 - 4. He said, one of the things the KPB is trying to help accommodate is the construction of the frontage road including a 30' greenbelt and trail setback but not all the way to Dena'ina Creek.
 - 5. He said there is currently a 50' conservation easement on all sides of the tract.
 - 6. This proposed concept would create a 60' frontage road, 30' greenbelt, and 10' utility easement, taking about 100' away from usable space in Tracts C and B.
 - 7. K. Recken said she is unclear whether R. Ruffner is talking about vacating Persistence Way. R. Ruffner said that he is talking about removing the 50' conservation easement on parts of Tract B.
 - 8. The 100' that would be used in this proposed concept is not available for their [Three Bears] development because it would be tied up in the needs on the front of the property.
 - 9. C. Degernes said that it looked like there was a 10' easement on the back side and wondered about that.
 - a. Dan Steiner, the civil engineer for Three Bears said they may want to keep that but for other green space.
 - 10. J. Cadieux said that she understood that the current road alignment would be used for the frontage road Quartz Creek Rd in front of Sunrise and Tracts D1 and D2 and would not take property from those tracts. and asked for clarification.
 - a. J. Tymick confirmed that is the case.
 - b. S. Baski clarified that most of the land for the proposed frontage road concept would be coming

from DOT right-of-way with only sliver acquisitions of private property.

- i. J. Cadieux asked for an explanation of “sliver acquisitions”.
 1. S. Baski explained they are anything that leaves the parcel within compliance of minimum size requirements of the local jurisdiction which could be up to 40’. He said that it is meant to be a smaller amount but he tries to present the full extent of possibilities to manage expectations.
11. J. Cadieux said that if the 40’ were taken off of the D1 or D2 it would be 40’ of the 50’ of greenspace of those properties if the frontage road stops at Cozy Bear.
12. J. Cadieux asked whether the land for the frontage road would be coming from on Tracts C and B.
 - S. Baski said there is no design right now, only conceptual sketches. That said, for Tracts B and C the road would need to be entirely on those tracts to avoid pushing the roadway design which would need to account for commercial size traffic turning radius etc. into to the highway interface.
 - a. R. Ruffner said that the 30’ greenbelt proposal would come out of tracts C and B.
13. The KPB conceptual design was presented on Zoom which shows that there is a 30’ green-strip that is at the top [Sterling Hwy side] of those parcels while the 60’ frontage road would be on the non-highway side of the green-strip.
14. K. Neis asked whether the frontage road would go all the way to the transfer site.
 - a. S. Baski said that the DOT would use MP 45-60 dollars to construct up to Persistent Way and then anything further would be picked up by other projects.
15. S. Thomas is the traffic engineer and technical advisor for DOT who deals with safety. He said that the two descriptions are different. In work with highway crashes, he sees and hears a series of concerns about safety with each of these parcels and the [MP 45-60] project. Under this proposal the passing lane would have to go away and there would be turn lanes added in the existing footprint of the highway’s current three lanes. He recommended we look at it past the proposed project.

16. J. Neis asked S. Thomas about how many people go through the Girdwood interchange with a turn lane and wonders why we can't give turn lane access to these areas.
 - a. S. Thomas said that Girdwood is a part of a safety corridor with many driveways and there are crashes there enough that DOT is considering an interchange there.
 - b. He continued that the DOT is trying to separate high speed and low speed uses.
 - c. He said that in every part of our road systems with multiple driveways and old geometry there are crashes.
17. J. Cadieux thanked S. Thomas for acknowledging the safety risk posed at Russian Gap Rd. and the change of this project for traffic as speeds will change from 45mph to 65mph even if limits are posted at 55mph.
18. S. Baski said that as a part of the MP 45-60 Project the frontage road cannot move further north than Persistent Way.
 - a. S. Thomas said that the project can only go so far but if there is a frontage road plan all parties can agree on, as each project comes along it can be extended which can be how you get to a turning lane being included etc.
19. J. Tymick stated that the [MP 45-60] project could add to the volume of cars and so looking at things like striping to address the turning lanes etc. in the short turn is possible.
20. S. Baski said that this project has to compete with the many other similar uses.
21. S. Thomas said that there have been turn lanes built in other safety corridors. There are, however, safety issues with turning lanes.
22. C. Degernes thanked DOT for listening to the community's concerns.
23. D. Steiner asked S. Thomas to describe the striping that would be needed for Three Bears to gain access.
 - a. S. Thomas said that the MP 45-60 project ends at Persistent Way but the need remains for repaved and restriped. For 3 Bears project to move forward that striping has to happen.
24. J. Cadieux asked if the KPB and Three Bears is planning to construct the frontage road to Tract A in this timeframe.
 - a. R. Ruffner said no.
25. J. Cadieux asked if the proposed future eastern access would be reduced to one point, Tract A and would it cross the creek?

- a. S. Thomas said yes.
- 26. J. Cadieux asked about the impact on the anadromous stream.
 - a. R. Ruffner said that in general the DOT on the Kenai Peninsula had done a good job of doing more than the bare minimum for fish passage and flood conveyance.
- 27. J. Cadieux asked D. Steiner if the plan is approved for a frontage road to Persistent Way, what is the timeline for development of the project?
 - a. D. Steiner said that this plat includes a 60' right of way for that frontage road.
- 28. K. Recken asked about the exit and whether it would cross the creek.
- 29. Page 43 [Supporting document SLEV5-23packet.pdf] shows the proposed pink portion labeled "Future Frontage Road Project" [Pink indicates DOT/KPB collaboration project] extending to Persistent Way with ingress/egress to the New Sterling Highway at Persistence Way. The purple labeled "Future Three Bears Frontage" Three Bears would develop within the DOT right of way with a temporary ingress/egress [labeled "Interim Access"]. This purple portion extends to the north of their property [the right of page 43/left of page 44] where it meets with the pink section [DOT/KPB collaboration] to the north being built out to the Waste Transfer Station where the permanent ingress/egress would be built and turning lanes and traffic safety would be provided.
- 30. J. Cadieux stated that in the last meeting it was suggested that the frontage road could drop further into the parcels to maintain the 50' vegetative barrier before returning to the ingress/egress points. She asked whether Three Bears looked at the Tract C concepts generated by the community over many months and several public processes.
 - a. D. Steiner said they were unaware of those plans. He doesn't represent Three Bears but is just an engineer for them but does know from working on a number of projects for Three Bears and knows they are interested in being good neighbors. He said that the owner of Three Bears, D. Wise, feels that he is losing more land than he knew about when he was purchasing the land.
- 31. K. Recken mentioned it would go a long way to guarantee the greenbelt to gain the support and trust of the community.

- a. D. Steiner said that the 30' would be owned by the KPB. It was a concept put together by Marcus Mueller.
32. D. Story said that as an individual he knows it is hard to rely on guarantees but that other ways to gain the support and trust of the community are to learn about the long-term goals and efforts the community has spent considerable time developing. He explained that the Tract C designs were a result of three separate meetings facilitated by the KPB with a landscape architect over six or so months to gain an understanding of the community's desires for the development of Tract C. Those desires included; affordable housing which could potentially come from multi-family units or above business apartments and the like; active transportation facilities throughout developed areas such as these tracts to extend the connectivity of the separated pathway that is a part of the MP 45-60 Phase 1B; and maintaining the integrity of the viewshed that is the entry point to the community.
33. He said that each of these things and others are repeated concerns and desires of the community going back for a long time, are in the Land Management Plan, and one of the main concerns of residents is that Cooper Landing is a forest town and much of what defines it is the natural resources people come here to enjoy. If the viewshed and greenspaces are not maintained it could be easy for the town to be defined by a storefront and most of the community does not want the first thing people think of or see when they arrive to be gas prices or a grocery special.
34. D Story described the possible negative impacts of the Sterling Hwy. MP 45-60 Project on community businesses and the potential for a large project such as Three Bears at the start of "town" to contribute to those impacts.
35. He suggested that gaining the support of the community could be achieved by learning more of the efforts the community has put forward to work on its goals.
36. R. Ruffner said that moving between a preliminary plat which is what this is, the CLAPC can say we approve the plat with addition of a 30' green-space included before the final plat.
37. D. Steiner asked DOT if they have any thoughts or concerns about the concept.
 - a. S. Thomas said that at a high level it is the theme of how to connect all properties or all parcels and the design widths and specifics are better handled by the crew that does that.

- b. S. Baski said that which side of the frontage road a pathway would go on is a good thing for the community to discuss. In other communities it is on the outside so ingress/egress to the properties is easier. He can offer up help from the DOT designers but knows that the conceptual design's sharp turn will not be what they will come up with. Also, there is a wide right of way held by the State of Alaska including much of the depth of the trees in the existing 150' strip which means that any of those trees on DOT right of way (ROW) are susceptible to being cut for maintenance, and safety etc.
- 38. J. Cadiuex asked R. Ruffner if what is being asked is to let a frontage road determine the land use plan by developing a public road but would a private road for both KPB (Tract C) and a private landowner (Tract B) be more appropriate?
 - a. J. Tymick said that it may be necessary to deal with the overarching problems of the roadway connections here and that it is a meet in the middle sort of design where Three Bears loses some of its land and the public loses some of its conservation easement.
 - i. R. Ruffner said that it seems like the greenspace on the conceptual drawing being 30' instead of 50' is what you are asking about and that to address the traffic issue.
 - ii. J. Cadiuex asked to confirm that the 30' space would be maintained as forest.
 - 1. D. Story attempted to interpret the information that was presented by DOT, KPB, and Three Bears.
 - 2. It was made clear that the 30' space would be part of the newly created KPB frontage road right of way for the 30' greenspace concept. This greenspace would not be a part of the State of Alaska's right of way after this transfer took place so would not be susceptible to the clearing for maintenance etc. by AKDOT but would instead be managed by KPB. The frontage road would be on the non-highway side of this 30' greenspace. The AKDOT's remaining right of way may retain

treed area further than the 30' but that area is susceptible to being cleared for typical DOT purposes.

- b. C. Degernes hoped to summarize her thoughts; a long-term solution for safe access to our important sites like the transfer station, even if it doesn't all happen with this project it seems like we would get there. It may not be everything we want but it seems like a good compromise.
- 39. D. Steiner said he wants to make sure everyone knows what is being proposed and asked to show the design plan.
 - a. There is a conservation easement that surrounds the property. Three Bears would like to abandon the conservation easement on the back of the lot (south border) and along Persistent Way (west border) in exchange for maintaining the frontage road and 30' greenspace concept as presented by the KPB drawing.
 - b. Steve Mierop, VP Three Bears, said that the back side of the lot will have some differences between what is shown in the drawing as it is still being designed. They anticipate using the space right up to the parcel border because a treed area that exists on the other side of the parcel line which will not likely change as it belongs to the airport.
- 40. C. Degernes moved to recommend approval of the preliminary plat 2022-060 subject to maintaining the 30' greenspace concept as presented by the KPB drawing and agreed to by Three Bears, and provided the original 50' conservation easement along Denaina Creek is maintained. L. Johnson seconds. All approve by roll call vote.
- iv. D. Steiner asked what else Three Bears could do to connect with the community.
 - 1. J. Cadieux said the CLAPC is a good place to start but also to attend and introduce yourself at the Cooper Landing Community Club meetings as well as the Chamber of Commerce and provide updates via the Crier.
- v. K. Recken mentioned the importance of safety precautions for the proposed firepits. S. Mierop indicated they are aware of fire danger in the area and will consider that in the design of fire pits.
- b. Section Line Easement Vacations on Tracts A, B, C Quartz Creek Subdivision
 - i. C. Degernes moves to support the vacation of section line easements assuming the approval of the 2022-060 Preliminary Plat subject to the 30' greenspace concept as discussed. H. Harrison seconds. All approve by roll call vote.

11. INFORMATION and ANNOUNCEMENTS

- a. Naming of the Juneau Creek bridge on the MP 45-60 Project: Rep. Ben Carpenter
 - i. B. Carpenter indicated the State House has passed the bill to name the Juneau Creek bridge for the late Rep. Don Young. He discussed the process for the naming and how it came to be and his work to hold the bill before vote in the Senate to have a discussion with the community. If we name it before the bridge is built the DOT picks up the cost of the sign. If we name it after it is built it costs the state more.
 - ii. The next opportunity to name it is the next legislative session in January 2023. Can't guarantee it will follow the name choice of the community.
 - iii. J. Neis stated he would prefer to have it named after a community member and suggested Helen Gwin.
 - iv. K. Recken said we had talked about a year ago that it could be named after the indigenous people of our community and that the Kenaitze Tribe or others be involved in the decision.
 - v. C. Degernes thanked Rep. Carpenter for attending and suggested conversations with the community.
 - vi. J. Cadieux asked if there had been thoughts of naming other more substantial infrastructure than just a highway bridge?
 1. Rep. Carpenter said there has been the suggestion of naming the Port of Anchorage after him.
 - vii. J. Cadieux suggested the combination of English and indigenous names for the location is used in other areas and may be good here given the important Squilantnu archeological district encompassing the area.
 - viii. V. Morgan proposed a member of the APC invites the Community Club to discuss the naming and to share those discussions with Rep. Carpenter. J. Cadieux will follow-up with that.
- b. WiRe Project: Office of Emergency Management
 - i. Research group based out of Colorado and UAA invited by OEM to conduct fire risk surveys on every private parcel in three subject communities, of which Cooper Landing is one. (Funny River and Nikiski are the other two.) They will use the information to bridge the gap between action and the Community Wildfire Protection Plan, CWPP. They will send a survey to each landowner.
 1. Y. Galbraith said that the project may help with grant funding for projects.
 2. Rep. Carpenter asked for more information about the program. J. Cadieux mentioned Brenda Ahlberg is a better point of contact.

12. COMMISSIONER'S COMMENTS – none.

13. ADJOURNMENT

- a. L. Johnson moves to adjourn. Y. Galbraith seconds. All approve by roll call vote. 9:23pm

For more information or to submit comments please contact:

David Story, Secretary Treasurer or Janette Cadieux, Chair, P.O. Box 694, Cooper Landing, 99572 CooperLandingAPC@gmail.com

Please note that the CLAPC voted by roll call as follows:

- Ordinance 2022-19-XX Firewise Slash Disposal
 - o Declined to support or oppose this ordinance.
 - o Would like to provide input on the RFP that is developed for our community.
- Preliminary Plat 2022-060 Quartz Creek Subdivision, Outfitters Way, Tracts C and B (Three Bears)
 - o Recommend approval of the preliminary plat subject to final plat reflecting the 30' greenspace concept as presented by the KPB and agreed to by Three Bears and provided the original 50' conservation easement along Dena'ina Creek is maintained. All approve.
- 2022-060V Section Line Easement Vacations on Tracts A, B, and C Quartz Creek Subdivision
 - o Support the section line easement vacations assuming the approval of Preliminary Plat 2022-060 with recommended changes for final plat. All approve.

COOPER LANDING ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: ZOOM TELECONFERENCE
WEDNESDAY, MAY 04, 2022
6:00 PM
APPROVED MINUTES

1. CALL TO ORDER – 6:00 pm
2. ROLL CALL – J. Cadieux, K. Recken, Y. Galbraith, C. Degernes, L. Johnson, D. Story present. H. Harrison excused absent.
 - a. Nancy Carver; Kenai River Center, Jonathan Tymick ADOT&PF, Marcus Mueller; KPB Land Management, Aaron Hughes; KPB Land Management, Dakota Truitt; KPB Land Management, Alice Rademacher, Carol Fox, Rhonda Lynn, Phil Weber, Jerry Fox, Kim Neis, Jerry Neis, Virginia Morgan attending.
3. APPROVAL OF AGENDA – C. Degernes moves to approve the agenda as amended. L. Johnson seconds. All approve.
4. APPROVAL OF MINUTES for April 06, 2022 - This items was mistakenly skipped and will be addressed at the June 8 meeting.
5. CORRESPONDENCE - none
6. PUBLIC COMMENT/PRESENTATION WITHOUT PREVIOUS NOTICE – none
7. REPORT FROM BOROUGH
 - a. DOT&PF Sterling Hwy MP 45-60 Project report and questions/answers. Jonathan Tymick, PE, Project Manager, AKDOT&PF.
 - i. Lane closures at MP 58 for blasting were successful. There will be other closures to be determined at a future date.
 - ii. Open house was successful.
 - iii. Construction is finally happening on the pioneer roads. There will be a temporary cul-de-sac on Langille Road for emergency vehicles.
 - iv. There will be more publicly available firewood this year so stay tuned.
 - b. No KPB report other than those items in the agenda
8. OLD BUSINESS - none

9. NEW BUSINESS

- a. Resolution 2022-XX Land Classification, 4 parcels in Cooper Landing
 - i. Aaron Hughes, KPB Land Management Agent, explained this will reclassify 35 units of land in the borough. Public notice was sent out (over 1,800 individual notices along with public comment notices in newspapers and through agency notification). Deadline for comment is May 6th.
 1. 4 parcels in Cooper Landing. 3 on Bean Creek and one on Snug Harbor.
 2. All of the Cooper Landing parcels are presented with classification of Rural to match the surrounding areas. Once the parcels are sold the classification falls off.
 3. All the parcels are currently undesignated.
 - ii. K. Recken said that the Snug Harbor parcel was the previous Cooper Landing dump and asked about remediation.
 1. Aaron Hughes said adjacent landowners gave similar reports and the KPB has researched public documents and cannot find this info but that is why they appreciate local information and is interested in any documentation.
 2. K. Recken said that Mona Painter has found a map with dump noted on the parcel and also had personal attribution.
 - iii. Carol Fox said that her family has owned a nearby lot since the 40's and she can personally attest to the property being a dump site.
 - iv. Kim Neis said that speaking with David Rhodes and he also recalled the parcel being used as a dump and that there may be aerial views from this period of use.
 - v. Phil Weber asked the specific location of this lot.
 1. J. Cadieux clarified.
 - vi. A. Hughes asked about the specific date range which may be attributed to the dump use of the site.
 1. K. Recken estimated it would include at least the early 50's through the early 60's.
 - vii. K. Recken said that K. Freeman attests to the timbers from the old Shackleford Creek bridge were dumped there.
 - viii. A. Hughes explained that this resolution is prior to the land sale of the parcels which would have an extended due diligence period for potential land owners to inspect the parcels before purchase.
 - ix. J. Cadieux asked about accessing the parcels off of Bean Creek and driveways.
 1. A. Hughes explained that the owner of the units that sold last year partnered together for a shared entry and the subsequent units have what appears to be an easier approach.

2. J. Cadiuex mentioned that previously the CLAPC recommended the classification of the previous parcels as Residential to indicate the community's intended or suggested use for the parcels.
 - x. C. Degernes said that she knows there will be a due diligence timeframe for the Snug Harbor site but she thinks it would be unfair to any prospective buyer without further inspection conducted by the KPB.
 - xi. K. Neis said that when they bought their property in 2004 they inquired about purchasing the next lot over and the KPB said at that time that that lot would never be sold because it was a dump site.
 - xii. C. Degernes moves to recommend that the KPB the Snug Harbor parcel 119.110.19 be removed from the resolution for classification at this time until further investigation can be made regarding its status. K. Recken seconds. All approve.
 - xiii. K. Recken moves to recommend the Bean Creek lots are classified as Residential to reflect the community's intended use. L. Johnson seconds. All approve.
 - xiv. A. Hughes thanked everyone bringing this information to light and explained how important public input and local knowledge is in this process.
- b. Ordinance 2022-XX Land Sale including 3 parcels in Cooper Landing
 - i. C. Degernes moves to recommend the sale of the parcels on Bean Creek but withhold support of the sale of the parcel on Snug Harbor until further investigation of its status is completed. Y. Galbraith seconds. All approve. Motion passes.
- c. Ordinance 2022-11 Spruce Bark Beetle Forest Management Project.
 - i. Dakota Truitt, KPB Land Agent, thanked the APC for the forum for input of public comment which has helped shape and form this ordinance.
 - ii. J. Cadiuex asked about the intent of the reforestation practices and how they would be affected by bluejoint grass and/or the site preparation.
 1. D. Truitt said that grasses are already present in the stands but are outcompeted by the living trees. If dead trees stand, the grasses can spread to the stand of ladder fuels making a severe fire. If the trees are cut, the grassland fires can still exist but they are less likely to create circumstances of the standing dead trees making more intense fires.
 - iii. J. Cadiuex asked about the Whereas, "treatments will establish and preserve logging infrastructure such as roads, resource management access, and recreational trails, along with methods to close out temporary forest access; and" saying she is very concerned about the unintended consequences of these access points.

1. D. Truitt said this whereas was meant to acknowledge the challenges of these areas.
2. K. Recken asked whether the community would be involved in determining which infrastructure was used for what.
3. D. Truitt replied that the community would be afforded opportunity for input.
4. J. Cadieux suggested modifying the language of two of the ordinance's Whereas' in the following way and M. Mueller thought the wording adaptation was acceptable for #12:
 - a. Whereas 12, "treatments will be planned to establish, preserve, and regulate logging infrastructure such as roads, resource management access, and recreational trails, along with methods to close out temporary forest access; and"
 - b. Whereas 15, "forest management sale reports designed for a given unit may exceed the standards of the Alaska Forest Resource and Practices Act, and should in areas determined to be sensitive, susceptible to damage, and in need of additional protection ; and"
 - i. D. Truitt explained that determining which areas should receive special protection would come through opportunities for community input during the time that the prescriptions are written.
 - ii. J. Cadieux withdrew suggestion for language on Whereas #15.
5. K. Recken asked whether the opportunity for input would be limited to the management sale report.
 - a. M. Mueller suggested that the forms the process would use are still being developed but that they would include a menu of items for treatment and reporting to allow for public involvement.
6. J. Fox asked about whether this process might be used to help steer funds to KPB stump dumps.
 - a. D. Truitt acknowledged the need for more site management at sites like the Cooper Landing organic dump.
7. Y. Galbraith asked about the status of funding of this project.
 - a. D. Truitt explained that timber sales are being used as the first option for SBB risk mitigation and that taking this action as the first step of mitigation will help set up a management framework while other funding sources are pursued. Grants have been

- applied for and others are still being sought but all is in process and none yet confirmed.
- b. M. Mueller explained the framework this ordinance provides is the same whether it is a timber sale or a service contract.
8. Y. Galbraith moved to recommend approval of the ordinance with the amended language for Whereas #12. L. Johnson seconds.
- a. The modification of the language is as follows:
“Whereas, treatments will establish, preserve, and regulate logging infrastructure such as roads, resource management access, and recreational trails, along with methods to close out temporary forest access; and”
- iv. D. Story suggested the modification of the language of Whereas 15 to read, “...forest management sale reports designed for a given unit may exceed the standards of the Alaska Forest Resource and Practices Act, and should in areas determined to be sensitive, susceptible to damage, and in need of additional protection; and”
- 1. Y. Galbraith agreed to the amended motion to include the modified language for Whereas #15 as well as #12 as proposed.
 - 2. All approved, motion passed.
 - 3. C. Degernes said she appreciates the work of KPB staff members on this important project.
- d. Permit for floodplain action Drift Worldwide, Inc.
- i. After group discussion of the structure type, location, and adequacy of the onsite septic, C. Degernes moves to recommend approval of the permit for construction of the structures. Y. Galbraith seconds. D. Story recuses. All approve. Motion passes.
- e. Ordinance 2021-19-51 Land Trust Fund monies for investigation and land planning in Unit 395
- i. Respect is the firm that has been selected and the ordinance is asking the land trust for monies to fund the investigation and land planning in Unit 395.
 - 1. C. Degernes moves to support the ordinance as written. L. Johnson seconds. All approve. Motion passes.

10. PLAT REVIEW

- a. Plat Preliminary 2022-060 Outfitters Way replat
 - i. M. Mueller explained that this plat is to lay out the right-of-way for a frontage road extending to the waste transfer site. It was brought by DOT to limit the accesses to the highway. The traffic safety team at DOT has been involved with this frontage road to bring the traffic from Quartz Creek Rd. and improve the turning safety to Russian Gap Rd. It would remove access to the highway

- from Persistence Way and reduce the driveways at the KPB waste transfer site to just the one across from Russian Gap Rd.
- ii. Conservation easement on the plat goes across Tracts A and B. Tract B also has a conservation easement that surrounds the tract. In the ordinance that authorized the sale to Sherman Smith it created that 50' easement. The KPB is trying to figure out the mechanics of unwinding the conservation easements to 25' on two of the sides and subsequently an action to modify the deed.
 - iii. On the plat the Outfitters Way frontage road would lay over the existing conservation easement on the north side of the tracts and the remaining conservation easements would be reduced from 50' to 25'.
 - iv. K. Recken asked for confirmation that the frontage road would extend from the parking lot of the Sunrise Inn to the transfer site with no conservation easements.
 - 1. M. Mueller explained that that is correct.
 - v. J. Cadieux asked if it is because there is not enough room for both the conservation easement and the frontage road.
 - 1. M. Mueller said that they occupy the same location.
 - vi. V. Morgan asked where she could access the plat.
 - 1. J. Cadieux said the CLAPC had only gotten this information yesterday.
 - 2. N. Carver confirmed that the plat is up for review at the May 23, 2022 Planning Commission Meeting. Comments are due May 11th.
 - vii. J. Tymick shared a graphic to help explain.
 - 1. He said that the Three Bears access congests the MP 45-60 project and this proposed project may help with access and the Russian Gap turning lane.
 - viii. J. Neiss said that one of the issues with the transfer station is that we get a lot of non-residents dumping and this layout would help reduce that.
 - 1. K. Recken clarified that the plans show that the highway access to the transfer station will still be preserved so it would not prevent the non-resident dumping.
 - ix. J. Tymick said that the conservation easement being reclassified started with the DOT's belief that a frontage road is in the best interest of the project.
 - x. J. Cadeiux said that the community had a series of meetings that fielded many comments saying that a frontage road was not desirable but that a compromise had been achieved to allow a frontage road as far as the Cozy Bear property then the road would pass through Tract C and on to Tract B.
 - xi. L. Johnson asked whether the reduction of the greenbelt would continue down to Tract D.

1. M. Mueller said this would not alter Tract D's conservation easement.
- xii. J. Cadieux asked if the conservation easement would be vacated on the other boundaries of Tract B to allow the new owner to use more of the land. M. Mueller indicated that was so though the 50' conservation easement would remain next to the parcel's boundary with Dena'ina Creek, an anadromous stream.
- xiii. K. Recken asked why the frontage road couldn't go on the same alignment as on Tract D and if it was just because Three Bears doesn't want the conservation agreement that we approved during their initial plat request. J. Tymick referred back to the drawing showing the space available along Tracts C and B would require elimination of the conservation easement to make way for the frontage road.
- xiv. J. Cadieux said that it seems like if we are not having access to the highway why can't we return to the plans we spent so much time at previous CLAPC meetings with KPB and a hired design professional.
 1. J. Tymick said that the proposed frontage road is intended to stay within the DOT right of way and not mean DOT would need to take possession of the maintenance of the frontage road.
 2. J. Cadieux asked that since the planning process of Tract C involved notable community effort over multiple meetings, can the original planning for Tract C be on the table or has it been abandoned and we have to give up our green space.
 - a. M. Mueller indicated it might be possible.
- xv. D. Story said that the timing of this information is hard to support since it is just being presented and the community was not informed via draft agenda that this change was proposed.
- xvi. J. Cadieux asked if this is something that needs to happen right now.
 1. M. Mueller said that from his standpoint in land management there is not a time crunch but the platting process does have a statutory timeframe.
- xvii. C. Degernes said that one of the biggest benefits to the community is DOT's willingness to provide safe ingress and egress to Russian Gap Rd. but that the loss of the 50' treed buffer is a big deal. C. Degernes said that a hybrid might be that there is a spur road from the transfer site side to Tract B but the 50' buffer remains and the frontage road across Tracts C and B from Quartz Creek runs south of the 50' buffer.
- xviii. J. Cadieux said that she also supports the improvement to the ingress/egress.
- xix. D. Story said that the resistance to a frontage road at the entry to our community seemed to come from the desire to keep it from

feeling like a strip mall. He said that the Brewery's treatment of the 50' conservation easement seemed like a good compromise with the need for a business to be seen and maintaining greenspace that ties the community to the land management intent.

- xx. L. Johnson said she agreed with D. Story
- xxi. K. Recken said that the importance of the conservation easement is considerable for the community.
- xxii. C. Degernes said that another possible compromise is to move the frontage road further in. The businesses get more access and the community retains the buffer. They lose some of the usable area of their property but maintain the easements that are a part of their property. Right now it seems like Three Bears doesn't lose much while the community does.
- xxiii. D. Story said that in this short discussion we have already had several ideas for compromise or change and we are the only ones in the community that know that this is a discussion. He said that it seems like our obligation is to make sure the community has more opportunity for input.
- xxiv. V. Morgan speaking, not as a Planning Commission member but as a community member, said this should be brought before the community.
- xxv. R. Lynn asked whether it can be withdrawn from the May 23rd Planning Commission Meeting.
 - 1. M. Mueller said that he would consult the platting specialist for KPB and find out more about bringing this up for the June CLAPC meeting.
- xxvi. D. Story moves to recommend disapproval of the plat as presented and recommend for extended time for public review and comment regarding the design options. L. Johnson seconds. All approve. Motion passes.

11. INFORMATION and ANNOUNCEMENTS

- a. Ordinance 2022-07 Re-Appportionment of Board of Education
 - i. V. Morgan said that this is a part of a regular review of the districts and their populations. She explained that there are generally two options for changes which are presented with the review. In this case it is a 9 district option and an 11 district options. She said that the conceptual maps presented in the voting pamphlets are just that and after the vote the KPB will make the actual map based on the census blocks. She said this is also for the assembly districts and that there is a cost increase with an 11 district model and that the 9 district model is what was recommended by the committee.
- b. The new Planning Department Director is Robert Ruffner.

12. COMMISSIONER'S COMMENTS

- a. Y. Galbraith said she sent an email out regarding review of the Planning Commission Handbook and the duty of commissioners to represent the community and make note of when we are representing our own opinions when we speak.
- b. C. Degernes said she really appreciates the agency attendance of M. Mueller, D. Truitt, N. Carver, and J. Tymick and said that is a really big benefit of the Zoom meetings which would be much harder to provide in person.
- c. J. Cadieux reported work is ongoing to make hybrid Zoom and in-person meetings possible. S. Lopez acknowledged that the Planning Commission and Assembly had similar experiences to CLAPC in increased community participation via Zoom and they are working to provide hybrid meetings as well but did not have technical support to provide us in our endeavor to develop that for our community. D. Story indicated he thought the technology exists and he will try to test it before the next meeting. J. Cadieux offered help.

13. ADJOURNMENT – L. Johnson moves to adjourn. K. Recken seconds. All approve. 8:57pm

For more information or to submit comments please contact:

David Story, Secretary Treasurer or Janette Cadieux, Chair, P.O. Box 694, Cooper Landing, 99572 CooperLandingAPC@gmail.com

Anchor Point Advisory Planning Commission

Meeting Minutes: June 9, 2022

Call to Order: Meeting called to order at 7:00 pm

Roll Call: Dawson Slaughter, John Cox, Maria Bernier and Donna White were present.

Approval of April 7, 2022 minutes. Minutes approved with language correction.

Approval of Agenda: It was noted that it was too late to provide input to the KPB on the Old Business items, so they were deleted from the agenda.

Correspondence: None

Public Comment: None

Reports from Borough: Ryan Raidmae was present telephonically.

We did discuss the budget request for internet access for zoom meetings. The Borough will not fund internet access, but could provide rental \$ for a location that does have internet access.

Old Business:

New Business:

A. Plat Prelim. KPB 2022-066

Donna White made a motion to recommend approval of this plat to the Borough. Maria Bernier seconded, The motion passed.

B. Plat Prelim. KPB 2022-071

Donna White made the motion to recommend approval to the Borough. John Cox seconded. The motion passed.

Announcements: None

Next Regular Meeting: July 14, 2022

Commissioner's comments: John Cox questioned the Boroughs procedure for subdividing private property. Currently, the property owner is required to have land surveyed at quite an expense prior to being submitted to the Borough for approval. If the subdivision is not approved, the land owner has paid thousands of dollars for nothing. Why couldn't the Borough give a temporary approval prior to the outlay of money by the private property owner?

Adjournment: Meeting adjourned at 7:25

KACHEMAK BAY ADVISORY PLANNING COMMISSION
Regular (VIDEO CONFERENCE) MEETING
LOCATION: ZOOM
Thursday, June 9, 2022
7:00 P.M.

UNAPPROVED MINUTES

A. CALL TO ORDER: 7:00 pm

B. ROLL CALL

Present: Eric Knudtson, Courtney Cox Brod, Owen Meyer, and Louise Seguela.
Quorum has been met to move forward with the meeting.
Also present are Ryan Raidmae and Mike Tupper KPB and Elaine Burgess,
Aaron Peterson, and Camael Johnson.

C. APPROVAL OF MINUTES

D. PUBLIC COMMENT/PRESENTATION WITHOUT PREVIOUS NOTICE

E. REPORT FROM THE BOROUGH

F. NEW BUSINESS

1. Doug Inglis, vice-president of the Snowmads, presented about Snowmads projects in general and specifically about their proposal for a parking lot on KPB land on East End Rd. Ryan will provide us with more information on the KBP process for the development of and public input on CTMA proposals

G. OLD BUSINESS

1. We discussed further the development of questions for our general survey. We will each share our ideas about these surveys through email. We want the general survey to be easy to understand and synthesize.

H. ANNOUNCEMENTS

1. None

I. COMMISSIONERS' COMMENTS

J. ADJOURNMENT – 8:52 pm.

Moose Pass Advisory Planning Commission June 9th, 2022 Regular Meeting, Resolution:

The following resolution was passed with a 7-0 vote for approval of inclusion into the package to inform the Kenai Peninsula Platting Commission and the Kenai Peninsula Planning Commission regarding the decision to approve the ROW “takes” for a DOT project in the Moose Pass Area, KPB 2022-063:

Resolution to Request Postponement of Vote on Right of Way “Takes” KPB 2022-063

Whereas the Kenai Peninsula Borough has not provided adequate time to completely review the provided information.

Whereas the maps provided were inaccurate, illegible, and lacking a complete legend.

Whereas the Moose Pass Advisory Commission and community members were not provided technical assistance to interpret maps designed to be understood by professionals.

Therefore, The Moose Pass Advisory Planning Commission requests that this vote be postponed until the July 11th Kenai Peninsula Borough Planning Commission Meeting, and that the necessary technical assistance is provided, to allow the Advisory Planning Commission and the public time to review information and provide meaningful comment.