

# Kenai Peninsula Borough

Assembly Packet

April 3, 2012

7:00 PM



# April 2012

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																				
1	2 7:00 PM SBCF SA	3 <b>7:00 PM Assembly Meeting</b>	4 6:00 PM Cooper Landing APC 7:00 PM Moose Pass APC	5 7:00 PM Hope/Sunrise APC	6	7																																																																																				
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# April 2012 - December 2012

## Assembly Yearly Planner

Apr 2012						
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### APRIL

- 3 Assembly Meeting
- 17 Assembly Meeting (Seward)

### MAY

- 1 Assembly Meeting
- 15 Assembly Meeting
- 28 Borough Holiday: Memorial Day

### JUNE

- 5 Assembly Meeting
- 19 Assembly Meeting

### JULY

- 3 Assembly Meeting
- 4 Borough Holiday: Independence Day
- 13 7/13-7/17 NACo Annual Conf. (New Mexico)

### AUGUST

- 7 Assembly Meeting
- 21 Assembly Meeting
- 28 Primary Election

### SEPTEMBER

- 3 Borough Holiday: Labor Day
- 4 Assembly Meeting
- 18 Assembly Meeting (Homer)

### OCTOBER

- 2 Borough Election
- 9 Assembly Meeting
- 23 Assembly Meeting

### NOVEMBER

- 6 General Election
- 12 11/12-11/16 AML Annual Conf. (Anchorage)

Borough Holiday:  
Veterans Day

- 20 Assembly Meeting
- 22 Borough Holiday: Thanksgiving
- 23 Borough Holiday: Thanksgiving

### DECEMBER

- 4 Assembly Meeting
- 24 Borough Holiday: Christmas Eve
- 25 Borough Holiday: Christmas

Oct 2012						
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***TUESDAY, APRIL 3, 2012***

- 3:00 PM          Finance Committee**
- 3:30 PM          Lands Committee**
- 3:45 PM          Policies and Procedures Committee**
- 4:30 PM          Legislative Committee**
- 7:00 PM          Regular Assembly Meeting**

Above listed meetings will be held in:

Assembly Chambers  
George A. Navarre Kenai Peninsula Borough Administration Building  
144 North Binkley Street, Soldotna, Alaska

April 3, 2012	3:00 PM	Assembly Chambers George A. Navarre Kenai Peninsula Borough Administration Building, Soldotna
Bill Smith, Chair	Ray Tauriainen, Vice Chair	All Assembly Members

**AGENDA**

**M. PUBLIC HEARINGS ON ORDINANCES**

- 1. Ordinance 2011-19-76: Appropriating \$35,000 from Central Emergency Service Area (CES) Capital Projects Fund Balance for a New Generator at the Funny River Station (Mayor).....26
- 2. Ordinance 2011-19-77: Accepting and Appropriating \$106,350 from the Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management to Purchase Disaster Management Equipment, Emergency Sheltering Supplies and to Conduct CERT Training (Mayor) .....32
- 3. Ordinance 2011-19-78: Appropriating \$625,000 in the Borough’s School Revenue Capital Project Funds for Improvements to School Facilities (Mayor) .....37
- 4. Ordinance 2011-19-80: Appropriating \$1,400,000 from the Road Service Area Operating Fund Balance for Additional Snow Removal (Mayor) .....41

**O. NEW BUSINESS**

- 1. Bid Awards
  - \*a. Resolution 2012-018: Authorizing Road Service Area Capital Improvement Project: Greenwood Court #C2GRE Contract Award and Allocation (Mayor).....125
  - \*b. Resolution 2012-019: Authorizing Road Service Area Capital Improvement Project: Inukshuk Court #C4INU Contract Award and Allocation (Mayor).....130
  - \*c. Resolution 2012-020: Authorizing Road Service Area Capital Improvement Project: Vio Road, Anna Lane, Eldorado Way, Elsa Lane and Bonanza Way #C1VIO Contract Award and Allocation (Mayor) .....135

2. Resolutions

\*g. Resolution 2012-027: Approving the Purchase of Equipment by South Peninsula Hospital, Inc. (Mayor).....248

4. Other

\*a. Authorizing an Application for a Transfer of Ownership and Relocation of Liquor License Filed by JFS, Inc. dba Log Cabin Liquor from Current License Holder K.G.B. & Associates, LLC dba Clam Shell Lodge.....338

\*Consent Agenda Items

April 3, 2012	3:30 PM	Assembly Chambers George A. Navarre Kenai Peninsula Borough Administration Building, Soldotna
Sue McClure, Chair	Brent Johnson, Vice Chair	Ray Tauriainen

**AGENDA**

**O. NEW BUSINESS**

2. Resolutions

- \*e. Resolution 2012-025: Classifying Certain Borough Land Located in the Trading Bay Area as Resource Development Pursuant to KPB 17.10.080 (Mayor) .....187

3. Ordinances

- \*c. Ordinance 2012-10: Authorizing a Land Exchange to Facilitate a Joint Plan of Subdivision with Cook Inlet Region, Inc. for Widgeon Woods Phase 2 Subdivision (Mayor) (Hearing on 05/01/12).....319

\*Consent Agenda Items



***Policies and Procedures Committee***

April 3, 2012

3:45 PM

Assembly Chambers  
George A. Navarre Kenai Peninsula  
Borough Administration Building, Soldotna

Mako Haggerty, Chair

Charlie Pierce, Vice Chair

Linda Murphy

**AGENDA**

**K. MAYOR’S REPORT.....15**

- 1. Assembly Requests/Responses – None.
- 2. Agreements and Contracts – None.
- 3. Other
  - a. Spruce Bark Beetle Program Monthly Status Report February, 2012.....16
  - b. Revenue-Expenditure Report February, 2012 .....19
  - c. Budget Revisions February, 2012.....22
  - d. Implementation Status of KPB Ordinance 2011-12, Adding Additional Water Bodies to the Anadromous Stream Habitat Protection District .....25

**M. PUBLIC HEARINGS ON ORDINANCES**

- 5. Ordinance 2012-05: Amending KPB Chapter 14.40 to Delete the Provisions for Seasonal Permits Which are No Longer Issued by the Road Service Area (Mayor) .....46
- 6. Ordinance 2012-06: Amending KPB 21.18.081, 21.18.100 and 21.18.140 to Permit Certain Structures in Tidally Inundated Areas, and Conditionally Permit Certain Structures Within the Habitat Protection District and Adding Definitions (Smith, Haggerty) .....54
- 7. Ordinance 2012-07: Amending KPB Titles 2—Administration, 4—Elections and 16—Service Areas to Provide that All Kenai Peninsula Borough Service Area Boards are Appointed Instead of Elected (Murphy) (Final Hearing on 04/17/12).....66

**N. UNFINISHED BUSINESS**

1. Postponed Item

- a. Resolution 2012-012: Approving a Mutual Aid Agreement and the Initial Operational Plan Between the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the City of Homer on Behalf of the Homer Volunteer Fire Department and Ninilchik Emergency Services (Mayor) .....103

**O. NEW BUSINESS**

2. Resolutions

- \*a. Resolution 2012-021: Approving a Residency Requirement for Fire and Emergency Service Area Chiefs, Deputy Chiefs, Assistant Chiefs, and Battalion Chiefs to be Included in their Job Descriptions (Mayor, Haggerty, Johnson).....140
- \*c. Resolution 2012-023: Authorizing South Peninsula Hospital to Enter into a Five-Year Operating Lease to Expand and Upgrade its Pyxis Pharmacy System (Mayor).....168
- \*d. Resolution 2012-024: Approving a Memorandum of Understanding for the Stream Watch Program Between the Kenai Peninsula Borough, United States Forest Service/Chugach National Forest, Kenai National Wildlife Refuge, Alaska Department of Natural Resources, City of Soldotna, City of Kenai and the Kenai Watershed Forum (Mayor) .....172
- \*f. Resolution 2012-026: Authorizing the Borough, on Behalf of the South Kenai Peninsula Hospital Service Area, to enter into Three Lease Agreements for Medical Office Space Located in Homer, Alaska, and Authorizing an Amendment to the Sublease and Operating Agreement with South Peninsula Hospital, Inc. to Include These Leases (Mayor).....194

3. Ordinances

- \*a. Ordinance 2012-08: Amending the Borough Code to Revise Assembly and School Board District Boundaries and Providing for Truncation of the Term for Assembly Seat Number 2, Kenai (Redistricting Committee) (Hearing on 05/01/12).....279

\*b. Ordinance 2012-09: Amending KPB 4.50.015 and Designating Absentee By-Mail Precincts as Authorized in Alaska Statute 29.26.010 (Knopp at the Request of the Borough Clerk) (Hearing on 05/01/12).....314

4. Other

\*b. Confirming Appointments to the Board of Equalization .....352

<u>Applicant</u>	<u>Board Seat</u>	<u>Term to Expire</u>
Donna Miller	Alternate A	December 31, 2014
Les Crane	Alternate B	December 31, 2014

\*Consent Agenda Items

April 3, 2012	4:30 PM	Assembly Chambers George A. Navarre Kenai Peninsula Borough Administration Building, Soldotna
Hal Smalley, Chair	Linda Murphy, Vice Chair	All Assembly Members

**AGENDA**

**O. NEW BUSINESS**

2. Resolutions

- \*b. Resolution 2012-022: Supporting the Cooper Landing Walkable  
Community Project (McClure) .....165

\*Consent Agenda Items

# *Assembly Agenda*

April 3, 2012 - 7:00 PM

Regular Meeting

Borough Assembly Chambers, Soldotna, Alaska

*Gary Knopp  
Assembly President  
Seat 1 - Kalifornsky  
Term Expires 2012*

*Charlie Pierce  
Assembly Vice President  
Seat 5-Sterling/Funny  
River  
Term Expires 2014*

*Mako Haggerty  
Assembly Member  
Seat 9 - South Peninsula  
Term Expires 2012*

*Brent Johnson  
Assembly Member  
Seat 7 - Central  
Term Expires 2013*

*Sue McClure  
Assembly Member  
Seat 6 - East Peninsula  
Term Expires 2012*

*Linda Murphy  
Assembly Member  
Seat 4 - Soldotna  
Term Expires 2013*

*Hal Smalley  
Assembly Member  
Seat 2 - Kenai  
Term Expires 2014*

*Bill Smith  
Assembly Member  
Seat 8 - Homer  
Term Expires 2014*

*Ray Tauriainen  
Assembly Member  
Seat 3 - Nikiski  
Term Expires 2013*

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION**

**D. ROLL CALL**

**E. COMMITTEE REPORTS**

**F. APPROVAL OF AGENDA AND CONSENT AGENDA**

(All items listed with an asterisk (\*) are considered to be routine and non-controversial by the Assembly and will be approved by one motion. There will be no separate discussion of these items unless an Assembly Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.)

**G. APPROVAL OF MINUTES**

- \*1. March 13, 2012 Regular Assembly Meeting Minutes ..... 1

**H. COMMENDING RESOLUTIONS AND PROCLAMATIONS**

- 1. Mayor’s Proclamation Declaring April, 2012 as “Sexual Assault Awareness Month” ..... 14

**I. PRESENTATIONS WITH PRIOR NOTICE (20 minutes total)**

- 1. Terry Thompson, Manager of Kachemak Bay Research Reserve, Status Update of the Coastal Uplift and Habitat Changes in Kachemak Bay Study (10 minutes)

**J. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA (3 minutes per speaker; 20 minutes aggregate)**

**K. MAYOR’S REPORT ..... 15**

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- 2. Agreements and Contracts – None.
- 3. Other
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**L. ITEMS NOT COMPLETED FROM PRIOR AGENDA – None.**

**M. PUBLIC HEARINGS ON ORDINANCES (Testimony limited to 3 minutes per speaker)**

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\*a. Resolution 2012-018: Authorizing Road Service Area Capital Improvement Project: Greenwood Court #C2GRE Contract Award and Allocation (Mayor) (Referred to Finance Committee) .....125

\*b. Resolution 2012-019: Authorizing Road Service Area Capital Improvement Project: Inukshuk Court #C4INU Contract Award and Allocation (Mayor) (Referred to Finance Committee) .....130

\*c. Resolution 2012-020: Authorizing Road Service Area Capital Improvement Project: Vio Road, Anna Lane, Eldorado Way, Elsa Lane and Bonanza Way #C1VIO Contract Award and Allocation (Mayor) (Referred to Finance Committee) .....135

2. Resolutions

\*a. Resolution 2012-021: Approving a Residency Requirement for Fire and Emergency Service Area Chiefs, Deputy Chiefs, Assistant Chiefs, and Battalion Chiefs to be Included in their Job Descriptions (Mayor, Haggerty, Johnson) (Referred to Policies and Procedures Committee).....140

\*b. Resolution 2012-022: Supporting the Cooper Landing Walkable Community Project (McClure) (Referred to Legislative Committee) .....165

- \*c. Resolution 2012-023: Authorizing South Peninsula Hospital to Enter into a Five-Year Operating Lease to Expand and Upgrade its Pyxis Pharmacy System (Mayor) (Referred to Policies and Procedures Committee).....168
- \*d. Resolution 2012-024: Approving a Memorandum of Understanding for the Stream Watch Program Between the Kenai Peninsula Borough, United States Forest Service/Chugach National Forest, Kenai National Wildlife Refuge, Alaska Department of Natural Resources, City of Soldotna, City of Kenai and the Kenai Watershed Forum (Mayor) (Referred to Policies and Procedures Committee).....172
- \*e. Resolution 2012-025: Classifying Certain Borough Land Located in the Trading Bay Area as Resource Development Pursuant to KPB 17.10.080 (Mayor) (Referred to Lands Committee) .....187
- \*f. Resolution 2012-026: Authorizing the Borough, on Behalf of the South Kenai Peninsula Hospital Service Area, to enter into Three Lease Agreements for Medical Office Space Located in Homer, Alaska, and Authorizing an Amendment to the Sublease and Operating Agreement with South Peninsula Hospital, Inc. to Include These Leases (Mayor) (Referred to Policies and Procedures Committee).....194
- \*g. Resolution 2012-027: Approving the Purchase of Equipment by South Peninsula Hospital, Inc. (Mayor) (Referred to Finance Committee) .....248

3. Ordinances

- \*a. Ordinance 2012-08: Amending the Borough Code to Revise Assembly and School Board District Boundaries and Providing for Truncation of the Term for Assembly Seat Number 2, Kenai (Redistricting Committee) (Hearing on 05/01/12) (Referred to Policies and Procedures Committee) .....279
- \*b. Ordinance 2012-09: Amending KPB 4.50.015 and Designating Absentee By-Mail Precincts as Authorized in Alaska Statute 29.26.010 (Knopp at the Request of the Borough Clerk) (Hearing on 05/01/12) (Referred to Policies and Procedures Committee) .....314
- \*c. Ordinance 2012-10: Authorizing a Land Exchange to Facilitate a Joint Plan of Subdivision with Cook Inlet Region, Inc. for Widgeon Woods Phase 2 Subdivision (Mayor) (Hearing on 05/01/12) (Referred to Lands Committee).....319



4. Other

- \*a. Authorizing an Application for a Transfer of Ownership and Relocation of Liquor License Filed by JFS, Inc. dba Log Cabin Liquor from Current License Holder K.G.B. & Associates, LLC dba Clam Shell Lodge (Referred to Finance Committee) .....338
- \*b. Confirming Appointments to the Board of Equalization (Referred to Policies and Procedures Committee) .....352

<u>Applicant</u>	<u>Board Seat</u>	<u>Term to Expire</u>
Donna Miller	Alternate A	December 31, 2014
Les Crane	Alternate B	December 31, 2014

**P. PUBLIC COMMENTS AND PUBLIC PRESENTATIONS** (3 minutes per speaker)

**Q. ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

- 1. April 17, 2012 Regular Assembly Meeting 7:00 PM Seward

**R. ASSEMBLY COMMENTS**

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

- 1. Resolution 2011-108: Approving a New Senior Clerk Typist Classified Position in the River Center Department (Mayor) (Referred to Policies and Procedures Committee) *TABLED 01/17/12*
- 2. Ordinance 2011-36: Amending KPB 14.40.155 Temporary Road Closure, to Clarify and Expand the Reasons and Procedure for Closing Borough Roads and Rights-of-Way (Mayor) (Referred to Policies and Procedures Committee) *TABLED 11/01/11*
- 3. Ordinance 2011-19-79: Appropriating Commercial Passenger Vessel Tax Proceeds Received from the State of Alaska in the Amount of \$357,552.50 and Allocating \$324,865 to the City of Seward and \$32,687.50 to the City of Homer (Mayor) (Hearing on 04/17/12) (Referred to Finance Committee)

4. Ordinance 2011-19-81: Accepting and Appropriating a Grant in the amount of \$230,220 from the State of Alaska Division of Homeland Security and Emergency Management to Complete a Local Hazard Mitigation Plan Annex in the Seward Bear Creek Flood Service Area (Mayor) (Hearing on 04/17/12) (Referred to Finance Committee)
5. Ordinance 2012-07: Amending KPB Titles 2—Administration, 4—Elections and 16—Service Areas to Provide that All Kenai Peninsula Borough Service Area Boards are Appointed Instead of Elected (Murphy) (Final Hearing on 04/17/12) (Referred to Policies and Procedures Committee)

**T. INFORMATIONAL MATERIALS AND REPORTS**

**U. NOTICE OF NEXT MEETING AND ADJOURNMENT**

The next meeting of the Kenai Peninsula Borough Assembly will be held on April 17, 2012, at 7:00 P.M. in the Council Chambers, City Hall, Seward, Alaska.

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

*Copies of agenda items are available at the Borough Clerk's Office in the Meeting Room just prior to the meeting. For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at [www.borough.kenai.ak.us](http://www.borough.kenai.ak.us) for copies of the agenda, meeting summaries, ordinances and resolutions.*

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# Kenai Peninsula Borough

## *Assembly Meeting Minutes*

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March 13, 2012

Regular Meeting - Soldotna, Alaska

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### **CALL TO ORDER**

A Regular Meeting of the Kenai Peninsula Borough Assembly was held on March 13, 2012, in the Borough Assembly Chambers, Soldotna, Alaska. President Knopp called the meeting to order at 7:00 p.m.

### **PLEDGE OF ALLEGIANCE AND INVOCATION**

The Pledge of Allegiance was recited followed by the invocation given by Pastor Alan Humphries from the Soldotna Church of God.

### **There were present:**

Gary Knopp, Presiding  
Mako Haggerty  
Brent Johnson  
Sue McClure

Linda Murphy  
Hal Smalley  
Bill Smith  
Ray Tauriainen

comprising a quorum of the assembly.

### **Absent:**

Charlie Pierce (excused)

### **Also in attendance were:**

Colette Thompson, Borough Attorney  
Johni Blankenship, Borough Clerk  
Shellie Saner, Deputy Clerk

### **COMMITTEE REPORTS**

(07:02:12)

President Knopp said the Assembly met in a Work Session and discussed its agenda items. He noted that a portion of the Work Session included Members of the Central Kenai Peninsula Hospital Service Area Board and the Central Peninsula General Hospital, Inc. Board.

Assembly Member Smith said the Finance Committee met and discussed its agenda items.

Assembly Member McClure said the Lands Committee met and discussed its agenda item.

Assembly Member Haggerty said the Policies and Procedures Committee met and discussed its agenda items.

Assembly Member Smalley said the Legislative Committee met and discussed its agenda items. He noted the committee participated in a teleconference with some of the Borough’s Legislative delegation in Juneau.

President Knopp said the Committee of the Whole met and discussed its agenda item.

**APPROVAL OF THE AGENDA AND CONSENT AGENDA**

(07:18:08)

MOTION TO APPROVE AGENDA:    Murphy moved for the approval of the agenda and consent agenda.

President Knopp called for additions, corrections or deletions to the agenda or consent agenda.

The following item was removed from the consent agenda:

- Resolution 2012-016: Authorizing the Mayor to Execute an Amendment to the Central Peninsula Hospital Lease and Operating Agreement to Authorize Central Peninsula General Hospital, Inc. to Sublease a Portion of the Facility for Oncology Services (Mayor) (Referred to Policies and Procedures Committee)

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

- February 28, 2012 Regular Assembly Meeting Minutes
- Resolution 2012-017: Approving the Memorandum of Understanding from the Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management to Conduct a Security Vulnerability Assessment (Mayor) (Referred to Policies and Procedures Committee)
- Ordinance 2011-19-78: Appropriating \$625,000 in the Borough's School Revenue Capital Project Funds for Improvements to School Facilities (Mayor) (Shortened Hearing on 04/03/12) (Referred to Finance Committee)

*[Clerk’s Note: A technical amendment was made to Ordinance 2011-19-78 amending the hearing date from April 17, 2012 to a shortened hearing on April 3, 2012.]*

- Ordinance 2011-19-79: Appropriating Commercial Passenger Vessel Tax Proceeds Received from the State of Alaska in the Amount of \$357,552.50 and Allocating \$324,865 to the City of Seward and \$32,687.50 to the City of Homer (Mayor) (Hearing on 04/17/12) (Referred to Finance Committee)

- Ordinance 2011-19-80: Appropriating \$1,400,000 from the Road Service Area Operating Fund Balance for Additional Snow Removal (Mayor) (Shortened Hearing on 04/03/12) (Referred to Finance Committee)
- Ordinance 2011-19-81: Accepting and Appropriating a Grant in the amount of \$230,220 from the State of Alaska Division of Homeland Security and Emergency Management to Complete a Local Hazard Mitigation Plan Annex in the Seward Bear Creek Flood Service Area (Mayor) (Hearing on 04/17/12) (Referred to Finance Committee)
- Ordinance 2012-07: Amending KPB Title 16 Service Areas to Provide that All Kenai Peninsula Borough Service Area Boards are Appointed Instead of Elected (Murphy) (Hearings on 04/03/12 and 04/17/12) (Referred to Policies and Procedures Committee)
- Requesting a Formal Assembly Protest to the Renewal of the Following Liquor Licenses Due to Unpaid Taxes (Referred to Finance Committee)

<u>Business Name</u>	<u>Location</u>
Starvin Marvin's Pizza	Homer, Alaska
AK Supperclub.com	Ninilchik, Alaska

*[Clerk's Note: The protest to the renewal of Moose Pass Inn liquor license was withdrawn as Moose Pass Inn brought their tax delinquency in compliance on March 13, 2012.]*

President Knopp called for public comment.

The following person spoke in opposition to Ordinance 2012-07:

**George Pierce**, PO Box 80, Kasilof

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

AGENDA APPROVED AS AMENDED: Without objection.

**COMMENDING RESOLUTIONS AND PROCLAMATIONS** - None.

**PRESENTATIONS WITH PRIOR NOTICE**

(07:26:05)

Kenai Peninsula Borough School District Superintendent **Dr. Steve Atwater** and Kenai Peninsula Borough Board of Education President **Joe Arness** gave a quarterly report.

South Peninsula Hospital Chief Executive Officer **Robert Letson** and Chief Financial Officer **Alan Barnes**, presented a quarterly report for the period ending December 2011.

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

(07:51:47)

President Knopp called for public comment with none being offered.

**MAYOR'S REPORT**

(07:52:02)

- 1. Assembly Requests/Responses - None.
- 2. Agreements and Contracts
  - a. Authorization to Award Contract for Banking Services to First National Bank Alaska
  - b. Multispectral Imagery and Professional Services, Scope of Work Modification for Aero Metric Inc.
- 3. Other
  - a. Letter from James Greeley, Sate Petroleum Property Assessor, Regarding Total Assessed Value of Oil and Gas Properties within the Kenai Peninsula Borough

**ITEMS NOT COMPLETED FROM PRIOR AGENDA - None.**

**PUBLIC HEARING ON ORDINANCES**

(08:07:02)

**Ordinance 2011-19-68: Appropriating Supplemental Funding of \$29,750 for the Purchase of Limited Liability Reports (Mayor) (Referred to Finance Committee)**

MOTION: Smith moved to enact Ordinance 2011-19-68.

President Knopp called for public comment with none being offered.

VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Murphy, Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

MOTION TO ENACT PASSED: 8 Yes, 0 No, 1 Absent

(08:08:34)

**Ordinance 2011-19-70: Appropriating \$200,000 to Hire a Consultant to Assist the Borough in Determining the Course of Action to Pursue Regarding Curtailing Health Care Costs (Mayor) (Referred to Finance Committee)**

MOTION: Smith moved to enact Ordinance 2011-19-70.

President Knopp called for public comment.

The following person spoke in opposition to Ordinance 2011-19-70:

**Diana Zirul**, 220 Spur View Drive, Kenai

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

VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Murphy,  
Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

MOTION TO ENACT PASSED: 8 Yes, 0 No, 1 Absent

(08:15:10)

**Ordinance 2011-19-72: Appropriating \$4,700,000 for the Purpose of  
Constructing a Radiation Oncology Facility at Central Peninsula Hospital  
(Mayor) (Referred to Finance Committee)**

MOTION: Smith moved to enact Ordinance 2011-19-72.

President Knopp called for public comment.

The following people spoke in support of Ordinance 2011-19-72:

**Rick Davis**, Chief Executive Officer of Central Peninsula Hospital  
**Loren Weimer**, President of Central Peninsula General Hospital Board  
**Vicki Daman**, PO Box 435, Kasilof  
**Dayne Clark**, PO Box 2620, Soldotna  
**Sonya Larson**, 48395 Johns Road, Soldotna

The following people spoke in opposition to Ordinance 2011-19-72:

**Dr. John Halligan**, 1001 E. Street, Suite 6, Anchorage  
**Dr. Jim Zirul**, 220 Spur View Drive, Kenai  
**Marvin Park**, 5183 K-Beach Road, Soldotna  
**Dan Moore**, 198 Katmai Avenue, Soldotna  
**Diane Zirul**, 220 Spur View Drive, Kenai  
**George Pierce**, PO Box 80, Kasilof

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

(09:11:52)

MOTION: Smith moved to amend Ordinance 2011-19-72  
as follows:

The tenth whereas to read, “the CKPHSA Board, at its March 12, 2012 meeting considered the hospital’s request for construction of a radiation oncology facility on the hospital’s campus and recommended approval by unanimous consent;”

MOTION TO AMEND PASSED: Without objection.

Assembly Member Smith, Smalley and Johnson spoke in support of Ordinance 2011-19-72.

Assembly President Knopp spoke in support of Ordinance 2012-19-72.

VOTE ON MOTION TO ENACT AS AMENDED:

Yes: Haggerty, Johnson, McClure, Murphy, Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

MOTION TO ENACT AS AMENDED PASSED: 8 Yes, 0 No, 1 Absent

(09:22:06)

**Ordinance 2011-19-73: Appropriating \$569,292 from the Equipment Replacement Fund for the Purchase of New Sales Tax Software (Mayor) (Referred to Finance Committee)**

MOTION: Smith moved to enact Ordinance 2011-19-73.

President Knopp called for public comment with none being offered.

VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Murphy, Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

MOTION TO ENACT PASSED: 8 Yes, 0 No, 1 Absent

(09:24:11)

**Ordinance 2011-19-75: Accepting and Appropriating \$30,500 from the Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management to Purchase a Portable Generator (Mayor) (Referred to Finance Committee)**

MOTION: Smith moved to enact Ordinance 2011-19-75.

President Knopp called for public comment with none being offered.



VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Murphy,  
Smalley, Smith, Tauriainen, Knopp  
No: None  
Absent: Pierce  
MOTION TO ENACT PASSED: 8 Yes, 0 No, 1 Absent

(09:25:24)

**Ordinance 2012-02: Decertifying Approximately 350 Feet of Strawberry Road Extending Beyond the Easterly End of Dedicated Borough Right-of-Way (Mayor) (Referred to Policies and Procedures Committee)**

MOTION: Haggerty moved to enact Ordinance 2012-02.

President Knopp called for public comment with none being offered.

VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Murphy,  
Smalley, Smith, Tauriainen, Knopp  
No: None  
Absent: Pierce  
MOTION TO ENACT PASSED: 8 Yes, 0 No, 1 Absent

(09:26:55)

**Ordinance 2012-03: Confirming the Assessment Roll for the Poppy Ridge Road Improvement Assessment District (Mayor) (Referred to Finance Committee)**

MOTION: Smith moved to enact Ordinance 2012-03.

President Knopp called for public comment with none being offered.

VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Murphy,  
Smalley, Smith, Tauriainen, Knopp  
No: None  
Absent: Pierce  
MOTION TO ENACT PASSED: 8 Yes, 0 No, 1 Absent

(09:28:22)

**Ordinance 2012-04: Authorizing Revised Community Revenue Sharing Program Expenditures for Unincorporated Communities and Approving the Use of Funds by Voznesenka and Razdolna (Mayor) (Referred to Finance Committee)**

MOTION: Smith moved to enact Ordinance 2012-04.

President Knopp called for public comment with none being offered.

VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Murphy, Smalley, Smith, Tauriainen, Knopp  
No: None  
Absent: Pierce  
MOTION TO ENACT PASSED: 8 Yes, 0 No, 1 Absent

UNFINISHED BUSINESS - Postponed Items

(09:50:04)

**Resolution 2012-012: Approving a Mutual Aid Agreement and the Initial Operational Plan Between the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the City of Homer on Behalf of the Homer Volunteer Fire Department and Ninilchik Emergency Services (Mayor) (Referred to Policies and Procedures Committee)**

*[Clerk's Note: Motion to adopt Resolution 2012-012 was on the floor from the February 28, 2012 meeting.]*

President Knopp called for public comment with none being offered.

MOTION: Haggerty moved to postpone Resolution 2012-012 until April 3, 2012.

VOTE ON MOTION TO POSTPONE:

Yes: Haggerty, Johnson, McClure, Murphy, Smalley, Smith, Tauriainen, Knopp  
No: None  
Absent: Pierce  
MOTION TO POSTPONE PASSED: 8 Yes, 0 No, 1 Absent

(09:52:05)

**Resolution 2012-015: Supporting Governor Parnell's FY2013 Budget Request of \$1,813,000 for a Kenai River King Salmon Assessment Program (Johnson) (Referred to Legislative Committee)**

**Resolution 2012-015 (Johnson/Mayor) Substitute: Supporting Governor Parnell's FY2013 Budget Request of \$1,813,000 for a Kenai River King Salmon Assessment Program (Johnson, Mayor) (Referred to Legislative Committee)**

*[Clerk's Note: Motion to adopt Resolution 2012-015 was on the floor from the February 28, 2012 meeting.]*

President Knopp called for public comment with none being offered.

MOTION: Smalley moved to amend Resolution 2012-015 by substitution.

VOTE MOTION TO AMEND  
BY SUBSTITUTION:

Yes: Haggerty, Johnson, McClure, Murphy,  
Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

MOTION TO AMEND

BY SUBSTITUTION PASSED: 8 Yes, 0 No, 1 Absent

(09:58:52)

MOTION: Smalley moved to amend Resolution 2012-015 (Johnson/Mayor) Substitute as follows:

Insert a new Section 4 to read, "That this resolution takes effect immediately upon its adoption."

MOTION TO AMEND PASSED: Without objection.

VOTE ON MOTION TO ADOPT SUBSTITUTE  
AS AMENDED:

Yes: Haggerty, Johnson, McClure, Murphy,  
Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

MOTION TO ADOPT SUBSTITUTE

AS AMENDED PASSED: 8 Yes, 0 No, 1 Absent

NEW BUSINESS

(09:59:58)

**Resolution 2012-016: Authorizing the Mayor to Execute an Amendment to the Central Peninsula Hospital Lease and Operating Agreement to Authorize Central Peninsula General Hospital, Inc. to Sublease a Portion of the Facility for Oncology Services (Mayor) (Referred to Policies and Procedures Committee)**

MOTION: Haggerty moved to adopt Resolution 2012-016.

President Knopp called for public comment.

The following people spoke in opposition to Resolution 2012-016:

**Dan Moore**, 198 Katmai Ave., Soldotna  
**Diana Zirul**, 220 Spur View Dr., Kenai

The following person spoke in support of Resolution 2012-016:

**Rick Davis**, Central Peninsula Hospital Chief Executive Officer

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

(10:07:53)

MOTION:

Haggerty moved to amend Resolution 2012-16 as follows:

The seventh whereas to read, “it is anticipated that the oncologists will invest significant funds for supplies and equipment, and accordingly will need [AT LEAST A TEN YEAR] up to a fifteen-year sublease to recover such costs; and”

Section 1 to read, “The Assembly finds that the CKPHSA's best interests are served by authorizing CPGHI to sublease a portion of the medical facilities to radiation oncologists for purposes of providing cancer treatment on the CPH campus for a period of up to [10] 15 years.”

Section 2 to read, “That the mayor is authorized to execute an amendment to the lease and operating agreement authorizing CPGHI to sublease a portion of the hospital campus to a sublease who is qualified to provide radiation oncology medical services and that the term of the sublease may extend for a period of up to [TEN] fifteen years. Further, if the lease and operating agreement between the Borough and CPGHI is not renewed or is otherwise terminated before the expiration of [THAT TEN YEAR] the lease period then the Borough or the Borough's designee shall assume management of the sublease agreement.”

(10:10:44)

MOTION TO AMEND (SECONDARY):

Johnson moved to amend the main motion to amend as follows:

The seventh whereas to read, “it is anticipated that the oncologists will invest significant funds for supplies and equipment, and accordingly will need up to a [FIFTEEN] twenty-year sublease to recover such costs;

and”

Section 1 to read, “The Assembly finds that the CKPHSA's best interests are served by authorizing CPGHI to sublease a portion of the medical facilities to radiation oncologists for purposes of providing cancer treatment on the CPH campus for a period of up to [15] 20 years.”

Section 2 to read, “That the mayor is authorized to execute an amendment to the lease and operating agreement authorizing CPGHI to sublease a portion of the hospital campus to a sublease who is qualified to provide radiation oncology medical services and that the term of the sublease may extend for a period of up to [~~FIFTEEN~~] twenty years. Further, if the lease and operating agreement between the Borough and CPGHI is not renewed or is otherwise terminated before the expiration of the lease period then the Borough or the Borough's designee shall assume management of the sublease agreement.”

Assembly Members Murphy and Smith spoke in support of the secondary amendment.

SECONDARY AMENDMENT PASSED: Without objection.

MAIN MOTION TO AMEND  
AS AMENDED PASSED: Without objection.

VOTE ON MOTION TO ADOPT AS AMENDED:

Yes: Haggerty, Johnson, McClure, Murphy,  
Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

MOTION TO ADOPT AS AMENDED PASSED: 8 Yes, 0 No, 1 Absent

## **PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

(10:20:39)

President Knopp called for public comment.

**George Pierce**, PO Box 80, Kasilof, reminded everyone to drive carefully and spoke in opposition to Resolution 2012-016.

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

## **ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

(10:22:23)

The next meeting of the Kenai Peninsula Borough Assembly was scheduled for April 3, 2012, at 7:00 p.m. in the Borough Assembly Chambers, Soldotna, Alaska.

## **ASSEMBLY COMMENTS**

(10:22:31)

Assembly Member Haggerty noted his excitement during “March Madness.” He said that in order to have effective health care in our area the different agencies had to work together, and stated his appreciation for all the doctors and healthcare workers on the Peninsula.

Assembly Member Johnson agreed with Mr. Haggerty regarding the doctors and healthcare workers on the Peninsula. He congratulated Fred West of Tustumena Smokehouse for being the recipient of the 2012 Alaska Symphony of Seafood, Grand Prize Winner for their Salmon Bacon product.

Assembly Member McClure noted that when the Central Peninsula Hospital Oncology Center opened the residents of Seward would have the option of traveling to Soldotna or Anchorage for treatment. She invited everyone to come to Seward for the Annual Spring Break Up Festival on March 16 - 18, 2012. She congratulated Dan Seavey in regards to his grandson Dallas Seavey winning the 2012 Iditarod, and noted that Dan Seavey was her highschool government teacher.

Assembly Member Tauriainen said he enjoyed the history and science lesson given by Assembly Member Johnson regarding Sockeye and King Salmon during committee.

Assembly Member Smith addressed comments heard during the meeting regarding the ever increasing taxes, stating in the last year and a half, the earning rate of leave and vacation for employees was adjusted to make a more balanced policy, healthcare costs to the individual employee was increased in 2011, and the borough was looking into options to address the overall increase in healthcare costs. He stated that the number of borough employees has not kept pace with the growth in borough population, and there had been a lot of work put into containing costs as reasonably as possible. He said twelve years ago there was a two percent sales tax collected year round and nine mill property tax compared to the current four and a half mill property tax, he noted that the mill rate had remained at four and a half mills for the last three years. He congratulated West Homer Elementary for their nomination as a “Blue Ribbon School.”

Assembly Member Murphy stated she was happy with the outcome of Ordinance 2011-19-72 and Resolution 2012-016. She congratulated Dallas Seavey for winning the 2012 Iditarod, noting he was the youngest winner ever. She agreed with Assembly Member Smith, stating that the Kenai Peninsula was not overly taxed, four and a half mills was a fair tax levy for the services provided by the borough. She felt borough staff was very competent and not overpaid.

Assembly Member Smalley said the discussions today regarding Ordinance 2011-19-72 and Resolution 2012-016 were successful. He congratulated Dallas Seavey for winning the 2012 Iditarod as well as all other participants in the race, stating it was a tremendous task. He congratulated

Borough Clerk Johni Blankenship for her evaluation, and stated it was a reflection of in his opinion the best Clerk's department in the state, second to none.

President Knopp said in regards to Borough Clerk Johni Blankenship, its pretty easy to do a good job every other day; however, she does it consistently every time, year after year, and when you walk into the Clerk's Office your going to get the same response from the staff as well. He said when the Williams administration shifted the tax burden to sales tax and off of the mill rate it was a good thing. He noted that the low mill rate was also a reflection of the increased property values in the borough. He noted that thanks also needed to be extended to Senator Wagoner due to the increased activity in the oil and gas industry, which brought increasing values to the borough.

**ADJOURNMENT**

With no further business to come before the assembly, President Knopp adjourned the meeting at 10:34 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of March 13, 2012.

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

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

# Kenai Peninsula Borough

## Alaska

### Proclamation

**WHEREAS**, sexual assault is an intolerable violent crime with public health implications for every person in the Kenai Peninsula Borough and no one person, organization, agency or community can eliminate sexual assault alone; and

**WHEREAS**, sexual violence prevention can be better addressed through education, counseling, support for victims and survivors, and increased support for service agencies in collaboration with The LeeShore Center in Kenai and Haven House in Homer; and

**WHEREAS**, The LeeShore Center and Haven House staff and volunteers work year around to address sexual assault by providing 24-hour crisis services, offering support to those impacted by sexual assault, and providing prevention education and survivor empowerment information to schools, churches and civic organizations as well as to medical, mental health, law enforcement, education and criminal justice personnel; and

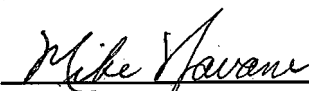
**WHEREAS**, The LeeShore Center and Haven House continue to develop and improve the quality of service for those most profoundly and directly impacted by sexual violence.

**NOW, THEREFORE**, I, Mike Navarre, Mayor of the Kenai Peninsula Borough, do hereby proclaim April, 2012 as

### Sexual Assault Awareness Month

on the Kenai Peninsula, and urge all citizens to support and assist The LeeShore Center and Haven House as they continue their efforts to provide hope and support, and diminishing acts of sexual violence and exploitation with the Kenai Peninsula Borough.



  
\_\_\_\_\_  
Mike Navarre  
Kenai Peninsula Borough Mayor





## **KENAI PENINSULA BOROUGH**

144 North Binkley St. Soldotna, Alaska 99669-7520  
Toll-Free within the Borough 1-800-478-4441  
Phone 907-714-2150 • Fax 907-714-2377  
www.borough.kenai.ak.us

**MIKE NAVARRE  
BOROUGH MAYOR**

### **MAYOR'S REPORT TO THE ASSEMBLY**

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

**FROM:** Mike Navarre, Kenai Peninsula Borough Mayor *MN*

**DATE:** April 3, 2012

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#### Assembly Requests/ Response

None

#### Agreements and Contracts

None

#### Other

- a. Spruce Bark Beetle Program Monthly Status Report February, 2012
- b. Revenue-Expenditure Report February, 2012
- c. Budget Revisions February, 2012
- d. Implementation Status of KPB Ordinance 2011-12, Adding Additional Water Bodies to the Anadromous Stream Habitat Protection District



March 5, 2012

To: Mayor Mike Navarre

From: Duane Bannock, SBB Program Manager

Re: SBB Program Monthly Status Report February 2012

This Spruce Bark Beetle Mitigation Program monthly status report covers the period from February 1, 2012 to February 29, 2012.

**I. Fund Balances Remaining**

	<b>Current Month Funds</b>	<b>Previous Month Funds</b>
1. Hazardous Tree Removal	\$-37,756.99	\$-6,866.78
a. ARRA Funds	\$4,095.45	\$10,931.45
b. Appropriation Ordinance 2011-19-66	\$240,000.00	\$0.00
2. Reforestation	\$678.92	\$678.92
3. Technical Assistance	\$12,114.00	\$12,212.70
a. ARRA Funds	\$12,814.22	\$12,814.22
4. Land / Vegetation Mapping	\$144,714.00	\$176,257.18
5. Seasonal Fire Personnel	\$116,903.36	\$122,006.05
6. Education	\$52,463.90	\$52,463.90
7. Total Remaining Funds	<b>\$546,026.86</b>	<b>\$380,497.64</b>

**II. SBB Program Contracts Status**

**Open Contracts**

- 2008 Western State WUI Coop Agreement Alaska DOF Defensible Space Stewardship Program - open until funds expended
- Grant Performance Contract with the State of Alaska DOF For American Recovery and Reinvestment Act Funding for Hazardous Fuels Mitigation – ends 12/31/2013
- Garrison Ridge Fuel Reduction Project

**Contracts closed during reporting period**

- Tom Cat #2 Fuel Reduction Project

**Upcoming Contracts**

- Greer Middle Survey and Fuel Reduction Projects
- Cohoe Corner Fuel Reduction Project
- Diamond Creek State Park survey and Fuel Reduction Projects
- Johnson Lake Fuel Reduction Project

**III. Ongoing Program Projects and Monthly Accomplishments**

### **Hazard Tree Removal**

- The KPB Assembly passed Ordinance 2011-19-66 on February 14, 2012 appropriating \$240,000.00 to the Spruce Bark Beetle Mitigation Program from unappropriated interest income from the Environmental Protection Fund. These funds are dedicated to completing hazardous fuel reduction projects identified in developed Community Wildfire Protection Plans. These funds are expected to be expended by summer 2012.
- Contracts continue to be developed and bids solicited for expending funds accepted and appropriated by KPB from the 2009 American Recovery and Reinvestment Act ("ARRA"). These funds are dedicated to the creation of jobs by implementing hazardous fuel mitigation and FireWise education projects on the Kenai Peninsula. It is anticipated that all ARRA funds will be encumbered or expended by March 2012.
- Project work was completed on the 30 acre Tom Cat #2 Fuel Reduction Project. This project removed hazardous fuels from both a KPB parcel and a State Of Alaska DNR parcel to reduce the threat of wildfires to the Fritz Creek community. It is estimated that approximately 100 cords of firewood was distributed through the KPB Firewood Permit process. Turnout was greater than expected and all wood was safely removed in one day.
- Project work began on the 17 acre Garrison Ridge Fuel Reduction Project, located at Mile 1.0 Oil Well Road in Ninilchik. This project is designed to remove hazardous fuels on a State of Alaska Fish & Game parcel identified as an area of concern in the Ninilchik Community Wildfire Protection Plan. It is estimated that approximately 150 cords of firewood from this project will be distributed through the KPB Firewood Permit process.
- Project plans were developed for the 25 acre Greer Middle Fuel Reduction Project located at Mile 0.8 Greer Road in Fritz Creek. This project will bid early March 2012 with project work expected to begin by the third week of March 2012. It is estimated that approximately 300 cords of firewood will be distributed through the KPB Firewood Permit process.
- Project plans were developed for the 25 acre Cohoe Corner Fuel Reduction Project located at Mile 8.0 Cohoe Loop Road in Kasilof. This project will bid mid March 2012 with project work expected to begin by the last week of March 2012. It is estimated that approximately 250 cords of firewood will be distributed through the KPB Firewood Permit process.
- Project plans continued to be developed for the 90 acre Alaska State Park Diamond Creek Recreation Area Fuel Reduction Project with project work scheduled to begin May 2012.
- SBB staff administered the KPB Stariski Southeast "Over the Counter" Timber Sale for 900 acres of beetle-kill in Happy Valley. Project work on this timber sale is expected to begin summer/winter 2012.
- SBB staff administered Land Use Permits in Kasilof, Anchor Point, Soldotna, and Hope. These Permits are designed to remove 80 acres of beetle-kill near Centennial Lake, 45 acres of beetle-kill in Anchor Point, 35 acres of beetle kill and recent windthrow near Deville Road between Soldotna and Sterling, and 7 acres of beetle-kill at Mile 9 Hope Highway.
- SBB staff continued an inventory of wind thrown spruce trees on KPB parcels in the Urban Interface as a result of November/December wind storms. Upon completion of the inventory of windthrow on KPB parcels SBB staff will identify areas in need of immediate salvaging to prevent future beetle caused mortality.
- SBB staff completed the biannual Timber Sale Report for 2009 – 2011. This report will be delivered to the Assembly March 2012.

### **Reforestation**

- All reforestation activities have ceased for the winter season.

### **Technical Assistance**

- SBB staff continued to assist the US Forest Service Forest Health Protection Program in creating a systematic inventory of economic and societal costs/losses on the Kenai Peninsula resulting from the spruce bark beetle outbreak of the past twenty years. This effort is part of a national US Forest Service project to document the costs/effects of forest mortality throughout the western US from bark beetles and associated pathogens.
- SBB staff has provided the City of Kenai with information to help develop standards for upcoming tree removal work near the Kenai airport.

### **Land/Vegetation Mapping**

- GIS specialist has dedicated most of this month's time toward the update / remapping of anadromous streams across the Borough.

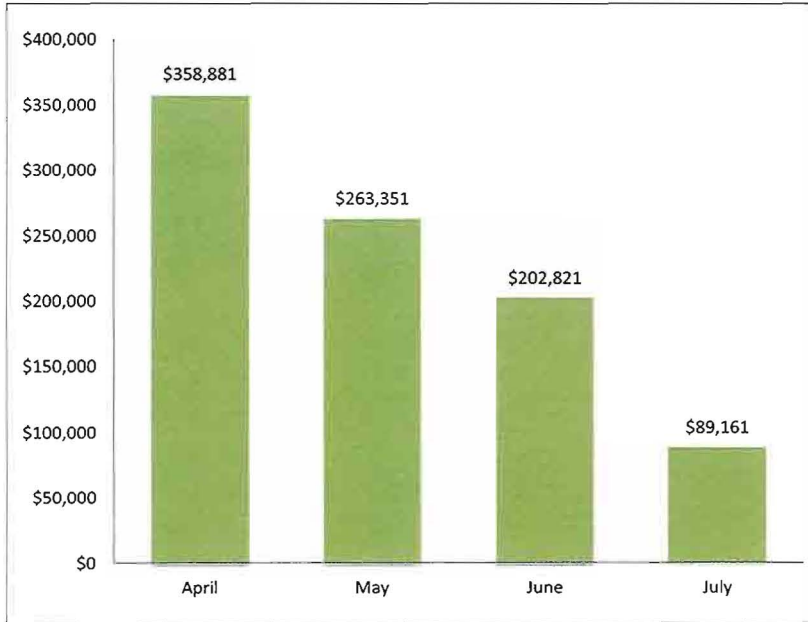
### **Seasonal Fire Personnel**

- No Seasonal Fire Personnel activities occurred in January.

### **Education**

- SBB staff provided assistance to the Cooperative Extension Service of Alaska to develop forestry education outreach for Kenai Peninsula landowners/land managers.

<b>\$546,027</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>
Pay Roll	44,000.00	39,000.00	35,000.00	35,000.00	4,130.00
Thin & Pile	8,086.00	15,000.00	50,000.00	15,000.00	
ROW Projects					
Utilities	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00
DOF Coop Agreement - Forest Roads	25,000.00				
Johnson Lake FRP		10,000.00			
Slash Disposal		25,000.00			
Communications	430.00	430.00	430.00	430.00	430.00
Vegetation Mapping	9,000.00	9,000.00	9,000.00	9,000.00	108,000.00
<b>Total Expenses</b>	<b>87,616.00</b>	<b>99,530.00</b>	<b>95,530.00</b>	<b>60,530.00</b>	<b>113,660.00</b>
<b>Remainder</b>	<b>458,411.00</b>	<b>358,881.00</b>	<b>263,351.00</b>	<b>202,821.00</b>	<b>89,161.00</b>





## **KENAI PENINSULA BOROUGH**

Finance Department

144 North Binkley Street • Soldotna, Alaska 99669-8250

PHONE: (907) 714-2170 • FAX: (907) 714-2376

MIKE NAVARRE  
BOROUGH MAYOR

**To:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**Thru:** Mike Navarre, Borough Mayor *MN*

**Thru:** Craig C. Chapman, Finance Director *C Chapman*

**From:** Brandi Harbaugh, Controller *BH*

**Date:** March 12, 2012

**Subject:** Revenue-Expenditure Report – February 2012

Attached is the Revenue-Expenditure Report of the General Fund for the month of February 2012. Please note that 66.67% of the year has elapsed, 64.28% of budgeted expenditures have been made, and 89.64% of budgeted revenues have been collected.

KENAI PENINSULA BOROUGH  
REVENUE REPORT  
FOR THE PERIOD  
FEBRUARY 1  
THROUGH FEBRUARY 29, 2012

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YTD RECEIPTS	PTD RECEIPTS	VARIANCE	% COLLECTED
31100	TOTAL REAL TAX	\$ 25,255,890	\$ 24,358,774	\$ 243,650	\$ (897,116)	96.45%
31200	TOTAL PERS TAX	1,397,706	1,500,014	8,282	102,308	107.32%
31300	TOTAL OIL TAX	3,145,460	3,157,500	-	12,040	100.38%
31400	MOTOR VEHICLE TAX	700,000	361,500	49,441	(338,500)	51.64%
31510	PROPERTY TAX PENALTY & INTEREST	458,937	366,012	59,886	(92,925)	79.75%
31610	SALES TAX	28,671,825	22,747,705	2,772,996	(5,924,120)	79.34%
33110	IN LIEU PROPERTY TAX	3,118,550	2,467,540	(645,000)	(651,010)	79.12%
33117	OTHER FEDERAL REVENUE	80,000	646,918	18,479	566,918	808.65%
34110	SCHOOL DEBT REIMBURSEMENT	1,682,639	999,748	271,950	(682,891)	59.42%
34221	ELECTRICITY AND TELEPHONE REVENUE	170,000	-	-	(170,000)	0.00%
34222	FISH TAX REVENUE SHARING	650,000	17,519	-	(632,481)	2.70%
34210	REVENUE SHARING	2,150,000	2,879,368	-	729,368	133.92%
37350	INTEREST ON INVESTMENTS	975,000	1,005,961	38,279	30,961	103.18%
39000	OTHER LOCAL REVENUE	257,015	121,933	21,282	(135,082)	47.44%
	SOLID WASTE REVENUE	8,574,900	8,646,607	4,370	71,707	100.84%
<b>TOTAL REVENUES</b>		<b>\$ 77,287,922</b>	<b>\$ 69,277,099</b>	<b>\$ 2,843,615</b>	<b>\$ (8,010,823)</b>	<b>89.64%</b>

KENAI PENINSULA BOROUGH  
EXPENDITURE REPORT  
FOR THE PERIOD  
FEBRUARY 1  
THROUGH FEBRUARY 29, 2012

DESCRIPTION	REVISED BUDGET	YTD EXPENDED	PTD EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
ASSEMBLY ADMINISTRATION	\$ 492,372	\$ 255,566	\$ 20,396	\$ 9,471	\$ 227,335	51.91%
ASSEMBLY CLERK	498,575	290,318	33,801	23,200	185,057	58.23%
ASSEMBLY ELECTIONS	171,599	134,127	46	9,656	27,816	78.16%
ASSEMBLY RECORDS MANAGEMENT	234,009	136,983	27,118	9,273	87,753	58.54%
MAYOR ADMINISTRATION	578,015	323,499	40,714	408	254,108	55.97%
PURCHASING AND CONTRACTING	242,332	142,447	15,767	2,436	97,449	58.78%
GENERAL SERVICES	537,924	324,620	41,424	9,390	203,914	60.35%
GENERAL SERVICES - MIS	1,753,797	1,023,539	180,784	20,952	709,306	58.36%
GENERAL SERVICES - GIS	518,373	303,031	21,110	1,584	213,758	58.46%
GENERAL SERVICES - PRINT/MAIL	254,432	116,864	31,838	15,392	122,176	45.93%
GENERAL SERVICES - CUSTODIAL MAINT	119,285	67,174	9,071	2,659	49,452	56.31%
EMERGENCY MANAGEMENT	656,381	289,540	33,556	103,751	263,090	44.11%
LEGAL ADMINISTRATION	960,570	528,217	61,588	70,316	362,037	54.99%
FINANCE - ADMINISTRATION	487,151	285,588	42,567	2,227	199,336	58.62%
FINANCIAL SERVICES	870,443	515,071	63,613	3,588	351,784	59.17%
FINANCE - PROPERTY TAX AND COLLECTION	876,895	479,893	54,169	56,854	340,148	54.73%
FINANCE - SALES TAX	510,093	331,315	31,990	6,819	171,959	64.95%
ASSESSING ADMINISTRATION	1,176,133	693,399	90,543	42,602	440,132	58.96%
ASSESSING APPRAISAL	1,705,892	889,258	111,107	68,891	747,743	52.13%
RESOURCE PLANNING ADMINISTRATION	1,141,708	667,672	80,324	17,271	456,765	58.48%
THE RIVER CENTER	763,084	419,966	62,331	20,054	323,064	55.04%
MAJOR PROJECTS - ADMINISTRATION	281,772	152,316	23,905	2,588	126,868	54.06%
SENIOR CITIZENS GRANT PROGRAM	491,608	350,757	-	140,851	-	71.35%
SCHOOL DISTRICT OPERATIONS	46,614,905	31,579,476	3,957,010	-	15,035,429	67.75%
SOLID WASTE TRANSFER	8,781,197	5,128,613	614,716	1,379,723	2,272,861	58.40%
NON-DEPARTMENTAL	2,016,757	1,321,685	207,331	216,047	479,025	65.54%
<b>TOTAL EXPENDITURES</b>	<b>\$72,735,302</b>	<b>\$ 46,750,934</b>	<b>\$ 5,856,819</b>	<b>\$ 2,236,003</b>	<b>\$23,748,365</b>	<b>64.28%</b>



## **KENAI PENINSULA BOROUGH**

Finance Department

144 North Binkley Street • Soldotna, Alaska 99669-8250

PHONE: (907) 714-2170 • FAX: (907) 714-2376

MIKE NAVARRE  
BOROUGH MAYOR

**To:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**Thru:** Mike Navarre, Borough Mayor *MN*

**Thru:** Craig C. Chapman, Finance Director *CChap*

**From:** Brandi Harbaugh, Controller *BH*

**Date:** March 8, 2012

**Subject:** Budget Revisions – February 2012

Attached is a budget revision listing for February 2012. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between sub-objects within major expenditure categories.



	<u>INCREASE</u>	<u>DECREASE</u>
<b><u>ASSEMBLY CLERK &amp; ELECTIONS:</u></b> Transfer funds to cover cost of new computers for Borough Clerk Assistant and Secretary.		
100.11120.00000.42120 (Software)	265.00	
100.11120.00000.48710 (Minor Office Equipment)	3,948.00	
100.11130.00000.43011 (Contractual Services)		3,213.00
100.11130.00000.43210 (Transportation/Subsistence)		1,000.00
<b><u>N. PEN REC SERVICE AREA:</u></b> Transfer funds to cover cost of a computer for the library at the recreation center.		
225.61110.00000.48710 (Minor Office Equipment)	1,000.00	
225.61110.00000.43780 (Bldg/Grounds Maintenance)		1,000.00
<b><u>N. PEN REC SERVICE AREA:</u></b> Move funds to cover rent expenses of the NCRC facility for remainder of fiscal year, and to purchase b/w copier for the community center.		
225.61110.00000.43810 (Rents and Operating Leases)	1,050.00	
225.61110.00000.48710 (Minor Office Equipment)	4,945.00	
225.61110.00000.43610 (Public Utilities)		5,995.00
<b><u>SOLID WASTE:</u></b> Purchase adjustable height base for admin employees' work stations.		
290.32010.00000.48720 (Minor Office Furniture)	709.50	
290.32010.00000.43210 (Transport/Subsistence)		248.49
290.32010.00000.48710 (Minor Office Equipment)		461.01
<b><u>MAINTENANCE:</u></b> Move funds to cover unexpected replacement of combustion analyzer and elevator inspections.		
241.41010.00000.48740 (Minor Machines & Equipment)	2,000.00	
241.41010.00000.43780 (Bldg/Grounds Maintenance)	8,000.00	
241.41010.00000.42310 (Repair/Maintenance Supplies)		10,000.00
<b><u>BEAR CREEK FIRE SERVICE AREA:</u></b> Move funds to cover the cost of instructor's DVD for Commerical Emergency Vehicle Operations course and handbooks for students.		
207.51210.00000.42263 (Training Supplies)	600.00	
207.51210.00000.43260 (Training)		600.00

	<u>INCREASE</u>	<u>DECREASE</u>
<b><u>LAND MANAGEMENT:</u></b> Move funds to cover cost of permits for material sites that the State of Alaska is managing in Hope, Cooper Landing & Snug Harbor.		
250.21210.00000.49433 (Plan Review/Permit Fees)	1,590.00	
250.21210.00000.43011 (Contractual Services)		1,590.00
<b><u>CENTRAL EMERGENCY SERVICES:</u></b> Move funds to cover costs of motor vehicle supplies to rebuild tanker engine, engine pump and replace tires on T4; to replace computer for the Training Officer; correct coding for the purchase of a file cabinet from Fire Prevention to Minor Office Furniture.		
211.51610.00000.48720 (Minor Office Furniture)	740.00	
211.51610.00000.48710 (Minor Office Equipment)	975.00	
211.51610.00000.43810 (Rents and Operating Leases)	250.00	
211.51610.00000.43610 (Utilities)	18,700.00	
211.51610.00000.42360 (Motor Vehicle Supplies)	12,000.00	
211.51610.00000.42310 (Repair and Maintenance Supplies)	3,700.00	
211.51610.00000.42230 (Fuels, Oils & Lubricants)	13,800.00	
211.51610.00000.42210 (Operational Supplies)	3,260.00	
211.51610.00000.42120 (Computer Software)	600.00	
211.51610.00000.42110 (Office Supplies)	1,500.00	
211.51610.00000.40110 (Regular Wages)		14,485.00
211.51610.00000.42222 (Fire Prevention)		740.00
211.51610.00000.43011 (Contractual Services)		6,000.00
211.51610.00000.43014 (Physicals)		18,000.00
211.51610.00000.43310 (Advertising)		1,300.00
211.51610.00000.48515 (Medical Equipment)		8,500.00
211.51610.00000.48740 (Minor Machines & Equipment)		3,000.00
211.51610.00000.48750 (Minor Medical Equipment)		3,500.00



## **KENAI PENINSULA BOROUGH**

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**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

**TO:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Mike Navarre, Mayor *MN*

**FROM:** John Mohorcich, River Center Director *JM*

**DATE:** March 19, 2012

**SUBJECT:** Implementation Status of KPB 2011-12, Adding Additional Water Bodies to the Anadromous Stream Habitat Protection District

This ordinance authorized the administration to implement the management of the additional streams in geographic phases. On January 1, 2012 we implemented KPB 21.18 for those cataloged waters on Kalgin Island and west side of Cook Inlet within the KPB boundary. While preparing to implement the remaining cataloged waters on the east side of Cook Inlet excluding those within the Seward-Bear Creek Flood Service area it has become apparent that many property owners within this newly expanded district are not aware of the adoption of Ordinance 2011-12. Although this ordinance was properly noticed for introduction at the assembly meeting on April 19, 2011 and the following three assembly meetings for hearing and enactment, many residents have expressed additional time be granted before the implementation of the program.

Additionally, technical issues have arisen in regards to the establishment of regulatory boundaries associated with KPB 21.18. Some of the additional streams that require management under KPB 2011-12 are unique and additional time would assure that the regulated area is clearly delineated.

Therefore, the implementation of the cataloged waters located on the east side of Cook Inlet excluding those within the Seward-Bear Creek Flood Service area within the KPB boundary will be extended to January 1, 2013. Within the next 30 days all property owners within the expanded district will receive written notification of the program including educational brochures, website links and staff contact information. This extension will allow additional time to facilitate a better understanding of the program, resolve technical issues, and help with the planning of future projects.

Introduced by: Mayor  
Date: 02/28/12  
Hearing: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2011-19-76**

**AN ORDINANCE APPROPRIATING \$35,000 FROM CENTRAL EMERGENCY  
SERVICE AREA (CES) CAPITAL PROJECTS FUND BALANCE FOR A NEW  
GENERATOR AT THE FUNNY RIVER STATION**

1 **WHEREAS**, the generator at the Funny River Fire Station is over 20 years old, no longer  
2 operable and in need of replacement; and

3 **WHEREAS**, a generator is needed to provide backup power to the fire station, well, and  
4 firefighting water supply building; and

5 **WHEREAS**, the estimated cost of purchase and installation is \$33,000; and

6 **WHEREAS**, the CES service area board at its November 17, 2011, meeting authorized the use  
7 of up to \$35,000 from the CES capital project fund balance for the purchase and  
8 installation of a new generator at the Funny River Station;

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

11 **SECTION 1.** That \$35,000 in CES Capital Projects Fund Balance is appropriated to account  
12 443.51611.12GEN.48311 for costs associated with purchase and installation of a  
13 new generator at the Funny River Fire Station.

14 **SECTION 2.** That this ordinance shall become effective immediately upon its enactment.

1 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
2 **DAY OF \* 2012.**

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Gary Knopp, Assembly President

ATTEST:

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Johni Blankenship, Borough Clerk

Yes:

No:

Absent:



# Central Emergency Services

Central Kenai Peninsula Fire & EMS Providers

Chris Mokracek  
Fire Chief

## MEMORANDUM

**TO:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Mike Navarre, Borough Mayor *MN*  
Craig Chapman, Director of Finance *C Chapman*

**FROM:** Chris Mokracek, CES Fire Chief *Ch. Mokracek*

**DATE:** February 14, 2012

**SUBJECT:** Ordinance 2011-19-1b, Authorizing \$35,000 from the Central Emergency Service Area Capital Fund for the purchase and installation of a replacement generator for the Funny River Fire Station

Central Emergency Services (CES) needs to replace the emergency generator at the Funny River Fire Station. The current generator is over 20 years old, has a blown head gasket and has a cracked block. It is not functional at this time and cannot be repaired due to age. This generator supplies power to the fire station, domestic well and firefighting water supply building.

The estimated cost of the project is \$23,000 for a replacement diesel generator and an additional \$10,000 for installation. The CES Service Area Board, at its November 17, 2011, meeting voted unanimously to appropriate up to \$35,000 for this project.

It is in the best interest of the service area's residents to replace this generator prior to the new fiscal year because of the upcoming spring wildfire season and the impact to our reliable firefighting water supply should a power outage occur.

Your support for this ordinance would be appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>443.27900 FB</u>
Amount	<u>\$35,000 —</u>
By:	<u>CBW</u> Date: <u>2/16/12</u>

## Request for Training Funds

### Alaska Division of Homeland Security and Emergency Management

### Application for Homeland Security Grant Funds

Please contact Michelle Heun ([michelle.heun@alaska.gov](mailto:michelle.heun@alaska.gov)) at 907-428-7089 if you have any questions regarding this application.

Jurisdiction:	Kenai Peninsula Borough	
Responsible Borough: (if applicable)	Kenai Peninsula Borough	<input type="checkbox"/> Law Enforcement Related
Total Amount Requested	\$ 29,255	<input type="checkbox"/> Alaska Shield Request

**1. Briefly explain the project and funding needs to support the below item description(s).**

CERT volunteers are first responders in emergencies and represent the Kenai Peninsula Borough and the Citizen Corps Program. As such, it is important that CERT volunteers are trustworthy individuals without criminal backgrounds. Training funds will be used to conduct background screening on new CERT volunteers. By partnering with the KPB School District, KPCCP is able to conduct this training economically yet comprehensively. Funds will also be used to support training events designed to maintain and improve volunteers' skills and knowledge base, thus improving their ability to respond effectively and efficiently in an emergency, and to coordinate well with other emergency response organizations. Training will be conducted for CERT team leaders to enhance their ability to coordinate and command CERT teams during disaster response. Four courses to train new CERT volunteers will also be conducted. Our goal is to include training for volunteers in KP communities located off the road system.

One of the limiting factors in training sufficient numbers of CERT volunteers is finding capable and qualified instructors. Hosting a Train the Trainer class, which will be made available to potential instructors throughout the state with a focus on instructors from the Kenai Peninsula Borough, will build capacity for CERT programs statewide. Funding is requested to support one Train the Trainer class for 25 participants, including salary for class planners and instructors, class materials and travel and lodging expenses to enhance participants' ability to attend.

**2. Select one and indicate the amount of funding needed.**

*\$23,000 awarded*

Choose one allowable training activity.	Dollar Amount
Training workshops and conferences	29255

**Please provide one or more training functions related to the allowable cost activity above.**

Item Description	Unit Each	Discipline
Hourly salary for class planning and instruction	240	Emergency Management
Instructor and participant manual sets	25	Emergency Management
Moulage kits	2	Emergency Management
First Aid training kits	6	Emergency Management

## Request for Equipment Funds

### Alaska Division of Homeland Security and Emergency Management

### Application for Homeland Security Grant Funds

Please contact Michelle Heun ([michelle.heun@alaska.gov](mailto:michelle.heun@alaska.gov)) at 907-428-7089 if you have any questions regarding this application.

Jurisdiction:	Kenai Peninsula Borough	
Responsible Borough: (if applicable)	Kenai Peninsula Borough	<input type="checkbox"/> Law Enforcement Related
Total Amount Requested	\$ 25,480	<input type="checkbox"/> Alaska Shield Request

**1. Briefly explain the project and funding needs to support the below item description(s).**

The Kenai Peninsula Citizen Corps is in the process of developing structured, cohesive CERT teams with designated team leaders who train together regularly and will work together in defined roles during an emergency response event. Funds will be used to purchase equipment to improve response capability and functionality of these CERT teams. Trauma kits will be purchased to improve team's ability to provide medical aid. Designated high-visibility Team Leader vests will help communicate the command structure of each team. Radios with GPS capability will enhance communication and assist with logistics. Hand-held public address systems will enable CERT teams to communicate better with crowds and/or to widely-dispersed groups such as people sheltering in place. Because of the large geographic area over which Kenai Peninsula CERTs may be asked to respond, an equipment trailer will help teams and equipment deploy more rapidly with fewer vehicles and better organization. Two rapid-deployment shelters will be used as command, staging, treatment and triage areas in emergencies and to promote the CERT and KPCC programs during community events.

Funds will also be used to purchase protective and emergency response equipment for 50 additional CERT volunteers. Basic kits that include CERT duffel bags, hardhats, reflective vests, goggles and gloves will be purchased and augmented with additional protective gear, response equipment and informational materials. Materials will be loaned to active CERT volunteers for use in emergency response situations. This equipment will allow Kenai Peninsula Citizen Corps to support an additional 50 CERT volunteers, increasing our capacity to respond to emergencies and disasters throughout the Kenai Peninsula Borough.

**2. Select one and indicate the amount of funding needed.**

*\$15,000 awarded*

Choose one equipment type from the authorized equipment list (AEL).	Dollar Amount
Other Authorized Equipment	25480

Please provide an item description and the authorized equipment list (AEL) number for each piece of equipment within the category selected above. The AEL number can be found at [www.rkb.us](http://www.rkb.us).

Item Description	AEL #	Unit Each	Discipline
Kit, First Aid, Trauma Type	03OE-03-KTFA	30	EMS (Non fire-based)



## Request for Equipment Funds

### Alaska Division of Homeland Security and Emergency Management

### Application for Homeland Security Grant Funds

Please contact Michelle Heun ([michelle.heun@alaska.gov](mailto:michelle.heun@alaska.gov)) at 907-428-7089 if you have any questions regarding this application.

Jurisdiction:	Kenai Peninsula Borough	
Responsible Borough: (if applicable)	Kenai Peninsula Borough	<input type="checkbox"/> Law Enforcement Related
Total Amount Requested	\$ 20,250.00	<input type="checkbox"/> Alaska Shield Request

**1. Briefly explain the project and funding needs to support the below item description(s).**

The Kenai Peninsula Borough (KPB) has developed a Type III All-Hazards Incident Management Team (KPIMT) to provide command and coordination of large emergencies on the Kenai Peninsula. This team operates the KPB Emergency Operations Center and conducts on-scene incident management activities in cooperation with local city and tribal jurisdictions.

The team develops Incident Action Plans and maintains data bases for logistics along with maintaining expenditure records, unit logs, situational reports to the State Emergency Coordination Center, information releases to the public and many other documents necessary to manage an emergency. The team, however, must produce and keep all these records by hand as we only have two obsolete laptop computers. The KPB-EOC is wired to allow access to the borough network by multiple computers.

This project would provide for ten rugged laptop computers with software, a charging system, a weather-proof carrying case, a wireless system and internet capability that would allow for sharing of documents. This will improve the efficiency of the Incident Management Team and enhance communications between the team and other agencies. The borough has purchased a program to access IPAWS. These computers could be used to allow the credentialed personnel to remotely access the IPAWS system and provide life saving information to the public from a field location. The computers will also be used for formation of a Joint Information Center during major events.

**2. Select one and indicate the amount of funding needed.**

*\$10,250 awarded*

Choose one equipment type from the authorized equipment list (AEL).	Dollar Amount
Information Technology	20250

Please provide an item description and the authorized equipment list (AEL) number for each piece of equipment within the category selected above. The AEL number can be found at [www.rkb.us](http://www.rkb.us).

Introduced by: Mayor  
Date: 02/28/12  
Hearing: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2011-19-77**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$106,350 FROM THE  
ALASKA DEPARTMENT OF MILITARY AND VETERAN AFFAIRS,  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT TO  
PURCHASE DISASTER MANAGEMENT EQUIPMENT, EMERGENCY SHELTERING  
SUPPLIES AND TO CONDUCT CERT TRAINING**

1 **WHEREAS**, the Alaska Department of Military and Veterans Affairs, Division of Homeland  
2 Security & Emergency Management (DHS&EM) provides funds to enhance the  
3 capability of local governments to prevent, deter, respond to and recover from all-  
4 hazard incidents and to enhance regional preparedness efforts; and

5 **WHEREAS**, the DHS&EM State Homeland Security Program is a federal grant passed through  
6 the Federal Emergency Management Agency that provides funding for planning,  
7 equipment, training and exercises; and

8 **WHEREAS**, the borough applied for funding to purchase two trailers, equipment and supplies  
9 for disaster management, emergency sheltering supplies and to conduct  
10 Community Emergency Response Team (CERT) training; and

11 **WHEREAS**, award notification in the amount of \$106,350 has been received from DHS&EM  
12 to be used for the equipment, supplies and training; and

13 **WHEREAS**, it is in the best interest of the borough to accept the grant funds;

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

1 **SECTION 1.** That the mayor is authorized to accept \$106,350 from the State of Alaska  
2 Department of Military and Veteran Affairs, Division of Homeland Security and  
3 Emergency Management and to execute a grant agreement and any other  
4 documents deemed necessary to accept and to expend the grant funds and to  
5 fulfill the intents and purposes of this ordinance.

6 **SECTION 2.** That grant funds in the amount of \$106,350 are appropriated to account  
7 271.11250.34076.49999.

8 **SECTION 3.** This ordinance shall become effective immediately upon its enactment.

9 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
10 **DAY OF \* 2012.**

---

Gary Knopp, Assembly President

ATTEST:

---

Johni Blankenship, Borough Clerk

Yes:

No:

Absent:



# KENAI PENINSULA BOROUGH

## Office of Emergency Management

### MEMORANDUM

MIKE NAVARRE  
BOROUGH MAYOR

**TO:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Assembly

**THRU:** Mike Navarre, Mayor *P.O. for MN*  
Craig Chapman, Director of Finance *CChapman*  
Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

**FROM:** Eric Mohrmann, Emergency Management Director

**DATE:** February 16, 2012

**SUBJECT:** Ordinance 2011-19-77, accepting and appropriating \$106,350 from the Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management to purchase disaster management equipment supplies and training

The assembly failed to enact O2011-19-63 at the January 3, 2012 meeting, which would have appropriated \$265,850 from the Alaska Division of Homeland Security and Emergency Management (DHS&EM) to purchase a portable sheltering system, generator, equipment and training.

The borough renegotiated a more prudent use of the funds with DHS&EM to exclude the sheltering system and the generator. This ordinance introduces the revised allocation of \$106,350 to be awarded through the 2011 State Homeland Security Program grant (SHSP). The grant will provide training and equipment for Community Emergency Response Team volunteers, emergency supplies, trailers for storage and transporting supplies as well as laptop computers and software.

Please note that DHS&EM will provide funding through the 09SHSP grant to purchase the 25KW portable generator.

Eric Mohrmann, Emergency Management Director shall be the project manager for the grant funds. The performance period ends December 31, 2013.

Attachment: Award summary

FINANCE DEPARTMENT	
ACCT #	FUNDS VERIFIED
Acct. No. <u>271.11250.34076.49999</u>	
Amount <u>N/A</u>	
By: <u>CBW</u>	Date: <u>2/16/12</u>

<b>State of Alaska</b> <b>Division of Homeland Security and Emergency Management</b> Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate	Page 1 of 6
	AWARD DATE
	01/26/2012
	FEDERAL GRANT PROGRAM
2011 Homeland Security Grant Program	

<b>OBLIGATING AWARD DOCUMENT</b>	AMENDMENT	FEDERAL GRANT NUMBER
		EMW-2011-SS-00053

RECIPIENT NAME AND ADDRESS	PERFORMANCE PERIOD	CFDA	97.067
Kenai Peninsula Borough 144 North Binkley Street Soldotna, AK 99669	FROM:	12/01/2011	AWARD AMOUNT
	TO:	12/31/2013	\$106,350.00
	STATE GRANT NUMBER	11SHSP-GR34076	
DUNS NUMBER	071845168	FUNDING ALLOCATION	
EIN	92-0030894	PLANNING	EXERCISE
METHOD OF PAYMENT	REIMBURSEMENT	TRAINING	\$23,000.00
		EQUIPMENT	\$83,350.00

**PURPOSE OF AWARD**

The State Homeland Security Program (SHSP) provides funding to support the implementation of the State Homeland Security Strategy to address the identified planning, equipment, training, and exercise needs at the state and local levels to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events. Consistent with the Implementing Recommendations of the 9/11 Act of 2007 (Public Law 110-53), states are required to ensure that at least 25 percent of SHSP appropriated funds are dedicated towards law enforcement terrorism prevention-oriented planning, training, exercise, and equipment activities, including those activities which support the development of identified capabilities. Project Budget Details are funding allocations, and are not to be construed as expenditure authorizations or approvals.

GRANT TERMS AND CONDITIONS	GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS
See Attached	See Attached

**SPECIAL CONDITIONS:**

SEE ATTACHED

<b>AGENCY INFORMATION</b>	
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750
	WEBSITE <a href="http://ready.alaska.gov">http://ready.alaska.gov</a>
	EMAIL <a href="mailto:mva.grants@alaska.gov">mva.grants@alaska.gov</a>
	PHONE 907-428-7000
	FAX 907-428-7009

AGENCY PROJECT MANAGER	PHONE	FAX	EMAIL
Michelle Heun	907-428-7089	907-428-7009	michelle.heun@alaska.gov

<b>AGENCY APPROVAL</b>		<b>RECIPIENT ACCEPTANCE</b>	
NAME AND TITLE OF APPROVING AGENCY OFFICIAL		NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL	
John W. Madden, Director			
SIGNATURE OF APPROVING AGENCY OFFICIAL		SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	
	DATE		DATE

<b>FOR STATE USE ONLY</b>			
CO-LOCATION CODE	09291001	DIVISION FILE NUMBER	
		DATE RETURNED	

# Project Budget Details Report

2011 Homeland Security Grant Program / SHSP

**Kenai Peninsula Borough**

Reported Category = ALL. Reported Revision = 0 of 0.

PBD#	Expense Category	Solution Area	Discipline	Qty	State	Budgeted Cost	Amt Spent	PBD# Balance
1	Training	Course: Dev, Del, Eval	EMA	1	State			
	<b>EHP</b>	<b>Item:</b>			<i>Federal</i>	<b>\$23,000.00</b>		<b>\$23,000.00</b>
	<input checked="" type="checkbox"/> EHP	Community Emergency Response Training (CERT) Volunteer Training						
	<b>Description</b>	CERT workshops and conferences development, delivery, and supplies for 12 participants						

2	Equipment	Info.Tech	EMA	1	State			
	<b>EHP</b>	<b>Item:</b>			<i>Federal</i>	<b>\$10,250.00</b>		<b>\$10,250.00</b>
	<input type="checkbox"/> EHP	Rugged Laptops for Type III All-Hazards Incident Management Team (IMT)						
	<b>Description</b>	Rugged laptop computers with software, charging system, weatherproof carrying case, wireless system, and internet capability for IMT						

3	Equipment	Other	EMS	2	State			
	<b>EHP</b>	<b>Item:</b>			<i>Federal</i>	<b>\$58,100.00</b>		<b>\$58,100.00</b>
	<input type="checkbox"/> EHP	Medical Surge/Mass Casualty Trailers and Supplies						
	<b>Description</b>	Shelter supplies (pre-identified allowable list) and two trailers for shelter supplies						

4	Equipment	Other	EMA	1	State			
	<b>EHP</b>	<b>Item:</b>			<i>Federal</i>	<b>\$15,000.00</b>		<b>\$15,000.00</b>
	<input type="checkbox"/> EHP	Community Emergency Response Team (CERT) Protective and Emergency Equipment						
	<b>Description</b>	Protective and emergency response equipment for CERT volunteers						

Adjusted Grant Award	
State	
Federal	<b>\$106,350.00</b>
Total Budgeted Allocated (Fed & State)	
	<b>\$106,350.00</b>

PBD Total Allocations:	
State	
Federal	<b>\$106,350.00</b>
Total Expenses:	
State	
Federal	
Summary Balance:	
State	
Federal	<b>\$106,350.00</b>
PBD Non-Budgeted Funds:	
	<b>\$0.00</b>

Introduced by: Mayor  
Date: 03/13/12  
Shortened Hearing: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2011-19-78**

**AN ORDINANCE APPROPRIATING \$625,000 IN THE BOROUGH'S SCHOOL  
REVENUE CAPITAL PROJECT FUNDS FOR IMPROVEMENTS TO SCHOOL  
FACILITIES**

1 **WHEREAS,** the Kenai Peninsula Borough School District (School District) has funds set aside for  
2 improving school facilities; and

3 **WHEREAS,** during site visits by the School District and Borough Capital Projects Department a  
4 number of projects were identified as projects the School District would like to see  
5 addressed as soon as possible; and

6 **WHEREAS,** the estimated cost of these projects totaled \$625,000 and included the following:  
7 \$150,000 for movement and set up of 2 portables, \$100,000 for ADA compliance  
8 study; \$250,000 for asphalt repairs at the entrances to various schools, \$75,000 for  
9 design development of the Homer track, and \$50,000 for design development for  
10 school improvements;

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

13 **SECTION 1.** That the Borough is authorized to receive funding from the Kenai Peninsula Borough  
14 School District in the amount up to \$625,000 for improvements at various schools  
15 throughout the district.

1 **SECTION 2.** That \$625,000 is appropriated in the School Revenue Capital Projects Fund as  
2 follows:

3 400.78010.12PTB.49999 in the amount of \$150,000 for movement and set up of 2  
4 portables.

5 400.78050.12ADA.49999 in the amount of \$100,000 for an ADA compliance study.

6 400.78050.12PAV.49999 in the amount of \$250,000 for asphalt repairs at the  
7 entrances to various schools.

8 400.72010.12TRC.49999 in the amount of \$75,000 for design development of the  
9 Homer track.

10 400.78050.12DSG.49999 in the amount of \$50,000 for design development for  
11 school improvements.

12 **SECTION 3.** That this ordinance takes effect immediately upon its enactment.

13 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY**  
14 **OF \* 2012.**

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Gary Knopp, Assembly President

ATTEST:

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Johni Blankenship, Borough Clerk

Yes:

No:

Absent:





# KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520  
Toll-free within the Borough: 1-800-478-4441  
PHONE: (907) 262-4441 • FAX: (907) 262-1892  
www.borough.kenai.ak.us

**MIKE NAVARRE  
BOROUGH MAYOR**

## MEMORANDUM

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

**THRU:** Mike Navarre, Mayor *P.O. for M.N.*

**FROM:** Dave Tressler, Director of Maintenance *DT*  
Kevin Lyon, Capital Projects Director *KL*  
Craig Chapman, Director of Finance *C. Chapman*

**DATE:** March 1, 2012

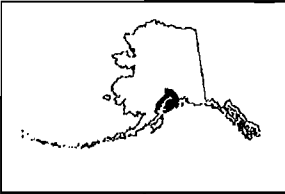
**SUBJECT:** Ordinance 2011-19-78, appropriating \$625,000 for capital improvement projects at various schools in the Kenai Peninsula Borough School District

The Kenai Peninsula Borough School District (School District) has funds set aside for improving school facilities. During site visits by the School District and borough Capital Projects department, the following projects were identified as projects the School District would like to see addressed:

Movement and set up of 2 portables	\$150,000
ADA Compliance Study	\$100,000
Asphalt repairs at entrances of various schools	\$250,000
Design Development – Homer Track	\$ 75,000
Design development for school improvements	\$ 50,000

This ordinance would appropriate funds to be received from the School District for the above mentioned projects.

FINANCE DEPARTMENT	
Acct #'s	FUNDS-VERIFIED
	400.78010.12PTB.49999
	400.78050.12ADA.49999
Acct. No.	400.78050.12PAV.49999
	400.72010.12TRG.49999
Amount	400.78050.12D5G.49999
By: <u>CBW</u>	Date: <u>3/1/12</u>



# KENAI PENINSULA BOROUGH SCHOOL DISTRICT

## Assistant Superintendent

Dave Jones

148 North Binkley Street Soldotna, Alaska 99669-7553

Phone (907) 714-8888 Fax (907) 262-5867

Email: [davejones@kpbsd.k12.ak.us](mailto:davejones@kpbsd.k12.ak.us)

March 1, 2012

Craig Chapman, Director of Finance  
Kenai Peninsula Borough  
144 N. Binkley  
Soldotna, AK 99669

Re: Capital Projects for Schools

Dear Craig,

In addition to the request submitted and capital projects identified in my letter of February 15, 2012, please include the design of the Homer Track as an identified need. The estimate for design of the replacement track is \$75,000, which would bring the total capital projects request to \$625,000.

Please consider this letter the district's request to proceed with this additional project and our commitment to fund it, along with the previous requests.

Sincerely,

Dave Jones

Introduced by: Mayor  
Date: 03/13/12  
Shortened Hearing: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2011-19-80**

**AN ORDINANCE APPROPRIATING \$1,400,000 FROM THE ROAD SERVICE  
AREA OPERATING FUND BALANCE FOR ADDITIONAL SNOW REMOVAL**

1 **WHEREAS**, due to higher than normal snow fall during FY2012, the Road Service Area  
2 (RSA) has expended all of the FY2012 funds allocated for maintenance, including  
3 snow removal; and

4 **WHEREAS**, the RSA budgeted approximately \$2,300,000 for snow removal in FY2012; and

5 **WHEREAS**, based upon current estimates, an additional \$1,400,000 is needed to supplement  
6 the amount previously budgeted in FY2012 for maintenance including snow  
7 removal; and

8 **WHEREAS**, the Road Service Area board at its March 6, 2012, meeting recommended \_\_\_\_\_  
9 \_\_\_\_\_;

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

12 **SECTION 1.** That \$1,400,000 is appropriated from the RSA operating fund, fund balance to  
13 account 236.33950.00000.43952 for additional snow removal for FY2012.

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

1 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
2 **DAY OF \* 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:

# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Johni Blankenship, MMC  
Borough Clerk

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### MEMORANDUM

**To:** Gary Knopp, Assembly President  
Members, Kenai Peninsula Borough Assembly

**Thru:** Johni Blankenship, Borough Clerk 

**From:** Michele Turner, Borough Clerk Assistant 

**Date:** April 3, 2011

**RE:** Ordinance 2011-19-80: Appropriating \$1,400,000 from the Road Service Area Operating Fund Balance for Additional Snow Removal

---

The Road Service Area Board reviewed the referenced ordinance at its meeting on March 6, 2012.

Please amend the final Whereas of Ordinance 2011-19-80 to read as follows:

**WHEREAS,** the Road Service Area board at its March 6, 2012, meeting recommended approval;

Thank you.

**KENAI PENINSULA BOROUGH ROAD SERVICE AREA  
RESOLUTION 2012-02**

**A RESOLUTION RECOMMENDING THE KENAI PENINSULA BOROUGH  
ASSEMBLY APPROPRIATE \$1,400,000 FROM THE ROAD SERVICE AREA  
OPERATING FUND BALANCE FOR ADDITIONAL SNOW REMOVAL**

**WHEREAS,** due to higher than normal snow fall during FY2012, the Road Service Area (RSA) has expended all of the FY2012 funds allocated for maintenance, including snow removal; and

**WHEREAS,** the RSA budgeted approximately \$2,300,000 for snow removal in FY2012; and

**WHEREAS,** based upon current estimates, an additional \$1,400,000 is needed to supplement the amount previously budgeted in FY2012 for maintenance including snow removal.

**NOW, THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ROAD SERVICE AREA BOARD:**

**SECTION 1.** That the Road Service Area board recommends the Kenai Peninsula Borough Assembly appropriate \$1,400,000 from the Road Service Area operating fund balance for additional snow removal.

**SECTION 2.** That the Road Service Area board recommends the Kenai Peninsula Borough Assembly consider the matter on a shortened hearing schedule due to existing budget constraints and anticipated continued snow fall.

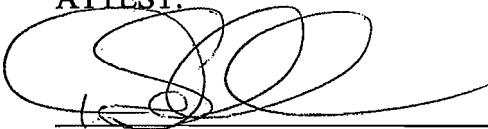
**SECTION 3.** A copy of this resolution shall be forwarded to the mayor and the assembly.

**RESOLVED BY THE KENAI PENINSULA BOROUGH ROAD SERVICE AREA BOARD THIS 6TH DAY OF MARCH, 2012.**



\_\_\_\_\_  
Stan A. McLane, Road Service Area Board Chair

**ATTEST:**



\_\_\_\_\_  
Doug Schoessler, Road Service Area Director



## KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520  
Toll-free within the Borough: 1-800-478-4441  
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www.borough.kenai.ak.us

MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

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

**THRU:** Mike Navarre, Mayor *P.O. from M.N.*

**FROM:** Doug Schoessler, Roads Director *D. Schoessler*  
Craig Chapman, Director of Finance *C. Chapman*

**DATE:** March 1, 2012

**SUBJECT:** Ordinance 2011-19-80, appropriating \$1,400,000 for additional road maintenance, including snow removal

The Kenai Peninsula Borough Road Service Area (RSA) has received higher than normal snow fall during FY2012. Due to the higher than normal snow fall, the RSA has expended all of its funds that have been budgeted for road maintenance including snow removal during FY2012. The Roads Director has estimated that an additional \$1,400,000 will be needed to supplement the current budget amount.

Shortened hearing is requested to meet the continuing road maintenance needs of the RSA in a timely manner.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>236.27910 FB</u>	
Amount <u>\$1,400,000</u>	
By: <u>C. Chapman</u>	Date: <u>3/1/12</u>

Introduced by: Mayor  
Date: 02/28/12  
Hearing: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-05**

**AN ORDINANCE AMENDING KPB CHAPTER 14.40 TO DELETE THE PROVISIONS  
FOR SEASONAL PERMITS WHICH ARE NO LONGER ISSUED BY THE ROAD  
SERVICE AREA**

1 **WHEREAS**, KPB 14.40.040, right-of-way use permits, provides for the various types of right-  
2 of-way permits issued by the Road Service Area (RSA); and

3 **WHEREAS**, KPB 14.40.040(A)(2) provides for the issuance of seasonal permits; and

4 **WHEREAS**, seasonal permits allow for a contractor to submit one application and obtain one  
5 permit for all road projects within borough right-of-ways meeting RSA standards  
6 from May 1 to November 1 each calendar year, and requires the contractor to  
7 submit advance written notice and a year-end list of roads constructed to the  
8 borough; and

9 **WHEREAS**, instead of seasonal permits the RSA only issues project-specific or driveway  
10 permits as they allow for improved oversight and control of projects; and

11 **WHEREAS**, on November 29, 2011, the RSA board adopted Resolution 2011-19 requesting  
12 recommending KPB Chapter 14.40 be amended to delete the provisions for  
13 seasonal permits;

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



1 **SECTION 1.** That KPB 14.40.040(A) shall be amended as follows:

2 **14.40.040. Right-of-way use permits.**

3  
4 The Borough shall issue the following types of right-of-way use permits for  
5 borough rights-of-way:

6 A. *Right-of-way construction permits.* Right-of-way construction permits are  
7 issued for construction of roads, driveways, trails and any blockading  
8 which impedes traffic flow or lawful use of rights-of-way related to  
9 construction, which include the following types of permits:

10 1. Driveway permits for intersections within Borough rights-of-way  
11 between private drives and Borough rights-of-way.

12 2. [SEASONAL PERMITS MAY BE ISSUED TO SOMEONE HOLDING A STATE  
13 OF ALASKA CONTRACTOR'S LICENSE. SUCH PERMITS SHALL BE  
14 VALID FROM MAY 1 THROUGH NOVEMBER 15 OF EACH YEAR FOR  
15 ALL PROJECTS A CONTRACTOR IS CONSTRUCTING TO THE TYPICAL  
16 SECTION UNDER KPB 14.06.100(A). PROJECTS WITHIN THE RIGHT-  
17 OF-WAY NOT CONSTRUCTED TO THE TYPICAL SECTION REQUIRE A  
18 PROJECT-SPECIFIC PERMIT OR A DRIVEWAY PERMIT. IN ORDER FOR  
19 THE SEASONAL PERMIT TO REMAIN IN EFFECT, THE CONTRACTOR  
20 MUST HOLD A CURRENT CONTRACTOR'S LICENSE ISSUED PURSUANT  
21 TO TITLE 8 OF THE ALASKA STATUTES, AND MUST NOT BE IN  
22 ARREARS IN ANY FINANCIAL OBLIGATIONS TO THE BOROUGH. A  
23 CONTRACTOR MUST PROVIDE 48 HOURS' WRITTEN NOTICE TO THE  
24 BOROUGH PRIOR TO COMMENCING CONSTRUCTION ON EACH  
25 INDIVIDUAL ROAD SUBJECT TO THE SEASONAL PERMIT. FACSIMILE  
26 NOTICE IS ACCEPTABLE. THE CONTRACTOR SHALL ALSO PROVIDE A  
27 LIST OF ROADS CONSTRUCTED UNDER THAT YEAR'S SEASONAL

1 PERMIT NO LATER THAN DECEMBER 31 OF THE YEAR IN WHICH THE  
2 PERMIT WAS GRANTED.

3 3.] Project-specific construction permits for all construction within a  
4 Borough right-of-way that is not covered by a [SEASONAL PERMIT  
5 OR A] driveway permit. Project-specific permits require  
6 improvement of a right-of-way, and may require improvement to  
7 Borough standards set forth in KPB 14.06, Road Construction  
8 Standards.

9 **SECTION 2.** That KPB 14.40.060(B)(11) shall be amended as follows:

10 **14.40.060. Permit application and conditions.**

11 ...

12 B. *Mandatory conditions.* All permits shall be subject to the following  
13 conditions:

14 ...

15 11. Construction [OF RIGHTS-OF-WAY FOR MOTOR VEHICLE USE WITHIN  
16 THE KENAI PENINSULA BOROUGH ROAD SERVICE AREA UNDER A  
17 SEASONAL PERMIT SHALL MEET THE BOROUGH ROAD STANDARDS  
18 SET FORTH IN KPB 14.06. ALL OTHER CONSTRUCTION] projects are  
19 subject to either a driveway or a project-specific permit, and may  
20 be required to meet road construction standards pursuant to road  
21 service area board policies approved by the mayor. Construction  
22 shall not damage the right-of-way, adjacent properties, or adjacent  
23 water bodies.

1 **SECTION 3.** That this ordinance takes effect immediately upon its enactment.

2 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
3 **DAY OF \* 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

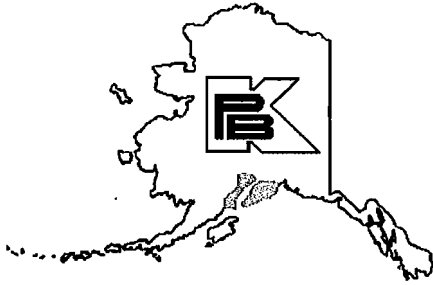
ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520  
Toll-free within the Borough: 1-800-478-4441  
**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892  
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**MIKE NAVARRE**  
**BOROUGH MAYOR**

### MEMORANDUM

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

**THRU:** Mike Navarre, Mayor *MN*

**FROM:** Doug Schoessler, Roads Director *[Signature]*

**DATE:** February 16, 2012

**SUBJECT:** Ordinance 2012- 05, amending KPB Chapter 14.40 to delete the provisions for seasonal permits which are no longer used by the Road Service Area

---

The Road Service Area (RSA) Board passed RSA Resolution 2011-19 at its November 29, 2011, meeting recommending the assembly remove “Seasonal Permits” from KPB 14.40.040 and 060.

The last seasonal permit recorded was issued by RSA staff in 2008. The RSA has received very little reporting compliance from contractors issued seasonal permits. Road construction records and proper inspection reports were not turned in or available to the RSA staff. Therefore, verification of compliance with RSA standards was time consuming and costly for work completed under seasonal permits. Road improvement projects are now issued as “Project Specific” or “Driveway” permits.

Using only the project specific and driveway applications and permits for improvements has proven effective. The applications provide improved construction information and documentation to the RSA staff and board.

Your consideration of this ordinance would be appreciated.

**KENAI PENINSULA BOROUGH ROAD SERVICE AREA**

**RESOLUTION 2011-19**

**A RESOLUTION RECOMENDING AN AMENDMENT TO KPB 14.40.040  
RIGHT-OF-WAY USE PERMITS AND KPB 14.40.060 PERMIT APPLICATION  
AND CONDITIONS, DELETING SEASONAL PERMITS, TO THE KENAI  
PENINSULA BOROUGH ASSEMBLY**

**WHEREAS**, KPB 14.40.040, Right-of-way use permits, provides for the various types of right-of-way use permits issued by the RSA; and

**WHEREAS**, subsection A(2) provides for the issuance of seasonal permits; and

**WHEREAS**, seasonal permits are no longer issued by the RSA, instead project specific permits are issued which allow for better oversight and control.

**NOW THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA  
BOROUGH ROAD SERVICE AREA BOARD:**

**SECTION 1.** That the RSA recommends amending KPB 14.40.040 and .060 as set forth below:

14.40.040. - Right-of-way use permits.

The Borough shall issue the following types of right-of-way use permits for borough rights-of-way:

A.

Right-of-way construction permits. Right-of-way construction permits are issued for construction of roads, driveways, trails and any blockading which impedes traffic flow or lawful use of rights-of-way related to construction, which include the following types of permits:

1.

Driveway permits for intersections within Borough rights-of-way between private drives and Borough rights-of-way.

2.

Project-specific construction permits for all construction within a Borough right-of-way that is not covered by a a driveway permit. Project-specific permits require improvement of a right-of-way, and may require improvement to Borough standards set forth in KPB 14.06, Road Construction Standards.

**SECTION 2.** 14.40.060. - Permit application and conditions.

The following application procedures and conditions must be met for right-of-way construction permits:

A.

Application form. A right-of-way construction permit may be obtained by filing an application on a form provided by the borough, which contains the information required by KPB 14.40.050(C). The construction activity shall be conducted only in accordance with the issued permit conditions.

B.

Mandatory conditions. All permits shall be subject to the following conditions:

1.

The permittee has responsibility to properly locate the proposed facility within the named right-of-way and to coordinate its construction activity with utilities in the same right-of-way.

2.

Driveways or roads crossing utility installations shall cross as nearly perpendicular as possible to the utility line. The line locator phone number shall be included on the permit form by the borough.

3.

The Kenai Peninsula Borough disclaims any warranty or liability regarding location or coordination with utility companies.

4.

Materials or trees shall not be used or removed except to the extent necessary to construct the road or driveway and provide adequate snow storage areas. Gravel may not be mined from any borough right-of-way unless the permittee has specific prior written approval by RSA staff.

5.

The permittee must agree to comply with the terms, conditions and requirements of KPB Chapter 14.40, and any regulations adopted pursuant to this chapter.

6.

All permits shall contain an expiration date determined by the roads director.

7.

Upon completion, permittee shall agree not to restrict the flow of traffic, place traffic signs, or prevent use by the public unless prior approval has been received from the borough.

8.

The permittee shall indemnify, defend, and hold and save the borough, its elected and appointed officers, agents and employees harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees. The permittee shall be responsible under this clause for any and all legal actions or claims of any character arising from applicant or applicant's agents' performance or failure to perform this permit in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions of the borough or its agents, which are said to have contributed to the losses, failure, violations, or damages.

9.

Permittee is responsible for determining the need for any other local, state, or federal permits and acquiring the same. Permittee must abide by all applicable local, state, and federal laws.

10.

Violation of the permit's terms may result in its termination and/or an assessment of penalties against the permittee. The borough reserves the right to revoke the permit at any time for its convenience.

11.

Construction projects are subject to either a driveway or a project-specific permit, and may be required to meet road construction standards pursuant to road service area board policies approved by the mayor. Construction shall not damage the right-of-way, adjacent properties, or adjacent water bodies.

**SECTION 3.** The RSA request the Mayor sponsor an Ordinance for Assembly consideration of the RSA's recommended changes to KPB 14.140.040 and .060 described above.

**RESOLVED BY THE KENAI PENINSULA BOROUGH ROAD SERVICE AREA BOARD THIS 29th DAY OF NOVEMBER 2011.**



\_\_\_\_\_  
Cam Shafer, Road Service Area Board  
Vice-Chairman

ATTEST:



\_\_\_\_\_  
Doug Schoessler, Road Service Area Director

Introduced by: Smith, Haggerty  
Date: 02/28/12  
Hearing: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-06**

**AN ORDINANCE AMENDING KPB 21.18.081, 21.18.100, AND 21.18.140 TO PERMIT  
CERTAIN STRUCTURES IN TIDALLY INUNDATED AREAS, AND  
CONDITIONALLY PERMIT CERTAIN STRUCTURES WITHIN THE HABITAT  
PROTECTION DISTRICT AND ADDING DEFINITIONS**

1 **WHEREAS**, KPB Chapter 21.18, Anadromous Streams Habitat Protection, was initially  
2 adopted in 1996 to protect salmon spawning and rearing habitat; and

3 **WHEREAS**, initially the provisions of the ordinance only applied to portions of the Kenai  
4 River; and

5 **WHEREAS**, through Ordinance 2000-08 the Assembly expanded the scope of this chapter to  
6 apply to 10 tributaries of the Kenai River and 14 additional streams within the  
7 east side of Cook Inlet; and

8 **WHEREAS**, through Ordinance 2011-12 the Assembly expanded the scope of this chapter to  
9 apply to most of the remaining anadromous streams within the borough; and

10 **WHEREAS**, the development restrictions on small parcels within the Habitat Protection  
11 District, including those originally regulated and some newly regulated, may  
12 unduly restrict development rights on some parcels; and

13 **WHEREAS**, the best interest of the borough will be served by enacting a conditional use  
14 process which can allow development, with appropriate standards, on small  
15 parcels; and



1 **WHEREAS**, at its regularly scheduled meeting of \_\_\_\_\_ the Planning Commission  
2 recommended \_\_\_\_\_;

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

5 **SECTION 1.** That KPB 21.18.081(B) is hereby amended by adding a new provision as follows:

6 ...

7 10. A principal structure or an addition to a principal structure may be approved  
8 within the habitat protection district provided all the following standards are  
9 met:

- 10 a. The parcel boundaries were defined prior to January 1, 2012.
- 11 b. The parcel is subject to a city building code and is served by a public  
12 sewer system.
- 13 c. The parcel has an area of .3 acres or less.
- 14 d. On the portion of the parcel within the habitat protection district, the  
15 total impervious coverage may not exceed 50% of the area able to  
16 sustain native vegetation, or 5,000 square feet of area able to sustain  
17 native vegetation, whichever is less.
- 18 e. The standard for development is to utilize suitable parcel areas outside  
19 the habitat protection district as a preferred alternative to development  
20 within a habitat protection district. Within the habitat protection  
21 district, it is preferred to minimize impact by preserving the nearshore  
22 areas which may sustain native vegetation.

1 **SECTION 2.** That KPB 21.18.100 is hereby amended by adding a new Section E. as follows:

2 ...

3 E. Building permits issued by a city for areas subject to tidal inundation,  
4 between mean high water and mean higher high water, will constitute a  
5 determination that the requirements of KPB 21.18 are satisfied and the  
6 project is exempt from KPB 21.18 application.

7 **SECTION 3.** That KPB 21.18.140 is hereby amended by adding the following definitions:

8 ...

9 AB. "Native vegetation" means native plant communities that are undisturbed or  
10 mimicked.

11 AC. "Impervious Coverage" means an area of ground that, by reason of its  
12 physical characteristics or the characteristics of materials covering it, does  
13 not absorb rain or surface water. All parking areas, driveways, roads,  
14 sidewalks and walkways, whether paved or not, and any areas covered by  
15 buildings, structures, or water shedding material such as, but not limited to,  
16 concrete, asphalt, brick, stone, wood, ceramic tile, plastic sheeting or metal  
17 shall be considered to be or have impervious coverage. Elevated light  
18 penetrating structures meeting the requirements of KPB 21.18.071 A.2 shall  
19 not be counted as impervious coverage.

20 AD. "Higher high water" The higher of the two high waters of a tidal day where  
21 the tide is of the semidiurnal or mixed type. The single high water occurring  
22 daily during periods when the tide is diurnal is considered to be higher high  
23 water.

1                    AE. “Mean Higher High Water” A tidal datum. The average of all the daily  
2                    higher high water recorded over a 19-year period or a computed equivalent  
3                    period.

4    **SECTION 4.** That this ordinance takes effect immediately upon its enactment.

5    **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
6    **DAY OF \* 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

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**MIKE NAVARRE**  
**BOROUGH MAYOR**

### **MEMORANDUM**

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

**FROM:** Bill Smith, Assembly Member *Bill Smith*  
Mako Haggerty, Assembly Member *for M+H*

**DATE:** February 15, 2012

**SUBJECT:** Ordinance 2012-06 Amending KPB 21.18 - Anadromous Streams Habitat Protection to permit certain structures in tidally inundated areas, conditionally permit certain structures within the Habitat Protection District, and add definitions

The borough is in the process of a phased implementation of the addition of numerous streams which were added to the Anadromous Streams Habitat Protection district. Implementation Phase 2 encompassing most of the Kenai Peninsula is scheduled to take effect on May 1, 2012.

These added areas have brought to light issues with small pre-existing parcels that have seen their development rights unduly restricted due to the greater part of the parcel being in the Habitat Protection District and consequently have a limited area that could be developed. This condition has existed along the Kenai River and a few other areas for some time.

This ordinance allows, through the conditional use process, some development to occur within the Habitat Protection District when certain standards are met. By defining a conditional use for use by property owners, staff and the Planning Commission, I believe we will add a fair process allowing additional development which will relieve some of the burden for small lot property owners.

A standard of development is proposed that the parcels be served by a public sewer system to insure that waste water is properly disposed and streamside water quality is protected. A further condition brings into play city permitting processes in order to provide a more local influence on the development.

I believe it is important that borough regulations do not unreasonably restrict development rights and more particularly, do not eliminate development rights.

Your consideration of this ordinance will be appreciated.

<b>Acre</b>	<b>Sq Ft</b>	<b>50% Sq Ft</b>
<b>0.01</b>	436	218
<b>0.02</b>	871	436
<b>0.03</b>	1,307	653
<b>0.04</b>	1,742	871
<b>0.05</b>	2,178	1,089
<b>0.06</b>	2,614	1,307
<b>0.07</b>	3,049	1,525
<b>0.08</b>	3,485	1,742
<b>0.09</b>	3,920	1,960
<b>0.1</b>	4,356	2,178
<b>0.11</b>	4,792	2,396
<b>0.12</b>	5,227	2,614
<b>0.13</b>	5,663	2,831
<b>0.14</b>	6,098	3,049
<b>0.15</b>	6,534	3,267
<b>0.16</b>	6,970	3,485
<b>0.17</b>	7,405	3,703
<b>0.18</b>	7,841	3,920
<b>0.19</b>	8,276	4,138
<b>0.2</b>	8,712	4,356
<b>0.21</b>	9,148	4,574
<b>0.22</b>	9,583	4,792
<b>0.23</b>	10,019	5,009
<b>0.24</b>	10,454	5,227
<b>0.25</b>	10,890	5,445
<b>0.26</b>	11,326	5,663
<b>0.27</b>	11,761	5,881
<b>0.28</b>	12,197	6,098
<b>0.29</b>	12,632	6,316
<b>0.3</b>	13,068	6,534
<b>0.35</b>	15,246	7,623
<b>0.37</b>	16,117	8,059
<b>0.38</b>	16,553	8,276
<b>0.4</b>	17,424	8,712
<b>0.41</b>	17,860	8,930
<b>0.42</b>	18,295	9,148
<b>0.43</b>	18,731	9,365
<b>0.44</b>	19,166	9,583
<b>0.45</b>	19,602	9,801
<b>0.5</b>	21,780	10,890
<b>0.6</b>	26,136	13,068
<b>0.7</b>	30,492	15,246
<b>0.75</b>	32,670	16,335
<b>0.8</b>	34,848	17,424
<b>0.9</b>	39,204	19,602
<b>1</b>	43,560	21,780



## **KENAI PENINSULA BOROUGH**

PLANNING DEPARTMENT

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**MIKE NAVARRE**  
**BOROUGH MAYOR**

### **MEMORANDUM**

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

**THRU:** Mike Navarre, Borough Mayor *MN*

**FROM:** Max J. Best, Planning Director *PBV FOR MJB*

**DATE:** March 15, 2012

**SUBJECT:** Ordinance 2012-06; Amending KPB 21.18 - Anadromous Streams Habitat Protection to permit certain structures in tidally inundated areas, conditionally permit certain structures within the Habitat Protection District, and add definitions

The Planning Commission reviewed the subject Ordinance during their regularly scheduled March 12, 2012 meeting. A motion failed by majority consent to recommend approval of the ordinance. (Bryson, Yes; Carluccio, No; Collins, Absent; Ecklund, No; Foster, Yes; Gross, No; Holsten, Yes; Isham, No; Lockwood, No; Martin, Yes; Ruffner, Absent; Tauriainen, No)

In the ordinance, please make the following amendment to the last WHEREAS:

*WHEREAS, at its regularly scheduled meeting of March 12, 2012, the Planning Commission denied approval by majority consent.*

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

AGENDA ITEM F. PUBLIC HEARINGS

3. Ordinance 2012-\_\_\_, Amending KPB 21.18 - Anadromous Streams Habitat Protection to permit certain structures in tidally inundated areas, conditionally permit certain structures within the Habitat Protection District, and add definitions

Staff Report given by John Mohorcich

PC Meeting: 3/12/12

The ordinance was drafted and presented by Assembly member Bill Smith and co-sponsored with Assembly member Mako Haggerty.

The borough is in the process of a phased implementation of the addition of numerous streams which were added to the Anadromous Streams Habitat Protection district. Implementation Phase 2 encompassing most of the Kenai Peninsula is scheduled to take effect on May 1, 2012.

These added areas have brought to light issues with small pre-existing parcels that have seen their development rights unduly restricted due to the greater part of the parcel being in the Habitat Protection District and consequently have a limited area that could be developed. This condition has existed along the Kenai River and a few other areas for some time.

This ordinance allows, through the conditional use process, some development to occur within the Habitat Protection District when certain standards are met. By defining a conditional use for use by property owners, staff and the Planning Commission, I believe we will add a fair process allowing additional development which will relieve some of the burden for small lot property owners.

A standard of development is proposed that the parcels be served by a public sewer system to insure that waste water is properly disposed and streamside water quality is protected. A further condition brings into play city permitting processes in order to provide a more local influence on the development.

It is important that borough regulations do not unreasonably restrict development rights and more particularly, do not eliminate development rights.

Consideration of this ordinance will be appreciated.

END OF STAFF REPORT

Chairman Bryson opened the meeting for public comment. Seeing and hearing no one wishing to speak, Chairman Bryson closed the public comment period and opened discussion among the Commission.

**MAIN MOTION:** Commissioner Holsten moved, seconded by Commissioner Lockwood to approve Ordinance 2012-\_\_\_; an ordinance amending KPB 21.18.081, 21.18.100 and 21.18.140 to permit certain structures in tidally inundated areas and conditionally permit certain structures within the habitat protection district and adding definitions.

Commissioner Holsten asked why the .3 acres was picked. Mr. Mohorcich replied that they talked about sizes. He didn't specifically speak to Mr. Smith about what size that was identified so he wasn't sure how Mr. Smith came up with that.

Commissioner Foster asked if a city could have the authority to have their planning commission approve the conditional use permit and that it either comes to the Borough Planning Commission for final approval or that it be given final approval administratively. Mr. Mohorcich replied that KPB 21.18.100 allows the cities to administer the code with the Borough delegating this code to them if the cities wanted to oversee it. The entire code of KPB 21.18 could be given to the cities to administer if they chose to. He stated they have had discussion with the City manager regarding if the City wanted to change their building codes to incorporate more of KPB 21.18.

Chairman Bryson asked if he spoke with city managers. Mr. Mohorcich replied yes, with Tim Dillon, City manager for the City of Seldovia

Commissioner Ecklund referred to the following statement in the ordinance, Section 1.10(b) which states, *"The parcel is subject to a city building code and is served by a public sewer system."* She asked if the parcels that this ordinance would affect would be located in the city. Mr. Mohorcich replied that is correct. Commissioner Ecklund asked if the cities would have to adopt this ordinance. Mr. Mohorcich understood that the way this ordinance was written is that it just changes to the borough code KPB 21.18. This allows additional provisions if a parcel meet the four criteria. One of the criteria is that it must be in the city because it must be subject to a city building permit and also served by a public sewer system. He stated that Mr. Smith was limiting these provisions to properties of this size within city limits.

Commissioner Tauriainen asked why this was only limited to the cities. Mr. Mohorcich replied that he has struggled with these situations when the administration is not the maker of the ordinance. He wasn't sure why Mr. Smith made that final decision to just limit it to the cities. There was discussion between them that there were small lot issues outside the cities.

Commissioner Foster asked how high the tide goes back into the lagoon in Seldovia. Mr. Mohorcich understood that all of Seldovia slough that is mapped in the anadromous stream catalog by Fish & Game is tidal influence. He asked if he was speaking about Fish Creek. Commissioner Foster replied yes. Mr. Mohorcich replied that the tidal influence goes above or upstream of Fish Creek in the Seldovia slough. Commissioner Foster asked if it only went to the city limits. Mr. Mohorcich replied that the city limits extends further up Seldovia slough than just Fish Creek. There is a portion of Seldovia slough outside city limits. Commissioner Foster asked if they could extra territorial powers like the City of Homer has. Mr. Mohorcich believed they could if that was appropriate.

Commissioner Holsten referred to Section 2.40 which states, *"Building permits issued by a city for areas subject to tidal inundation, between mean high water and mean higher high water, will constitute a determination that the requirements of KPB 21.18 are satisfied and the project is exempt from KPB 21.18 application."* She read it that a city affected could decide that a building permit met the requirements of KPB 21.18 and that it would be exempt. She asked why the word *"requirements"* rather than the word *"intent"*. Mr. Mohorcich stated that Section E was in the ordinance because Mr. Smith identified that in most tidal situations between the mean high and the higher high is that there usually is no vegetation. It will fluctuate with the topography and what type of soils substrate is there. Commissioner Holsten asked for clarification regarding what it means that a percentage of a lot or property can be developed. Mr. Mohorcich interpreted that it means that it is within the habitat protection district and the district is defined by the mean high, 50 feet back.

Commissioner Tauriainen asked if he believed it would help in other situations as well if the city part was taken out. Mr. Mohorcich replied that the small lots situations have been a major issue. It takes up to approximately 80-90% of their staff time working in most of those small lot subdivisions in trying to apply this code.

Commissioner Tauriainen asked if recommendations for change could be made on this ordinance. Chairman Bryson replied yes, making recommendations to the proposed ordinance can be forwarded to the Assembly. Commissioner Tauriainen asked if he could make a recommendation to remove all parts of this ordinance that refer to just cities. Chairman Bryson replied yes.

**AMENDMENT MOTION:** Commissioner Tauriainen moved, seconded by Commissioner Isham to amend the ordinance to remove the requirements that it only pertains to cities but that this ordinance be applied to the entire Borough.

Commissioner Ecklund asked if that motion included Section 2.E. Commissioner Tauriainen replied that it would pertain to everything in the ordinance. Commissioner Ecklund asked if he proposed to take out Section 10b and Section 2E. Commissioner Tauriainen replied yes. Chairman Bryson asked if that was the intent of his motion. Commissioner Tauriainen replied yes.

Commissioner Gross asked for staff's comments because this looked like it could create lots of problems if



they have small lots without proper sewage outside the city. Mr. Mohorcich felt that it is appropriate to look at small lots but not sure striking the city building code and public sewer system is the appropriate way to go borough wide without studying this more closely. It would give a little more scrutiny to be able to look at the lots by having the building code within the cities. There are no building codes or any requirements outside city limits unless it falls under the 50 foot habitat protection or within the floodplain. Commissioner Gross asked if there are a lot of small building lots of that size outside the cities. Mr. Mohorcich replied that they are managing their 24 streams. There are definitely small lots located throughout the borough that are less than the 40,000 sq foot such as on the Anchor River, Poachers Cove, Kenai Keys and Castaway Cove.

Commissioner Isham stated that this is only a recommendation. He asked if staff would have time to make recommendations between this meeting and the time the Assembly would be looking at the ordinance. Mr. Mohorcich replied that they could make recommendations at any time if it was the wishes of the Mayor.

Commissioner Carluccio stated that this amendment was written to try and resolve some of the issues that have come up in Seldovia and along the Seldovia slough. She stated they were happy that Mr. Smith and Mr. Haggerty have taken the time to try to accommodate them but Seldovia does not feel that this is what they were looking for at this time. Seldovia is actually looking for a complete exclusion from the requirements of this ordinance. The City of Seldovia passed Resolution 12-15 which is a resolution from the city council opposing Kenai Peninsula Borough Ordinance 2011-12. It was her understanding that Mr. Smith only wanted this ordinance to pertain to areas that were actually within city limits that had building codes.

Commissioner Foster stated that he would be voting against the amendment because he felt that they need to protect areas that have sewer systems. Commissioner Tauriainen asked if he supported the entire ordinance or just the amendment. Commissioner Foster replied that he opposed just the amendment.

Commissioner Tauriainen asked if he could withdraw his amendment motion. Chairman Bryson ruled that the amendment motion should be voted on.

There being no further discussion or questions, Chairman Bryson called for a roll call vote.

**AMENDMENT VOTE:** The motion failed by unanimous consent.

BRYSON NO	CARLUCCIO NO	COLLINS ABSENT	ECKLUND NO	FOSTER NO	GROSS NO	HOLSTEN NO
ISHAM NO	LOCKWOOD NO	MARTIN NO	RUFFNER ABSENT	TAURIAINEN NO		0 YES 10 NO 2 ABSENT

Commissioner Carluccio stated that she was not going to support the ordinance because she doesn't want a yes vote to be misconstrued as Seldovia being satisfied with this ordinance. They feel that this ordinance will not help Seldovia. Tim Dillon, City Manager continues to work with the Assembly and Administration towards excluding Seldovia from this and KPB Ordinance 2011-12.

Commissioner Tauriainen also was not going to recommend this ordinance based on comments that were made from Commissioner Carluccio and comments from staff that other issues need to be addressed.

Commissioner Ecklund believes this ordinance need additional work so she also will not be supporting the main motion.

Commissioner Foster stated he would be voting in favor of the motion because right now it doesn't leave any wiggle room for anybody. This ordinance allows a landowner to obtain a conditional use permit to develop property which will come before this body. He felt this was a logical first step at making KPB 21.18 workable.

Commissioner Holsten expressed concerns about the costs for Seldovia and other communities to enacting this ordinance but using Commissioner Foster's logic she was going to support this ordinance even though Seldovia has some good arguments. She hoped the Assembly would spend some time working this out.

Commissioner Isham stated that he would not support the motion because at best a conditional use permit is temporary and felt Seldovia needs something permanent.

There being no further questions or comments, Chairman Bryson called for a roll call vote.

**MAIN MOTION VOTE:** The motion failed by majority consent.

BRYSON YES	CARLUCCIO NO	COLLINS ABSENT	ECKLUND NO	FOSTER YES	GROSS NO	HOLSTEN YES
ISHAM NO	LOCKWOOD NO	MARTIN YES	RUFFNER ABSENT	TAURIAINEN NO		4 YES 6 NO 2 ABSENT

**AGENDA ITEM G. ANADROMOUS STREAM HABITAT PROTECTION (KPB 21.18)**

- Resolution 2012-08; A Conditional Use Permit pursuant to KPB 21.18 for the replacement of an existing damaged culvert along with fill and grade work within the 50-foot Habitat Protection District of Bishop Creek an anadromous stream. This project is located within the SOA Holt-Lamplight Road right-of-way on the right and left banks of Bishop Creek, located in S21 T7N R11W, SM, AK, (adjacent to KPB Parcels 013-570-01 & 013-570-03.

Memorandum and Staff Report given by Tom Dearlove

PC Meeting: 3/12/12

Additional information was provided for Resolution 2012-08 on the replacement of a damaged culvert within the 50 foot habitat protection district on Bishop Creek. Several concerns and questions were expressed during the February 27, 2012 Planning Commission meeting as shown below:

- Show view of the new stream alignment
- Show transitions of stream in-flow and out-flow of the culvert
- Slope of the new culvert
- Details on the low flow channel

The additional information submitted by the applicant is the response to the above concerns.

Discussions with the ADF&G biologists at the River Center who wrote on this project and visited the site in 2011, directed me to the diagram from DOT submitted earlier, stating the low flow channel will measure 5'feet wide and .5' feet deep. They also stated that Gary Walkin from DOT was on site in 2011 and there was an agreement of a 1% or lower slope on the culvert to maximize the aquatic life passage within the culvert.

In the ADF&G permit it states the following stipulation:

- The structures shall be designed, installed, and maintained to accommodate the efficient passage and movement of fish, both upstream and downstream, at all flows up to and including a mean annual seasonal flood design with a two-day duration for the specific time of the year that the weakest swimming fish (design fish) present in the waterbody must be assured passage.*

The biologist writing the permit mentioned to the River Center staff that in this case the weakest swimming fish would be the Coho salmon.

Staff still recommends approval of

END OF MEMORANDUM AND STAFF REPORT

**CITY OF SELDOVIA  
RESOLUTION 12-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELDOVIA OPPOSING  
KENAI PENINSULA BOROUGH ORDINANCE 2011-12, AMENDING KPB 21.18.025  
TO ADD ADDITIONAL WATER BODIES SUBJECT TO ANADROMOUS STREAM  
HABITAT PROTECTION**

**WHEREAS:** The City Council is a duly elected governing body of the City of Seldovia, authorized to act by and on behalf of its citizens, and

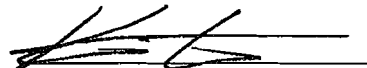
**WHEREAS:** Seldovia supports the Kenai Peninsula Borough Ordinance 2011-12, protecting the fragile habitat of the major salmon producing streams in the Upper Cook Inlet.

**WHEREAS:** Seldovia Slough's base is gravel and bedrock unlike Upper Cook Inlet Rivers,

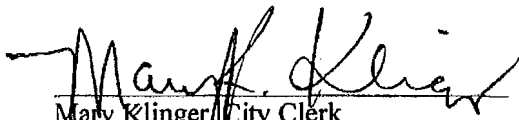
**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Seldovia, Alaska opposes the inclusion of the Seldovia Slough (Stream No. 241-11-10770) in KPB 21.18.025(B) and respectfully requests said section be amended to reflect the exclusion of the Seldovia Slough (Stream No. 241-11-10770),

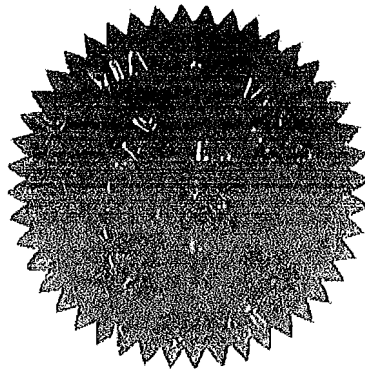
**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Seldovia, Alaska, on this 8<sup>th</sup> day of February, 2012

APPROVED:

  
Keith Gain, Mayor

ATTEST:

  
Mary Klinger, City Clerk



Introduced by: Murphy  
Date: 03/13/12  
Hearings: 04/03/12 & 04/17/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-07**

**AN ORDINANCE AMENDING KPB TITLES  
2—ADMINISTRATION, 4—ELECTIONS AND 16—SERVICE AREAS  
TO PROVIDE THAT ALL KENAI PENINSULA BOROUGH SERVICE AREA BOARDS  
ARE APPOINTED INSTEAD OF ELECTED**

- 1 **WHEREAS,** the Kenai Peninsula Borough currently has 14 service area boards of which 13 are  
2 elected and one, the road service area board, is appointed; and
- 3 **WHEREAS,** the Kenai Peninsula Borough is one of the few, if not the only borough in the  
4 State of Alaska with elected service area boards; and
- 5 **WHEREAS,** historically there have been numerous vacant seats for service area boards as well  
6 as seats where only one person has filed to run; and
- 7 **WHEREAS,** appointed boards may increase public interest in service on a board as potential  
8 board members would not have to run or otherwise comply with the election  
9 process requirements; and
- 10 **WHEREAS,** changing from elected service area boards to appointed boards will significantly  
11 reduce the time and expense involved in borough elections; and
- 12 **WHEREAS,** the Clerk's Office has indicated that thousands of dollars would be saved by  
13 eliminating these seats from the election process as this would reduce printing  
14 costs and time required of election judges and the Clerk's Office in reviewing and  
15 verifying election ballots; and

1 **WHEREAS**, providing for an appointed board may alleviate voter confusion by reducing the  
2 content of the voter pamphlet and the number of ballots as many service areas  
3 bifurcate precincts requiring more than one ballot for each precinct; and

4 **WHEREAS**, the appointment process is likewise a public process in which the mayor would  
5 appoint interested applicants and the assembly would confirm the appointment to  
6 service area boards; and

7 **WHEREAS**, appointed boards have functioned well for the road service area and throughout  
8 other service areas in the state;

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

11 **SECTION 1.** KP.B 2.58.010(C) is amended as follows:

12 **2.58.010. Definitions.**

13 ...

14 C. 1. "Service area board members" means those persons[, WHETHER ELECTED  
15 OR APPOINTED,] who serve upon boards of the various service areas as may  
16 from time to time be established within the borough.

17 2. "Service area officers or employees" means an officer or employee of the  
18 service area involved in the contractual relationship, but does not include  
19 officers or employees of service areas other than the one with which a  
20 contractual relationship is sought or entered.

21 ...

1 **SECTION 2.** KPB 2.58.035(B) is amended as follows:

2 **2.58.035. Contracts or sales not constituting substantial interest.**

3 ...

4 B. A contract in which the person has an interest if such contract was entered into  
5 prior to the time he/she was [ELECTED OR] appointed as such service area  
6 board member, service area officer or employee, but this exception shall in no  
7 event authorize a renewal of any such contract;

8 ...

9 **SECTION 3.** KPB 4.10.070 is amended as follows:

10 **4.10.070. Votes required for election to office.**

11 A. Election to the office of borough mayor is by a majority of the votes cast. If  
12 no candidate for the office of borough mayor receives a majority of the votes  
13 cast for that office, a runoff election will be held between the 2 candidates  
14 receiving the highest number of votes.

15 B. The candidate for an assembly or school board seat receiving the greatest  
16 number of votes is elected.

17 [C. THE CANDIDATE FOR AN ELECTED SERVICE AREA BOARD SEAT RECEIVING THE  
18 GREATEST NUMBER OF VOTES CAST FOR THAT SEAT IS ELECTED.]

19 **SECTION 4.** KPB 4.30.010 is amended as follows:

20 **4.30.010. Candidate qualifications.**

21 A. A candidate for borough mayor must be a qualified voter of the State of  
22 Alaska and a resident of the Kenai Peninsula Borough for 180 days

1 immediately preceding filing for office. A person who has served as mayor for  
2 two consecutive full terms may not be reelected to that office until 180 days  
3 has intervened.

4 B. A candidate for borough assembly must be a qualified voter of the State of  
5 Alaska and a resident of the district from which the candidate seeks election  
6 for at least 180 days immediately preceding filing for office.

7 C. A candidate for school board must be a qualified voter of the State of Alaska  
8 and a resident of the district from which the candidate seeks election for 180  
9 days immediately preceding filing for office.

10 [D. A CANDIDATE FOR A SERVICE AREA BOARD MUST BE A QUALIFIED VOTER OF THE  
11 STATE OF ALASKA AND A RESIDENT OF THE SERVICE AREA FOR AT LEAST 180  
12 DAYS IMMEDIATELY PRECEDING FILING FOR OFFICE.]

13 **SECTION 5.** KPB 4.30.020(D) is amended as follows:

14 **4.30.020. Declaration of candidacy.**

15 ...

16 D. Filing for elective offices of mayor, assembly, and school board [AND SERVICE  
17 AREA BOARDS] shall be made by filing a declaration of candidacy with the  
18 borough clerk from August 1st through August 15th, 4:30 p.m. Should August  
19 15 be a Saturday or Sunday, then candidates shall have until noon on the first  
20 Monday following to file their declaration.

21 ...

1 **SECTION 6.** KPB 4.30.030(A) is amended as follows:

2 **4.30.030. Public official financial disclosure statements.**

3 A. Candidates for elective borough office and declared write-in candidates shall  
4 file a public official financial disclosure statement with the borough clerk as  
5 required by the provisions of AS 39.50 at the time of filing a declaration of  
6 candidacy. The name of the candidate shall be placed on the ballot by the  
7 borough clerk only after the candidate has complied with this requirement.  
8 [THIS SUBSECTION DOES NOT APPLY TO CANDIDATES FOR SERVICE AREA  
9 BOARDS.]

10 . . .

11 **SECTION 7.** KPB 16.04.060 is amended as follows:

12 **16.04.060. Election to establish governmental powers required when.**

13 If the borough assembly shall by ordinance establish a service area, the  
14 proposition whether or not to exercise the particular governmental power for  
15 which the service area has been established shall be placed on the ballot at the  
16 next general or a special election of the borough; except, however, an area that  
17 has once been considered and rejected by the eligible voters at either a special or  
18 general election shall thereafter be placed before the voters only at a subsequent  
19 general election. [IF THE ORDINANCE ESTABLISHING THE SERVICE AREA HAS  
20 PROVIDED FOR ELECTED BOARDS TO SUPERVISE THE FURNISHING OF SPECIAL  
21 SERVICES IN THE SERVICE AREA, THEN THE CANDIDATES FOR ELECTION TO SUCH  
22 BOARD SHALL BE PLACED ON THE BALLOT AT THE SAME ELECTION FOR ELECTION BY  
23 THE QUALIFIED VOTERS RESIDING WITHIN THE SERVICE AREA.]



1 **SECTION 8.** KPB 16.04.065 is amended as follows:

2 **16.04.065. [ELECTION] Appointment of board members.**

3 Vacancies for service area boards [REQUIRING ELECTED BOARDS] shall be filled by  
4 [THE CANDIDATE] applicants appointed by the mayor and confirmed by the  
5 assembly.[RECEIVING THE HIGHEST NUMBER OF THE VOTES CAST FOR THAT SEAT].  
6 IN THE EVENT THAT NO CANDIDATE FILES FOR ELECTION TO A SEAT WHICH IS TO BE  
7 FILLED AT SAID ELECTION, THEN NO ELECTION SHALL BE CONDUCTED FOR THAT  
8 PARTICULAR SEAT, AND THE SEAT SHALL BE FILLED BY A MAJORITY VOTE OF THE  
9 REMAINING BOARD FOLLOWING CERTIFICATION OF THE ELECTION.]

10 **SECTION 9.** KPB 16.04.080 is amended as follows:

11 **16.04.080. Administrative employees—Appointment, qualifications, and**  
12 **removal.**

13 A. *Service area directors.* Except as may otherwise be provided for a specific  
14 service area, the director of a service area as determined necessary by the  
15 assembly and as defined by KPB 3.04.070 shall be appointed by the mayor  
16 from a list of recommended names from the service area board. [EXCEPT FOR  
17 THE ROAD S]Service area directors shall serve at the pleasure of the mayor.  
18 The service area board may independently make a recommendation to the  
19 mayor regarding the suspension or discharge of the service area director,  
20 however such suspension or discharge remains within the sole authority of the  
21 mayor.[, WHOSE BOARD CONSISTS OF APPOINTED MEMBERS, AND AS OTHERWISE  
22 PROVIDED BELOW, ALL OTHER SERVICE AREA DIRECTORS MAY BE REMOVED BY  
23 THE MAYOR WITH A CONCURRENT RECOMMENDATION FROM THE APPLICABLE  
24 BOARD. SUCH ACTION BY THE SERVICE AREA BOARD SHALL REQUIRE A  
25 MAJORITY VOTE OF THE BOARD MEMBERSHIP. IN THE EVENT THAT THE SERVICE  
26 AREA BOARD AND THE MAYOR ARE UNABLE TO AGREE WITHIN 30 DAYS OF THE

1 DATE THE ACTION IS RECOMMENDED, THEN THE MAYOR AND THE SERVICE AREA  
2 BOARD SHALL COMMUNICATE TO ATTEMPT TO RESOLVE THE IMPASSE. SUCH  
3 COMMUNICATION SHALL OCCUR NO MORE THAN 60 DAYS AFTER THE DATE OF  
4 THE INITIAL RECOMMENDATION FOR REMOVAL. FOLLOWING SUCH  
5 COMMUNICATION, THE MAYOR SHALL HAVE THE FINAL AUTHORITY TO  
6 DETERMINE WHETHER OR NOT TO REMOVE THE DIRECTOR.]

7 B. *Other administrative employees.* Other administrative employees serve at the  
8 pleasure of the mayor who may suspend or discharge such employees in his or  
9 her sole discretion. The service area board may independently make a  
10 recommendation to the mayor regarding the suspension or discharge of other  
11 administrative employees; however, such suspension or discharge remains  
12 within the sole discretion of the mayor.

13 **SECTION 10.** The following sections of **KPB Chapter 16.08 Central Kenai Peninsula**  
14 **Hospital Service Area** are amended as follows:

15 ...

16 **16.08.020. Board—Established—[NOMINATION AND ELECTION]**

17 **Appointment.**

18 There is established a board of directors for the Central Kenai Peninsula  
19 Hospital Service Area composed of 7 members who shall be appointed by the  
20 borough mayor and confirmed by the borough assembly. [NOMINATED AND  
21 ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA AS PROVIDED IN THE  
22 BOROUGH ELECTIONS CODE AND KPB 16.04.065.]

23 ...

1                   **16.08.040. Board—Election of officers.**

2                   At the first regular meeting following the certification of the regular borough  
3                   election by the assembly, and annually thereafter, the board shall elect by  
4                   majority vote of the members and from the members a chairman who shall hold  
5                   office until a successor is elected.

6                   **16.08.050. Board—Qualifications and terms of office.**

7                   A. Membership. Members shall be qualified voters of the borough who are  
8                   residents of the service area. [MEMBERS SHALL BE ELECTED TO SEAT A FOR A  
9                   TERM OF 1 YEAR, AND SEATS B THROUGH G FOR A TERM OF 3 YEARS, EXCEPT  
10                  THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED TO SEATS B AND C  
11                  FOR INITIAL TERMS OF 1 YEAR AND TO SEATS D AND E FOR INITIAL TERMS OF 2  
12                  YEARS IN ORDER TO PROVIDE FOR STAGGERED TERMS.] Board of directors  
13                  members shall be appointed for a term of three years and shall serve  
14                  thereafter until a successor has been appointed, qualified and sworn to  
15                  assume the duties of office. Applicants shall file for appointment to Seats A  
16                  through G for staggered terms of three years.

17                  B. Membership criteria. The following criteria shall be considered when  
18                  appointing board members.

19                         1. Familiarity with the provision of medical care within the service area.

20                         2. Financial and budgetary management capabilities.

21                  **16.08.060. Board—Vacancies—Created when.**

22                  Vacancies on the board are created under the following conditions and upon  
23                  declaration of vacancy by the board:

- 1 A. If no applicant [CANDIDATE] files for appointment [ELECTION] to a seat  
2 which is to be filled [AT SAID ELECTION] or if a successful applicant  
3 [CANDIDATE] fails to qualify or take office within 30 days after his or her  
4 appointment [ELECTION];
- 5 B. If a member is physically absent from the service area for a 90-day period,  
6 unless excused by the board;
- 7 C. If a member resigns and his or her resignation is accepted;
- 8 D. If a member is physically or mentally unable to perform the duties of office;
- 9 E. If a member is removed from office;
- 10 F. If a member misses 3 consecutive regular meetings unless excused; or
- 11 G. If a member is convicted of a felony or of an offense involving a violation of  
12 his or her oath of office.

13 **16.08.070. Board—Vacancies—Filling.**

14 Vacancies on the board shall be filled by appointment by the mayor and  
15 confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD UNTIL  
16 THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW MEMBER  
17 SHALL BE ELECTED] The appointment shall be to fill the unexpired term or for a  
18 full term if no unexpired term remains. The clerk shall provide at least twenty-  
19 one days' advance public notice before [FILLING] the vacancy is filled. Public  
20 notice may be provided by publication through print or broadcast media, posting  
21 at the primary service area office or at the borough administration building, and  
22 such other publication as [THE SERVICE AREA BOARD] deemed[s] appropriate.

...

1 **SECTION 11.** The following sections of **KPB Chapter 16.12 Nikiski Fire Service Area** are  
2 amended as follows:

3 ...

4 **16.12.020. Board—Established—Appointment [ELECTION].**

5 There is established a board of directors for the Nikiski Fire Service Area  
6 composed of seven (7) members who shall be appointed by the borough mayor  
7 and confirmed by the borough assembly. [ELECTED BY THE QUALIFIED VOTERS  
8 OF THE SERVICE AREA AS DESIGNATED IN THE BOROUGH ELECTIONS CODE.]

9 ...

10 **16.12.040. Board—Election of chair and officers.**

11 At the first regular meeting following certification of the regular borough  
12 election by the assembly, and annually thereafter, the board shall elect by  
13 majority vote of the board members and from the board members a chair and  
14 such other officers as the board shall determine to be desirable who shall hold  
15 office until successors are elected.

16 **16.12.050. Board—Qualifications and terms of office.**

17 A. Members of the board of directors shall be qualified voters of the borough  
18 who are residents of the service area. Board of directors members shall be  
19 appointed for a term of three years and shall serve thereafter until a  
20 successor has been appointed, qualified and sworn to assume the duties of  
21 office. Applicants shall file for appointment to Seats A through G for  
22 staggered terms of three years. [CANDIDATES SHALL FILE FOR ELECTION TO  
23 SEATS A THROUGH G FOR STAGGERED TERMS OF THREE YEARS.]

24 B. Membership criteria. The following criteria shall be considered when  
25 appointing board members.

26 1. Familiarity with the provision of fire and emergency services.

27 2. Financial and budgetary management capabilities.

1                   **16.12.060. Board—Vacancies—Created when.**

2                   Vacancies on the board are created under the following conditions and upon  
3                   declaration of vacancy by the board:

4                   A. If no applicant [CANDIDATE] files for appointment [ELECTION] to a seat  
5                   which is to be filled [AT SAID ELECTION], or if a successful applicant  
6                   [CANDIDATE] fails to qualify or take office within 30 days after his/her  
7                   [ELECTION OR] appointment;

8                   B. If a member is physically absent from the service area for a 90-day period,  
9                   unless excused by the board;

10                  C. If a member resigns and his/her resignation is accepted;

11                  D. If a member is physically or mentally unable to perform the duties of his/her  
12                  office;

13                  E. If a member is removed from office;

14                  F. If a member misses 3 consecutive regular meetings unless excused; or

15                  G. If a member is convicted of a felony or of an offense involving a violation of  
16                  his/her oath of office.

17                   **16.12.070. Board vacancies—Filling.**

18                   Vacancies on the board shall be filled by appointment by the mayor and  
19                   confirmation by the assembly [MAJORITY VOTE OF THE REMAINING BOARD UNTIL  
20                   THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW MEMBER  
21                   SHALL BE ELECTED]. The appointment shall be to fill the unexpired term or for a  
22                   3-year term if no unexpired term remains. The clerk shall provide at least

1 twenty-one days' advance public notice before [FILLING] the vacancy is filled.  
2 Public notice may be provided by publication through print or broadcast media,  
3 posting at the primary service area office or at the borough administration  
4 building, and such other publication as [THE SERVICE AREA BOARD] deemed[S]  
5 appropriate.

6 ...

7 **SECTION 12.** The following sections of **KPB Chapter 16.16 North Peninsula Recreation**  
8 **Service Area** are amended as follows:

9 ...

10 **16.16.020. Board—Established—[NOMINATION AND ELECTION]**  
11 **appointment of members.**

12 There is established a board of directors for the North Peninsula Recreation  
13 Service Area composed of 5 members who shall be appointed by the borough  
14 mayor and confirmed by the borough assembly [NOMINATED AND ELECTED BY  
15 THE QUALIFIED VOTERS OF THE SERVICE AREA AS PROVIDED IN SECTIONS  
16 4.08.020 (D) AND 16.04.065 OF THIS CODE.] Board members shall be appointed  
17 based on their familiarity with the functions of the service area and financial and  
18 budgetary management capabilities.

19 ...

20 **16.16.040. Board—Election of officers.**

21 At the first regular meeting following certification of the regular borough  
22 election by the assembly, and annually thereafter, the board shall elect by  
23 majority vote of the board members and from the board members a chairman,  
24 and such other officers as the board shall determine to be desirable who shall  
25 hold office until successors are elected.

1                   **16.16.050. Board—Term of office.**

2                   A member of the board of directors shall be appointed [ELECTED] for a term of 3  
3                   years and shall serve thereafter until his successor has been appointed  
4                   [ELECTED], qualified, and sworn to assume the duties of the office. Applicants  
5                   shall file for appointment to Seats A through E for staggered terms of three  
6                   years. [, EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR  
7                   LESSER PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION  
8                   TO PROVIDE FOR STAGGERED TERMS.]

9                   **16.16.060. Board—Vacancies—Created when.**

10                  Vacancies on the board are created under the following conditions and upon  
11                  declaration of vacancy by the board [IF A MEMBER]:

12                  A. If no applicant files for appointment to a seat which is to be filled or if a  
13                  successful applicant fails to qualify or take office within 30 days after his  
14                  or her appointment; [FAILS TO QUALIFY OR TAKE OFFICE WITHIN 30 DAYS  
15                  AFTER HIS ELECTION OR APPOINTMENT;]

16                  B. If a member [I]is physically absent from the service area for a 90-day  
17                  period, unless excused by the board;

18                  C. If a member [R]resigns and his resignation is accepted;

19                  D. If a member [I]is physically or mentally unable to perform the duties of his  
20                  office;

21                  E. If a member [I]is removed from office;

22                  F. If a member [M]misses 3 consecutive regular meetings unless excused;

23                  G. If a member [I]is convicted of a felony or of an offense involving a  
24                  violation of his oath of office.



1                   **16.16.070. Board—Vacancies—Filling.**

2                   Vacancies on the board shall be filled by appointment by the mayor and  
3                   confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD  
4                   UNTIL THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW  
5                   MEMBER SHALL BE ELECTED]. The appointment shall be to fill the unexpired  
6                   term or for a 3-year term if no unexpired term remains. The clerk shall provide  
7                   at least twenty-one days' advance public notice before [FILLING] the vacancy is  
8                   filled. Public notice may be provided by publication through print or broadcast  
9                   media, posting at the primary service area office or at the borough  
10                  administration building, and such other publication as [THE SERVICE AREA  
11                  BOARD] deemed[S] appropriate.

12                  ...

13   **SECTION 13.** The following sections of **KPB Chapter 16.20 Kachemak Emergency Service**  
14   **Area** are amended as follows:

15                  ...

16                  **16.20.030. Board of directors.**

17                  There is established a board of directors for oversight of the operations of the  
18                  Kachemak Emergency Service Area composed of five members who[, EXCEPT  
19                  AS PROVIDED BELOW,] shall be appointed by the borough mayor and confirmed  
20                  by the borough assembly. [ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE  
21                  AREA IN THE MANNER PROVIDED IN THE BOROUGH ELECTION CODE AND KPB  
22                  16.04.065 AS NOW ENACTED OR MAY BE HEREINAFTER AMENDED.  
23                  NOTWITHSTANDING THE PROVISIONS OF KPB 16.04.060, THE FIRST BOARD SHALL  
24                  BE APPOINTED BY THE MAYOR AND CONFIRMED BY THE ASSEMBLY FOR ONE YEAR  
25                  TERMS.]

26                  ...

1                   **16.20.050. Board—Election of officers.**

2                   At the first regular meeting following certification of the regular borough  
3                   election by the assembly, and annually thereafter, the board shall elect by  
4                   majority vote of the board members, and from the board members, a chairman  
5                   and such other officers as the board shall determine to be desirable who shall  
6                   hold office until successors are elected.

7                   **16.20.060. Board—Terms of office.**

8                   Each member of the board of directors shall be appointed [ELECTED] for a term  
9                   of three years and shall serve thereafter until his or her successor has been  
10                  appointed [ELECTED], qualified and sworn to assume the duties of the office [,  
11                  EXCEPT THAT THE FIRST ELECTED BOARD SHALL CONTAIN MEMBERS ELECTED FOR  
12                  LESSER PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION  
13                  TO PROVIDE FOR STAGGERED TERMS.] Applicants shall file for appointment to  
14                  Seats A through E for staggered terms of three years. Board members shall be  
15                  appointed based on their familiarity with the functions of the service area and  
16                  financial and budgetary management capabilities.

17                  **16.20.070. Board—Vacancies—Created when.**

18                  Vacancies on the board are created under the following conditions and upon  
19                  declaration of vacancy by the board [IF A MEMBER]:

- 20                  A. If no applicant files for appointment to a seat which is to be filled or if a  
21                  successful applicant fails to qualify or take office within 30 days after his or  
22                  her appointment; [FAILS TO QUALIFY OR TAKE OFFICE WITHIN 30 DAYS AFTER  
23                  HIS OR HER ELECTION OR APPOINTMENT;]

- 1 B. If a member [I]is physically absent from the service area for a 90-day  
2 period, unless excused by the board;
- 3 C. If a member [C]changes his or her residency for a period longer than 60 days  
4 to a location outside of the jurisdiction from which the board is appointed  
5 [ELECTED];
- 6 D. If a member [R]resigns and his or her resignation is accepted;
- 7 E. If a member [I]is physically or mentally unable to perform the duties of his  
8 or her office;
- 9 F. If a member [M]misses three consecutive regular meetings unless excused;  
10 or
- 11 G. If a member [I]is convicted of a felony or of an offense involving a violation  
12 of his or her oath of office.

13 **16.20.080. Board—Vacancies—Filling.**

14 Vacancies on the board shall be filled by appointment by the mayor and  
15 confirmation by the assembly [MAJORITY VOTE OF THE REMAINING BOARD UNTIL  
16 THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW MEMBER  
17 SHALL BE ELECTED]. The appointment shall be to fill the unexpired term or for a  
18 3-year term if no unexpired term remains. The clerk shall provide at least  
19 twenty-one days' advance public notice before [FILLING] the vacancy is filled.  
20 Public notice may be provided by publication through print or broadcast media,  
21 posting at the primary service area office or at the borough administration  
22 building, and such other publication as [THE SERVICE AREA BOARD] deemed[S]  
23 appropriate.

24 ...

1 **SECTION 14.** The following sections of **KPB Chapter 16.24 South Kenai Hospital Service**  
2 **Area** are amended as follows:

3 ...

4 **16.24.020. Board—Established— Appointment [NOMINATION AND**  
5 **ELECTION].**

6  
7 There is established a board of directors for the South Kenai Peninsula hospital  
8 service area composed of 9 members who shall be appointed by the borough  
9 mayor and confirmed by the borough assembly. [NOMINATED AND ELECTED BY  
10 THE QUALIFIED VOTERS OF THE SERVICE AREA AS PROVIDED IN SECTIONS  
11 4.08.020(D) AND 16.04.065 OF THIS CODE.]

12 ...

13 **16.24.040. Board—Election of officers.**

14 At the first regular meeting following certification of the regular borough  
15 election by the assembly, and annually thereafter, the board shall elect by  
16 majority vote of the members and from the members a chairman who shall hold  
17 office until a successor is elected.

18 **16.24.050. Board—Qualifications and terms of office.**

19 A. Members shall be qualified voters of the borough who are residents of the  
20 service area. Board of directors members shall be appointed for a term of  
21 three years and shall serve thereafter until a successor has been appointed,  
22 qualified and sworn to assume the duties of office. Applicants shall file for  
23 appointment to Seats A through I for staggered terms of three years.  
24 [MEMBERS SHALL BE ELECTED TO SEATS A THROUGH I FOR A TERM OF 3  
25 YEARS, EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED  
26 TO SEATS G, H, AND I FOR INITIAL TERMS OF 1 YEAR AND TO SEATS D, E, AND

1 F FOR INITIAL TERMS OF 2 YEARS IN ORDER TO PROVIDE FOR STAGGERED  
2 TERMS.]

3 B. Membership criteria. The following criteria shall be considered when  
4 appointing board members.

5 1. Familiarity with the provision of medical care within the service area.

6 2. Financial and budgetary management capabilities.

7 **16.24.060. Board—Vacancies—Created when.**

8 Vacancies on the board are created under the following conditions and upon  
9 declaration of vacancy by the board:

10 A. If no applicant [CANDIDATE] files for appointment [ELECTION] to a seat  
11 which is to be filled [AT SAID ELECTION] or if a successful applicant  
12 [CANDIDATE] fails to qualify or take office within 30 days after his  
13 [ELECTION OR] appointment;

14 B. If a member is physically absent from the service area for a 90-day period,  
15 unless excused by the board;

16 C. If a member resigns and his resignation is accepted;

17 D. If a member is physically or mentally unable to perform the duties of his  
18 office;

19 E. If a member is removed from office;

20 F. If a member misses 3 consecutive regular meetings unless excused; or

1 G. If a member is convicted of a felony or of an offense involving a violation of  
2 his oath of office.

3 **16.24.070. Board—Vacancies—Filling.**

4 Vacancies on the board shall be filled by appointment by the mayor and  
5 confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD  
6 UNTIL THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW  
7 MEMBER SHALL BE ELECTED]. The appointment shall be to fill the unexpired  
8 term or for a 3-year term if no unexpired term remains. The clerk shall provide  
9 at least twenty-one days' advance public notice before [FILLING] the vacancy is  
10 filled. Public notice may be provided by publication through print or broadcast  
11 media, posting at the primary service area office or at the borough  
12 administration building, and such other publication as [THE SERVICE AREA  
13 BOARD] deemed[s] appropriate.

14 ...

15 **SECTION 15.** The following sections of **KPB Chapter 16.28 Bear Creek Fire Service Area**  
16 are amended as follows:

17 ...

18 **16.28.020. Board—Established—Appointment [NOMINATION AND**  
19 **ELECTION] of members.**

20 There is established a board of directors for the Bear Creek Fire Service Area  
21 composed of 5 members who shall be appointed by the borough mayor and  
22 confirmed by the borough assembly. [NOMINATED AND ELECTED BY THE  
23 QUALIFIED VOTERS OF THE SERVICE AREA AS PROVIDED IN SECTIONS 4.08.020(D)  
24 AND 16.04.065 OF THIS CODE.]

25 ...

1                   **16.28.040. Board—Election of officers.**

2                   At the first regular meeting following certification of the regular borough  
3                   election by the assembly, and annually thereafter, the board shall elect by  
4                   majority vote of the board members and from the board members a chairman  
5                   and such other officers as the board shall determine to be desirable who shall  
6                   hold office until successors are elected.

7                   **16.28.050. Board—Terms of office.**

8                   A member of the board of directors shall be appointed [ELECTED] for a term of 3  
9                   years and shall serve thereafter until his successor has been appointed  
10                  [ELECTED], qualified, and sworn to assume the duties of the office[, EXCEPT  
11                  THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER PERIODS  
12                  AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO PROVIDE FOR  
13                  STAGGERED TERMS]. Applicants shall file for appointment to Seats A through E  
14                  for staggered terms of three years. Board members shall be appointed based on  
15                  their familiarity with the functions of the service area and financial and  
16                  budgetary management capabilities.

17                  **16.28.060. Board—Vacancies—Created when.**

18                  Vacancies on the board are created under the following conditions and upon  
19                  declaration of vacancy by the board [IF A MEMBER]:

- 20                  A. If no applicant files for appointment to a seat which is to be filled or if a  
21                  successful applicant fails to qualify or take office within 30 days after his or  
22                  her appointment; [FAILS TO QUALIFY OR TAKE OFFICE WITHIN 30 DAYS AFTER  
23                  HIS ELECTION OR APPOINTMENT;]

- 1 B. If a member [I]is physically absent from the service area for a 90 day period,  
2 unless excused by the board;
- 3 C. If a member [R]resigns and his resignation is accepted;
- 4 D. If a member [I]is physically or mentally unable to perform the duties of his  
5 office;
- 6 E. If a member [I]is removed from office;
- 7 F. If a member [M]misses 3 consecutive regular meetings unless excused; or
- 8 G. If a member [I]is convicted of a felony or of an offense involving a violation  
9 of his oath of office.

10 **16.28.070. Board—Vacancies—Filling.**

11 Vacancies on the board shall be filled by appointment by the mayor and  
12 confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD  
13 UNTIL THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW  
14 MEMBER SHALL BE ELECTED]. The appointment shall be to fill the unexpired  
15 term or for a 3-year term if no unexpired term remains. The clerk shall provide  
16 at least twenty-one days' advance public notice before [FILLING] the vacancy is  
17 filled. Public notice may be provided by publication through print or broadcast  
18 media, posting at the primary service area office or at the borough  
19 administration building, and such other publication as [THE SERVICE AREA  
20 BOARD] deemed[S] appropriate.

21 ...



1 **SECTION 16.** The following sections of **KPB Chapter 16.30 Central Emergency Service**  
2 **Area** are amended as follows:

3 ...

4 **16.30.030. Joint operations board.**

5 There is established a joint operations board of directors for oversight of the  
6 joint operations of the Central Emergency Service Area with the Central  
7 Peninsula Emergency Medical Service Area, to be composed of five members  
8 who shall be appointed by the borough mayor and confirmed by the borough  
9 assembly. [NOMINATED AND ELECTED BY THE QUALIFIED VOTERS RESIDING  
10 WITHIN THE TWO SERVICE AREAS AS PROVIDED IN SECS. 4.10.020(C) AND  
11 16.04.065 OF THIS CODE.]

12 ...

13 **16.30.050. Board—Election of officers.**

14 At the first regular meeting following certification of the regular borough  
15 election by the Assembly, and annually thereafter, the board shall elect by  
16 majority vote of the board members and from the board members a chairman  
17 and such other officers as the board shall determine to be desirable who shall  
18 hold office until successors are elected.

19 **16.30.060. Board—Terms of office.**

20 A member of the board of directors shall be appointed [ELECTED] for a term of  
21 three years and shall serve thereafter until his successor has been appointed  
22 [ELECTED], qualified and sworn to assume the duties of the office[, EXCEPT THAT  
23 THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER PERIODS AS  
24 DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO PROVIDE FOR  
25 STAGGERED TERMS]. Applicants shall file for appointment to Seats A through E

1 for staggered terms of three years. Board members shall be appointed based on  
2 their familiarity with the functions of the service area and financial and  
3 budgetary management capabilities.

4 **16.30.070. Board—Vacancies—Created when.**

5 Vacancies on the board are created under the following conditions and upon  
6 declaration of vacancy by the board [IF A MEMBERS]:

7 A. If no applicant files for appointment to a seat which is to be filled or if a  
8 successful applicant fails to qualify or take office within 30 days after his or  
9 her appointment; [FAILS TO QUALIFY OR TAKE OFFICE WITHIN 30 DAYS AFTER  
10 HIS OR HER ELECTION OR APPOINTMENT;]

11 B. If a member [I]is physically absent from the service area for a 90-day  
12 period, unless excused by the board;

13 C. If a member [C]changes his or her residency for a period longer than 60 days  
14 to a location outside of the jurisdiction from which the board is appointed  
15 [ELECTED];

16 D. If a member [R]resigns and his or her resignation is accepted;

17 E. If a member [I]is physically or mentally unable to perform the duties of his  
18 or her office;

19 F. If a member [M]misses three consecutive regular meetings unless excused;  
20 or

21 G. If a member [I]is convicted of a felony or of an offense involving a violation  
22 of his or her oath of office.

1                   **16.30.080. Board—Vacancies—Filling.**

2                   Vacancies on the board shall be filled by appointment by the mayor and  
3                   confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD  
4                   UNTIL THE NEXT ELECTION OF THE BOROUGH AT WHICH TIME A NEW MEMBER  
5                   SHALL BE ELECTED]. The appointment shall be to fill the unexpired term or for a  
6                   3-year term if no unexpired term remains. The clerk shall provide at least  
7                   twenty-one days' advance public notice before [FILLING] the vacancy is filled.  
8                   Public notice may be provided by publication through print or broadcast media,  
9                   posting at the primary service area office or at the borough administration  
10                  building, and such other publication as [THE SERVICE AREA BOARD] deemed[S]  
11                  appropriate.

12                  ...

13   **SECTION 17.** The following section of **KPB Chapter 16.40 Central Peninsula Emergency**  
14   **Medical Service Area** are amended as follows:

15                  ...

16                  **16.40.030. Joint operations board.**

17                  There is established a joint operations board of directors for oversight of the  
18                  joint operations of the Central Emergency Service Area with the Central  
19                  Peninsula Emergency Medical Service, to be composed of five members who  
20                  shall be appointed by the borough mayor and confirmed by the borough  
21                  assembly. [NOMINATED AND ELECTED BY THE QUALIFIED VOTERS OF THE TWO  
22                  SERVICE AREAS AS PROVIDED IN SECS. 4.10.020(C) AND 16.04.065 OF THIS CODE.]  
23                  All procedures and authorities of the joint operations board are set out through  
24                  the express terms and conditions of KPB Chapter 16.30.

25                  ...

1 **SECTION 18.** The following sections of **KPB Chapter 16.50 Seward Bear Creek Flood**  
2 **Service Area** are amended as follows:

3 ...

4 **16.50.030. Board of directors.**

5 There is established a board of directors for oversight of the operations of the  
6 Seward-Bear Creek Flood Service Area composed of seven members who shall  
7 be appointed by the borough mayor and confirmed by the borough assembly  
8 [ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA IN THE MANNER  
9 PROVIDED IN THE BOROUGH ELECTION CODE AND KPB 16.04.065 AS NOW  
10 ENACTED OR MAY BE HEREINAFTER AMENDED. BOARD SEATS TO BE FILLED AT  
11 THE FIRST ELECTION OF BOARD MEMBERS SHALL BE STAGGERED AS FOLLOWS:  
12 SEATS A AND D FOR ONE YEAR; SEATS B AND E FOR TWO YEARS; AND SEATS C, F,  
13 AND G FOR THREE YEARS.] Seats A, B, C, and F shall be filled by residents of the  
14 City of Seward, and Seats D, E, and G shall be filled by residents of the area  
15 outside the city limits of the City of Seward and inside the service area  
16 boundaries. [NOTWITHSTANDING PROVISIONS OF KPB 16.04.060, THE FIRST  
17 BOARD SHALL BE APPOINTED BY THE MAYOR AND CONFIRMED BY THE ASSEMBLY  
18 FOR ONE-YEAR TERMS.]

19 ...

20 **16.50.050. Board—Election of officers.**

21 At the first regular meeting following certification of the regular borough  
22 election by the assembly, and annually thereafter, the board shall elect by  
23 majority vote of the board members, and from the board members, a chairman  
24 and such other officers as the board shall determine to be desirable who shall  
25 hold office until successors are elected.

1                   **16.50.060. Board—Terms of office.**

2                   Each member of the board of directors shall be appointed [ELECTED] for a term  
3                   of three years and shall serve thereafter until his or her successor has been  
4                   appointed [ELECTED], qualified and sworn to assume the duties of the office[,  
5                   EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER  
6                   PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO  
7                   PROVIDE FOR STAGGERED TERMS AND AS PROVIDED IN KPB 16.50.030].  
8                   Applicants shall file for appointment to Seats A through G for staggered terms  
9                   of three years. Board members shall be appointed based on their familiarity with  
10                  the functions of the service area and financial and budgetary management  
11                  capabilities.

12                  **16.50.070. Board—Vacancies—Created when.**

13                  Vacancies on the board are created under the following conditions and upon  
14                  declaration of vacancy by the board [IF A MEMBER]:

15                  A. If no applicant files for appointment to a seat which is to be filled or if a  
16                  successful applicant fails to qualify or take office within 30 days after his or  
17                  her appointment; [FAILS TO QUALIFY OR TAKE OFFICE WITHIN 30 DAYS AFTER  
18                  HIS OR HER ELECTION OR APPOINTMENT;]

19                  B. If a member [I]is physically absent from the service area for a 90-day  
20                  period, unless excused by the board;

21                  C. If a member [C]changes his or her residency for a period longer than 60 days  
22                  to a location outside of the jurisdiction from which the board is appointed  
23                  [ELECTED];

24                  D. If a member [R]resigns and his or her resignation is accepted;

1 E. If a member [I]is physically or mentally unable to perform the duties of his  
2 or her office;

3 F. If a member [M]misses three consecutive regular meetings unless excused;  
4 or

5 G. If a member [I]is convicted of a felony or of an offense involving a violation  
6 of his or her oath of office.

7 H. If a member [I]is removed from office pursuant to a recall election.

8 **16.50.080. Board—Vacancies—Filling.**

9 Vacancies on the board shall be filled by appointment by the mayor and  
10 confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD UNTIL  
11 THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW MEMBER  
12 SHALL BE ELECTED]. The appointment shall be to fill the unexpired term or for a  
13 3-year term if no unexpired term remains. The clerk shall provide at least  
14 twenty-one days' advance public notice before [FILLING] the vacancy is filled.  
15 Public notice may be provided by publication through print or broadcast media,  
16 posting at the primary service area office or at the borough administration  
17 building, and such other publication as [THE SERVICE AREA BOARD] deemed[S]  
18 appropriate.

19 ...

20 **SECTION 19.** The following sections **KPB Chapter 16.55 Seldovia Recreational Service**  
21 **Area** are amended as follows:

22 ...

23 **16.55.030. Board of directors.**

1 There is established a board of directors for oversight of the operations of the  
2 Seldovia Recreational Service Area composed of five members who, except as  
3 provided below, shall be appointed by the borough mayor and confirmed by the  
4 borough assembly. [ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA IN  
5 THE MANNER PROVIDED IN THE BOROUGH ELECTION CODE AND KPB 16.04.065 AS  
6 NOW ENACTED OR MAY BE HEREINAFTER AMENDED.] Notwithstanding the  
7 provisions of KPB 16.04.060, the first board shall be appointed by the mayor  
8 and confirmed by the assembly for terms expiring upon certification of the  
9 regular election held in October 2012. Board seats to be filled at the first  
10 appointment [ELECTION] of board members shall be staggered as follows: Seats  
11 A and D for one year; seats B and E for two years; and seat C for three years.

12 ...

13 **16.55.050. Board—Election of officers.**

14 At the first regular meeting following certification of the regular borough  
15 election by the assembly, and annually thereafter, the board shall elect by  
16 majority vote of the board members, and from the board members, a  
17 chairperson and such other officers as the board shall determine to be desirable  
18 who shall hold office until successors are elected.

19 **16.55.060. Board—Terms of office.**

20 Each member of the board of directors shall be appointed [ELECTED] for a term  
21 of three years and shall serve thereafter until his or her successor has been  
22 appointed [ELECTED], qualified and sworn to assume the duties of the office,  
23 except that the first appointed [ELECTED] board shall contain members  
24 appointed [ELECTED] for lesser periods described in KPB 16.55.030. Thereafter,  
25 applicants shall file for appointment to Seats A through E for staggered terms of  
26 three years. Board members shall be appointed based on their familiarity with

1 the functions of the service area and financial and budgetary management  
2 capabilities.

3 **16.55.070. Board—Vacancies—Created when.**

4 Vacancies on the board are created under the following conditions and upon  
5 declaration of vacancy by the board if a member:

6 (a) If no candidate files for appointment to a seat which is to be filled or if a  
7 successful applicant fails to qualify or take office within 30 days after his  
8 or her appointment; [FAILS TO QUALIFY OR TAKE OFFICE WITHIN 30 DAYS  
9 AFTER HIS OR HER ELECTION OR APPOINTMENT;]

10 (b) If a member [I]is physically absent from the service area for a 90-day  
11 period, unless excused by the board;

12 (c) If a member [C]changes his or her residency for a period longer than 60  
13 days to a location outside of the jurisdiction from which the board is  
14 appointed [ELECTED];

15 (d) If a member [R]resigns and his or her resignation is accepted;

16 (e) If a member [I]is physically or mentally unable to perform the duties of  
17 his or her office;

18 (f) If a member [M]misses three consecutive regular meetings unless excused;  
19 or

20 (g) If a member [I]is convicted of a felony or of an offense involving a  
21 violation of his or her oath of office.



1                   **16.55.080. Board—Vacancies—Filling.**

2                   Vacancies on the board shall be filled by appointment by the mayor and  
3                   confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD  
4                   UNTIL THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW  
5                   MEMBER SHALL BE ELECTED]. The appointment shall be to fill the unexpired  
6                   term or for a 3-year term if no unexpired term remains. The clerk shall provide  
7                   at least twenty-one days' advance public notice before [FILLING] the vacancy is  
8                   filled. Public notice may be provided by publication through print or broadcast  
9                   media, posting at the primary service area office or at the borough  
10                  administration building, and such other publication as [THE SERVICE AREA  
11                  BOARD] deemed[S] appropriate.

12                  ...

13   **SECTION 20.** The following sections in **KPB Chapter 16.60 Anchor Point Fire and**  
14   **Emergency Service Area** are amended as follows:

15                  ...

16                  **16.60.020. Board of directors.**

17                  (a) There is established a board of directors for the Anchor Point Fire and  
18                  Emergency Medical Service Area composed of 5 members who shall be  
19                  appointed by the borough mayor and confirmed by the borough assembly.  
20                  [NOMINATED AND ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA  
21                  IN THE MANNER PROVIDED FOR CANDIDATES FOR THE ASSEMBLY IN THIS  
22                  CODE, EXCEPT THAT M]Members of the board shall be residents of the  
23                  borough within the service area.

24                  (b) The board shall meet periodically at regular and special meetings called by  
25                  the board. All meetings shall be open to the public as provided by law.

26

1                   **16.60.030. Terms and qualifications.**

2                   Board of directors members shall be appointed for a term of three years and  
3                   shall serve thereafter until a successor has been appointed, qualified and sworn  
4                   to assume the duties of office. Applicants shall file for appointment to Seats A  
5                   through E for staggered terms of three years. Board members shall be appointed  
6                   based on their familiarity with the functions of the service area and financial and  
7                   budgetary management capabilities. [A MEMBER OF THE BOARD OF DIRECTORS  
8                   SHALL BE ELECTED FOR A TERM OF 3 YEARS, AND SHALL SERVE UNTIL HIS  
9                   SUCCESSOR HAS BEEN ELECTED AND SWORN TO ASSUME THE DUTIES OF THE  
10                  OFFICE, EXCEPT THAT THE FIRST BOARD SHALL CONTAIN STAGGERED TERMS AS  
11                  DESIGNATED IN THE RESOLUTION PROVIDING FOR THE ELECTION.]

12                  ...

13                   **16.60.050. Board—Election of officers and quorum.**

14  
15                  A. Three [3] members of the board shall constitute a quorum; however, any  
16                  action shall require the affirmative vote of three [3] board members.

17                  B. At the first regular meeting following certification of the regular borough  
18                  election by the assembly, and annually thereafter, the board shall elect by  
19                  majority vote of the board members, and from the board members, a chair  
20                  and such other officers as the board deems to be desirable. These officers  
21                  shall hold office until their successors are elected.

22                   **16.60.060. Board—Vacancies.**

23                  A. Vacancies on the board are created under the following conditions and  
24                  upon a declaration of vacancy by the board [IF A MEMBER]:

- 1                   1. If no applicant files for appointment to a seat which is to be filled or if a  
2                   successful applicant [F] fails to qualify or to take office within 30 days  
3                   after appointment;
  
- 4                   2. If a member [I] is physically absent from the service area for a 90-day  
5                   period unless excused by the board;
  
- 6                   3. If a member [R] resigns;
  
- 7                   4. If a member [I] is physically or mentally unable to perform the duties of  
8                   his office, as determined by a majority vote of the board;
  
- 9                   5. If a member [I] is removed from office;
  
- 10                  6. If a member [M] misses 3 consecutive regular meetings unless excused  
11                  by the board;
  
- 12                  7. If a member [I] is convicted of a felony or an offense involving a  
13                  violation of his oath of office.

14                  B. Vacancies on the board shall be filled by appointment by the mayor and  
15                  confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD  
16                  UNTIL THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A  
17                  NEW MEMBER SHALL BE ELECTED]. The appointment shall be to fill the  
18                  unexpired term or for a 3-year term if no unexpired term remains. The clerk  
19                  shall provide at least twenty-one days' advance public notice before  
20                  [FILLING] the vacancy is filled. Public notice may be provided by  
21                  publication through print or broadcast media, posting at the primary service  
22                  area office or at the borough administration building, and such other  
23                  publication as [THE SERVICE AREA BOARD] deemed[S] appropriate.

24                  ...

1 **SECTION 21.** The following sections of **KPB Chapter 16.70 Nikiski Senior Service Area**  
2 are amended as follows:

3 ...

4 **16.70.030. Board—Established—Membership.**

5 There is established a board of directors for the Nikiski Senior Service Area  
6 composed of five members who are appointed by the borough mayor and  
7 confirmed by the borough assembly. [ELECTED BY THE VOTERS IN THE SERVICE  
8 AREA IN THE MANNER SET OUT IN THE BOROUGH ELECTIONS CODE.] Board  
9 members shall be qualified voters of the borough and residents of the Nikiski  
10 Senior Service Area.

11 ...

12 **16.70.050. Board—Election of officers.**

13 At the first regular meeting following certification of the regular borough  
14 election by the assembly, and annually thereafter, the board shall elect by  
15 majority vote of the board members a chair and such other officers as the board  
16 shall determine to be desirable who shall hold office until successors are  
17 elected.

18 **16.70.060. Board—Term of office.**

19 Board of directors members shall be appointed [ELECTED] for a term of three  
20 years and shall serve thereafter until a successor has been appointed [ELECTED],  
21 qualified and sworn to assume the duties of office[; EXCEPT THAT THE FIRST  
22 BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESS PERIODS TO PROVIDE FOR  
23 STAGGERED TERMS. CANDIDATES] Applicants shall file for appointment  
24 [ELECTION] to Seats A through E for staggered terms of three years. Board

1 members shall be appointed based on their familiarity with the functions of the  
2 service area and financial and budgetary management capabilities.

3 **16.70.070. Board—Vacancies created when—Filling vacancies.**

4 A. Vacancies on the board are created under the following conditions and upon  
5 declaration of vacancy by the board:

6 1. If no applicant [CANDIDATE] files for appointment [ELECTION] to a seat  
7 which is to be filled [AT SAID ELECTION]; or if a successful applicant  
8 [CANDIDATE] fails to qualify or take office within 30 days after his/her  
9 [ELECTION OR] appointment;

10 2. If a member is physically absent from the service area for a 90-day period,  
11 unless excused by the board;

12 3. If a member changes his or her residency for a period longer than 60 days  
13 to a location outside the service area;

14 4. If a member resigns, and his/her resignation is accepted;

15 5. If a member is physically or mentally unable to perform the duties of  
16 office;

17 6. If a member misses three consecutive regular meetings unless excused; or

18 7. If a member is convicted of a felony or of an offense involving a violation  
19 of his or her oath of office.

1 B. Vacancies on the board shall be filled by appointment by the mayor and  
2 confirmation by the assembly. [MAJORITY VOTE OF THE REMAINING BOARD  
3 UNTIL THE NEXT REGULAR ELECTION OF THE BOROUGH AT WHICH TIME A NEW  
4 MEMBER SHALL BE ELECTED]. The appointment shall be to fill the unexpired  
5 term or for a 3-year term if no unexpired term remains. The clerk shall  
6 provide at least twenty-one days' advance public notice before [FILLING] the  
7 vacancy is filled. Public notice may be provided by publication through print  
8 or broadcast media, posting at the primary service area office or at the  
9 borough administration building, and such other publication as [THE SERVICE  
10 AREA BOARD] deemed[S] appropriate.  
11 ...

12 **SECTION 22.** That this ordinance takes effect immediately upon its enactment.

13 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
14 **DAY OF \* 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:  
No:  
Absent:

# KENAI PENINSULA BOROUGH

## Kenai Peninsula Borough Assembly

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Gary Knopp, Assembly President  
Charlie Pierce, Vice President

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### MEMORANDUM

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

**FROM:** Linda Murphy, Assembly Member *LB for L.M.*

**DATE:** March 13, 2012

**RE:** Ordinance 2012-07, Amending KPB Titles 2-Administration, 4-Elections and 16-Service Areas to Provide that All Kenai Peninsula Borough Service Area Boards are Appointed Instead of Elected

---

This ordinance is intended to save money and time, reduce voter confusion during the election process and encourage public participation in serving on service area boards by changing service area boards from elected to appointed positions. Thousands of dollars will be saved annually by eliminating service area board seats from the elections process through reduced printing costs and time required of election judges and the Clerk's office. The borough has one of the most complicated election processes in the state which this action will help to simplify. Providing for appointed service area boards is intended to reduce voter confusion as the content of the voter pamphlet and number of ballots would be reduced as many service areas bifurcate precincts requiring more than one ballot for each. Historically there have been numerous vacant seats as well as seats where only one person has filed to run for a service area board. This ordinance is intended to encourage public interest in these seats by eliminating the need to run for office and otherwise comply with the election process requirements.

An appointed board has worked well for the Road Service Area and the borough is one of, if not the only municipality in the state, with elected service area boards. Further, the process is designed to maintain the integrity of the system as appointed board members will be required to meet certain service area specific criteria and must be confirmed by the assembly.

Your consideration is appreciated.

History of Service Area Board Seats  
at Kenai Peninsula Borough Regular Elections  
2000-2011

Election Year	Number of Service Area Board Seats to be Filled at the Election	Number of Service Area Board Seats on the Ballot	Percentage of Service Area Board Seats which are filled by Election	Unopposed Races	Opposed Races	Percentage of Service Area Board Races that were Unopposed
2000	21	15	71%	11	4	73%
2001	25	24	96%	19	5	79%
2002	31	19	61%	17	2	89%
2003	28	26	93%	24	2	92%
2004	24	24	100%	19	5	79%
*2005	34	31	91%	26	5	84%
2006	25	25	100%	18	7	72%
2007	29	21	72%	20	1	95%
**2008	31	27	87%	25	2	93%
2009	29	25	86%	22	3	88%
2010	29	18	62%	14	4	78%
2011	30	27	90%	20	7	74%
<b>TOTAL</b>	<b>336</b>	<b>282</b>	<b>84%</b>	<b>201</b>	<b>47</b>	<b>71%</b>

Over the last 11 years 71 percent of all service area board races have been unopposed  
Over the last 11 years 54 board members were appointed after the election was certified  
\*First Election Period for Lowell Point Emergency Service Area  
\*\*Entire South Kenai Peninsula Hospital Service Area Board was on the Ballot



Introduced by: Mayor  
Date: 02/28/12  
Action: Postponed Until 03/13/12  
Date: 03/13/12  
Action: Postponed Until 04/03/12  
Date: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-012**

**A RESOLUTION APPROVING A MUTUAL AID AGREEMENT AND THE INITIAL OPERATIONAL PLAN BETWEEN THE ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA (APFEMSA) AND THE CITY OF HOMER ON BEHALF OF THE HOMER VOLUNTEER FIRE DEPARTMENT AND NINILCHIK EMERGENCY SERVICES**

1 **WHEREAS**, mutual aid agreements and associated operational plans provide for additional  
2 resources to residents of the Kenai Peninsula Borough in the form of fire and  
3 medical personnel when required; and

4 **WHEREAS**, mutual aid agreements and operational plans are common in the fire and  
5 emergency medical service professions; and

6 **WHEREAS**, Alaska Statute 18.70.150 provides that: “A city, other incorporated entity, and  
7 other fire protection groups may organize a mutual-aid program by adopting an  
8 ordinance or resolution authorizing and permitting their fire department, fire  
9 company, emergency relief squad, fire police squad, or fire patrol to go to the aid  
10 of another city, incorporated entity, or fire protection group, or territory outside of  
11 it;” and

12 **WHEREAS**, the Alaska Administrative Code authorizes state certified emergency medical  
13 service providers to enter into mutual aid agreements with other such providers in  
14 accordance with a municipal ordinance or resolution; and

1   **WHEREAS**, all associated costs are borne by each responding agency, and in this manner,  
2                   costs for manpower, materials, supplies and equipment are exchanged between  
3                   the agencies, ultimately resulting in service area funds being expended for the  
4                   benefit of the service area; and

5   **WHEREAS**, in recent years the operational plans have been considered as matters within the  
6                   expertise of the agencies providing the mutual aid and, therefore, future  
7                   amendments to the operational plans have been left to the discretion of the  
8                   agencies; and

9   **WHEREAS**, at its meeting of February 6, 2012, the Ninilchik Emergency Services board  
10                  discussed the proposed mutual aid agreement and had no objection to it; and

11   **WHEREAS**, at its meeting of February 13, 2012, the City of Homer adopted Resolution 12-014  
12                  approving a mutual aid agreement with the Anchor Point Fire and Emergency  
13                  Service Area; and

14   **WHEREAS**, at its meeting of \_\_\_\_\_, the Anchor Point Fire and Emergency  
15                  Medical Service Area Board considered this resolution and recommended \_\_\_\_\_  
16                  \_\_\_\_\_;

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

19   **SECTION 1.** The attached mutual aid agreements between APFEMSA and the City of Homer,  
20                  on behalf of the Homer Volunteer Fire Department, and APFEMSA and Ninilchik  
21                  Emergency Services are hereby approved. The Mayor is authorized to execute  
22                  the mutual aid agreements.

1 **SECTION 2.** The initial operational plans accompanying this resolution are hereby approved  
2 and the Chief of APFEMSA is hereby authorized to approve amendments to the  
3 operational plan with the Mayor's approval without further review by the  
4 Assembly so long as any such amendments do not conflict with the mutual aid  
5 agreement.

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

7 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
8 **DAY OF \* 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:  
No:  
Absent:

# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Johni Blankenship, MMC  
Borough Clerk

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### MEMORANDUM

**To:** Gary Knopp, Assembly President  
Members, Kenai Peninsula Borough Assembly

**Thru:** Johni Blankenship, Borough Clerk

**From:** Michele Turner, Borough Clerk Assistant

**Date:** April 3, 2011

**RE:** Resolution 2012-012: Approving a Mutual Aid Agreement and the Initial Operational Plan Between the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the City of Homer on Behalf of the Homer Volunteer Fire Department and Ninilchik Emergency Services

---

The Anchor Point Fire and Emergency Medical Service Area Board reviewed the referenced resolution at its meeting on March 14, 2012.

Please amend the final Whereas of Resolution 2012-012 to read as follows:

**WHEREAS,** at its meeting of March 14, 2012, the Anchor Point Fire and Emergency Medical Service Area Board considered this resolution and recommended approval;

Thank you.

**ANCHOR POINT FIRE & EMS AREA  
PO BOX 350  
72440 MILO FRITZ AVENUE  
ANCHOR POINT, AK 99556-0350  
BOARD MEETING MINUTES  
SESSION 2012-11  
WEDNESDAY EVENING, MARCH 14, 2012  
6:00 PM**

**CALL TO ORDER**

Chairwoman Roberta J. Proctor called the meeting to order at 6:08 PM in the Carroll Mead Training room.

**PLEDGE OF ALLEGIANCE**

Reuben Sherwood led the audience in the pledge of allegiance to the flag.

**ROLL CALL**

<b>P</b>	Roberta J. Proctor	Seat A
o	Vacant	Seat B
<b>P</b>	Reuben Sherwood	Seat C
<b>P</b>	Erica Steven	Seat D
<b>P</b>	Patricia K. (Pat) Ligenza	Seat E
o	Vacant	Chief
<b>P</b>	Kayt Andrews	Deputy Chief, out of AP, but teleconferenced
<b>P</b>	Lora L. Craig	Secretary
o	Visitors: none	

"Madam, we have a quorum," the secretary stated.

**APPROVAL OF THE AGENDA**

Ms. Proctor requested adding to **NEW BUSINESS, D. KPB Resolution 2012-\_\_\_\_\_** approving a residency requirement for fire and emergency service area chiefs, deputy chiefs, assistant chiefs and battalion chiefs to be included in their job descriptions.

**LIGENZA / STEVEN** moved and seconded the motion to approve the agenda as amended. Motion passed.

**APPROVAL OF THE MINUTES, Regular Board Meeting, February 15, 2012**

**STEVEN / SHERWOOD** moved and seconded the motion to approve the minutes from the February 15, 2012 board meeting. Motion passed.

**APPROVAL OF THE MINUTES, Special board meeting, March 1, 2012**

**SHERWOOD / STEVEN** moved and seconded the motion to approve the minutes as corrected for the special board meeting, March 1, 2012. Motion passed.

**PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**

There were no public comments upon matters already on the agenda.

**REPORTS**

A. Deputy Chief's Report ~ Kayt Andrews

Mrs. Andrews is in Anchorage for a paramedic refresher class. She called the fire station and we enjoyed a teleconference with her.

She reported that we've had 8 fire calls and 19 EMS calls since the last service area meeting. Total fire calls for the year are 15 and a total for 2012, 45 EMS calls plus the two calls for today.

The Fire Fighter I course has been completed by six students and we're waiting for the test results. Brad Nelson from CES will be down in a few weeks to teach the HAZ MAT section of the course. Mrs. Andrews has conducted an ETT class for the FF I students. She is planning to instruct another ETT class later.

Mrs. Andrews worked on the budget last week. She has not ordered the Tough-Book laptop computer for the ambulance use. She is waiting for a new quote without the mounting hardware to keep the laptop stable with in the ambulance. She will try to get a PO started after discussion with Ben Hansen next Friday.

- B. APVFD President's Report ~ Robert W. Craig  
Mr. Craig was not present, but Ms. Proctor announced that the volunteers will be having officer elections in April.

#### **BUILDING PROBLEMS / NEEDS ~ ANCHOR POINT**

Mrs. Andrews reported that the men's toilet is still leaking.

#### **BUILDING PROBLEMS / NEEDS ~ NIKOLAEVSK**

Mrs. Andrews reported that everything should be running smoothly at the Nikolaevsk station.

#### **PENDING BUSINESS & FOLLOW-UP FROM LAST MEETING**

- A. Budget FY 2012-13  
Mrs. Andrews reported that increasing the volunteer stipends caused an issue at the KPB, because it should have been submitted last December 2011 for a raise.  
  
Ms. Proctor reported that the KPB has dropped our insurance rates to \$39,000. Mrs. Cathey Wallace will contact Mrs. Andrews later with new personnel dollar amount for the new budget.  
  
Ms. Proctor learned that USAD natural gas district charges will appear in next February in FY 2013. Ms. Proctor is looking for Anchor Point fire station site map for ENSTAR.
- B. Chief position  
Ms. Proctor reported that interviews for Chief are in progress. Kayt Andrews has been given permission by the Human Resource department to sit in on the interviews. Ms. Proctor is impressed with the interview process. The interview team still has the option to refuse these applicants and the KPB will re-post the job later, if necessary.
- C. Status report on Phones and Internet changes  
Mrs. Andrews reported that KPB IT technicians came down last week and hung cables and wires, making our station ready to move over to the KPB server. Our computers are to be taken to KPB to wipe our computers out and re-network. Maybe we'll take them up Wednesday, March 21, when they go to see the KPB mayor with our budget. Mr. Hansen is on vacation now. When we get on the KPB phone connection, we may be provided with new phones.
- D. New fire engine status  
Mrs. Andrews reported that the bid specs are in KPB Purchasing office Jenny Harvey's desk about ready to be sent out. CES Gordon Orth and Brad Nelson have looked at the specs and they have found a DEMO rig, in 2-wheel drive. We could not afford a 4 x 4 fire truck, and if it is desirable later, it may be converted at a future date.
- E. Annual Training Meeting, Sat., March 24, 2012, AP Senior Citizens Center  
Ms. Proctor complimented Mrs. Ligenza on the nice job on the invitations for the annual training meeting. Mr. Ole Olsgard, President of the Anchor Point Senior Citizens, Inc., (where we'll hold the training meeting) mentioned that they've hired servers and all the supplies have arrived.

Board member Reuben Sherwood has agreed to be the master of ceremonies (MC) for the annual training meeting.

Ms. Proctor mentioned the Norman Lowell note cards and the Anchor River Bridge cards, originally painted by Anchor Point artist Lou Schwartzwald. Originally, the Anchor Point Volunteer Fire Department sold these cards as a fundraiser several years ago. Ms. Proctor suggested giving a set of these cards to guests at our training meeting. We would, also, like to express our thanks and appreciation to the family members of our dedicated volunteers. Ms. Proctor also mentioned the Anchor Point Fire Dept. cookbook, which was put together several years ago. Would it be possible to have it reprinted? We'll check on that.

F. Vacancy on Service Area Board Seat B

Ms. Proctor mentioned that we still need a new service area board member. She will be out of this service area for most of July 2012. Although, sometimes, the board does not meet in July, it would still be nice to have a full board. KPB Johni Blankenship, Clerk, and KPB Assembly member Linda Murphy have requested a special meeting to address KPB Ordinance 2012-07, an ordinance amending KPB titles... 16—Service Areas to provide that all KPB Service Area Boards are appointed instead of elected on March 28, 2012, at 7:00 PM. A discussion followed about the pros and cons of appointed over an election of board members.

The election process is expensive, especially, when often times no one even files for board seat. With this ordinance, the member could be appointed by the mayor with the KPB Assembly approval. Ms. Proctor would like the Service Area Board to be able to submit names to be considered by the mayor. Mr. Sherwood would like to see numbers: how much does it cost the borough, how many people run or how many are participating in an election, etc.

- G. KPB Resolution 2012-\_\_\_\_\_, approving a residency requirement for fire and emergency service area chiefs, deputy chiefs, assistant chiefs and battalion chiefs to be included in their job descriptions. Section 1. That the position descriptions set forth in Addendum A attached for the Chiefs, Deputy Chiefs, Assistant Chiefs, and Battalion Chiefs are approved as modified to include the following language.: Residency: Within six months from date of hire, the Chief/Deputy Chief/Assistant Chief/Battalion Chief must establish residency within at least a 20 minutes response time to the primary service area station and continue such residency during the period of appointment. The primary service area station is the station where the service area's administrative headquarters are located. Mako Haggerty and Brent Johnson are sponsoring this resolution. The board recommended "at least" be removed from Section 1, Paragraph 2, Sentence 1, of the proposed resolution.

**SHERWOOD / STEVEN** moved and seconded the motion to approve passage of KPB Resolution 2012-\_\_\_ with the removal of the words "**at least**" from Section 1, Paragraph 2, Sentence 1. Motion passed.

## NEW BUSINESS

A. Ambulance charges for runs

Mrs. Andrews requested that we table this until the next meeting. The board members agreed.

B. Mutual aid agreement between Ninilchik and Homer VFD

The KPB Assembly has postponed passage of this mutual aid agreement between APF & EMSA and Ninilchik and APF & EMSA and Homer VFD until April 3, 2012. Mrs. Andrews has reviewed it and it looks well outlined, is pretty standard, and appears to be what we're already doing. **STEVEN / SHERWOOD** moved and seconded the motion to accept the mutual aid agreement between APF & EMSA and the City of Homer for Homer Volunteer Fire Department. Motion passed.

R 2012-012B →

**STEVEN / SHERWOOD** moved and seconded the motion to accept the mutual aid agreement between APF & EMSA and Ninilchik. Motion passed.  
Ms. Proctor instructed the secretary to inquire of the KPB clerk about originals to sign.

**NEW PURCHASE ORDERS**

Mrs. Andrews did not have any new purchase orders at this time, however, she did ask to have **“NEW PURCHASE ORDERS”** included in the special meeting agenda on March 28, 2012.

**INFORMATIONAL MATERIALS**

A. Expense sheet

**EXECUTIVE SESSION**

There was no need for an executive session,

**STEVEN / SHERWOOD** moved and seconded the motion to add the **Chief recommendation to the Board** to the special meeting agenda on March 28, 2012. Motion passed.

**PUBLIC COMMENTS**

There were no public comments.

**BOARD COMMENTS**

**SHERWOOD / STEVEN** moved and seconded the motion to accept these tentative meeting dates, set for each third Wednesday of the month at 6:00 PM at the Anchor Point Fire Station on Milo Fritz Road, Anchor Point, AK 99556. Motion passed.

The tentative meeting dates are:

April 18	July 18	October 17
May 16	August 15	November 21
June 20	September 19	December 19, 2012.

**SPECIAL BOARD MEETING DATE: MARCH 28, 2012**

Items to be included on the agenda for the special board meeting on March 28, 2012 are **KPB Ordinance 2012-07 – Service Area Board Members appointed instead of elected Chief Recommendation New Purchase Orders**

Mrs. Ligenza addressed the Chair and asked to be excused from the special meeting on March 28, 2012. Ms. Proctor granted her request.

**NOTICE OF NEXT REGULAR BOARD MEETING**

Wednesday, April 18, 2012, 6:00 PM

**ADJOURNMENT**

Chairwoman Proctor adjourned the meeting at 7:50 PM.

\_\_\_\_\_  
Roberta J. Proctor, Chairwoman of the Board

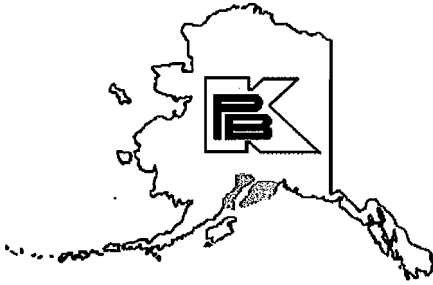
\_\_\_\_\_  
Date

\_\_\_\_\_  
Lora L. Craig, Secretary to the Board

\_\_\_\_\_  
Date approved

RJP/lc





## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

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

**THRU:** Mike Navarre, Mayor *MN*

**FROM:** Scott Bloom, Assistant Borough Attorney *SB*  
Brad Nelson, Health and Safety Officer-CES *BN*

**DATE:** February 15, 2012

**SUBJECT:** Resolution 2012-012, approving mutual aid agreements and initial operating plans between APFEMSA and the City of Homer on behalf of the Homer Volunteer Fire Department, and APFEMSA and Ninilchik Emergency Services

This resolution would approve the attached mutual aid agreements and initial operating plans between Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the City of Homer, on behalf of the Homer Volunteer Fire Department, and Ninilchik Emergency Services. Mutual aid agreements allow for emergency service agencies to assist each other with emergency response through the provision of equipment and personnel as set out in the mutual aid agreements and operations plans.

The agreements will continue in effect until modified or a party withdraws. The resolution would allow the operation plans, which detail specific response procedures, to be modified in the future without assembly approval as long as they do not conflict with the agreements themselves.

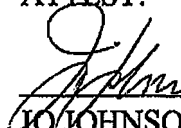
Thank you for your consideration.



41 ATTEST:

42

43

44   
JO JOHNSON, CMC, CITY CLERK

45

46 Fiscal Note: N/A



## MUTUAL AID AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the CITY OF HOMER ("City"), and the KENAI PENINSULA BOROUGH ("Borough") on behalf of the ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA ("Service Area").

WHEREAS, the City is a first class city and operates the Homer Volunteer Fire Department ("Department"), which provides fire and emergency medical services in the City; and

WHEREAS, the Service Area is a service area of the Kenai Peninsula Borough, adjacent to the City, and was formed to provide fire and emergency medical services within its boundaries; and

WHEREAS, although the mission of each of the Department and the Service Area includes acquiring and developing the human and material resources that are sufficient to provide emergency response services that are required within the area that it serves, situations may arise where it is in the public interest for either the Department or the Service Area to assist the other in responding to a fire, medical, or other emergency; and

WHEREAS, AS 29.35.010(13) authorizes the City and the Borough, on behalf of its service areas, to enter into an agreement, including an agreement for cooperative or joint administration of any function or power, with another municipality and

WHEREAS, the purpose of this Agreement is to establish procedures and standards for each of the Department and the Service Area to assist the other in responding to an emergency.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows.

Section 1. Definitions. In addition to the terms defined in the recitals above, the following terms shall have the following meanings when used in this Agreement:

"Agency" shall mean either the Department or the Service Area.

"Aid" shall mean the provision of personnel, equipment or other resources by one Agency to the other, to assist the latter in responding to an emergency.

"Requested Agency" shall mean, with respect to any request for Aid, the Agency to which the request is directed.

"Requesting Agency" shall mean, with respect to any request for Aid, the Agency that makes the request.

Section 2. Aid Requests. Either Agency may request Aid from the other in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents. A request for Aid may include Aid to directly respond to an incident, a cover assignment, or other form of assistance as required. An Agency will provide Aid only upon receiving such a request from the other Agency.

Section 3. Response to Aid Request. The senior officer on duty at the Requested Agency shall determine whether to respond in whole or in part, or not to respond, to a request for Aid based on a determination of what level of response can be provided without unreasonably limiting the Requested Agency's ability to provide required services within its own jurisdiction. The senior officer on duty at the Requested Department shall notify the Requesting Agency promptly of the level of response, if any, that the Requested Agency will provide.

Section 4. Information from Requesting Agency. At the time Aid is dispatched by the Requested Agency, the Requesting Agency shall provide, at a minimum, the following information:

- a. Clear and concise directions to the location to which the Aid should be directed, whether the site of the emergency or a site where the Requested Agency's resources will be staged;
- b. A description of the type of emergency, and the planned use of the Requested Agency's resources; and
- c. The communication channels that will be used for command and for any tactical functions.

Section 5. Command Authority. Upon the arrival of the Requested Agency's resources at the location to which they have been dispatched, all such resources shall remain under the command of the Requested Agency's senior responding officer. The Requested Agency may require that a unified command structure as defined under NIMS be implemented.

Section 6. Use of Equipment. If the Requested Agency provides equipment without personnel to operate the equipment, the Requesting Agency shall be responsible for assigning appropriately trained and qualified personnel to operate the equipment. Equipment provided shall be promptly returned to the Requested Agency in substantially the same condition as it was provided. Notwithstanding Section 7 of this Agreement below, it shall be the Requesting Agency's responsibility to repair or replace any damaged equipment.

Section 7. Responsibility of Each Agency. As between the Agencies, and subject to (b) of this section, each Agency shall bear all costs of its provision of Aid, and be responsible for all claims and liability that arise from its response, and shall hold the other Agency harmless from all such costs, claims and liabilities. Nothing in this section creates rights in any third party, or waives any immunity from third party claims that is available to either Agency, including without limitation any immunity available under AS 09.65.070.

Section 8. Withdrawing or Declining Aid. After the Requested Agency's resources arrive at the location to which they have been dispatched:

a. The Requested Agency's senior responding officer retains full discretion to withdraw all or part of those resources as required to meet an emergency within the Requested Agency's own service area;

b. The Requested Agency's senior responding officer retains full discretion to decline an assignment, upon determining that the assignment would expose the Requested Agency's resources to unnecessary or unreasonable danger, or if the Requested Agency's personnel do not have the training or other resources required for the assignment; and

c. The Requested Agency's senior responding officer shall coordinate any withdrawal or declining of an assignment with the Requesting Agency's Incident Command, to mitigate the consequences of the withdrawal or declining of the assignment and to avoid endangering personnel or other resources of either Agency.

Section 9. Duration of Agreement. Either Agency may terminate this Agreement upon 30 days' written notice to the other. This Agreement shall remain in effect until so terminated.

Section 10. Joint Training. In addition to any other training that is required for either Agency, the Agencies shall carry out joint training exercises at least annually.

Section 11. Relationship of Parties. Each Agency and any agents and employees of that Agency act as independent contractors of the other Agency under this Agreement, and are not officers, employees, agents, partners or joint venturers of the other Agency in the performance of this Agreement.

Section 12. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Section 13. Parties Interested Herein. Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person, other than the City and the Borough any right, remedy or claim under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the City and the Borough.

Section 14. Communications. Representatives of the Requested Agency, after notifying their dispatch center that they are in route, will switch to the Requesting Agency's command channel, and advise they are in route. In all cases the incoming party will communicate with Incident Command (IC) unless advised otherwise by IC. Clear text will be used for all radio communications.

Section 15. Incident Reporting. Each agency shall be responsible for documenting the incident to satisfy their respective agency needs.

Section 16. Annual Operations Plan. Annual operations plans shall be cooperatively developed and become part of this Agreement upon agreement of the service areas and execution by the HVFD and APFEMSA Chiefs, and the City Manager of Homer, and the Kenai Peninsula Borough Mayor. The FY 2012 Annual Operations Plan is attached hereto and incorporated herein, by reference, as Exhibit A. The Annual Operations Plan shall continue in full force and effect, unless a new operational plan is presented and approved by both parties, at which time the new operational plan will supersede all previous operational plans.

Section 17. Entire Agreement, Amendment. This Agreement represents the entire and integrated agreement between the City and the Borough concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Borough.

IN WITNESS WHEREOF, the City and the Borough have caused this Agreement to be executed as of the date first set forth above.

CITY OF HOMER

KENAI PENINSULA BOROUGH.

\_\_\_\_\_  
Walt Wrede, City Manager

\_\_\_\_\_  
Mike Navarre, Mayor

**Exhibit A to Mutual Aid Agreement  
2012 OPERATIONS PLAN**

**City of Homer Fire Department/Anchor Point Fire and Emergency Medical Service Area**

This Operational Plan between the City of Homer on behalf of the Homer Volunteer Fire Department and the Kenai Peninsula Borough on behalf of the Anchor Point Fire and Emergency Medical Service Area is for the exchange of emergency services equipment and personnel.

The purpose of this operational plan is to outline the procedures for carrying out a mutual aid response between the City of Homer Volunteer Fire Department (HVFD) and Anchor Point Fire and Emergency Medical Service Area (APFEMSA). This plan is a guide for day-to-day operations. This Operational Plan may be revised, amended, or altered annually by mutual consent of the authorized representatives of the City of Homer and the Kenai Peninsula Borough for the purpose of carrying out the original intent of the Mutual Aid Agreement.

**I. AMOUNT AND TYPE OF ASSISTANCE**

For fire responses, HVFD will provide a tanker/engine company with a crew of two for response to the incident scene if requested by the OIC. The APFEMSA Company Officer will have the option to direct the responders to any other location as needed within the Anchor Point Fire and Emergency Medical Service Area.

A HVFD Medic unit may be requested within the entire Anchor Point Fire and Emergency Medical Service Area jurisdiction. The response will be an Advanced Life Support (“ALS”) unit with a minimum of two personnel. Upon dispatch, the HVFD OIC may alter the manning of the unit to best suit the call.

For fire responses, APFEMSA will provide an engine company with a minimum crew of two on a mutual aid request to the incident scene. HVFD Shift Officer will have the option to direct the responder to any other location as needed within the City of Homer.

Emergency medical responses to Homer will be with an Advanced Life Support (“ALS”) unit staffed with a minimum of two personnel. They will respond as requested by the HVFD Shift Officer. The APFEMSA OIC may alter the manning of the unit to best suit the call.

Increased response needs will be addressed by the Chiefs upon need notification. Available recourses will be provided to the requesting Department after local jurisdiction requirements are met and maintained to the extent available.

**II. TRAINING**

Joint training exercises shall be carried out annually under the direction of the Fire Chief's Operation/Training Officers in each department. Class instruction should be available upon request by each department.



**III. COMMUNICATIONS**

RADIO -- The responding agency, after notifying their dispatch center they are en route, will switch to the requesting agency's dispatch channel, and advise they are en route. In all cases, the incoming party will communicate with Command unless advised otherwise. Radio traffic will be kept to a minimum. Clear text will be used at all times.

**IV. FIRE INCIDENT REPORTING**

Each agency shall be responsible for reporting the incident in accordance with their department's policy and procedures.

**V. REVISIONS**

Operational Plans shall be cooperatively developed, reviewed annually, and become part of the Mutual Aid Agreement upon consent of the agencies and execution by the City Manager and Borough Mayor.

APPROVED:

ANCHOR POINT FIRE AND EMERGENCY  
MEDICAL SERVICE AREA

HOMER VOLUNTEER FIRE DEPT.

By: \_\_\_\_\_  
Its: Chief  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Chief  
Date: \_\_\_\_\_

KENAI PENINSULA BOROUGH

CITY OF HOMER

By: \_\_\_\_\_  
Its: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: City Manager  
Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
Its: Borough Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: City Attorney  
Date: \_\_\_\_\_

ATTEST:

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

## MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA (APFEMSA) and NINILCHIK EMERGENCY SERVICES for the provision of fire and emergency services as follows:

1. Mutual Aid Requests. Aid may be requested by either department in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents. Requests for aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed. Requests for aid shall include as much detail as circumstance and time allow.
  
2. Response to Mutual Aid Request. The senior officer on duty at the requested department shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested department's ability to meet its responsibility within its own jurisdictional area. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide. Departments that cannot meet a request should document in writing why the request could not be met.
  
3. Emergencies - Information Provided. Upon dispatch by the requested department, the requesting department shall at a minimum:
  - a. give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;
  - b. describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and
  - c. provide communications channels for command functions as well as any tactical channels.
  
4. Command Authority. Upon arrival of the requested department's resources at the incident scene, staging area, or cover assignment location, all such personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel. The requested department's senior responding personnel shall report to and operate under the direction of the requesting (jurisdictional) department's Incident Command ("IC"). In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Liability. Each department shall bear its own costs for responding to requests for aid under this Agreement. Each responding department shall be responsible for damages caused by its personnel's negligence while traveling to the scene, at the scene, and returning to the station of origin. In rendering emergency services, each department will bear the responsibility to other parties for actions of its own personnel, and any liability incurred as a result of such acts. Nothing in this provision shall preclude individuals from being held personally liable for damage caused by their own intentional misconduct.

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

a. After arrival at the incident, staging area, or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested department, such withdrawal may be initiated at the sole discretion of the requested department's senior personnel at the scene.

b. Turn down of an assignment may be made at the scene of an incident, at the sole discretion of the requested department's senior personnel, if she/he determines that the requested department's personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.

c. In either case, the requested department's senior personnel shall coordinate the withdrawal or assignment turn down with the requesting department's IC in such a manner as to best mitigate the consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either department.

7. Withdrawal from Agreement. This Agreement shall continue until either department gives thirty (30) days notice of its withdrawal, in writing, to the other department.

8. Training. Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.

9. Annual Operating Plan. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Department Chiefs and Borough Mayor. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as Exhibit A.

ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA

By: \_\_\_\_\_  
Its: President, APFEMSA Board  
Dated: \_\_\_\_\_  
Approved by Resolution No. \_\_\_\_\_

NINILCHIK EMERGENCY SERVICES

By: \_\_\_\_\_  
Its: President, Steve Vanek  
Dated: \_\_\_\_\_  
Approved by Resolution No. \_\_\_\_\_

KENAI PENINSULA BOROUGH

By: \_\_\_\_\_  
Its: Mayor  
Dated: \_\_\_\_\_

Approved by  
KPB Resolution No. \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM and  
LEGAL SUFFICIENCY

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

\_\_\_\_\_  
Assistant Borough Attorney

**Exhibit A to Mutual Aid Agreement  
2012 OPERATIONS PLAN**

**Anchor Point Fire and Emergency Medical Service Area/ Ninilchik Emergency Services**

This Agreement between Anchor Point Fire and Emergency Medical Service Area (“APFEMSA”) and Ninilchik Emergency Services is for the exchange of emergency services, equipment, facilities and personnel pursuant to the Mutual Aid Agreement between these services areas dated \_\_\_\_\_.

The purpose of this Operations Plan is to outline the day-to-day procedures for carrying out a mutual aid response between the above departments.

**I. AMOUNT AND TYPE OF ASSISTANCE**

Each department may provide equipment, apparatus and personnel as necessary and available to respond. The responding department must retain sufficient equipment, apparatus and personnel to ensure a reasonable level of fire and emergency response within its own jurisdictional boundaries.

**II. AREA COVERED**

- a. The jurisdictional boundaries of APFEMSA are as described in KP16.60.010.
- b. The jurisdictional boundaries of Ninilchik Emergency Services are within the boundaries of the village of Ninilchik from mile marker 119 to mile marker 144 of the Sterling Highway.
- c. The departments shall exchange map books of their jurisdictional areas, and/or other maps as available.

**III. TRAINING**

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department, with a higher frequency of joint training sessions recommended.

**IV. COMMUNICATIONS**

RADIO – Representatives of the responding departments, after notifying their dispatch center they are en route, will switch to the requesting department’s command channel, and advise they are en route. In all cases the incoming party will communicate with Incident Command (IC) unless advised otherwise by IC. Radio traffic will be kept to a minimum. Clear text will be used.

**V. INCIDENT COMMAND**

Each department shall use the Incident Command System, ICS, within the National Incident Management System, NIMS.

**VI. INCIDENT REPORTING**

Each department shall be responsible for documenting the incident to satisfy their respective department's needs, state and national requirements.

**VII. REVISIONS**

Annual Operational Plans shall be cooperatively developed and become part of the Mutual Aid Agreement upon execution by the Kenai Peninsula Borough Mayor.

AGREED:

ANCHOR POINT FIRE AND EMERGENCY  
MEDICAL SERVICE AREA.

By: \_\_\_\_\_  
Its: Chief  
Date: \_\_\_\_\_

AGREED:

NINILCHIK EMERGENCY SERVICES

By: \_\_\_\_\_  
Its: Chief  
Date: \_\_\_\_\_

APPROVED:  
KENAI PENINSULA BOROUGH

By: \_\_\_\_\_  
Its: Mayor  
Date: \_\_\_\_\_

APPROVED AS TO FORM and  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant Borough Attorney

Approved by  
KPB Resolution No. 2012-012

ATTEST:

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

Introduced by: Mayor  
Date: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-018**

**A RESOLUTION AUTHORIZING ROAD SERVICE AREA CAPITAL  
IMPROVEMENT PROJECT: GREENWOOD COURT #C2GRE CONTRACT AWARD  
AND ALLOCATION**

1 **WHEREAS,** the Kenai Peninsula Borough Road Service Area (RSA) annually prioritizes a list  
2 of capital improvement projects that includes the estimated total cost for each  
3 project; and

4 **WHEREAS,** the total project cost including design services, contract services, inter-  
5 departmental charges, and contingencies is to be allocated to the project; and

6 **WHEREAS,** at its regular meeting of August 10, 2010, the Road Service Area Board  
7 recommended by unanimous vote approval of Road Service Area Resolution  
8 2010-10, Approving Fiscal Year 2011 Capital Improvement Projects; and

9 **WHEREAS,** total project cost funds are available from the following:

- 10 • 434.33950.11252.49999

11 **WHEREAS,** the RSA has solicited and received eight (8) bids for the RSA Capital  
12 Improvement Project: Greenwood Court Project #C2GRE; and

13 **WHEREAS,** the bids have been reviewed by the RSA and the low responsive bid was  
14 submitted by Hammond Trucking and Excavation, Inc.;

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

1 **SECTION 1.** That the mayor is authorized to award a contract to Hammond Trucking and  
2 Excavation, Inc. to perform the work for RSA Capital Improvement Project:  
3 Greenwood Court #C2GRE for the bid amount of \$93,194.10.

4 **SECTION 2.** That the mayor is authorized to allocate project cost, \$123,070.00, to account  
5 number 434.33950.C2GRE.49999.

6 **SECTION 3.** That the mayor is authorized to execute all documents and make all agreements  
7 deemed necessary to complete this project in accordance with this resolution and  
8 contract documents.

9 **SECTION 4.** That this resolution shall take effect immediately upon its adoption.

10 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
11 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:





# KENAI PENINSULA BOROUGH

## Road Service Area

47140 E. Poppy Lane • Soldotna, Alaska 99669  
Toll-free within the Borough: 1-800-478-4427  
PHONE: (907) 262-4427 • FAX: (907) 262-6090  
www.borough.kenai.ak.us

MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

**TO:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Mike Navarre, Mayor *[Signature]*  
Craig Chapman, Finance Director *C Chapman*  
Mark Fowler, Purchasing & Contracting Officer *[Signature]*

**FROM:** Doug Schoessler, Road Service Area Director *[Signature]*

**DATE:** March 21, 2012

**SUBJECT:** Resolution 2012- 018, Road Service Area Capital Improvement Project:  
Greenwood Court #C2GRE Contract Award and Allocation

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On February 28, 2012 the Kenai Peninsula Borough Road Service Area formally solicited bids for Greenwood Court Capital Improvement Project #C2GRE for completion in summer 2012. The invitation to bid was advertised in the Peninsula Clarion on February 28 and March 2 and 4, 2012.

On the due date of March 20, 2012 eight (8) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. Attached is a copy of the bid tabulation sheet.

The low responsive bid was received from Hammond Trucking and Excavation, Inc. in the amount of \$93,194.10. The total costs for this project are \$123,070.00 which includes design services, contract services, inter-departmental charges, and contingencies.

The project award is submitted to the assembly for approval because the funds for CIPs have only been appropriated by the assembly but not yet allocated. This project has been approved through Road Service Area Resolution 2010-10 Approving the FY2011 Capital Improvement Projects.

This resolution authorizes the project to proceed, allocates funds to the project, and awards the projects to the lowest, qualified, responsive, and responsible contractor.

#### FINANCE DEPARTMENT FUNDS VERIFIED

Amount: \$123,070.00

Acct. #434.33950.11252.49999

By: *[Signature]*

Date: 3/22/12

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB12-028 RSA 2012 CIP Greenwood Court #C2GRE**

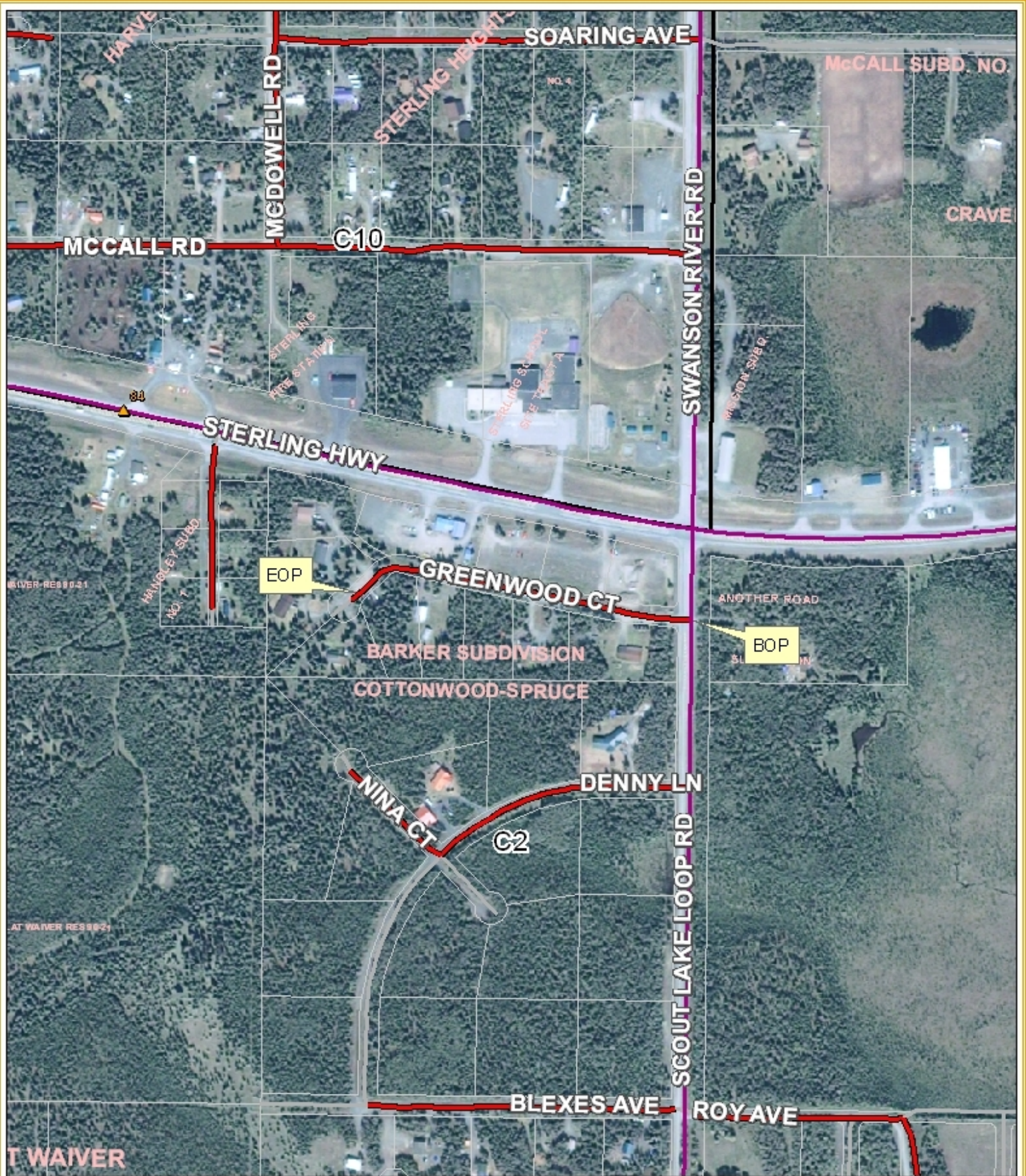
CONTRACTOR	BASE BID
Hammond Trucking	\$93,194.10
Drennon Construction	\$233,919.24
Ross Services	\$114,027.70
Peninsula Construction	\$126,739.60
Wolverine Supply	\$110,616.00
Foster Construction	\$109,019.00
Alaska RoadBuilders	\$165,756.00
G&H Construction	\$117,253.90
	<b>\$126,684.00</b>

DUE DATE: March 20, 2012 @ 4:00 PM



KPB OFFICIAL:

Mark Fowler, Purchasing & Contracting Officer




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

0 130 260 520 Feet  
  
**GREENWOOD CT**



Introduced by:  
Date:  
Action:  
Vote:

Mayor  
04/03/12

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-019**

**A RESOLUTION AUTHORIZING ROAD SERVICE AREA CAPITAL  
IMPROVEMENT PROJECT: INUKSHUK COURT #C4INU CONTRACT AWARD AND  
ALLOCATION**

1 **WHEREAS**, the Kenai Peninsula Borough Road Service Area (RSA) annually prioritizes a list  
2 of capital improvement projects that includes the estimated total cost for each  
3 project; and

4 **WHEREAS**, the total project cost including design services, contract services, inter-  
5 departmental charges, and contingencies is to be allocated to the project; and

6 **WHEREAS**, at its regular meeting of August 10, 2010, the Road Service Area Board  
7 recommended by unanimous vote approval of Road Service Area Resolution  
8 2010-10, Approving Fiscal Year 2011 Capital Improvement Projects; and

9 **WHEREAS**, total project cost funds are available from the following:

- 10 • 434.33950.11252.49999

11 **WHEREAS**, the RSA has solicited and received seven (7) bids for the RSA Capital  
12 Improvement Project: Inukshuk Court Project #C4INU; and

13 **WHEREAS**, the bids have been reviewed by the RSA and the low responsive bid was  
14 submitted by Great Northern Construction and Management;

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

1 **SECTION 1.** That the mayor is authorized to award a contract to Great Northern Construction  
2 and Management to perform the work for RSA Capital Improvement Project:  
3 Inukshuk Court #C4INU for the bid amount of \$74,565.00.

4 **SECTION 2.** That the mayor is authorized to allocate project cost, \$102,555.00, to account  
5 number 434.33950.C4INU.49999.

6 **SECTION 3.** That the mayor is authorized to execute all documents and make all agreements  
7 deemed necessary to complete this project in accordance with this resolution and  
8 contract documents.

9 **SECTION 4.** That this resolution shall take effect immediately upon its adoption.

10 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
11 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



# KENAI PENINSULA BOROUGH

## Road Service Area

47140 E. Poppy Lane • Soldotna, Alaska 99669  
Toll-free within the Borough: 1-800-478-4427  
PHONE: (907) 262-4427 • FAX: (907) 262-6090  
www.borough.kenai.ak.us

MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

**TO:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Mike Navarre, Mayor *[Signature]*  
Craig Chapman, Finance Director *[Signature]*  
Mark Fowler, Purchasing & Contracting Officer *[Signature]*

**FROM:** Doug Schoessler, Road Service Area Director *[Signature]*

**DATE:** March 21, 2012

**SUBJECT:** Resolution 2012- 019, Road Service Area Capital Improvement Project:  
Inukshuk Court #C4INU Contract Award and Allocation

On February 28, 2012 the Kenai Peninsula Borough Road Service Area formally solicited bids for Inukshuk Court Capital Improvement Project #C4INU for completion in summer 2012. The invitation to bid was advertised in the Peninsula Clarion on February 28 and March 2 and 4, 2012.

On the due date of March 20, 2012 seven (7) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. Attached is a copy of the bid tabulation sheet.

The low responsive bid was received from Great Northern Construction and Management in the amount of \$74,565.00. The total costs for this project are \$102,555.00 which includes design services, contract services, inter-departmental charges, and contingencies.

The project award is submitted to the assembly for approval because the funds for CIPs have only been appropriated by the assembly but not yet allocated. This project has been approved through Road Service Area Resolution 2010-10 Approving the FY2011 Capital Improvement Projects.

This resolution authorizes the project to proceed, allocates funds to the project, and awards the projects to the lowest, qualified, responsive, and responsible contractor.

#### FINANCE DEPARTMENT FUNDS VERIFIED

Amount: \$102,555.00  
Acct. #434.33950.11252.49999

By: *[Signature]* Date: 3/22/12

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

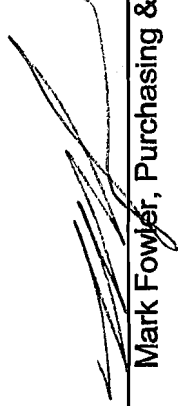
**BID TAB FOR: ITB12-029 RSA 2012 CIP Inukshuk Court #C41NU**

<b>CONTRACTOR</b>	<b>BASE BID</b>
Hammond Trucking	\$74,780.90
Peninsula Construction	\$94,676.00
Foster Construction	\$92,470.00
Alaska RoadBuilders	\$110,767.50
Great Northern Construction	\$74,565.00
G&H Construction	\$77,972.50
S&R Enterprises	\$84,818.11

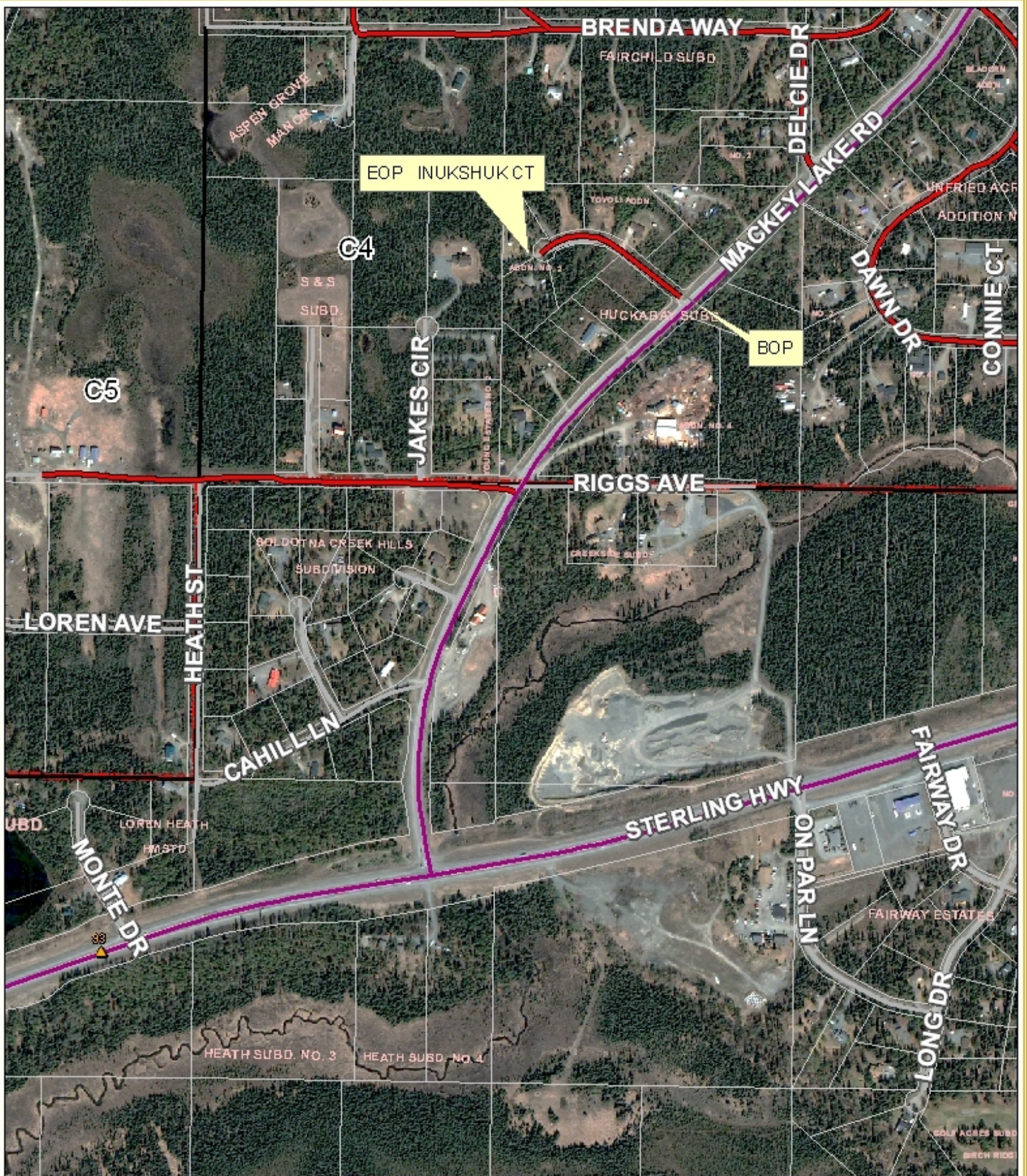
**Engineers Estimate                      \$91,387.50**

DUE DATE: March 20, 2012 @ 2:00 PM

**KPB OFFICIAL:**

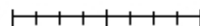


Mark Fowler, Purchasing & Contracting Officer



The information depicted here is only for a graphical representation only of best available sources. The local Public Works Borough assumes no responsibility for any errors on this map.

0 130 260 520 Feet



INUKSHUK CT



Introduced by: Mayor  
Date: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-020**

**A RESOLUTION AUTHORIZING ROAD SERVICE AREA CAPITAL  
IMPROVEMENT PROJECT: VIO ROAD, ANNA LANE, ELDORADO WAY, ELSA  
LANE AND BONANZA WAY #C1VIO CONTRACT AWARD AND ALLOCATION**

1 **WHEREAS,** the Kenai Peninsula Borough Road Service Area (RSA) annually prioritizes a list  
2 of capital improvement projects that includes the estimated total cost for each  
3 project; and

4 **WHEREAS,** the total project cost including design services, contract services, inter-  
5 departmental charges, and contingencies is to be allocated to the project; and

6 **WHEREAS,** at its regular meeting of August 10, 2010, the Road Service Area Board  
7 recommended by unanimous vote approval of Road Service Area Resolution  
8 2010-10, Approving Fiscal Year 2011 Capital Improvement Projects; and

9 **WHEREAS,** total project cost funds are available from the following:

- 10
- 434.33950.11252.49999

11 **WHEREAS,** the RSA has solicited and received six (6) bids for the RSA Capital Improvement  
12 Project: Vio Road, Anna Lane, Eldorado Way, Elsa Lane, and Bonanza Way  
13 Project #C1VIO; and

14 **WHEREAS,** the bids have been reviewed by the RSA and the low responsive bid was  
15 submitted by Wolverine Supply, Inc.;

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

3 **SECTION 1.** That the mayor is authorized to award a contract to Wolverine Supply, Inc. to  
4 perform the work for RSA Capital Improvement Project: Vio Road, Anna Lane,  
5 Eldorado Way, Elsa Lane, and Bonanza Way #C1VIO for the bid amount of  
6 \$385,333.20.

7 **SECTION 2.** That the mayor is authorized to allocate project cost, \$461,539.00, to account  
8 number 434.33950.C1VIO.49999.

9 **SECTION 3.** That the mayor is authorized to execute all documents and make all agreements  
10 deemed necessary to complete this project in accordance with this resolution and  
11 contract documents.

12 **SECTION 4.** That this resolution shall take effect immediately upon its adoption.

13 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
14 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



# KENAI PENINSULA BOROUGH

## Road Service Area

47140 E. Poppy Lane • Soldotna, Alaska 99669  
Toll-free within the Borough: 1-800-478-4427  
PHONE: (907) 262-4427 • FAX: (907) 262-6090  
www.borough.kenai.ak.us

MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

**TO:** Gary Knopp, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Mike Navarre, Mayor *[Signature]*  
Craig Chapman, Finance Director *[Signature]*  
Mark Fowler, Purchasing & Contracting Officer *[Signature]*

**FROM:** Doug Schoessler, Road Service Area Director *[Signature]*

**DATE:** March 21, 2012

**SUBJECT:** Resolution 2012- 020, Road Service Area Capital Improvement Project: Vio Road, Anna Lane, Eldorado Way, Elsa Lane, and Bonanza Way #C1VIO Contract Award and Allocation

On February 28, 2012 the Kenai Peninsula Borough Road Service Area formally solicited bids for Vio Road, Anna Lane, Eldorado Way, Elsa Lane, and Bonanza Way Capital Improvement Project #C1VIO for completion in summer 2012. The invitation to bid was advertised in the Peninsula Clarion on February 28 and March 2 and 4, 2012.

On the due date of March 21, 2012 six (6) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. Attached is a copy of the bid tabulation sheet.

The low responsive bid was received from Wolverine Supply, Inc. in the amount of \$385,333.20. The total costs for this project are \$461,539.00 which includes design services, contract services, inter-departmental charges, and contingencies.

The project award is submitted to the assembly for approval because the funds for CIPs have only been appropriated by the assembly but not yet allocated. This project has been approved through Road Service Area Resolution 2010-10 Approving the FY2011 Capital Improvement Projects.

This resolution authorizes the project to proceed, allocates funds to the project, and awards the projects to the lowest, qualified, responsive, and responsible contractor.

#### **FINANCE DEPARTMENT FUNDS VERIFIED**

Amount: \$461,539.00  
Acct. #434.33950.11252.49999

By: *[Signature]* Date: 3/22/12

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

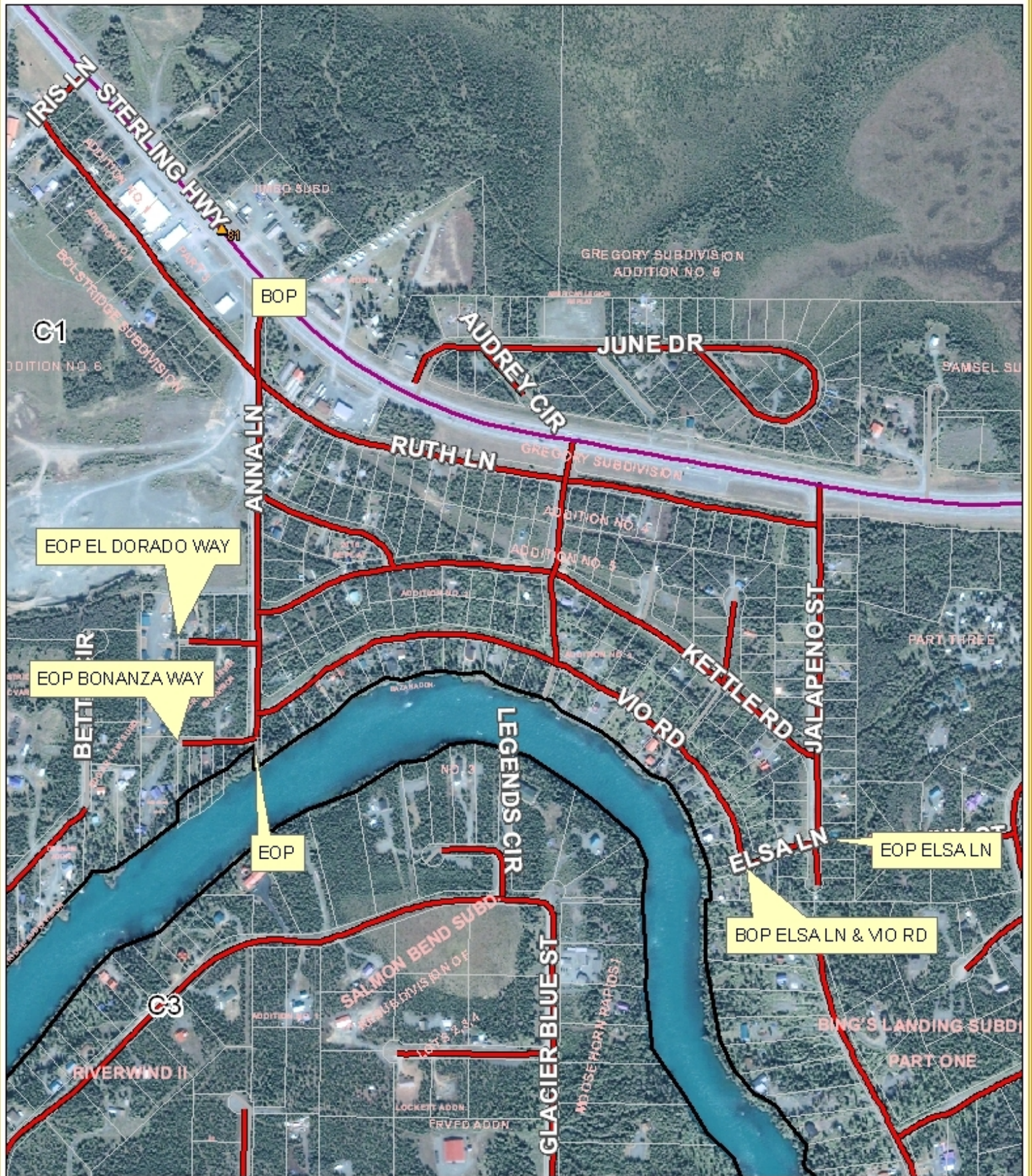
**BID TAB FOR: ITB12-030 RSA 2012 CIP Vio Rd, Anna Ln, etc.**

<b>CONTRACTOR</b>	<b>BASE BID</b>
Ross Services	\$397,986.65
Southcentral Construction	\$467,654.30
Wolverine Supply	\$385,333.20
Peninsula Construction	\$436,586.00
Alaska RoadBuilders	\$496,585.55
Foster Construction	\$479,512.60
<b>Engineers Estimate</b>	<b>\$497,527.00</b>

**DUE DATE: March 21, 2012 @ 2:00 PM**



**KPB OFFICIAL:** Mark Fowler, Purchasing & Contracting Officer



C1

EOP EL DORADO WAY

EOP BONANZA WAY

BOP

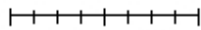
EOP

EOP ELSA LN

BOP ELSA LN & VIO RD

C3

0 130 260 520 Feet



VIO RD, ANNA LN, ELSA LN  
EL DORADO WAY, BONANZA WAY



The information depicted here is only for a graphical representation only and is not a legal document. The local government assumes no responsibility for any errors on this map.

Introduced by: Mayor, Haggerty, Johnson  
Date: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-021**

**A RESOLUTION APPROVING A RESIDENCY REQUIREMENT FOR FIRE AND  
EMERGENCY SERVICE AREA CHIEFS, DEPUTY CHIEFS, ASSISTANT CHIEFS,  
AND BATTALION CHIEFS TO BE INCLUDED IN THEIR JOB DESCRIPTIONS**

1 **WHEREAS**, on October 13, 2009, the assembly passed Resolution 2009-072, a Resolution  
2 Approving Job Descriptions for Administrative Service Employees; and

3 **WHEREAS**, on April 5, 2011, the assembly passed Resolution 2011-026, a Resolution  
4 Approving an Appendix A Job Description for the Anchor Point Fire and  
5 Emergency Medical Service Area Chief; and

6 **WHEREAS**, on September 6, 2011, the assembly passed Resolution 2011-092, a Resolution  
7 Authorizing an Administrative Service Job Description for the Anchor Point Fire  
8 and Emergency Service Area Deputy Chief; and

9 **WHEREAS**, the positions of Chief, Deputy Chief, Assistant Chief, and Battalion Chief of fire  
10 and emergency response service areas do not require the employee holding such  
11 position to reside within close proximity to a station or in the service area; and

12 **WHEREAS**, such a residency requirement will likely improve the timeliness of responses to  
13 emergencies and provide improved services to residents; and

14 **WHEREAS**, at its meeting of March 14, 2012, the Anchor Point Fire and Emergency Medical  
15 Service Area board recommended approval with requested amendment; and

16 **WHEREAS**, at its meeting of March 15, 2012, the Central Emergency Service Area Board  
17 recommended approval by unanimous consent; and

1 **WHEREAS**, at its meeting of March 8, 2012, the Kachemak Emergency Service Area Board  
2 voted to not support the resolution; and

3 **WHEREAS**, at its meeting of February 29, 2012, the Nikiski Fire Service Area Board  
4 recommended approval;

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

7 **SECTION 1.** That the position descriptions set forth in Addendum A attached for the Chiefs,  
8 Deputy Chiefs, Assistant Chiefs, and Battalion Chiefs are approved as modified to  
9 include the following language:

10 Residency: Within six months from date of hire, the Chief/Deputy Chief/  
11 Assistant Chief/Battalion Chief must establish residency within the service area or  
12 within a 20 minute response time to a station in the service area and continue such  
13 residency during the period of appointment.

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

15 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
16 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

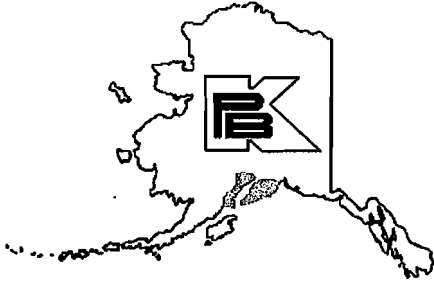
ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520  
Toll-free within the Borough: 1-800-478-4441  
**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892  
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**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

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

**FROM:** Mako Haggerty, Assembly Member *B for M. H.*  
Brent Johnson, Assembly Member *B for B. J.*

**THRU:** Mike Navarre, Borough Mayor *MN*

**FROM:** Mark Dixson, Director of General Services *MD*

**DATE:** February 29, 2012

**SUBJECT:** Resolution 2012-021, approving a residency requirement for fire and emergency service area chiefs, deputy chiefs, assistant chiefs and battalion chiefs to be included in their job descriptions

Resolutions 2009-072, 2011-026, and 2011-092 established position descriptions for fire and emergency services employees in the administrative service. This resolution approves adding a residency requirement to all Chief, Deputy Chief, Assistant Chief and Battalion Chief position descriptions to facilitate timely response to emergencies within the respective service areas. The proposed change would require the affected positions to establish residency within the service area or within a 20 minute response time of a service area station within six months of accepting the position. It is understood that all current affected employees meet this requirement. Your consideration is appreciated.



Position Description: Chief  
Anchor Point Fire & Emergency Medical Service Area

Service Type: Appendix A - Level 3

Definition: Under direction and supervision of the Mayor or the Mayor's designee, and with recommendations from the Anchor Point Fire & Emergency Medical Service Area Board, the Chief is responsible for the supervision and direction of total fire department activities including fire, medical, rescue, and hazardous material; budget development and implementation; and, personnel evaluations.

Minimum Qualifications: A bachelor's degree related to public service, or equivalent experience of at least 10 years of professional firefighting and EMS experience and must have been in a supervisory position and included emergency medical response, hold at least a Firefighter 1 and EMT 1 Certification, including knowledge of applicable regulations and requirements for all administrative and operational aspects of fire operations. The candidate must document administrative experience supervising personnel, budgets, and equipment; and have a valid Alaska driver's license to perform all job functions. Completion of the four year National Fire Academy Executive Fire Officer Program is highly desired. Must possess excellent computer skills, have knowledge of communications equipment, and be proficient in budget management; and, at least five years of experience in supervising personnel and volunteers.

Residency: Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

Essential Functions:

1. Plans and directs all administrative functions for the Anchor Point Fire & Emergency Service Area, as well as supervises the development and implementation of the operations budget.
2. Directs and coordinates the training of paid full-time staff, paid on-call staff and volunteer personnel.
3. Develops and maintains required records, check-lists, daily station log and other documents related to Anchor Point Fire & Emergency Service Area operations including policies and procedures and standard operating guidelines. Is responsible for providing employee and volunteer records as required to the Human Resources Department.
4. Identifies and pursues grants in coordination with the Community and Fiscal Projects Manager on behalf of the Anchor Point Fire & Emergency Service Area.
5. Maintains fire and EMS inventories of equipment and supplies.
6. Prepares various reports, as well as meeting all local, state and federal reporting requirements for any incidents that occur and are the responsibility of the Anchor Point Fire & Emergency Service Area to report.

7. Schedules and coordinates vehicle, (including the Nikolaevsk station vehicles), equipment and building maintenance as required. Ensures that maintenance logs are up-to-date and current at all times.
8. Performs vehicle and equipment maintenance checks, each morning if vehicles have been in service the previous night, and completes daily vehicle maintenance check form.
9. May respond to emergencies, if qualified and certifications are current. Ensures that responding employees act only in the capacity in which the employee is qualified to perform.
10. Orders supplies, training materials, and equipment as directed.
11. Coordinates various administrative functions with applicable borough departments and ensures that proper protocols and procedures are followed at all times.
12. Attends all Anchor Point Fire & Emergency Service Area Board meetings and provide monthly status reports on budget, maintenance, trainings, call volumes and any other reports requested by the Anchor Point Fire & Emergency Service Area Board.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

If qualified to respond to emergencies: While performing the duties of this job, the employee is frequently required to stand, walk, use hands to feel or handle objects, tools, or controls, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, talk and hear, and smell. The employee must frequently transport up to 50 pounds, and occasionally transport over 100 pounds. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Position Description: Deputy Chief-Anchor Point Fire and Emergency Service Area**

**Service Type: Administrative – Level 2**

**Definition:** Under the general direction and supervision of the Anchor Point Fire Chief, the Deputy Chief is responsible for the supervision and direction of emergency medical services and emergency medical personnel as designated by the Chief.

**Minimum Qualifications:** An Associate Degree in Fire Science, Emergency Medical Science, Administration, Management or other related business field or equivalent experience of at least seven years of increasing responsibility as a full time member of a recognized emergency service agency, including four years of supervisory experience. Possession of, or progression toward, Fire and Emergency Services Officer Certification. Current possession of State of Alaska Certification as a Mobile Intensive Care Paramedic, Possession of EMT-I, EMT-II Instructor Certification, with progression toward EMT-III Instructor Certification, and Firefighter I Certification within one year from date of employment. Must have knowledge of the Incident Command System; the ability to analyze an emergency scene and plan a course of action and the ability to transmit information accurately and precisely through oral and radio communications on emergency scenes. Must have the ability to write accurate and comprehensive reports. Must possess excellent computer skills and have knowledge of communications equipment. Valid driver's license, and evidence of a good driving record is required at time of hire and must be maintained at all times.

**Residency:** Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

**Essential Functions:**

1. Assists the Chief with management responsibility for assigned services and activities of the fire department including emergency medical services and injury prevention.
2. Participates in the development and implementation of goals, objectives, policies and activities that affect the department.
3. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures, including the recommendation of appropriate service and staffing levels within departmental policy.
4. Supervises the Emergency Medical Service Division and educational activities, including but not limited to the EMS Policies, procedures, ambulances, equipment and supplies of the service division.
5. Supervises and/or coordinates personnel/volunteer member training.
6. Monitors and maintains inventory of ambulance and medical supplies, including Schedule II narcotics and DEA registration.

7. Participates in the development and administration of the Department's annual budget and in the forecast of funds needed for staffing, equipment, materials, and supplies. Monitors and approves expenditures making adjustments as necessary.
8. Supervises and administers the department's capital improvement and grant projects; coordinates the facility and fleet maintenance and general projects.
9. Ensures that equipment, safety clothing, apparatus and supplies are specified, purchased, received and distributed consistent with Borough policy.
10. Serves as liaison for Anchor Point Fire with other departments, divisions and outside agencies; negotiates and resolves sensitive and controversial issues; coordinates special community programs. Responds to and resolves difficult and sensitive citizen inquiries and complaints
11. Serves as staff representative on a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence. Attends professional group meetings.
12. Provides staff assistance to the Chief; conducts a variety of organizational studies, investigations and operational studies at the direction of the Chief; recommends to the Chief modification to the Fire/EMS programs, policies and procedures as appropriate.
13. Responds to emergency and non-emergency incidents as outlined by standard operating guidelines.;
14. Assumes responsibility of the Department in the absence of the Chief.

**Physical Demands:** While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Examination:** A physical examination is required

**Position Description: Fire/EMS Chief – Central Emergency Services**

**Service Type: Administrative – Level 6**

**Definition:** Under the general direction and supervision of the borough mayor and/or designee with the advice and recommendations of the Central Emergency Service Area board, the chief is responsible for the supervision and direction of the department's activities including planning, both long- and short-range; budget development and implementation; personnel supervision; fire prevention activities; arson investigation; emergency medical services; fire suppression activities; disaster and other emergency activities; enforcement of Uniform Fire Code; coordination of the departments functions with other governmental organizations; and public relations.

**Minimum Qualifications:** A bachelors degree from an accredited college/university, or related equivalent experience and ten years of increasingly responsible professional firefighting/EMS experience, seven years of which must have been as an officer substantially equivalent to the description of Fire Officer III, NFPA No. 1021 (National Fire Protection Association). Administrative experience must include supervising personnel, preparation and implementation of budgets and equipment maintenance and specification. Must possess the knowledge of command principles and practices including the incident command system and have the ability to size-up an emergency scene and to plan a course of action for either controlling or eliminating the emergency; to transmit information accurately and precisely through oral and radio communications; to communicate effectively in oral and written formats; and to write comprehensive reports. A valid Alaska driver's license is required and must be maintained at all times to perform all job functions. A BS or MS degree in Fire Administration or Business Administration, certification as a Paramedic, or a graduate of the Executive Fire Officer Program preferred.

**Residency:** Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

**Essential Functions:**

1. Plans and directs the total operation of the department.
2. Supervises the development and implementation of the department budget. Monitors the expenditures of service area funds to ensure compliance with the adopted budget and borough policy.
3. Represents the department at functions pertaining to the Central Emergency Services Area.
4. Attends CESA board meetings, providing information to facilitate the development of policy by the board.
5. Identifies, develops, and implements departmental policies and guidelines to ensure that regulatory, legislative, and board policy matters are appropriately addressed.
6. Evaluates the effectiveness and service life of facilities, equipment, and apparatus to maintain essential response capability for the department. Prepares budget requests,

drafts specifications, develops bid documents, performs acceptance tests, and approves final acceptance for replacement. Maintains and updates the department's Vehicle and Facility Replacement Fund.

7. Monitors and prepares legislation as it relates to service area activities. Presents testimony on legislative matters that impact the service area.
8. Develops and monitors long-range plan for the Central Emergency Service Area.
9. Performs firefighting duties according to standard operating procedures, including direct ring water and chemical agents for the control and extinguishment of fires, positioning and climbing ladders for rescue and fire extinguishments, creating openings into buildings, protecting property from water and smoke damage, and emergency rescue operations for fire trapped victims.
10. Supervises, through subordinate officers, the training of both paid and on-call personnel
11. Directs, through subordinate officers, the department's public relations efforts, including campaigns to present the need for changes in laws and policies and to encourage fire prevention.
12. Assures that policies are developed to implement the enforcement of the Uniform Fire Code.
13. Establishes procedures to ensure department coordination with other governmental agencies is immediate and smooth, especially as it pertains to emergency situations and arson investigations.
14. Coordinates CES activities with borough departments and other organizations.
15. Supervises and evaluates employees through subordinate officers.
16. Negotiates contracts or agreements on behalf of the CESA Board.
17. Represents CESA on state and local fire and EMS organizations.
18. Represents CESA on the Local Emergency Planning Committee and the 911 Board.

Other Functions:

1. Other related duties.

Physical Demands: Must be able to perform emergency firefighting and emergency medical duties on an as needed basis. While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Examination: A physical examination is required.

Position Description: Assistant Chief – CES

Service Type: Administrative-L4

Definition: Under the general direction and supervision of the CES chief, the assistant chief is responsible for the development and implementation of administrative and management services as designated by the chief, manages the emergency medical services program, and supervises the operations division of the department. Serves as a member of the management team, administrative and command staff.

Minimum Qualifications: A bachelors degree from an accredited college or university, or related equivalent experience and ten years of increasingly responsible professional firefighting/EMS experience with a strong background in emergency medical services, five years of which must have been as an officer substantially equivalent to the description of Fire Officer III, NFPA No. 1021 (National Fire Protection Association). Administrative experience in: supervising personnel; budget preparation and expenditure accounting; and apparatus/equipment specification, purchase, and maintenance. Must have knowledge of the incident command system; the ability to size-up an emergency scene and to plan a course of action for either controlling or eliminating the emergency; the ability to transmit information accurately and precisely through oral and radio communications on emergency scenes; and the ability to write accurate and comprehensive reports. A valid Alaska driver's license is required and must be maintained at all times to perform all job functions. A BS or MS degree in Fire Administration or Business Administration, certification as a Paramedic, and a graduate of the Executive Fire Officer Program preferred.

Residency: Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

Essential Functions:

1. Participates in the development and implementation of administrative policies and guidelines resulting from regulatory processes and regulations that affect the department.
2. Participates in contract administration, product research and evaluation, grant development/administration, and long-term planning processes for the department.
3. Participates in the development and coordination of medical control, field policies for emergency responses, and evaluation of program effectiveness and supervises the medical quality assurance program. Works with the physician advisor to monitor the medical program for the department. Supervises and administers the ambulance billing program for the department.
4. Participates in budget development and implementation for fiscal year.
5. Summarizes and interprets data; prepares monthly, quarterly, and annual reports; and prepares other reports as necessary.

6. May represent the department with other agencies, departments, and organizations as their programs relate to the department.
7. Directly supervises the station captains and the operations division of the department. May prepare employee discussion forms, and/or administer disciplinary actions.
8. Assumes the duties of the Central Emergency Services chief in his absence.

Other Functions:

1. Supervises, directs, and performs firefighting (under AS 18.70), rescue, and medical duties as outlined by standard operating guidelines during emergency responses.
2. Administration of computer system including: system maintenance; system design; software and hardware research, purchase and installation; and develops system security standards. May troubleshoot system problems.
3. Supervises the delivery of fire safety education and fire prevention programs.
4. Supervises and assists, as needed, with department training for all personnel.
5. Represents the department at community events, other governmental functions, and with other agencies when assigned.
6. Serves as a member of the command, administrative, and management team staff.
7. Supports the policy and direction of the CESA Board of Directors, the chief's policies and guidelines, and the borough's policies and administrative directives. The assistant chief will exercise fiscal responsibility in all of his actions.
8. Serves as a command officer at complex incidents.
9. Other duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Examination: A physical examination is required.



Position Description: Chief-Kachemak Emergency Service Area

Service Type: Administrative – Level 3

Definition: Under the general direction and supervision of the borough mayor or his designee and the Kachemak Emergency Service Area board, the chief is responsible for the supervision and direction of the department's activities including fire prevention and fire suppression activities; fire investigation; emergency medical services; budget implementation; recruitment and retention; personnel training, supervision, and evaluation; and public relations.

Minimum Qualifications: Must have knowledge of command principles and practices, including the incident command system; the ability to size-up an emergency scene and to plan a course of action for either controlling or elimination the emergency; to transmit information accurately and precisely through oral and radio communications; the ability to communicate effectively in oral and written formats; and to write comprehensive reports. Must have minimum certification or eligible for certification as a Firefighter I, EMT I. Ten years of increasingly responsible firefighting/EMS experience, five years of which must have been as a fire officer or equivalent leadership or managerial position in a fire department, municipal emergency service organization or related public safety operation or private business organization supervising personnel, budget, and equipment. Must possess a valid Alaska driver's license that permits the performance of all job duties.

Residency: Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

Essential Functions:

1. Plans and directs the operation of the department, including the delivery of fire suppression, emergency medical services, and related services.
2. Responds to fire and emergency medical service calls as appropriate and assumes command at major alarms as needed.
3. Administers the department budget. Monitors the expenditures of service area funds to ensure compliance with the adopted budget and borough policy. Applies for grant funding when applicable.
4. Attends KESA board meetings, providing information to facilitate the development of policy by the board.
5. Develops and implements departmental policies, standing orders, and guidelines to ensure that regulatory, legislative, and board policy matters are appropriately addressed.
6. Supervises the maintenance of department equipment, apparatus, and facilities.
7. Evaluates the effectiveness and service life of facilities, equipment, and

apparatus to maintain essential response capability for the department. Budgets, drafts specifications, bids, acceptance tests, and approves final acceptance for replacement, as needed.

8. Supervises the maintenance of department records, reports, correspondence, and other documents.
9. Develops and supervises delivery of department training programs.
10. Responsible for volunteer recruitment and retention.
11. Supervises and evaluates all employees and volunteers, including the selection, promotion, assignment, discipline, and termination of volunteer personnel. Makes recommendations to the KESA board in hiring, promotion, or termination of paid personnel.
12. Assist KESA board in developing and amending the budget and the long and short range plans for the service area.

Other Functions:

1. Directs the department's public relations efforts to encourage fire prevention.
2. Assists the public with fire code compliance and cooperates with the state fire marshal in fire code enforcement.
3. Establishes procedures to ensure that department coordination with other governmental agencies is immediate and smooth, especially as it pertains to emergency situations.
4. Represents the department to other government official and private agencies. Attends public and professional meetings to represent the department's interest and to keep abreast of current trends and developments.
5. Other duties as directed.

Physical Demands:

High frequency of exposure to hazardous situations in performance of firefighter or EMT duties. Regularly required to work at irregular hours and on holidays. Regularly on-call by pager for emergency calls.

A physical examination is required.

**Position Description: Assistant Chief-Kachemak Emergency Service Area (KESA)**

**Service Type: Administrative - Level 2**

Under the general direction and supervision of the KESA chief, the assistant chief is responsible for the development and implementation of administrative and management services as designated by the chief, manages the emergency medical services program, and supervises the operations division of the department. Serves as a member of the management team, administrative and command staff.

**Minimum Qualifications:** High school diploma or equivalent. Ten years of increasingly responsible firefighting/EMS experience, five years of which must have been as a fire officer or equivalent leadership or managerial position in a fire department, municipal emergency service organization or related public safety operation or private business organization supervising personnel, budget, and equipment. Must have knowledge of command principles and practices, including the incident command system; the ability to size-up an emergency scene and to plan a course of action for either controlling or eliminating the emergency; to transmit information accurately and precisely through oral and radio communications; the ability to communicate effectively in oral and written formats; and to write comprehensive reports. Must have minimum certification as an NFPA Firefighter II or equivalent and a Stet of Alaska Certified EMT II or Paramedic. Must possess an Alaska driver's license that permits the performance of all job duties.

**Residency:** Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

**Essential Functions:**

1. Participates in planning and directing the operation of the department, including the delivery of fire suppression, emergency medical services, and related services.
2. Responds to fire and emergency medical service calls as appropriate and assumes command at complex alarms as needed.
3. Participates in the development and implementation of the department budget. Assists in monitoring the expenditures of service area funds to ensure compliance with the adopted budget, borough policy and KESA Board of Directors.
4. Participates in contract administration, product research and evaluation, grant development/administration, and long-term planning processes for the department.
5. Participates in the development and coordination of medical control, field policies for emergency responses, and evaluation of program effectiveness and supervises the medical quality assurance program. Works with the physician advisor to monitor the medical program for the department. Supervises and administers the ambulance billing program for the department.

6. Summarizes, prepares and maintains records and interprets data; prepares monthly, quarterly, and annual reports; and other reports as necessary.
7. May represent the department with other agencies, departments, and organizations as their programs relate to the department.
8. Directly supervises the department officers and the operations division of the department. May prepare employee discussion forms, and/or administer disciplinary actions.
9. Assumes the duties of the Kachemak Emergency Services Area Chief in his absence.

Other Functions:

1. Administration of computer system including: system maintenance; system design; software and hardware research, purchase and installation; and develops system security standards. May troubleshoot system problems.
2. Supervises the delivery of fire safety education and fire prevention programs.
3. Supervises and assists, as needed, with department training for all personnel.
4. Represents the department at community events, other governmental functions, and with other agencies when assigned.
5. Serves as a member of the command, administrative, and management team staff.
6. Other duties as directed.

Physical Demands:

High frequency of exposure to hazardous situations in performance of firefighter or EMT duties. Regularly required to work at irregular hours and on holidays. Regularly on-call by pager for emergency calls.

A physical examination is required.

Position Description: Fire Chief - NFSA

Service Type: Administrative - Level 6

Definition: Under the general direction and supervision of the Borough Mayor or his designee with advice and recommendations from the Nikiski Fire Service Area Board, the NFSA Fire Chief is responsible for the supervision and direction of total fire department activities including fire, medical, rescue, and hazardous material; budget development, grants development and implementation; personnel evaluations; fire and injury prevention activities; fire investigation; enforcement of Alaska State Fire Code(13 AAC 50.025); coordination of fire department functions with other governmental agencies and public relations. The Fire Chief will reside within a 20 minute response time of a department station.

Minimum Qualifications: A Bachelor's Degree in Fire Science, Para-Medicine or equivalent experience; ten years of increasingly responsible professional firefighting experience, seven years of which must have been as an officer substantially equivalent to the description of Alaska Fire Officer I. The candidate must document administrative experience supervising personnel, budgets, and equipment; and have a valid Alaska driver's license to perform all job functions. Completion of the four year National Fire Academy Executive Fire Office Program is highly desired.

Residency: Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

Essential Functions:

1. The Fire Chief assumes management responsibility for all Department services and activities, to include training, injury prevention, emergency medical services, and fire protection.
2. Directs personnel, oversees, and participates in the development of the department's goals, objectives, work plan and budget.
3. Plans and coordinates Department programs, services, and administrative matters with the Borough Mayor, including attending meetings with administrative staff and keeping the Borough Mayor informed of key needs, issues, and support requirements.
4. Helps develop and coordinate the NFSA Board agenda and work session items, including the review of agenda material, attend public hearings, and related proceedings to represent the Department.
5. Delegates work assignments, projects, and programs; monitors work flow; and reviews and evaluates work products, methods, and procedures.
6. Through subordinate officers, directs the department's public relations efforts including campaigns to present the need for changes in laws and policies and to encourage fire prevention.

*Revised 2-12 mad*

7. Assures that policies are developed to implement enforcement of the International Fire Code through the Alaska State Fire Marshal's Office.
8. Initiates internal investigations when appropriate and directs corrective action as needed.
9. Responsible for the review of all department personnel performance evaluations.
10. Attends civic, professional, and community group meetings to explain the activities and functions of the Department and to promote favorable public opinions and working relations.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus.

Examination: A physical examination and random drug and alcohol testing is required.

Position Description: Assistant Chief of Operations - NFSA

Service Type: Administrative - Level 4

Definition: Under the general direction and supervision of the NFSA Fire Chief, the Assistant Chief is responsible for the development and implementation of standard operating procedures for emergency operations, for the day-to-day procedures for fire department operations and for organizing and implementing appropriate training for departmental personnel and evaluating subordinates. The Assistant Chief will reside within a 20 minute response of a department station.

Minimum Qualifications: An Associates Degree in Fire Science or Para-Medicine or equivalent experience; EMT III with ACLS Certificate from the State of Alaska Emergency Medical Services Division; seven years of increasingly responsible professional firefighting experience, two of which must have been at the level of a multi-company commander or above; extensive knowledge of technical firefighting principles and practices; knowledge of the chemistry and physics of fire and the common causes and ignition sources of fires; knowledge of fire command principles and practices; knowledge of management and administration principles including long-range planning for funding, equipment and personnel; the ability to write comprehensive reports and to communicate effectively with subordinates, superiors and the community in general; and a valid Alaska driver's license to perform all job functions. Alaska Fire Officer I Certification required within 24 months of appointment.

Residency: Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

Essential Functions:

1. The Assistant Chief commands and directs all fire suppression and emergency medical services personnel as needed.
2. Through subordinate officers, directs the assignment, staffing and response condition of all firefighting and rescue activities.
3. Develops and implements standard operations policies for the day-to-day operation of the department, including maintaining continuity of operations among three paid full time shifts, paid on-call members and volunteers.
4. Represents the department, at functions pertaining to fire suppression, prevention, training and operations at all levels of government.
5. Directs and reviews the performance of subordinate officers, and oversees the day-to-day operations of the department.
6. Oversees fire department operations relating to emergency services delivery, training of personnel, and maintenance of apparatus and facilities.
7. Meets with other officers to develop goals, objectives, and plans to meet the

mission of the department.

8. Reviews Fire and EMS reports submitted by members for completeness and accuracy.
9. Reviews and helps prepare the annual budget.
10. Assumes the duties of the Fire Chief when designated.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel or handle objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear; and smell. The employee is occasionally required to sit. The employee must frequently transport up to 100 pounds, and occasionally transport over 200 pounds.

Examination: A bi-annual physical and random drug and alcohol testing is required.



**Position Description: Battalion Chief for Training and Safety - NFSA**

**Service Type:** Administrative - Level 3

**Definition:** Under the general direction and supervision of the NFSA Fire Chief or his designee, the Battalion Chief is responsible for the implementation of all the training and safety programs for the department. The Battalion Chief can assume the officer in charge of the stations' activities and all emergencies for a 24-hour shift. The Battalion Chief will reside within a 20 minute response of a department station.

**Minimum Qualifications:** An Associates Degree in Fire Science, Para-Medicine or equivalent experience; EMT III with ACLS Certificate from the State of Alaska Emergency Medical Services Division; seven years of increasingly responsible professional firefighting experience, two of which must have been at the level of a multi-company commander or above; extensive knowledge of technical firefighting principles and practices; knowledge of the chemistry and physics of fire and the common causes and ignition sources of fires; knowledge of fire command principles and practices; knowledge of management and administration principles including long-range planning for funding, equipment and personnel; the ability to write comprehensive reports and to communicate effectively with subordinates, superiors and the community in general; and a valid Alaska driver's license to perform all job functions. Alaska Fire Officer I and Fire Instructor I Certification required within 24 months of appointment. The Battalion Chief will act in the capacity as the department's safety officer.

**Residency:** Within six months from date of hire, the Chief/Deputy Chief/ Assistant Chief/Battalion Chief must establish residency within the service area or within a 20 minute response time to a station in the service area and continue such residency during the period of appointment.

**Essential Functions:**

1. The Battalion Chief is responsible for administrative work in planning, organizing, coordinating, and directing the training and safety activities of the Department.
2. Uses excellent customer service skills to establish and maintain effective working relationships with other employees, officials, and members of the general public.
3. Develops, delivers and evaluates training and safety courses for members of the department.
4. Participates in emergency functions up to or including commanding an emergency incident, and other emergency duties as needed.
5. Plans, directs, and coordinates training, projects, certification processes and programs.
6. Conducts studies to determine new or revised training.
7. Establishes and maintains timetables, including look-ahead scheduling of training programs.

8. May deliver lectures and classroom training, both basic and advanced.
9. Coordinates and tracks certification and/or re-certifications of staff required by State and Federal statutes.
10. Maintains records for training and safety, including lesson plan creation.
11. Assists in establishing, monitoring, and reviewing the budget.
12. Represents the Department at meetings, both internal and external, and updates department personnel on training and safety related matters.
13. May assume duties of NFSA Fire Chief when designated.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel or handle objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear; and smell. The employee is occasionally required to sit. The employee must frequently transport up to 100 pounds, and occasionally transport over 200 pounds.

Examination: A bi-annual physical and subject to drug and alcohol testing.

**ANCHOR POINT FIRE & EMS AREA  
PO BOX 350  
72440 MILO FRITZ AVENUE  
ANCHOR POINT, AK 99556-0350  
BOARD MEETING MINUTES  
SESSION 2012-11  
WEDNESDAY EVENING, MARCH 14, 2012  
6:00 PM**

**CALL TO ORDER**

Chairwoman Roberta J. Proctor called the meeting to order at 6:08 PM in the Carroll Mead Training room.

**PLEDGE OF ALLEGIANCE**

Reuben Sherwood led the audience in the pledge of allegiance to the flag.

**ROLL CALL**

<b>P</b>	Roberta J. Proctor	Seat A
o	Vacant	Seat B
<b>P</b>	Reuben Sherwood	Seat C
<b>P</b>	Erica Steven	Seat D
<b>P</b>	Patricia K. (Pat) Ligenza	Seat E
o	Vacant	Chief
<b>P</b>	Kayt Andrews	Deputy Chief, out of AP, but teleconferenced
<b>P</b>	Lora L. Craig	Secretary
o	Visitors: none	

"Madam, we have a quorum," the secretary stated.

**APPROVAL OF THE AGENDA**

Ms. Proctor requested adding to **NEW BUSINESS, D. KPB Resolution 2012-\_\_\_\_\_** approving a residency requirement for fire and emergency service area chiefs, deputy chiefs, assistant chiefs and battalion chiefs to be included in their job descriptions.

**LIGENZA / STEVEN** moved and seconded the motion to approve the agenda as amended. Motion passed.

**APPROVAL OF THE MINUTES, Regular Board Meeting, February 15, 2012**

**STEVEN / SHERWOOD** moved and seconded the motion to approve the minutes from the February 15, 2012 board meeting. Motion passed.

**APPROVAL OF THE MINUTES, Special board meeting, March 1, 2012**

**SHERWOOD / STEVEN** moved and seconded the motion to approve the minutes as corrected for the special board meeting, March 1, 2012. Motion passed.

**PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**

There were no public comments upon matters already on the agenda.

**REPORTS**

A. Deputy Chief's Report ~ Kayt Andrews

Mrs. Andrews is in Anchorage for a paramedic refresher class. She called the fire station and we enjoyed a teleconference with her.

She reported that we've had 8 fire calls and 19 EMS calls since the last service area meeting. Total fire calls for the year are 15 and a total for 2012, 45 EMS calls plus the two calls for today.

The Fire Fighter I course has been completed by six students and we're waiting for the test results. Brad Nelson from CES will be down in a few weeks to teach the HAZ MAT section of the course. Mrs. Andrews has conducted an ETT class for the FF I students. She is planning to instruct another ETT class later.

Mrs. Andrews worked on the budget last week. She has not ordered the Tough-Book laptop computer for the ambulance use. She is waiting for a new quote without the mounting hardware to keep the laptop stable with in the ambulance. She will try to get a PO started after discussion with Ben Hansen next Friday.

- B. APVFD President's Report ~ Robert W. Craig  
Mr. Craig was not present, but Ms. Proctor announced that the volunteers will be having officer elections in April.

**BUILDING PROBLEMS / NEEDS ~ ANCHOR POINT**

Mrs. Andrews reported that the men's toilet is still leaking.

**BUILDING PROBLEMS / NEEDS ~ NIKOLAEVSK**

Mrs. Andrews reported that everything should be running smoothly at the Nikolaevsk station.

**PENDING BUSINESS & FOLLOW-UP FROM LAST MEETING**

- A. Budget FY 2012-13

Mrs. Andrews reported that increasing the volunteer stipends caused an issue at the KPB, because it should have been submitted last December 2011 for a raise.

Ms. Proctor reported that the KPB has dropped our insurance rates to \$39,000. Mrs. Cathey Wallace will contact Mrs. Andrews later with new personnel dollar amount for the new budget.

Ms. Proctor learned that USAD natural gas district charges will appear in next February in FY 2013. Ms. Proctor is looking for Anchor Point fire station site map for ENSTAR.

- B. Chief position

Ms. Proctor reported that interviews for Chief are in progress. Kayt Andrews has been given permission by the Human Resource department to sit in on the interviews. Ms. Proctor is impressed with the interview process. The interview team still has the option to refuse these applicants and the KPB will re-post the job later, if necessary.

- C. Status report on Phones and Internet changes

Mrs. Andrews reported that KPB IT technicians came down last week and hung cables and wires, making our station ready to move over to the KPB server. Our computers are to be taken to KPB to wipe our computers out and re-network. Maybe we'll take them up Wednesday, March 21, when they go to see the KPB mayor with our budget. Mr. Hansen is on vacation now. When we get on the KPB phone connection, we may be provided with new phones.

- D. New fire engine status

Mrs. Andrews reported that the bid specs are in KPB Purchasing office Jenny Harvey's desk about ready to be sent out. CES Gordon Orth and Brad Nelson have looked at the specs and they have found a DEMO rig, in 2-wheel drive. We could not afford a 4 x 4 fire truck, and if it is desirable later, it may be converted at a future date.

- E. Annual Training Meeting, Sat., March 24, 2012, AP Senior Citizens Center

Ms. Proctor complimented Mrs. Ligenza on the nice job on the invitations for the annual training meeting. Mr. Ole Olsgard, President of the Anchor Point Senior Citizens, Inc., (where we'll hold the training meeting) mentioned that they've hired servers and all the supplies have arrived.

Board member Reuben Sherwood has agreed to be the master of ceremonies (MC) for the annual training meeting.

Ms. Proctor mentioned the Norman Lowell note cards and the Anchor River Bridge cards, originally painted by Anchor Point artist Lou Schwartzwald. Originally, the Anchor Point Volunteer Fire Department sold these cards as a fundraiser several years ago. Ms. Proctor suggested giving a set of these cards to guests at our training meeting. We would, also, like to express our thanks and appreciation to the family members of our dedicated volunteers. Ms. Proctor also mentioned the Anchor Point Fire Dept. cookbook, which was put together several years ago. Would it be possible to have it reprinted? We'll check on that.

F. Vacancy on Service Area Board Seat B

Ms. Proctor mentioned that we still need a new service area board member. She will be out of this service area for most of July 2012. Although, sometimes, the board does not meet in July, it would still be nice to have a full board.

KPB Johni Blankenship, Clerk, and KPB Assembly member Linda Murphy have requested a special meeting to address KPB Ordinance 2012-07, an ordinance amending KPB titles...16—Service Areas to provide that all KPB Service Area Boards are appointed instead of elected on March 28, 2012, at 7:00 PM. A discussion followed about the pros and cons of appointed over an election of board members.

The election process is expensive, especially, when often times no one even files for board seat. With this ordinance, the member could be appointed by the mayor with the KPB Assembly approval. Ms. Proctor would like the Service Area Board to be able to submit names to be considered by the mayor. Mr. Sherwood would like to see numbers: how much does it cost the borough, how many people run or how many are participating in an election, etc.

- G. KPB Resolution 2012-\_\_\_\_\_, approving a residency requirement for fire and emergency service area chiefs, deputy chiefs, assistant chiefs and battalion chiefs to be included in their job descriptions. Section 1. That the position descriptions set forth in Addendum A attached for the Chiefs, Deputy Chiefs, Assistant Chiefs, and Battalion Chiefs are approved as modified to include the following language.: Residency: Within six months from date of hire, the Chief/Deputy Chief/Assistant Chief/Battalion Chief must establish residency within at least a 20 minutes response time to the primary service area station and continue such residency during the period of appointment. The primary service area station is the station where the service area's administrative headquarters are located. Mako Haggerty and Brent Johnson are sponsoring this resolution. The board recommended "at least" be removed from Section 1, Paragraph 2, Sentence 1, of the proposed resolution.

**SHERWOOD / STEVEN** moved and seconded the motion to approve passage of KPB Resolution 2012-\_\_\_\_ with the removal of the words "**at least**" from Section 1, Paragraph 2, Sentence 1. Motion passed.

## NEW BUSINESS

A. Ambulance charges for runs

Mrs. Andrews requested that we table this until the next meeting. The board members agreed.

B. Mutual aid agreement between Ninilchik and Homer VFD

The KPB Assembly has postponed passage of this mutual aid agreement between APF & EMSA and Ninilchik and APF & EMSA and Homer VFD until April 3, 2012. Mrs. Andrews has reviewed it and it looks well outlined, is pretty standard, and appears to be what we're already doing. **STEVEN / SHERWOOD** moved and seconded the motion to accept the mutual aid agreement between APF & EMSA and the City of Homer for Homer Volunteer Fire Department. Motion passed.

**STEVEN / SHERWOOD** moved and seconded the motion to accept the mutual aid agreement between APF & EMSA and Ninilchik. Motion passed.  
Ms. Proctor instructed the secretary to inquire of the KPB clerk about originals to sign.

**NEW PURCHASE ORDERS**

Mrs. Andrews did not have any new purchase orders at this time, however, she did ask to have **“NEW PURCHASE ORDERS”** included in the special meeting agenda on March 28, 2012.

**INFORMATIONAL MATERIALS**

- A. Expense sheet

**EXECUTIVE SESSION**

There was no need for an executive session,

**STEVEN / SHERWOOD** moved and seconded the motion to add the **Chief recommendation to the Board** to the special meeting agenda on March 28, 2012. Motion passed.

**PUBLIC COMMENTS**

There were no public comments.

**BOARD COMMENTS**

**SHERWOOD / STEVEN** moved and seconded the motion to accept these tentative meeting dates, set for each third Wednesday of the month at 6:00 PM at the Anchor Point Fire Station on Milo Fritz Road, Anchor Point, AK 99556. Motion passed.

The tentative meeting dates are:

April 18	July 18	October 17
May 16	August 15	November 21
June 20	September 19	December 19, 2012.

**SPECIAL BOARD MEETING DATE: MARCH 28, 2012**

Items to be included on the agenda for the special board meeting on March 28, 2012 are **KPB Ordinance 2012-07 – Service Area Board Members appointed instead of elected Chief Recommendation**  
**New Purchase Orders**

Mrs. Ligenza addressed the Chair and asked to be excused from the special meeting on March 28, 2012. Ms. Proctor granted her request.

**NOTICE OF NEXT REGULAR BOARD MEETING**

Wednesday, April 18, 2012, 6:00 PM

**ADJOURNMENT**

Chairwoman Proctor adjourned the meeting at 7:50 PM.

\_\_\_\_\_  
Roberta J. Proctor, Chairwoman of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lora L. Craig, Secretary to the Board

\_\_\_\_\_  
Date approved

RJP/lc

Introduced by: McClure  
Date: 04/03/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-022**

**A RESOLUTION SUPPORTING THE COOPER LANDING WALKABLE  
COMMUNITY PROJECT**

1 **WHEREAS**, the Cooper Landing Walkable Community Project (“Walkable Community  
2 Project”) was adopted into the Transportation Section of the Kenai Peninsula  
3 Borough’s Comprehensive Plan by passage of Ordinance 2010-13; and

4 **WHEREAS**, the Sterling Highway passes through Cooper Landing, carrying significant  
5 numbers of motorized and non-motorized users, and has very limited areas for  
6 pedestrians and bicyclists; and

7 **WHEREAS**, this highway will continue to serve large numbers of motorized and non-  
8 motorized users whether the "Cooper Landing Bypass" is constructed or not; and

9 **WHEREAS**, the Walkable Community Project outlines 17 projects to increase the quality of  
10 life in the community; and

11 **WHEREAS**, the paths through Cooper Landing and various neighborhoods were listed as  
12 number 1 and number 2 of the community’s 17 projects in 2009; and

13 **WHEREAS**, the Walkable Community Project has been the community’s number 1 priority for  
14 Capital Improvement funds for the years 2011 and 2012; and

15 **WHEREAS**, the community is requesting capital improvement funds from the State of Alaska  
16 to support this priority project; and

1 **WHEREAS**, support from the Kenai Peninsula Borough Assembly would add weight to the  
2 community of Cooper Landing’s requests for this funding;

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

5 **SECTION 1.** The Assembly supports the efforts of the community of Cooper Landing in  
6 improving its community.

7 **SECTION 2.** The Assembly supports the capital project funding by the community of Cooper  
8 Landing for the Walkable Community Project.

9 **SECTION 3.** That copies of this resolution shall be provided to Senators Albert Kookesh,  
10 Cathy Geissel, Tom Wagoner, and Gary Stevens, and Representatives Alan Dick,  
11 Mike Hawker, Kurt Olson, Mike Chenault, and Paul Seaton.

12 **SECTION 4.** That this resolution takes effect immediately upon its adoption.

13 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
14 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



# KENAI PENINSULA BOROUGH

## Kenai Peninsula Borough Assembly

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Gary Knopp, Assembly President  
Charlie Pierce, Vice President

---

### MEMORANDUM

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

**FROM:** Sue McClure, Assembly Member *B for S.M.*

**DATE:** April 3, 2012

**RE:** Resolution 2012-022, supporting the Cooper Landing Walkable Community Project

---

The community of Cooper Landing has been engaged in efforts to increase and improve areas throughout the community for use by pedestrians and bicyclists. This project is important to the community for safety reasons and to improve the quality of life in the community. On February 28, 2012, members of the working group made a presentation to the assembly providing an update on the status of the project. Cooper Landing residents have submitted a capital improvement fund request to the State of Alaska to support this priority project and have respectfully requested that the assembly file this resolution to strengthen their request.

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
04/03/12

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-023**

**A RESOLUTION AUTHORIZING SOUTH PENINSULA HOSPITAL TO ENTER INTO  
A FIVE-YEAR OPERATING LEASE TO EXPAND AND UPGRADE ITS PYXIS  
PHARMACY SYSTEM**

1 **WHEREAS**, South Peninsula Hospital currently uses the Pyxis Pharmacy System in the  
2 emergency room, acute care and pharmacy and would like to expand this system  
3 to include surgery, anesthesia, OB and long term care; and

4 **WHEREAS**, South Peninsula Hospital, Inc. ("SPH, Inc.") is proposing to enter into a five-year  
5 operating lease with CareFusion, the manufacturer of the Pyxis Pharmacy System,  
6 with payments of \$4,380 per month, which would allow the hospital to expand its  
7 system to include surgery, anesthesia, OB and long term care and upgrade the  
8 system currently in place; and

9 **WHEREAS**, SPH, Inc. will use funds generated from operations for the lease payments; and

10 **WHEREAS**, the Pyxis system will greatly enhance patient medication safety and prevent lost  
11 revenue; and

12 **WHEREAS**, per section 13e of the sublease and operating agreement between SPH, Inc. and  
13 the borough, all lease agreements costing in excess of \$100,000 or for more than a  
14 one year period must be approved by the borough assembly; and

15 **WHEREAS**, the South Peninsula Hospital Inc, board of directors at its March 28, 2012,  
16 meeting recommended \_\_\_\_\_; and

1 **WHEREAS**, the South Peninsula Hospital Service Area Board at its March 8, 2012, board  
2 meeting approved the proposed leasing of the equipment items;

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

5 **SECTION 1.** That South Peninsula Hospital, Inc. is authorized to enter into a five-year  
6 operating lease with CareFusion, with monthly payments of \$4,380 allowing the  
7 hospital to expand its Pyxis Pharmacy System to include surgery, anesthesia, OB  
8 and long term care and to upgrade the current system.

9 **SECTION 2.** This resolution shall become effective immediately upon enactment.

10 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
11 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520  
Toll-free within the Borough: 1-800-478-4441  
**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892  
[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE**  
**BOROUGH MAYOR**

### **MEMORANDUM**

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

**THRU:** Mike Navarre, Mayor *Mike Navarre*

**FROM:** Craig Chapman, Finance Director *C Chapman*

**DATE:** March 22, 2012

**SUBJECT:** Resolution 2012-<sup>023</sup>, authorizing South Peninsula Hospital to enter into a five-year operating lease to expand and upgrade its Pyxis Pharmacy system

South Peninsula Hospital currently uses a Pyxis medication dispensing machine in the emergency room, acute care and pharmacy. The hospital would like to expand this system to include surgery, anesthesia, OB and long term care. The hospital is requesting authorization to enter into a five-year operating lease with CareFusion, the makers of the Pyxis Pharmacy system, to upgrade its current system and expand it to include the new areas. The monthly lease payments would be \$4,380 paid for by funds generated from operations. This Pyxis system will greatly enhance patient medication safety and prevent lost revenue.

Per section 13e of the sublease and operating agreement, all lease agreements costing in excess of \$100,000 or for more than a one year period, must be approved by the borough assembly.

The South Peninsula Hospital Service Area Board at its March 8, 2012 meeting approved the lease to expand and upgrade the Pyxis Pharmacy system.

**To:** SPH Service Area Board  
**From:** Bob Letson, CEO  
**CC:**  
**Date:** March 6, 2012  
**Re:** Pyxis Lease Approval Request

---

Attached is a pro forma for a lease upgrade to our current Pyxis Pharmacy System.

Pyxis is a medication dispensing machine used in hospitals. The pharmacy fills and maintains the medications in the machine and when a nurse or other qualified member needs a certain medication, they can log into the computer connected with the block of small drawers and get the med they need. When the nurse needs, say Lidocaine, they log in and the computer causes the drawer that has Lidocaine in it to open, she takes what she needs and closes the drawer. Usually once a day the pharmacy will check the computer against what is actually in the drawer and refill as needed.

Currently, our Pyxis serves the Emergency Room, Acute Care and Pharmacy. This proposal would expand the system to incorporate Surgery, Anesthesia, OB and Long Term Care and upgrade the current areas.

The number one reason to obtain Pyxis equipment is for patient safety as Pyxis will separate look-alike and sound-alike drugs. Secondly, Pyxis produces inventory savings since it monitors inventory much more closely than a manual system. Lastly, it stops lost charges thereby creating additional revenue.

The lease payment of \$4,380 per month requires Service Area Board and Kenai Peninsula Borough Assembly approval. Further justification and a lease versus purchase comparison are attached.

Due to a clerical error, this resolution was not approved by the Operating Board of Directors at their last meeting, but the concept was approved by the Finance Committee and we anticipate its approval at the March 28 BOD meeting.

***Recommended Motion: Pass and adopt Resolution 12-04, approving lease agreement for Pyxis System.***

Introduced by:

Mayor

Date:

04/03/12

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-024**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE  
STREAM WATCH PROGRAM BETWEEN THE KENAI PENINSULA BOROUGH,  
UNITED STATES FOREST SERVICE/CHUGACH NATIONAL FOREST, KENAI  
NATIONAL WILDLIFE REFUGE, ALASKA DEPARTMENT OF NATURAL  
RESOURCES, CITY OF SOLDOTNA, CITY OF KENAI AND THE KENAI  
WATERSHED FORUM**

1 **WHEREAS,** the Stream Watch Program began in 1994 and utilizes volunteers to assist  
2 regulatory and land management agencies to protect and conserve natural and  
3 cultural resources through hands-on stewardship projects and peer-to-peer  
4 education; and

5 **WHEREAS,** volunteer efforts on the Upper Kenai and Russian River include providing  
6 education to the public on habitat and riparian protection, bear awareness, ethical  
7 angling techniques and agency regulations as well as mending habitat fences,  
8 maintaining signage and assisting on special projects as needed; and

9 **WHEREAS,** the Stream Watch Program intends to expand to other locations on the Kenai  
10 Peninsula to continue assisting cooperating agencies in stewardship objectives  
11 and public education; and

12 **WHEREAS,** the Stream Watch Memorandum of Understanding (MOU) provides for the Kenai  
13 Peninsula Borough (Borough) and other cooperating agencies to provide program  
14 oversight through steering committee representation including program evaluation  
15 and endorsement of an annual operating plan; and

1 **WHEREAS**, the MOU further provides for the Borough and other cooperating agencies to  
2 develop programmatic form and function, maintain open communication, and  
3 develop annual operations with the following mutual interests:

- 4 A. Maintain political neutrality and non-advocacy
- 5 B. Maintain hands-on restoration and education focus
- 6 C. Maintain a common purpose throughout jurisdictions
- 7 D. Foster reasonable consistency of messaging for users (recreationists)
- 8 E. Maintain and enhance volunteer workforce capacity
- 9 F. Make transitions and growth into other areas seamless to existing  
10 volunteers
- 11 G. Develop sound criteria for any expansion beyond established sites,  
12 and
- 13 H. Leverage relationships, collaboration and partnerships with  
14 government agencies, non-government organizations and private  
15 enterprise to sustain and promote the program; and

16 **WHEREAS**, the MOU does not require the Borough, or any other cooperating agency to  
17 obligate or transfer any funds, nor does it create any right, benefit, or trust  
18 responsibility; and

19 **WHEREAS**, participating in the MOU will allow the Borough to share planning resources with  
20 other cooperating agencies to help manage Borough rights-of-way, land and other  
21 interests affected by use and development along applicable Kenai Peninsula  
22 waterways;

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

1 **SECTION 1.** The attached Memorandum of Understanding between the Kenai Peninsula  
2 Borough, U.S. Forest Service/Chugach National Forest, Kenai Wildlife refuge,  
3 Alaska Department of Natural Resources, the City of Soldotna, City of Kenai, and  
4 Kenai Watershed Forum is hereby approved. The Mayor is authorized to execute  
5 the Memorandum of Understanding.

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

7 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
8 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:





## **KENAI PENINSULA BOROUGH**

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**MIKE NAVARRE**  
**BOROUGH MAYOR**

### **MEMORANDUM**

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

**FROM:** Mike Navarre, Borough Mayor *YN*

**DATE:** March 22, 2012

**SUBJECT:** Resolution 2012-024, approving a Memorandum of Understanding for the Stream Watch Program between the Kenai Peninsula Borough, United States Forest Service/Chugach National Forest, Kenai National Wildlife Refuge, Alaska Department of Natural Resources, City of Soldotna, City of Kenai and the Kenai Watershed Forum

The Kenai Watershed Forum requests the Kenai Peninsula Borough agree to a Memorandum of Understanding (MOU) with the Department of Natural Resources, U.S. Forest Service/Chugach National Forest, Kenai Wildlife Refuge, City of Soldotna, and City of Kenai to provide oversight of the Stream Watch Program through participation on a steering committee. The Stream Watch Program began in 1994 and utilizes volunteers to assist regulatory and land management agencies to protect and conserve natural and cultural resources through hands-on stewardship projects and peer-to-peer education. While the program is currently focused on the Russian and Upper Kenai Rivers, it is intended to expand to other areas within the Kenai Peninsula Borough. The MOU does not require the obligation or transfer of any funds, but requires the Borough to participate in a minimum of two steering committee meetings each year. It is anticipated that personnel from the Kenai River Center will participate on behalf of the Borough.

Your consideration is appreciated.

MEMORANDUM OF UNDERSTANDING  
AMONG  
THE CHUGACH NATIONAL FOREST 11-MU-11100400-121  
THE KENAI NATIONAL WILDLIFE REFUGE  
THE ALASKA DEPARTMENT OF NATURAL RESOURCES  
THE CITY OF SOLDOTNA  
KENAI PENINSULA BOROUGH  
THE CITY OF KENAI  
AND  
THE KENAI WATERSHED FORUM

WHEREAS, all parties signatory to this Memorandum of Understanding (MOU) recognize the importance of providing public recreational opportunities to the general public on public lands while protecting cultural and natural resources;

WHEREAS, the Stream Watch volunteer program has been proven successful at assisting natural resource management agencies specifically in areas of high popularity such as the Upper Kenai and Russian River area;

WHEREAS, successful volunteer efforts on the Upper Kenai and Russian Rivers include providing education to the public related to habitat and riparian area protection, bear awareness, ethical angling techniques, and agency regulations. In addition, on-the-ground stewardship projects such as mending habitat fences, maintaining signage, and assisting in special projects are completed as needed.

WHEREAS, the signatory parties under this agreement are expanding the Stream Watch program from the Kenai-Russian Rivers' confluence area to other selected locations on the Kenai Peninsula to assist the land managing agencies in stewardship objectives and in providing education to the public in a non-regulatory manner;

NOW, THEREFORE, BE IT RESOLVED THAT EACH OF THE SIGNATORY ENTITIES TO THIS MOU AGREE TO THE FOLLOWING:

1. **TERM.** This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
2. **NON-FUND OBLIGATION DOCUMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of

appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable laws. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

3. **STEERING COMMITTEE REPRESENTATION.** The Cooperators will provide program oversight through steering committee representation. The steering committee will meet no less than twice a year for program evaluation and to endorse an annual operations plan. The plan will identify need, funding and site logistics (i.e. location, timing, key messages & site projects). Upon agreement, the Cooperators in partnership with the Kenai Watershed Forum agree to implement the plan assigned, subject to funding and personnel, to the best of each cooperator's ability. An annual report will be developed by program personnel and provided to all Cooperators no later than December 1, of each year.
4. **PROGRAM INTERESTS.** The Cooperators will continue to work together to develop programmatic form and function, maintain open communication, and develop annual operations with the following mutual interests:
  - A. Maintain political neutrality and non-advocacy
  - B. Maintain hands on restoration and education focus
  - C. Maintain a common purpose throughout jurisdictions
  - D. Foster reasonable consistency of messaging for users (recreationists)
  - E. Maintain and enhance volunteer workforce capacity
  - F. Make transitions and growth into other areas seamless to existing volunteers
  - G. Develop sound criteria for any expansion beyond sites established in 2011
  - H. Leverage relationships, collaboration and partnerships with Government agencies, NGO's and private enterprise to sustain and promote the program.
5. **MODIFICATION.** Modifications within the scope of this MOU must be made by mutual consent of the Cooperators, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modifications should be made, in writing, at least 60 days prior to implementation of the requested change.
6. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.
7. **FREEDOM OF INFORMATION ACT.** Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

8. **TERMINATION.** Any of the parties, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.
9. **DEBARMENT AND SUSPENSION.** The Cooperators shall immediately inform the federal agencies if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the federal agencies without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
10. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
11. **NON-LIABILITY.** The Cooperators do not assume liability for any third party claims for damages arising out of this instrument.
12. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
13. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual cooperators are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the Parties hereto have executed this MOU as of the last date written below.

MEMORANDUM OF UNDERSTANDING  
 Between  
**The Chugach National Forest 11-MU-11100400-121**  
 The Kenai National Wildlife Refuge  
 The Alaska Department of Natural Resources  
 The City Of Soldotna  
 Kenai Peninsula Borough  
 The City Of Kenai  
 And  
 The Kenai Watershed Forum

Signatory for the **Chugach National Forest**:

\_\_\_\_\_  
 Terri Marceron, Forest Supervisor

\_\_\_\_\_  
 Date

**Principal Contacts:**

<b>Program Contact</b>	<b>Administrative Contact</b>
Name: Travis Moseley or Bobbie Jo Skibo Address: Po Box 390 City, State, Zip: Seward, AK. 99664 Telephone: 907-288-7739 FAX: 907-288-2002 Email: <a href="mailto:tmoseley@fs.fed.us">tmoseley@fs.fed.us</a> or <a href="mailto:bskibo@fs.fed.us">bskibo@fs.fed.us</a>	Name: Pam Wiese Address: 5985 Hwy K City, State, Zip: Rhinelander, WI 54501 Telephone: 715-362-1106 FAX: 715-362-1166 Email: <a href="mailto:pamwiese@fs.fed.us">pamwiese@fs.fed.us</a>

The authority and format of this agreement have been reviewed and approved for signature.

\_\_\_\_\_  
 PAMELA M. WIESE  
 U.S. Forest Service Grants & Agreements Specialist

MEMORANDUM OF UNDERSTANDING  
 Between  
 The Chugach National Forest 11-MU-11100400-121  
**The Kenai National Wildlife Refuge**  
 The Alaska Department of Natural Resources  
 The City Of Soldotna  
 Kenai Peninsula Borough  
 The City Of Kenai  
 And  
 The Kenai Watershed Forum

Signatory for the **Kenai National Wildlife Refuge**:

\_\_\_\_\_  
 Refuge Manager

\_\_\_\_\_  
 Date

**Principal Contacts:**

<b>Program Contact</b>	<b>Administrative Contact</b>
Name: Janet Schmidt Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

MEMORANDUM OF UNDERSTANDING  
 Between  
 The Chugach National Forest 11-MU-11100400-121  
 The Kenai National Wildlife Refuge  
**The Alaska Department of Natural Resources**  
 The City Of Soldotna  
 Kenai Peninsula Borough  
 The City Of Kenai  
 And  
 The Kenai Watershed Forum

Signatory for the **Alaska Department of Natural Resources:**

\_\_\_\_\_  
 Commissioner

\_\_\_\_\_  
 Date

**Principal Contacts:**

<b>Program Contact</b>	<b>Administrative Contact</b>
Name: Jack Sinclair Address: PO Box 1247 City, State, Zip: Soldotna, AK 99669 Telephone: 907-262-5581 ext 1 FAX: Email: jack.sinclair@alaska.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

MEMORANDUM OF UNDERSTANDING  
 Between  
 The Chugach National Forest 11-MU-11100400-121  
 The Kenai National Wildlife Refuge  
 The Alaska Department of Natural Resources  
**The City Of Soldotna**  
 Kenai Peninsula Borough  
 The City Of Kenai  
 And  
 The Kenai Watershed Forum

Signatory for the **City Of Soldotna**:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

**Principal Contacts:**

<b>Program Contact</b>	<b>Administrative Contact</b>
Name: Andrew Carmichael Address: City, State, Zip: Telephone: FAX: Email:	Name: Larry Semmens Address: 177 N. Birch City, State, Zip: Soldotna AK, 99669 Telephone: (907) 262-9107 xtn 1227 FAX: Email: <a href="mailto:lsemmens@ci.soldotna.ak.us">lsemmens@ci.soldotna.ak.us</a>



MEMORANDUM OF UNDERSTANDING  
 Between  
 The Chugach National Forest 11-MU-11100400-121  
 The Kenai National Wildlife Refuge  
 The Alaska Department of Natural Resources  
 The City Of Soldotna  
**Kenai Peninsula Borough**  
 The City Of Kenai  
 And  
 The Kenai Watershed Forum

Signatory for the **Kenai Peninsula Borough**:

\_\_\_\_\_  
 Mayor \_\_\_\_\_  
 Date

**Principal Contacts:**

<b>Program Contact</b>	<b>Administrative Contact</b>
Name: John Mohorcich Address: City, State, Zip: Telephone: (907) 714-1462 FAX: Email: jmohorci@borough.kenai.ak.us	Name: Address: City, State, Zip: Telephone: FAX: Email:

MEMORANDUM OF UNDERSTANDING  
 Between  
 The Chugach National Forest 11-MU-11100400-121  
 The Kenai National Wildlife Refuge  
 The Alaska Department of Natural Resources  
 The City Of Soldotna  
 Kenai Peninsula Borough  
**The City Of Kenai**  
 And  
 The Kenai Watershed Forum

Signatory for the **City of Kenai**:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

**Principal Contacts:**

<b>Program Contact</b>	<b>Administrative Contact</b>
Name: Bob Frates Address: 210 Fidalgo Ave. City, State, Zip: Kenai, AK 99611 Telephone: (907) 283-3692 FAX: Email: bfrates@ci.kenai.ak.us	Name: Rich Koch, City Manager Address: 210 Fidalgo Ave. City, State, Zip: Kenai, AK 99611 Telephone: (907) 283-8222 FAX: Email: rkoch@ci.kenai.ak.us

**MEMORANDUM OF UNDERSTANDING**  
 Between  
 The Chugach National Forest 11-MU-11100400-121  
 The Kenai National Wildlife Refuge  
 The Alaska Department of Natural Resources  
 The City Of Soldotna  
 Kenai Peninsula Borough  
 The City Of Kenai  
 And  
**The Kenai Watershed Forum**

Signatory for the **Kenai Watershed Forum**:

\_\_\_\_\_

President

\_\_\_\_\_

Date

**Principal Contacts:**

<b>Program Contact</b>	<b>Administrative Contact</b>
Name: Robert Ruffner Address: PO Box 2937 City, State, Zip: Soldotna AK 99669 Telephone: (907) 260-5449 FAX: (907) 260-5412 Email: robert@kenaiwatershed.org	Name: Rhonda Orth Address: PO Box 2937 City, State, Zip: Soldotna AK 99669 Telephone: (907) 260-5449 FAX: : (907) 260-5412 Email: rhonda@kenaiwatershed.org



### *Volunteers Making a Difference on the Kenai Peninsula*

Greetings,

Thank you for your commitment to being a part of the Stream Watch Program in 2011. Beginning in 1994, volunteers have dedicated thousands of hours protecting and conserving the important natural and cultural resources on the Russian and upper Kenai River through assisting in hands-on stewardship projects and peer-to-peer education. In 2011, the great work of Stream Watch successfully expanded to include all of you as new partners.

2011 was a great year for advancing mutual goals for stream resource protection and the program at new locations was well received by the public. As we look forward to 2012 and beyond, taking the next steps to formalize the partnership will help each of us show support for the program. One of the tools that can help us formalize and document our partnership is a Memorandum of Understanding (MOU). The language in the attached MOU has been vetted by all parties and is now ready for signature. It is noteworthy that this MOU contains a strong non-obligation clause that is important to all parties as we all conduct our business and carry out our public-trust duties with autonomy. The MOU document will help demonstrate to potential funders and future partners that we are cooperatively working together and that there is a process in place for program administration and accountability. The steering committee process outlined in section 3 of the document is critical to ensuring that all partners are represented and that the program expansion is managed in an optimal manner, considering all factors among the partners.

It is significant that we document our agreement that this program has great potential to continue to be mutually beneficial if we continue to work together and maintain open communication and the following interests:

- Maintain political neutrality and non-advocacy
- Maintain hands on restoration and education focus
- Maintain a common purpose throughout jurisdictions
- Foster reasonable consistency of messaging for users (recreationists)
- Maintain and enhance volunteer workforce capacity
- Make transitions and growth into other areas seamless to existing volunteers
- Develop sound criteria for any expansion beyond sites established in 2011
- Leverage relationships, collaboration and partnerships with Government agencies, NGO's and private enterprise to sustain and promote the program.

If you have any questions or concerns we encourage you to contact either of us and again we look forward to another great year in 2012!

Sincerely,

Robert Ruffner, Kenai Watershed Forum  
(907) 260-5449 xtn 1204

Travis G. Moseley, Chugach National Forest  
(907) 288-7730

Chugach National Forest, Kenai National Wildlife Refuge, City of Soldotna, City of Kenai, Alaska Department of Natural Resources (Division of Parks and Recreation, Division of Parks & Mining, Land, & Water), the Kenai Peninsula Borough and the Kenai Watershed Forum.

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
04/03/12

**KENAI PENINSULA BOROUGH  
REOLUTION 2012-025**

**A RESOLUTION CLASSIFYING CERTAIN BOROUGH LAND LOCATED IN THE  
TRADING BAY AREA AS RESOURCE DEVELOPMENT PURSUANT TO  
KPB 17.10.080**

1 **WHEREAS,** the Kenai Peninsula Borough has management authority and is awaiting patent to the  
2 subject land; and

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

5 **WHEREAS,** public notice was published and notification was sent to land owners and/or  
6 leaseholders of record within a one-half mile radius of the land proposed for  
7 classification, departments, applicable agencies, and interested parties; and

8 **WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting  
9 of March 12, 2012, recommended approval by unanimous consent;

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

12 **SECTION 1.** Based on the findings of fact, analysis, and conclusions contained in the staff report  
13 of February 9, 2012, the following described borough land shall be classified as  
14 follows:

PARCEL NO.	GENERAL LOCATION	LEGAL DESCRIPTION	ACRES	CLASSIFICATION
A portion of 211-250-31	Trading Bay	E1/4SE1/4, E1/2NE1/4NW1/4SE1/4, SE1/4NW1/4SE1/4, E1/2NE1/4SW1/4SE1/4, NE1/4SE1/4SW1/4SE1/4, N1/2NW1/4SE1/4SE1/4, SW1/4NW1/4SE1/4SE1/4; Section 25, T9N, R15W, Seward Meridian, Anchorage Recording District	40±	Resource Development

- 1 **SECTION 2.** This resolution shall take effect immediately upon adoption.
- 2 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**
- 3 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

Planning Department • Land Management Division  
144 North Binkley Street • Soldotna, Alaska 99669-7520  
**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378  
Toll-free within the Borough: 1-800-478-4441, Ext. 2200  
[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE**  
**BOROUGH MAYOR**

### **MEMORANDUM**

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

**THRU:** Mike Navarre, Mayor *mn*  
Max Best, Planning Director *mb*  
Marcus Mueller, Land Management Officer *mm*

**FROM:** Keith Snarey, Land Management Agent *ks*

**DATE:** March 22, 2012

**SUBJECT:** Resolution 2012-025 Classifying Borough Land located near Trading Bay  
as Resource Development

Pursuant to 17.10.080 classification provides direction on how the Borough should manage its land. The land management division has identified a 40-acre parcel for the development of a new gravel site in the Trading Bay area. Test holes were drilled on the subject land indicating a quality gravel source. This area has few sources for gravel and will provide viable economic benefit. A resource development classification is appropriate for lands managed for gravel resources.

Pursuant to KPB Chapter 17.10.080 public notice was published and notification was sent by regular mail on February 14, 2012, to all owners and/or leaseholders of record within a one-half mile radius of the 40 ± parcel proposed for classification. Notice was also sent to all KPB agencies. The notice consists of a cover letter, map, and list of land classification definitions.

The Planning Commission reviewed the subject resolution during their regularly scheduled March 12, 2012 meeting. A motion passed by unanimous consent to recommend approval of the resolution. Attached are the unapproved minutes of the subject portion of the meeting.

AGENDA ITEM F. PUBLIC HEARINGS

2. Proposed Resource Development Classification of approximately 40 acres of Borough land located on the Kustatan Ridge located on the west side of Cook Inlet between the McArthur and Kustatan River drainages. Within Section 25, T9N, R15W, S.M., Alaska, Pursuant to KPB Code of Ordinances, Chapter 17.10.080(F)

Staff Report given by Marcus Mueller

PC Meeting: March 12, 2012

**Petitioner:** Kenai Peninsula Borough, Alaska

**Basis for Classification:** The Borough Land Management Division has identified a 40-acre parcel for the development of a new gravel site on the Kustatan Ridge. As per KPB Code of Ordinances 17.10.080, parcels appropriate for Resource Development may be then considered for development purposes. A gravel source will be beneficial to oilfield industry development in the region. Test holes were drilled on the subject land indicating an available gravel source was present.

**Current Classification:** Subject land is not classified (undesignated)

**Proposed Classification: "Resource Development"** means land containing resources of sufficient volume and quality and located so that on-going development or production of those resources would yield an overall net economic return. Lands so classified may be sold or leased subject to appropriate restrictions concerning operations or future reclamation. Lands so classified may be retained by the borough and resources on those lands may be sold or permitted for use.

**Description of Borough Land Proposed for Classification:** T. 9 N., R. 15 W., S.M.,

Section 25: W1/2W1/2NE1/4SE1/4, E1/2NE1/4NW1/4SE1/4,  
SE1/4NW1/4SE1/4, E1/2NE1/4SW1/4SE1/4,  
NE1/4SE1/4SW1/4SE1/4, N1/2NW1/4SE1/4SE1/4,  
SW1/4NW1/4SE1/4SE1/4;

Containing approximately 40.00 acres, more or less.

**Public Notice:** Public notice was published in the Peninsula Clarion Newspaper, February 10 and February 12, 2012; notices were sent by regular mail to all owners and/or leaseholders of record within a one-half mile radius of the land proposed for classification; and, notice was sent to applicable agencies, and interested parties. The notices consisted of a cover letter, map, and list of land classification definitions. Written public comments were requested to be returned by 5:00 p.m., March 12, 2012.

**Public Comment:** As of the writing of this report, no written comments were received.

**Department / Agency Review:** Written comments were received from the following agencies:

- No comments received.

**Findings of Fact:**

1. **Land Status:** The Borough has Management Authority for subject land. The subject lands have been surveyed and Land Management is awaiting Patent from the State of Alaska.
2. **Topography:** The elevation varies between 200' – 250'. The topography appears to be glacial moraines with steep to moderately steep slopes. The low lying areas between the moraines tend to be wet muskeg or ponds. Vegetation consists of dense alders with sparse birch and white spruce. Wooded areas are mostly covered with dead standing beetle kill spruce. An unnamed creek runs parallel to the northern boundary of subject land.



3. Land Use: Surrounding land use within one-half of a mile of the subject land is undeveloped Borough lands; the southern boundary of the subject land has a 50' private pipeline ROW, ADL 33333; Trading Bay Facility is approximately 2 miles south and east of the subject land. Based on the West Side Development Plan from 2006 this area would have a future rural/recreational land use.
4. Surrounding Land Ownership: Surrounding land ownership includes Borough, State of Alaska, and Unocal.
5. Access: Remote seasonal winter access with heavy equipment.
6. Utilities: No utilities are currently installed on the subject land.
7. Soil: In April of 2005 a soil investigation was conducted along the Kustatan Ridge. A test hole log was generated to locate potential materials sources for road, runway, and site development. The subject land has a total of six test hole logs from that investigation. Test holes for this area revealed approximately four feet (4') of silt/organic overburden then into silty, sandy gravels with an overall average depth of seven feet (7').

**Analysis:** Calculations reveal that the subject land would yield over 400,000 CY of gravel.

**Conclusions:** The Borough has approximately 9,400 acres at Trading Bay/Kustatan Ridge. This site lends itself to the development of gravel resources. The development of subject land for the extraction of gravel resources will be beneficial for economic development, oilfield industry development, and future development of Kustatan Ridge.

**Staff Recommendation:** Based on the findings of fact and conclusions, KPB staff recommends that the KPB Planning Commission recommend adoption of the resolution classifying subject land as Resource Development as follows:

Parcel No	Description	Acres	Classification
A portion of 211-250-31 As shown on Attachment A	W1/2 W1/2 NE1/4 SE1/4, E1/2 NE1/4 NW1/4 SE1/4, SE1/4 NW1/4 SE1/4, E1/2 NE1/4 SW1/4 SE1/4, NE1/4 SE1/4 SW1/4 SE1/4, N1/2 NW1/4 SE1/4 SE1/4, SW1/4 NW1/4 SE1/4 SE1/4  Section 25, T9N, R15W, Seward Meridian, Anchorage Recording District	40±	Resource Development

See also Attachment 'A' of the Resolution.

END OF STAFF REPORT

Chairman Bryson opened the meeting for public comment. Seeing and hearing no one wishing to speak, Chairman Bryson closed the public comment period and opened discussion among the Commission.

**MOTION:** Commissioner Carluccio moved, seconded by Commissioner Holsten to recommend approval of KPB Resolution 2012-\_\_\_; Resolution classifying certain Borough land located in the Trading Bay area as Resource Development pursuant to KPB Code of Ordinances, Chapter 17.10.080.

Commissioner Isham thought this was a perfect place for a gravel pit. Commissioner Holsten didn't know there was a perfect place for a gravel pit.

Commissioner Holsten asked if the unnamed creek was a year round creek and asked if it was anadromous. She also asked if any of the 40 acres in the marshy area could be considered a wetland. Mr. Mueller replied that the property was recently surveyed and the State, in its survey instructions requires that the surveyor look at the streams and anything that can be considered public water. Then DNR requires easements and deals with it separately. He stated it did not meet that criterion so it is most likely very small in nature. The material site is designed to avoid wetlands and streams.

Commissioner Tauriainen believed that it is written in the unwritten code that anytime nobody complains about a gravel pit, it is deemed a perfect gravel pit. He supported the motion.

Commissioner Lockwood commented it's not in his backyard.

**VOTE:** The motion passed by unanimous consent.

BRYSON YES	CARLUCCIO YES	COLLINS ABSENT	ECKLUND YES	FOSTER YES	GROSS YES	HOLSTEN YES
ISHAM YES	LOCKWOOD YES	MARTIN YES	RUFFNER ABSENT	TAURIAINEN YES		10 YES 2 ABSENT

**AGENDA ITEM F. PUBLIC HEARINGS**

- Ordinance 2012-\_\_\_, Amending KPB 21.18 - Anadromous Streams Habitat Protection to permit certain structures in tidally inundated areas, conditionally permit certain structures within the Habitat Protection District, and add definitions

Staff Report given by John Mohorcich

PC Meeting: 3/12/12

The borough is in the process of a phased implementation of the addition of numerous streams which were added to the Anadromous Streams Habitat Protection district. Implementation Phase 2 encompassing most of the Kenai Peninsula is scheduled to take effect on May 1, 2012.

These added areas have brought to light issues with small pre-existing parcels that have seen their development rights unduly restricted due to the greater part of the parcel being in the Habitat Protection District and consequently have a limited area that could be developed. This condition has existed along the Kenai River and a few other areas for some time.

This ordinance allows, through the conditional use process, some development to occur within the Habitat Protection District when certain standards are met. By defining a conditional use for use by property owners, staff and the Planning Commission, I believe we will add a fair process allowing additional development which will relieve some of the burden for small lot property owners.

A standard of development is proposed that the parcels be served by a public sewer system to insure that waste water is properly disposed and streamside water quality is protected. A further condition brings into play city permitting processes in order to provide a more local influence on the development.

I believe it is important that borough regulations do not unreasonably restrict development rights and more particularly, do not eliminate development rights.

Your consideration of this ordinance will be appreciated.

**END OF STAFF REPORT**

Chairman Bryson opened the meeting for public comment. Seeing and hearing no one wishing to speak, Chairman Bryson closed the public comment period and opened discussion among the Commission.



**Proposed Classification**

-  Pipelines
-  Resource Development

Kustatan Ridge  
 Section 25, T9N, R15W  
 Parcel No. 211-250-31



KRS 2/7/12

Introduced by:

Mayor

Date:

04/03/12

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-026**

**A RESOLUTION AUTHORIZING THE BOROUGH, ON BEHALF OF THE SOUTH  
KENAI PENINSULA HOSPITAL SERVICE AREA, TO ENTER INTO THREE LEASE  
AGREEMENTS FOR MEDICAL OFFICE SPACE LOCATED IN HOMER, ALASKA,  
AND AUTHORIZING AN AMENDMENT TO THE SUBLEASE AND OPERATING  
AGREEMENT WITH SOUTH PENINSULA HOSPITAL, INC. TO INCLUDE THESE  
LEASES**

1 **WHEREAS,** South Peninsula Hospital is subleased and operated by South Peninsula Hospital, Inc.  
2 (SPH, Inc.) under the Sublease and Operating Agreement (SLOA) for South  
3 Peninsula Hospital dated March 3, 2008; and

4 **WHEREAS,** the SPH, Inc. administration has identified two buildings with office space for lease  
5 in close proximity to the South Peninsula Hospital campus that are available and  
6 suitable for medical clinics to support operations of the hospital and a third facility  
7 with space for lease that is suitable for administrative offices; and

8 **WHEREAS,** three leases are being negotiated including (1) a five-year lease of a 4,904 square  
9 foot building with two one-year renewal options, a first right of refusal and option to  
10 purchase; (2) a five-year lease of approximately 1,500 square feet of clinical space;  
11 and (3) a two-year lease of business office space, all of which are located in Homer;  
12 and

13 **WHEREAS,** this resolution does not authorize the purchase of the leased property, nor does the  
14 execution of the lease obligate KPB to purchase the leased property; and

1 **WHEREAS**, pursuant to the SLOA the Kenai Peninsula Borough (KPB) may enter into the leases  
2 on behalf of the South Kenai Peninsula Hospital Service Area and subsequently  
3 sublease them to SPH, Inc.; and

4 **WHEREAS**, paragraph 31 of the SLOA authorizes the assembly to approve amendments to the  
5 SLOA by resolution; and

6 **WHEREAS**, pursuant to KPB 17.10.040, assembly approval of the acquisition of interests in lands  
7 shall be by resolution upon receipt of a planning commission recommendation; and

8 **WHEREAS**, the SPH, Inc. Board at its regularly scheduled meeting of February 8, 2012,  
9 recommended approving a 10-year lease of 4,904 square foot building along with  
10 other acquisitions; and

11 **WHEREAS**, the South Kenai Peninsula Hospital Service Area Board at its regularly scheduled  
12 meeting of February 9, 2012, recommended approval of SPH, Inc. Resolution 12-01  
13 by unanimous consent; and

14 **WHEREAS**, the KPB Planning Commission at its regularly scheduled meeting of March 26, 2012,  
15 recommended \_\_\_\_\_;

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

18 **SECTION 1.** That the borough is authorized to lease from Paradox Building Management, LLC,  
19 4,904 sq. ft. of office space located at 4136 Bartlett Street, Homer, Alaska 99603,  
20 situated within the property described as follows:

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

4 The lease term shall be five years with two one-year renewal options. Monthly  
5 rental shall be \$9,808 during the primary term of the lease.

6 **SECTION 2.** That the borough is authorized to lease approximately 1,500 square feet of the  
7 office space located at 4117 Bartlett Street, Homer, Alaska 99603, situated within  
8 the property described as follows:

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

12 The lease term shall be five years with monthly rental of \$3,000.

13 **SECTION 3.** That the borough is authorized to lease office space located at 309 W. Fairview,  
14 Homer, Alaska 99603, situated within the property described as follows:

15 Lot 14 Block 4, Fairview Subdivision, as shown on Plat No. 56-  
16 2936, Homer Recording District, Third Judicial District, State of  
17 Alaska.

18 The lease term shall be for two years with a monthly rental of \$1,500.

19 **SECTION 4.** The purpose of these acquisitions is to provide medical clinic space and other  
20 hospital related uses.

- 1 **SECTION 5.** Exercise of the option to purchase is subject to separate authorizations, including  
2 those required under KPB 17.10 and the appropriation and availability of funds.
- 3 **SECTION 6.** That pursuant to KPB 17.10.080 (C), no land classification is proposed for this rental  
4 property.
- 5 **SECTION 7.** That the mayor is authorized to execute lease agreements as described in this  
6 resolution, and an amendment to the Sublease and Operating Agreement (SLOA)  
7 with South Peninsula Hospital, Inc. substantially in the form of the agreements  
8 attached hereto and incorporated herein by reference, and to make any other  
9 agreements deemed necessary in accordance with this resolution. The amendment  
10 revises Section 2 of the SLOA to provide a description of the property listed in this  
11 resolution as subleased property subject to the terms and conditions of the KPB lease  
12 and the remaining provisions of the SLOA. If the SLOA terminates during the term  
13 of the lease the borough may sublet the property to another entity subject to approval  
14 of the owner. Additionally, the lease term shall be subject to the appropriation and  
15 availability of funds.
- 16 **SECTION 8.** That expenditures for the lease will be paid by SPH, Inc. for the term of the Sublease  
17 and Operating Agreement, including any extension or renewal thereof, or until the  
18 lease is terminated, whichever occurs first.
- 19 **SECTION 9.** That this resolution takes effect immediately upon its adoption.

1 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
2 **DAY OF APRIL, 2012.**

---

Gary Knopp, Assembly President

ATTEST:

---

Johi Blankenship, Borough Clerk

Yes:

No:

Absent:





## KENAI PENINSULA BOROUGH

Planning Department • Land Management Division  
144 North Binkley Street • Soldotna, Alaska 99669-7520  
**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378  
Toll-free within the Borough: 1-800-478-4441, Ext. 2200  
[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

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

**THRU:** Mike Navarre, Mayor *MN*  
Craig C. Chapman, Finance Director *C Chapman*  
Max Best, Planning Director *MCM for MB*

**FROM:** Marcus A. Mueller, Land Management Officer *MAM*

**CC:** Judith C. Lund, Chair, South Kenai Peninsula Hospital Service Area Board

**DATE:** March 22, 2012

**SUBJECT:** Resolution 2012-026, Authorizing the Borough, on Behalf of the South Kenai Peninsula Hospital Service Area, to Enter into Three Lease Agreements for Medical Office Space Located in Homer, Alaska, and Authorizing an Amendment to the Sublease and Operating Agreement with South Peninsula Hospital, Inc. to Include these Leases

The SPH, Inc. administration has determined that additional space is needed consistent with its strategic plan to provide services that increase utilization of SPH as a first choice medical facility and service point in the Service Area. It has identified 4,904 sf. ft. of office space for lease in close proximity to the South Peninsula Hospital campus that is available and suitable for a medical clinic to support operations of the hospital. The proposed lease is for a total of seven years and also contains a right of first refusal and option to purchase. This provision provides the borough with the opportunity to consider purchasing the property in the event that a third party offers to buy the property from the Lessor during the term of the lease. This resolution does not however authorize any future purchase of the property nor does the lease obligate the borough to purchase the property in any event.

Additionally SPH, Inc. is negotiating a 5-year lease of an additional 1,500 square feet of clinical space and a two-year lease of office space. The leased property would be sublet to SPH, Inc., and SPH, Inc. would be responsible for the costs associated with the leases. An amendment to the Sublease and Operating Agreement will be provided that would effect this transfer.

Attached for your consideration is a resolution authorizing both the medical office space lease and an amendment to the sublease and operating agreement with SPH, Inc.

**SECOND AMENDMENT TO THE SUBLEASE AND OPERATING  
AGREEMENT FOR SOUTH PENINSULA HOSPITAL**

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

WHEREAS, effective March 3, 2008, the parties entered into a sublease and operating agreement for South Peninsula Hospital; and

WHEREAS, the lease and operating agreement in Section 2 lists the subleased facilities; and

WHEREAS, in Resolution 2012-\_\_\_\_ the Kenai Peninsula Borough assembly authorized the lease of certain real property for hospital uses; and

WHEREAS, it would be appropriate to list the acquired property in the sublease and operating agreement to clarify that it is also subleased to and will be operated by SPH, Inc.; and

WHEREAS, in Resolution 2012-\_\_\_\_ the KPB assembly authorized the mayor to amend the sublease and operating agreement to include this additional property;

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

1. That Section 2 of the Sublease and Operating Agreement is hereby amended to read as follows:
2. DESCRIPTION OF LEASED FACILITIES. Lessor leases the following described property to the Lessee/Operator ( the Medical Facilities) for the term of this agreement and any extension thereof:
  - a. The South Peninsula Hospital and its grounds, located at 4300 Bartlett Street, Homer, Alaska, owned by the City of Homer, more particularly described as:

Tract A-1, South Peninsula Hospital Subdivision 2005 Addition, filed under Plat No. 2006-38 Homer Recording District, Third Judicial District, State of Alaska.
  - b. The following property and buildings owned by the Borough, more particularly described as:

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

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

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

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

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

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

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

- f. office space located at 309 W. Fairview, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 14 Block 4, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

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

The Medical Facilities include all fixtures and appurtenances thereto as of the effective date of this Agreement or which may be added pursuant to this Agreement. The Parties acknowledge that the sublease of the portion of property owned by the City of Homer, described in subparagraph (a) above, to SPHI is subject to consent by the City of Homer, which consent may not be unreasonably withheld. The parties agree to cooperate in seeking such consent upon execution of this Agreement.

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

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

\_\_\_\_\_  
Mike Navarre  
Borough Mayor

\_\_\_\_\_  
Julie Woodworth  
President, SPH, Inc. Board of Directors

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Bernadette Wilson  
SPH, Inc., Board Secretary

ACKNOWLEDGMENTS

STATE OF ALASKA            )  
  )  
THIRD JUDICIAL DISTRICT )    ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012 by Mike Navarre, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

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

STATE OF ALASKA            )  
  )  
THIRD JUDICIAL DISTRICT )    ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012 by Julie Woodworth, President, South Peninsula Hospital, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

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

**MEDICAL CLINIC LEASE AGREEMENT**  
**(With Right of First Refusal and Option to Purchase)**

THIS MEDICAL CLINIC LEASE AGREEMENT ("Lease") is entered by and between PARADOX MANAGEMENT, LLC d.b.a. PARADOX BUILDING MANAGEMENT, LLC, an Alaska limited liability company, whose address is PO BOX 894, HOMER, AK 99603 ("Lessor"), and KENAI PENINSULA BOROUGH, an Alaska Municipal Corporation, whose address is 144 N. Binkley St., Soldotna, AK 99669, on behalf of SOUTH PENINSULA SERVICE AREA ("SKPHSA"), hereinafter referred to as either "KPB" or "Lessee."

**1. DEFINITIONS AND TERMS**

- 1.1 **Lessor:** PARADOX MANAGEMENT, LLC d.b.a. PARADOX BUILDING MANAGEMENT, LLC.
- 1.2 **Lessee/Sublessor:** KENAI PENINSULA BOROUGH.
- 1.3 **Sublessee:** SOUTH PENINSULA HOSPITAL, INC.
- 1.4 **Lease Execution Date:** \_\_\_\_\_.
- 1.5 **Term:** Five (5) years.
- 1.6 **Commencement Date:** \_\_\_\_\_.
- 1.7 **Expiration Date:** \_\_\_\_\_.
- 1.8 **Building:** Medical Clinic Building  
4136 Bartlett Street  
Homer, Alaska 99603.
- 1.9 **Land:** The real property described in Section 2.1.
- 1.10 **Rent:** a) **Annual Rent:** \$117,696.00.  
b) **Monthly Rent:** \$2.00 per s.f., 4,904 s.f., for \$9,808.00 per month.
- 1.11 **Premises/Leased Premises:** The land and building, including appurtenances, described in Section 2.1.
- 1.12 **Permitted Use:** The Leased Premises will be used by SOUTH PENINSULA HOSPITAL, INC., an Alaska non-profit corporation, and Lessee's permitted Sublessee, for the operation and conduct of a Medical Clinic for the benefit of KPB and the SKPHSA.
- 1.13 **KPB:** The Kenai Peninsula Borough, a municipal corporation.

- 1.14 **KPB Assembly:** The Assembly of the Kenai Peninsula Borough.
- 1.15 **SKPHSA:** The South Kenai Peninsula Hospital Service Area.

2. **PREMISES**

- 2.1 **Leased Premises.** Lessor hereby leases to Lessee/Sublessor, and Lessee/Sublesor hereby leases from Lessor; and Lessor consents to Lessee/Sublessor subleasing to Sublessee; and Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the following described Leased Premises:

The Medical Clinic Building that is situated on the real property, and the real property described as follows:

**T 6S R 13W SEC 18 Seward Meridian HM 0850028 FAIRVIEW SUB NO 11 LOT 2-A BLK 5**

Street address: 4136 Bartlett Street, Homer, Alaska 99603

Assessor's Parcel No.: 17506212;

Hereinafter referred to as "Leased Premises."

3. **TERM, RENEWALS, HOLDING OVER, AND SURRENDER OF PREMISES**

- 3.1 **Commencement of Term; Term.** The Term shall begin on the Commencement Date, \_\_\_\_\_. The Term shall be for a period of five (5) years from the Commencement Date, ending on \_\_\_\_\_, subject to 3.1(a) and to §14 RIGHT OF FIRST REFUSAL, OPTION TO PURCHASE below.

- (a) **Subject to KPB Assembly Approval and Annual Appropriation of Funds.** This Lease is subject to KPB Assembly approval and to the annual appropriation and availability of funds. In the event that the KPB Assembly fails to approve this Lease or is required to appropriate funds for the Rent payments and fails to annually appropriate funds for the obligations due under this Lease, then the Borough may provide ninety (90) days' written notice of termination and this Lease will terminate. Termination is effective immediately upon expiration of the ninety days' notice period without penalty.

- 3.2 **Renewal Options.** Provided that this Lease is in full force and effect and Lessee and Sublessee are not in default hereunder, Lessee and Sublessee shall have the right and option to renew this Lease for two (2) successive Additional Terms, with each individual Additional Term being a period of one year, and under the same terms, conditions, and provisions herein for the original Term of the Lease, except for Rent. The renewal options to be effective must be exercised by the Lessee and/or Sublessee by written notice to Lessor in the form and manner provided in §15.4 at least six (6) months prior to the commencement date of the renewal term.

**3.3 Holding Over.** Any holding over after the expiration of the term of this Lease, without a signed lease agreement, shall be construed to be a tenancy from month to month, at the monthly rental applicable to the rent due for the last month under this Lease Agreement, and may not exceed six (6) months' holdover period without execution of an extension, renewal, or replacement lease agreement. The provisions of this Section do not exclude Lessor's rights of reentry or any other right hereunder.

**3.4 Surrender of Premises.** Upon the expiration of or prior termination of this Lease, the Lessee and Sublessee shall remove all property of the Lessee and Sublessee from the leased premises, except plumbing and other fixtures and leasehold renovations, alterations, and improvements which may have been installed by the Lessee or Sublessee and except as otherwise provided in this Lease, and shall repair any damage caused by removal of any property which they are permitted to remove, and shall surrender the leased premises to the Lessor "broom clean" in as good order and condition as they were upon Sublessee commencing business, or were placed by Lessee or Sublessee thereafter, ordinary wear and tear and loss by fire or other unavoidable casualty excepted. Any property left on the premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee or Sublessee.

(a) During the final four (4) months of the Lease's Term, Lessor shall be permitted to show prospective tenants the leased premises upon giving the Lessee and its Sublessee at least twenty-four (24) hours' prior notice.

**4. RENT, OTHER FINANCIAL OBLIGATIONS, SECURITY DEPOSIT AND COMPLIANCE**

**4.1 Rent.** Monthly Rent shall be paid monthly in advance, on the first (1<sup>st</sup>) day of each month, without notice or demand, at the address of Lessor, or at such other place as Lessor shall from time to time designate in writing. In the event the Lessee fails to pay any monthly installment of rent within twenty (20) days of the due date of such installment, Lessee shall pay in addition to such rent due a late charge of \$30.00. Furthermore, Lessee shall pay interest, assessed at the Federal Discount Rate but not exceeding 1.0% per month, on all delinquent unpaid rent after 30 days of the day the monthly installment was due. Such interest shall be calculated from the due date of the installment until the date received by Lessor.

(a) Sublessee may perform Lessee's obligation to pay rent to Lessor.

(b) **Renewal Rent.** For each renewal option exercised under §3.2 above, the Annual Rent, and the corresponding Monthly Rent, shall be adjusted to the then existing fair market value by mutual agreement of the parties based

upon the opinion of a real estate broker who does business in Homer, Alaska, which agreements shall be amendments or addenda to this Lease signed by the parties. If the parties are unable to agree upon a rent adjustment for any such one year period utilizing the opinion of a real estate broker, then the parties will agree upon a qualified appraiser who will determine fair market value for the Annual Rent and the corresponding Monthly Rent. In that event, the appraiser's determination shall be documented in an amendment or addendum to this Lease that is executed by the parties. The parties agree that if an appraisal is obtained, then Lessor and Sublessee shall each pay 50% of the cost of the appraisal.

**4.2 Security Deposit.** The Lessee or Sublessee shall deposit with the Lessor upon execution of this Lease the sum of \$1,000.00 in cash as security for the payment of rent provided herein and for the observance and performance by Lessee and Sublessee of all of the terms, provisions, and conditions of this Lease on its part to be kept and performed; and further to indemnify the Lessor for any loss, costs, fees and expenses which the Lessor may incur by reason of any default by the Lessee. The Lessor shall repay to the depositing Lessee or Sublessee the security deposit or any balance thereof upon the termination or expiration of the Term of this Lease or any extension thereof, either (1) by crediting the same on account of payment of the rent for the last month of the Lease or additional term, as the case may be; or (2) refunding the security deposit to depositing Lessee or Sublessee, net or less any loss, costs, fees and expenses which the Lessor may incur by reason of any default by the Lessee or Sublessee. In the event of any failure in the payment of rent or other sum, or of any default by the Lessee or Sublessee in the performance of the terms, provisions, and conditions of this Lease, the Lessor shall have the right to apply the security deposit against any loss, costs, fees, and expenses caused thereby. The security deposit shall bear no interest.

(a) Sublessee may perform Lessee's obligation to pay the security deposit to Lessor.

**4.3 Compliance with Anti-Kickback & Stark Laws Requirements.** The purpose of this Lease is to provide Lessee and Sublessee with Leased Premises that are suitable for Lessee's Sublessee to establish and operate a Medical Clinic in the City of Homer, Alaska, in order to provide services to patients, which is a community benefit to the SKPHSA. The volume or value of any business generated between these parties and Sublessee was not considered, and is not a factor, in determining the fair market value of the annual rental of the Leased Premises for the term of this Lease, and for any Additional Terms. Except as specifically required by duties hereunder, nothing in this Agreement shall be construed to require Lessor, or any Physician, any other health care provider, or any provider of Designated Health Services retained or employed by Lessor (if



any), or who has a financial interest in or financial arrangement with Lessor, to refer patients to South Peninsula Hospital ("Hospital"), to the Medical Clinic located on the Leased Premises, or to utilize Hospital or Medical Clinic to provide inpatient, outpatient or other services to patients, or otherwise to generate business for Lessee or for Sublessee or for any of their Medical Facilities or programs, or for Lessee or Sublessee to generate business for Lessor. Notwithstanding any unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. §1320a-7b(b), commonly known as the federal Anti-Kickback Statute, 42 U.S.C. §1395nn, commonly known as Stark II and Stark III ("Stark Laws"), and any federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, or any other federal or state health care program, as such provisions may be amended from time to time. The parties intend that this Lease comply with the conditions for meeting the Anti-Kickback Statute "space rental" safe harbor set forth in 42 C.F.R. §1001.952(b), and comply with the requirements of the "rental of office space" exception to the Stark Laws at 42 CFR §411.357(a), as such regulations may be amended. This Lease shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties agree to take such actions as are necessary to construe and administer this Lease consistent with compliance. In the event any court or administrative agency of competent jurisdiction determines that this Lease violates any of such statutes or regulations, or that the compensation hereunder exceeds reasonable compensation for purposes of any limitations applicable to tax-exempt entities, then the parties agree to take such actions as are necessary to amend this Lease for compliance with the applicable statutes or regulations, as provided herein.

5. **LEASEHOLD IMPROVEMENTS**

5.1 **Leasehold Improvements.** There will be no leasehold improvements prior to Lessee's occupancy. The parties agree that the Leased Premises do not require leasehold improvements to suit Lessee's and Sublessee's use prior to Lessee's and Sublessee's occupancy.

6. **USE AND OTHER COMPLIANCE WITH LAWS**

6.1 **General Use and Compliance with Laws.** Lessee certifies that it or its Sublessee shall use the Leased Premises for the operation of a Medical Clinic as defined as the Permitted Use above, and all activities incident thereto, and for no other purposes whatsoever without the written consent of Lessor. Lessor certifies that, to the best of its knowledge, the Leased Premises, Building, and Land, as of the date of delivery of possession of the Leased Premises to Lessee, are or will be in compliance with all applicable laws, ordinances, rules, regulations and orders of any governmental authority, including but not limited to those governing zoning,

health, safety and occupational hazards and pollution and environmental control, and with the Americans with Disabilities Act, and with all recorded declarations, restrictions and covenants applicable to the Land. Subject to such certification, Lessee and its Sublessee shall, at their sole cost and expense, comply with all applicable laws and regulations, specifically including, but not limited to, the generation, handling, storage, and disposal of biohazardous medical waste materials and other materials and matter commonly used in the health care industry.

7. **UTILITIES, MAINTENANCE AND REPAIRS**

7.1 **Utilities.** Lessee agrees to be responsible for and to pay for the cost of electric light, heat, power, fuel, water and sewer and other utility service to the Leased Premises, and to any exterior storage, if any, as agreed as of the Commencement Date.

(a) Sublessee may perform Lessee's obligation to pay the utilities.

7.2 **Maintenance, Repair and Replacement.**

(a) **Lessor Responsibilities.** Lessor shall be responsible for the following:

(1) Lessor shall keep, maintain, repair and replace as necessary or appropriate the foundations, roof, and structural portions of the Building in good operating condition and in compliance with all requirements of applicable governmental authorities. Lessor shall keep the exterior and interior of the Building in good repair in a condition comparable to other medical office buildings in the City of Homer.

(2) All equipment, excluding Lessee's own equipment, including but not limited to heating, air conditioning, electric, water and plumbing equipment and facilities in the Premises, shall be maintained and kept in proper working condition by Lessor at Lessor's sole expense, except that the cost of any repairs to the plumbing and heating lines necessitated by the action of the Lessee or its Sublessee, agents or employees shall be at the expense of the Lessee. Lessor will provide such maintenance and repairs with reasonable promptness and Lessee is prohibited from performing any maintenance or repairs to any of the aforesaid equipment and from hiring any contractors or persons to repair the same without the prior written approval of Lessor except in the case of emergency.

(3) The Lessor will maintain in a neat and sightly condition the exterior grounds, parking areas, ingress and egress, and shall provide lawn and landscape maintenance, snow removal, trash removal, parking lot maintenance and repair, and other requisite services as needed to

maintain the aesthetic appearance of the Building in a manner comparable to other medical office complexes in the City of Homer.

- (4) Lessor shall not be required to make any such repairs occasioned by an act or negligence of Lessee, its agents, employees, invitees, or licensees, except to the extent that Lessor is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance of loss.

(b) **Lessee Responsibilities.** Lessee will be responsible for the following:

- (1) Lessee shall maintain the Leased Premises, and together with other lessees and occupants, if any, shall maintain the Common Areas in a good, neat and clean condition, including but not limited to tenant improvements. Lessee shall comply with all requirements of law, ordinance, health officer, fire marshal or building inspector regarding its use of the Leased Premises. Lessee shall permit no waste, damage, or injury to the Leased Premises and shall, at its own cost and expense, replace any plate or window glass which may become broken in the Leased Premises.
- (2) Lessee shall keep the Leased Premises, and together with other lessees and occupants, if any, shall keep the Common Areas and exterior grounds, driveways and parking areas free and clean from rubbish, trash, and garbage at all times; shall provide routine maintenance for the Leased Premises; and together with other lessee and occupants, if any, shall keep all rubbish, trash and garbage within the Building in containers, and shall dispose of all rubbish, trash and garbage in dumpsters or other containers specified by the Lessor.
- (3) Lessee shall, in all matters, act in compliance and conformity with all Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards. Any and all hazardous medical wastes materials and other materials and matter commonly used in the health care industry shall be generated, dealt with, handled, stored, and disposed of by Lessee or its Sublessee at Lessee's or Sublessee's sole cost and expense in conformity with said Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards, and shall not be disposed of in any respect in any area of the property. Lessee agrees to indemnify, defend, and hold harmless Lessor, its Managing Agent, and any of their officers, directors, employees, agents, licensees, or invitees from and against any and all claims, demands, liabilities, suits, actions, judgments, losses, costs, damages, and any expenses, including,

without limitation, attorneys fees, arising or resulting from, or suffered, sustained or incurred by said parties with respect to violation of any Federal, State, and local laws and regulations or violation of any generally accepted health and safety standards.

- (4) Sublessee may perform Lessee's Responsibilities for maintenance, repair and replacement. Lessee may assign to Sublessee the Lessor's indemnity obligation, and Sublessee may perform Lessee's obligation to indemnify Lessor.

**7.3 Inspection of Premises and Access.** Lessor, at reasonable times with the consent of Lessee or its Sublessee (excepting emergencies, as to which no consent shall be required), which consent shall not be unreasonably withheld, may enter the Leased Premises to complete improvements undertaken by Lessor on the Leased Premises or Building, to inspect, clean, maintain or repair the same, and for other reasonable purposes. Lessor shall give Lessee or its Sublessee at least twenty four (24) hours notice prior to any entry into the Leased Premises (excepting emergencies, as to which such notice, if any, as is reasonable under the circumstances shall be given, and Lessor's entry shall be solely for the purpose of taking necessary actions to remedy and/or repair the emergency situation), and in no event shall Lessor unreasonably interfere with access to or use of the Leased Premises or Parking Area by Lessee, its Sublessee, its agents, employees or invitees.

## **8. FIXTURES AND ALTERATIONS**

**8.1 Fixtures.** Lessee and its Sublessee may install any trade fixtures, equipment, furnishings, furniture and other fixtures or removable personal property in the Leased Premises, provided, that the same are installed and removed without permanent or structural damage to the Building. All such property shall remain Lessee's property and shall be removed by Lessee and its Sublessee upon expiration or termination of this Lease.

**8.2 Alterations.** Lessee may make non-structural alterations, additions or changes in or to the Leased Premises with prior notification to and written consent of the Lessor, provided that Lessor may require Lessee to remove them upon expiration or termination of this Lease, at Lessee's expense and without damage to the Leased Premises. Lessee and its Sublessee shall not make alterations, additions or changes to the Leased Premises affecting the structure of the Building without Lessor's prior written consent.

**8.3 Mechanic's Liens.** No person shall be entitled to any lien upon the Leased Premises or the Land, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services or material claimed to have been performed or furnished to or for Lessee or Sublessee, or otherwise on account of

any act or failure to act on the part of Lessee or its Sublessee, and Lessee and its Sublessee shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Lessee or its Sublessee shall cause the same to be released or provide other satisfactory security to Lessor with respect to the same (which may be in the form of a bond, title insurance endorsement or other assurance reasonably satisfactory to Lessor) within sixty (60) days; and if not so released or secured, Lessor, at its option, may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment, assessed at the Federal Discount Rate but not exceeding 1.0% per month, shall be deemed due and payable by Lessee immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Lessee and its Sublessee the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

**9. ASSIGNMENT AND SUBLETTING**

Lessor hereby approves subletting this lease to SOUTH PENINSULA HOSPITAL, INC. ("Sublessee") under the terms and conditions of the Sublease and Operating Agreement between Lessee and Sublessee, as may be amended from time to time. Except as previously approved herein, Lessee shall not assign, mortgage, encumber or otherwise transfer this Lease or its interests hereunder, in whole or in part, or sublet the Leased Premises in whole or in part, without the prior written consent of Lessor as to both the terms of such assignment or sublease and the identity of such assignee or Sublessee, which will not be unreasonably withheld. In the event Lessor consents to any such transaction, Lessee shall remain fully liable to perform all the obligations of Lessee under this Lease, including but not limited to payment of Rent, unless the Lessor has also consented in writing to the release of Lessee from this Lease.

**10. INSURANCE AND INDEMNIFICATION**

**10.1 Lessor's Insurance.** During the Term, and Additional Terms, Lessor, at its sole cost and expense, agrees to keep the Land, Building, and improvements (including the Leased Premises) insured against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of said building(s).

**10.2 Lessee's Property and Fixtures.** Lessee and its Sublessee assume the risk of damage to any of their fixtures, furniture, equipment, machinery, goods, supplies contents, and their other personal property on the Leased Premises or used in connection with Lessee's or Sublessee's business or as to which Lessee or Sublessee retains the right of removal from the Leased Premises.

### **10.3 Lessee's Insurance.**

(a) Lessee shall, at its own cost and expense, keep and maintain in full force during the Term, and any Additional Terms, the following:

- (1) Comprehensive general liability insurance, insuring Lessee's activities in or about the Leased Premises against loss, damage or liability for personal injury or death of any person or loss or damages to property occurring in, upon or about the Leased Premises covering bodily injury in the amounts of not less than One Million Dollars (\$1,000,000) per person and not less than One Million Dollars (\$1,000,000) per claim or occurrence, and covering property damage in the amount of not less than Two Million Dollars (\$2,000,000), in aggregate or combined single limit coverage. Lessor shall be named as an additional insured on such policy or policies of insurance; and
- (2) Insurance coverage for Lessee's fixtures, furniture, equipment, machinery, goods, supplies, contents, and other personal property on the Leased Premises or used in connection with Lessee's business.

(b) Lessee may assign to Sublessee the Lessee's insurance obligation, and Sublessee may perform Lessee's obligation to provide insurance.

### **10.4 Indemnification of Lessor.**

(a) Lessee shall indemnify, defend and save harmless Lessor from and against any and all claims, demands, causes of action, law suits, judgments, losses, and liabilities for personal injury, death or property damage, and from and against all expenses incident thereto or incurred by Lessor as a result thereof, including attorney's fees and costs, that arise out of or relate to Lessee's use and occupation of the Premises during the Term or any Additional Terms of this Lease. Notwithstanding the preceding sentence, however, Lessee shall not be required to indemnify, defend or save harmless Lessor from or against any claim, demand, cause of action, law suit, judgments, loss, and liability to the extent it results from or is alleged to result from any negligent or intentional conduct of Lessor, Lessor's agents, employees or independent contractors.

(b) Lessee may assign to Sublessee the Lessor's indemnity obligation, and Sublessee may perform Lessee's obligation to indemnify Lessor.

**10.5 Insurance Certificates.** At the Lessor's request, Lessee or Sublessee shall provide Lessor with a certificate or certificates of insurance or letter of self-insurance evidencing the insurance coverage required under Section 10.3, and Lessee or Sublessee shall promptly notify the Lessor of any cancellation, reduction, or other material change in the amount or scope of any coverage

required hereunder.

## 11. DAMAGE AND DESTRUCTION

**11.1 Damage and Restoration.** If either the Leased Premises or Building is damaged or destroyed to the extent that Lessor reasonably determines that it cannot, with reasonable diligence, be fully repaired or restored by Lessor within one hundred eighty (180) days after the date of such damage or destruction, either Lessor or Lessee may terminate this Lease. Lessor shall notify Lessee of any such determination in writing, within thirty (30) days after the date of such damage or destruction. If Lessor so determines that the Building can be fully repaired or restored within the one hundred eighty (180) day period, or if Lessor so determines to the contrary but neither party terminates this Lease, then this Lease shall remain in full force and effect and Lessor shall, to the extent insurance proceeds are not required to be applied to mortgagee indebtedness on the Building or Land, diligently repair or rebuild the Leased Premises and/or Building to return such improvements to the condition in which it/they existed immediately prior to such damage or destruction, as soon as possible and within the maximum period of one hundred eighty (180) days, if applicable.

**11.2 Rent Abatement.** Rent due and payable hereunder shall be abated proportionately during any period in which, by reason of any such damage or destruction to the Leased Premises or the Building, the operation of Sublessee's business in the Leased Premises experiences substantial interference, and that continuation of all or part of Sublessee's business in the Leased Premises is not practical pending reconstruction. In such event, the Rent payable hereunder, or an equitable proportion thereof in the event Sublessee continues to conduct business in the Leased Premises, shall abate from the date of damage or destruction until Sublessee is able to conduct its full business operations in the Leased Premises.

## 12. EMINENT DOMAIN

**12.1 Total Condemnation.** If the whole of the Building is acquired or condemned by eminent domain or inversely condemned or sold in lieu of condemnation, for any public or quasi-public use or purpose ("Condemned"), then this Lease shall terminate as of the date of title vesting in such proceeding or conveyance in lieu of any proceeding, and Rent shall be prorated to the date of such termination.

**12.2 Partial Condemnation.** If less than the whole of the Building is Condemned, but such partial condemnation renders the Leased Premises unusable for the full and normal conduct of the business of Sublessee, or constitutes a substantial portion of the Building, as reasonably determined by Lessor, then the Lease shall terminate as of the date of the title vesting in such proceeding or conveyance in lieu of any proceeding and Rent shall be prorated to the date of termination. Otherwise,

Lessor shall promptly restore the Leased Premises to a condition comparable to its condition immediately prior to such partial Condemnation, less the portion thereof lost in such partial Condemnation, and this Lease shall continue in full force and effect, except that after the date of such title vesting, the Rent shall be proportionately reduced to reflect the percentage of the Leased Premises, Building and/or the Parking Area Condemned.

- 12.3 Notices and Award.** Lessor shall, immediately upon receipt of notice in connection with any condemnation or potential condemnation, give Lessee notice in writing thereof. If Lessee receives notice of any such occurrence, Lessee shall immediately notify Lessor thereof. If the Leased Premises are wholly or partially Condemned, Lessor shall be entitled to the entire award paid for such condemnation, except as set forth herein. Lessee shall have the right to claim such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all costs or loss that Lessee and Sublessee would incur in removing Lessee's and Sublessee's furniture, fixtures, leasehold improvements and equipment to a new location.

**13. DEFAULT**

**13.1 Events of Default.** Each of the following shall constitute an "Event of Default" on the part of Lessee:

- (a) **Payment.** Failure to pay any installment of Rent or other monies when due and payable under this Lease, if such failure continues for a period of thirty (30) days after written notice of such failure from Lessor to Lessee;
- (b) **Performance.** Except as otherwise set forth below, Default in the performance of any of Lessee's and Sublessee's non-payment obligations or covenants under this Lease, including Lessee's and Sublessee's compliance with the Permitted Use defined in Section 1.11, if such default continues for thirty (30) days after written notice thereof from Lessor to Lessee, provided, however, that if the obligation or covenant to be performed by Lessee and Lessee is of such nature that the same cannot reasonably be performed or cured within such thirty (30) day period, such default shall not constitute an Event of Default if Lessee commences such performance or cure within said thirty (30) day period and thereafter diligently undertakes to complete, and does so complete, the required performance or cure within a reasonable time;
- (c) **Assignment.** A general assignment by Lessee or Sublessee for the benefit of creditors;
- (d) **Bankruptcy.** The filing of a voluntary petition by Lessee or Sublessee seeking the rehabilitation, liquidation or reorganization of Lessee under



any law relating to bankruptcy, insolvency or other relief of debtors, or the filing of an involuntary petition by any of Lessee's or Sublessee's creditors seeking any such relief, if not dismissed or otherwise removed within ninety (90) days;

- (e) **Receivership.** The appointment of a receiver or other custodian to take possession of substantially all of Lessee's or Sublessee's assets or of this leasehold, if not dismissed or otherwise removed within ninety (90) days;
- (f) **Dissolution.** Entry of a court decree or order directing the winding up or liquidation of Lessee or Sublessee or of substantially all of its assets, if not reversed or otherwise removed within ninety (90) days; or any action by Lessee toward the dissolution or winding up of its affairs; or
- (g) **Attachment.** Attachment, execution or other judicial seizure of substantially all of Lessee's or Sublessee's assets or this leasehold, if not dismissed or otherwise removed within ninety (90) days.

**13.2 Lessor's Remedies.** Upon the occurrence of an Event of Default, Lessor may, at its option:

- (a) Without terminating this Lease or Lessee's obligations hereunder, including but not limited to the Lessee's obligation to pay rents, and with or without legal process, peaceably re-enter and retake possession of the Leased Premises, and remove Lessee's and Sublessee's property therefrom and store or dispose of such property at the expense of the Lessee, all without liability to Lessor or other persons for any such property so removed at the time of re-entry, except if caused solely by the willful act or gross negligence of Lessor;
- (b) Terminate this Lease by written notice to the Lessee, without terminating Lessee's obligations hereunder, including but not limited to the Lessee's obligation to pay Rent;
- (c) Relet the Leased Premises or any part thereof following repossession of the Leased Premises by Lessor, whether or not this Lease has been terminated, and without duty to so relet, for such term or terms, which extend beyond the Term, at such rental or rentals and upon such other terms and conditions, as Lessor in its sole discretion shall determine, and making such alterations and repairs to the Leased Premises as Lessor may reasonably determine to be necessary in connection therewith, provided that the net amount, if any, realized by Lessor from such reletting shall be credited against the amounts owed by Lessee under this Lease;
- (d) Following termination of this Lease, recover from Lessee all rent and other

amounts due and unpaid under the terms of this Lease as of the date of termination, together with such other amounts as may be recoverable under applicable law to compensate Lessor for all damages proximately caused by Lessee's failure to perform its obligations under this Lease;

- (e) Exercise or seek any other right or remedy allowed at law or in equity under the statutes or common law of the state in which the Land is located.

In connection with any of the foregoing, Lessor shall be entitled to recover from Lessee, promptly upon demand, any and all costs and expenses incurred by Lessor, including but not limited to reasonable attorneys' fees and costs of reletting, following any such Event of Default by Lessee. Lessee also shall be liable for and agrees to pay to Lessor interest assessed at the Federal Discount Rate but not exceeding 1.0% per month, with respect to the following: (1) all Rent under this Lease remaining unpaid for thirty (30) days after the due date, from the due day until paid; (2) all costs and expenses incurred by Lessor following any Event of Default, from the date paid or incurred by Lessor until reimbursed; and (3) all other amounts at any time becoming due and payable hereunder, from the date due and payable until paid.

**13.3 Lessor's Default.** It shall be a default under this Lease by Lessor if Lessor shall fail to perform or observe any obligation or covenant required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Lessee. Upon the occurrence of any such default, if the same has not been reasonably cured by Lessor within said period of thirty (30) or fewer days (provided, however, that if no emergency exists and the default is of such nature that the same cannot reasonably be cured within a thirty (30) day period, such cure period shall be extended for a reasonable time if Lessor commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same), then Lessee may, at its option cure the default and offset against the rents next due and payable hereunder the reasonable costs, if any, advanced by Lessee to effect such cure. Provided, however, that Lessee's right of offset shall be subject to the following limitations: (A) The subject default must be of a nature that materially affects Lessee's or Sublessee's parking, access to the Building or Leased Premises, or ability to conduct its Permitted Use in the Leased Premises; (B) Lessee and Sublessee shall submit to Lessor a written statement of their actual expenditures incurred to effect the cure of the default, and Lessor shall not have paid the same within fifteen (15) days after receipt of said statement; (C) Lessee or Sublessee shall submit a written notice of their exercise of said right of offset at the time the Rent payment or portion thereof against which the right is exercised otherwise would be due; and (D) Lessee's and Sublessee's right of offset during any period of twelve (12) consecutive months shall be limited to fifty percent (50%) of the total Rent payments payable during such twelve (12) month period.

**13.4 Remedies Cumulative; No Waiver.** Each right and remedy provided to a party under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. The exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall not constitute a waiver of any other right or remedy provided for in this Lease or now or hereafter existing at law in equity or by statute or otherwise. No failure by a party to insist upon the strict performance of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment by a party during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Lease nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

**14. RIGHT OF FIRST REFUSAL; OPTION TO PURCHASE.**

**14.1 Right of First Refusal.** In consideration of this Lease, in the event that the Lessor receives an offer to purchase the building and land described in § 2.1 during the term of this Lease or any Additional Terms, the Lessor agrees to first offer the property to Lessee for the same price and on the same terms and conditions as the offer made by the third party to Lessor.

- (a) Lessor agrees to notify Lessee in writing, as provided in §15.4, of the offer to purchase the land and building described in § 2.1, including all terms and conditions of the intended sale.
- (b) Lessee shall have ninety (90) days from the date of receipt of Lessor's written notice in which to exercise Lessee's right of first refusal by written notice to Lessor, as provided in §15.4, of Lessee's acceptance or rejection of the intended sale upon the same price, terms, and conditions as the offer made by the third party to Lessor.
- (c) If Lessee determines to exercise its right of first refusal by acceptance of the intended sale, then, to be valid and binding, Lessee must deliver written notice of its acceptance of the intended sale to Lessor, as provided in §15.4, before the ninety-first (91st) day following the date of Lessee's receipt of Lessor's written notice of intended sale.
- (d) If Lessee determines to exercise its right of first refusal by rejection of the intended sale, then Lessor may accept the offer from the third party and the land and building described in § 2.1 may be sold, transferred and conveyed to the third party free and clear of any right of first refusal in Lessee under

this Lease. In addition, at Lessor's request, Lessee agrees to execute any other instrument suitable for recording, if necessary, to document for the record Lessee's rejection of the intended sale and termination of its right of first refusal.

- (e) The parties agree that if Lessee does not provide written notice to Lessor of Lessee's exercise of its right of first refusal by acceptance or rejection of the intended sale before the ninety-first (91st) day following the date of Lessee's receipt of written notice of intended sale from Lessor, or if Lessee does not provide an instrument suitable for recording to document its rejection of the intended sale and the termination of their right of first refusal before the ninety-first (91st) day following the date of Lessee's receipt of written notice of intended sale from Lessor, then Lessee's right of first refusal will terminate automatically as of the ninety-first (91st) day following the date of Lessee's receipt of written notice of the intended sale from Lessor, and this right of first refusal shall terminate without any need for further action or documentation by Lessor or Lessee.
- (f) The termination of the right of first refusal does not terminate this Lease.

**14.2 Grant of Option to Purchase.** The Lessor, as part of the consideration herein, hereby grants to Lessee the exclusive option to purchase the land and building described in §2.1 ("Option") upon the terms and conditions stated herein and/or to be stated in a written Purchase and Sale Agreement to be executed by Lessor and Lessee.

- (a) **Option Period.** The Option shall run with the land and building described in §2.1 ("Leased Premises") during the term of this Lease or any Additional Terms thereof.
- (b) **Exercise of Option.** The Option to purchase must be exercised within three years from the first day of the initial Term ("option period") by written notice to the Lessor as provided in §15.4. However, the option to purchase cannot be exercised after the Lessee receives notice from the Lessor of an offer to purchase under § 14.1. But if the Lessor does not close a sale in connection with that offer, then the Lessee may exercise the option to purchase during the option period.
- (c) **Purchase Price and Terms.** The purchase price shall be the Fair Market Value for the Leased Premises. Such Fair Market Value will be based on the appraised value of the Leased Premises as established by a qualified appraiser, whose assignment is agreed to by the Lessor and Lessee. The purchase price shall be payable in full to Lessor at Closing. The Lessor shall convey marketable title to the Leased Premises, by good and

sufficient Warranty Deed in fee simple absolute, on or before Closing; said title to be free, clear, and unencumbered, except for restrictions and easements of record. Title to be insured by a policy of title insurance acceptable to Lessee and Sublessee. All other terms and conditions applicable to the sale and purchase of the Lease Premises shall be in a Purchase and Sale Agreement to be executed by Lessor and Lessee.

- (d) **Specific Performance.** It is acknowledged and agreed that the remedy of damages for breach of performance by either party is inadequate and therefore either party is entitled to the remedy of specific performance of this Option.

**15. MISCELLANEOUS**

**15.1 Quiet Possession.** If Lessee shall perform all of the covenants and obligations herein provided to be performed by Lessee, either directly or through Sublessee, Lessee and its Sublessee shall at all times during the Term have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Lessor or any persons lawfully claiming under Lessor.

**15.2 Memorandum of Lease.** The parties agree that they will not record this Lease at full length, but may record a Memorandum of Lease in compliance with AS 40.17.120 that shall include the §14 RIGHT OF FIRST REFUSAL; OPTION TO PURCHASE.

**15.3 Signage.** The Sublessee shall be able to install and maintain reasonable signage for Sublessee's business on the Leased Premises and in Building with the consent of Lessor, which consent shall not be unreasonably withheld.

**15.4 Notices.** All notices, demands and other communications authorized or required under this Agreement shall be given in writing, and shall be given by (i) personal delivery, or (ii) registered or certified mail, postage prepaid, and return receipt requested, or (iii) delivery by commercially recognized courier service. Notice shall be considered given on the date of delivery or refusal to accept delivery. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

**Lessor:**  
PARADOX MANAGEMENT, LLC  
d.b.a. PARADOX BUILDING  
MANAGEMENT, LLC  
Attn: Members  
PO BOX 894  
Homer, AK, 99603

**Lessee:**  
KENAI PENINSULA BOROUGH  
Attn: Mayor  
144 N. Binkley St.  
Soldotna, AK 99669

**Sublessee:**  
SOUTH PENINSULA HOSPITAL, INC.  
Attn: Chief Executive Officer  
4300 Bartlett Street  
Homer, AK 99603

The foregoing addresses for purposes of notice may be changed by giving notice of such change to the other parties as provided herein.

- 15.4 Parties.** This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Lessor, Lessee, and Sublessee, and their respective heirs, successors, assigns and legal representatives.
- 15.5 Time.** Time is of the essence of every provision hereof.
- 15.6 Captions.** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.
- 15.7 Severability.** If any provision of this Lease shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 15.8 Governing Law, Forum and Venue.** This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the internal laws of the State of Alaska and in accordance with any applicable federal laws. The forum and venue for any law suit between these parties arising out of this Agreement shall be in the Trial Courts for the State of Alaska in the Third Judicial District, Homer Venue District.
- 15.9 Entire Agreement.** This Lease sets forth all covenants, promises, agreements, conditions and understandings between Lessor, Lessee, and Sublessee concerning the subject matter of the lease of the Leased Premises, Building and Land, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor, Lessee, and Sublessee as to that subject other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor, Lessee, or Sublessee unless reduced to writing and signed by the parties.
- 15.10 Agreement Not to be Construed Against Drafter.** Both parties to this Lease have had a full opportunity to obtain legal advice concerning this Lease or have declined to obtain such advice. The fact that this Lease may be drafted by an attorney for one of the parties or by one of the parties is a matter of convenience to

all parties. Accordingly, the parties agree that the rule of construction that an instrument or document is to be construed and interpreted most strictly against the drafter of the instrument or document shall not apply in the construction or interpretation of this Lease.

**15.11 Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Lease shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PARADOX MANAGEMENT, LLC D.B.A. PARADOX  
BUILDING MANAGEMENT, LLC,  
LESSOR,

By: WILLIAM H. BELL, M.D. Member and Manager

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by WILLIAM H. BELL, M.D. Member and Manager of PARADOX MANAGEMENT, LLC d.b.a. PARADOX BUILDING MANAGEMENT, LLC, an Alaska limited liability company, on behalf of the Company.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

KENAI PENINSULA BOROUGH,  
LESSEE,

By: MIKE NAVARRE, Mayor

STATE OF ALASKA )

THIRD JUDICIAL DISTRICT ) ss.  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by MIKE NAVARRE, Mayor of the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, on behalf of the Corporation.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHNI BLANKENSHIP, Borough Clerk

\_\_\_\_\_  
Colette G. Thompson, Borough Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SOUTHPENINSULAHOSPITAL, INC.,  
Sublessee,

\_\_\_\_\_  
By: ROBERT F. LETSON, Chief Executive Officer

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT ) ss.  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by ROBERT F. LETSON, Chief Executive Officer of SOUTHPENINSULAHOSPITAL, INC., an Alaska nonprofit corporation, on behalf of the Corporation.

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



**WOMEN'S CLINIC LEASE AGREEMENT**  
**(With Right of First Refusal and Option to Purchase)**

THIS WOMEN'S CLINIC LEASE AGREEMENT ("Lease") is entered by and between WESTWING, LLC, an Alaska limited liability company, whose address is PO BOX 537, HOMER, AK 99603 ("Lessor"), and KENAI PENINSULA BOROUGH, an Alaska Municipal Corporation, whose address is 144 N. Binkley St., Soldotna, AK 99669, on behalf of SOUTH PENINSULA SERVICE AREA ("SKPHSA"), hereinafter referred to as either "KPB" or "Lessee."

**1. DEFINITIONS AND TERMS**

- 1.1 **Lessor:** WESTWING, LLC.
- 1.2 **Lessee/Sublessor:** KENAI PENINSULA BOROUGH.
- 1.3 **Sublessee:** SOUTH PENINSULA HOSPITAL, INC.
- 1.4 **Lease Execution Date:** \_\_\_\_\_.
- 1.5 **Term:** Five (5) years.
- 1.6 **Commencement Date:** \_\_\_\_\_.
- 1.7 **Expiration Date:** \_\_\_\_\_.
- 1.8 **Building:** Women's Clinic Building  
4117 Bartlett Street  
Homer, Alaska 99603.
- 1.9 **Land:** The real property described in Section 2.1.
- 1.10 **Rent:** a) **Annual Rent:** \$36,000.00.  
b) **Monthly Rent:** \$ \_\_\_ per s.f., \_\_\_ s.f., for \$3,000.00 per month.
- 1.11 **Premises/Leased Premises:** The land and building, including appurtenances, described in Section 2.1.
- 1.12 **Permitted Use:** The Leased Premises will be used by SOUTH PENINSULA HOSPITAL, INC., an Alaska non-profit corporation, and Lessee's permitted Sublessee, for the operation and conduct of a Women's Clinic for the benefit of KPB and the SKPHSA.
- 1.13 **KPB:** The Kenai Peninsula Borough, a municipal corporation.
- 1.14 **KPB Assembly:** The Assembly of the Kenai Peninsula Borough.
- 1.15 **SKPHSA:** The South Kenai Peninsula Hospital Service Area.

2. **PREMISES**

2.1 **Leased Premises.** Lessor hereby leases to Lessee/Sublessor, and Lessee/Sublessor hereby leases from Lessor; and Lessor consents to Lessee/Sublessor subleasing to Sublessee; and Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the following described Leased Premises:

The Women's Clinic Building that is situated on the real property, and the real property described as follows:

**T 6S R 13W SEC 18 Seward Meridian HM 0562936 FAIRVIEW SUB  
LOT 4 BLK 10**  
Street address: 4117 Bartlett Street, Homer, Alaska 99603  
Assessor's Parcel No.: 17506104;

Hereinafter referred to as "Leased Premises."

3. **TERM, RENEWALS, HOLDING OVER, AND SURRENDER OF PREMISES**

3.1 **Commencement of Term; Term.** The Term shall begin on the Commencement Date, \_\_\_\_\_. The Term shall be for a period of five (5) years from the Commencement Date, ending on \_\_\_\_\_, subject to 3.1(a) and to §14 RIGHT OF FIRST REFUSAL; OPTION TO PURCHASE below.

(a) **Subject to KPB Assembly Approval and Annual Appropriation of Funds.** This Lease is subject to KPB Assembly approval and to the annual appropriation and availability of funds. In the event that the KPB Assembly fails to approve this Lease or is required to appropriate funds for the Rent payments and fails to annually appropriate funds for the obligations due under this Lease, then the Borough may provide ninety (90) days' written notice of termination and this Lease will terminate. Termination is effective immediately upon expiration of the ninety days' notice period without penalty.

3.2 **Renewal Options.** Provided that this Lease is in full force and effect and Lessee and Sublessee are not in default hereunder, Lessee and Sublessee shall have the right and option to renew this Lease for two (2) successive Additional Terms, with each individual Additional Term being a period of one year, and under the same terms, conditions, and provisions herein for the original Term of the Lease, except for Rent. The renewal options to be effective must be exercised by the Lessee and/or Sublessee by written notice to Lessor in the form and manner provided in §15.4 at least six (6) months prior to the commencement date of the renewal term.

3.3 **Holding Over.** Any holding over after the expiration of the term of this Lease,

without a signed lease agreement, shall be construed to be a tenancy from month to month, at the monthly rental applicable to the rent due for the last month under this Lease Agreement, and may not exceed six (6) months' holdover period without execution of an extension, renewal, or replacement lease agreement. The provisions of this Section do not exclude Lessor's rights of reentry or any other right hereunder.

**3.4 Surrender of Premises.** Upon the expiration of or prior termination of this Lease, the Lessee and Sublessee shall remove all property of the Lessee and Sublessee from the leased premises, except plumbing and other fixtures and leasehold renovations, alterations, and improvements which may have been installed by the Lessee or Sublessee and except as otherwise provided in this Lease, and shall repair any damage caused by removal of any property which they are permitted to remove, and shall surrender the leased premises to the Lessor "broom clean" in as good order and condition as they were upon Sublessee commencing business, or were placed by Lessee or Sublessee thereafter, ordinary wear and tear and loss by fire or other unavoidable casualty excepted. Any property left on the premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee or Sublessee.

(a) During the final four (4) months of the Lease's Term, Lessor shall be permitted to show prospective tenants the leased premises upon giving the Lessee and its Sublessee at least twenty-four (24) hours' prior notice.

#### **4. RENT, OTHER FINANCIAL OBLIGATIONS, SECURITY DEPOSIT AND COMPLIANCE**

**4.1 Rent.** Monthly Rent shall be paid monthly in advance, on the first (1<sup>st</sup>) day of each month, without notice or demand, at the address of Lessor, or at such other place as Lessor shall from time to time designate in writing. In the event the Lessee fails to pay any monthly installment of rent within twenty (20) days of the due date of such installment, Lessee shall pay in addition to such rent due a late charge of \$30.00. Furthermore, Lessee shall pay interest, assessed at the Federal Discount Rate but not exceeding 1.0% per month, on all delinquent unpaid rent after 30 days of the day the monthly installment was due. Such interest shall be calculated from the due date of the installment until the date received by Lessor.

(a) Sublessee may perform Lessee's obligation to pay rent to Lessor.

(b) **Renewal Rent.** For each renewal option exercised under §3.2 above, the Annual Rent, and the corresponding Monthly Rent, shall be adjusted to the then existing fair market value by mutual agreement of the parties based upon the opinion of a real estate broker who does business in Homer,

Alaska, which agreements shall be amendments or addenda to this Lease signed by the parties. If the parties are unable to agree upon a rent adjustment for any such one year period utilizing the opinion of a real estate broker, then the parties will agree upon a qualified appraiser who will determine fair market value for the Annual Rent and the corresponding Monthly Rent. In that event, the appraiser's determination shall be documented in an amendment or addendum to this Lease that is executed by the parties. The parties agree that if an appraisal is obtained, then Lessor and Sublessee shall each pay 50% of the cost of the appraisal.

**4.2 Security Deposit.** The Lessee or Sublessee shall deposit with the Lessor upon execution of this Lease the sum of \$1,000.00 in cash as security for the payment of rent provided herein and for the observance and performance by Lessee and Sublessee of all of the terms, provisions, and conditions of this Lease on its part to be kept and performed; and further to indemnify the Lessor for any loss, costs, fees and expenses which the Lessor may incur by reason of any default by the Lessee. The Lessor shall repay to the depositing Lessee or Sublessee the security deposit or any balance thereof upon the termination or expiration of the Term of this Lease or any extension thereof, either (1) by crediting the same on account of payment of the rent for the last month of the Lease or additional term, as the case may be; or (2) refunding the security deposit to depositing Lessee or Sublessee, net or less any loss, costs, fees and expenses which the Lessor may incur by reason of any default by the Lessee or Sublessee. In the event of any failure in the payment of rent or other sum, or of any default by the Lessee or Sublessee in the performance of the terms, provisions, and conditions of this Lease, the Lessor shall have the right to apply the security deposit against any loss, costs, fees, and expenses caused thereby. The security deposit shall bear no interest.

(a) Sublessee may perform Lessee's obligation to pay the security deposit to Lessor.

**4.3 Compliance with Anti-Kickback & Stark Laws Requirements.** The purpose of this Lease is to provide Lessee and Sublessee with Leased Premises that are suitable for Lessee's Sublessee to establish and operate a Women's Clinic in the City of Homer, Alaska, in order to provide services to patients, which is a community benefit to the SKPHSA. The volume or value of any business generated between these parties and Sublessee was not considered, and is not a factor, in determining the fair market value of the annual rental of the Leased Premises for the term of this Lease, and for any Additional Terms. Except as specifically required by duties hereunder, nothing in this Agreement shall be construed to require Lessor, or any Physician, any other health care provider, or any provider of Designated Health Services retained or employed by Lessor (if any), or who has a financial interest in or financial arrangement with Lessor, to

refer patients to South Peninsula Hospital (“Hospital”), to the Women’s Clinic located on the Leased Premises, or to utilize Hospital or Women’s Clinic to provide inpatient, outpatient or other services to patients, or otherwise to generate business for Lessee or for Sublessee or for any of their Medical Facilities or programs, or for Lessee or Sublessee to generate business for Lessor. Notwithstanding any unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. §1320a-7b(b), commonly known as the federal Anti-Kickback Statute, 42 U.S.C. §1395nn, commonly known as Stark II and Stark III (“Stark Laws”), and any federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, or any other federal or state health care program, as such provisions may be amended from time to time. The parties intend that this Lease comply with the conditions for meeting the Anti-Kickback Statute “space rental” safe harbor set forth in 42 C.F.R. §1001.952(b), and comply with the requirements of the “rental of office space” exception to the Stark Laws at 42 CFR §411.357(a), as such regulations may be amended. This Lease shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties agree to take such actions as are necessary to construe and administer this Lease consistent with compliance. In the event any court or administrative agency of competent jurisdiction determines that this Lease violates any of such statutes or regulations, or that the compensation hereunder exceeds reasonable compensation for purposes of any limitations applicable to tax-exempt entities, then the parties agree to take such actions as are necessary to amend this Lease for compliance with the applicable statutes or regulations, as provided herein.

**5. LEASEHOLD IMPROVEMENTS**

**5.1 Leasehold Improvements.** There will be no leasehold improvements prior to Lessee’s occupancy. The parties agree that the Leased Premises do not require leasehold improvements to suit Lessee’s and Sublessee’s use prior to Lessee’s and Sublessee’s occupancy.

**6. USE AND OTHER COMPLIANCE WITH LAWS**

**6.1 General Use and Compliance with Laws.** Lessee certifies that it or its Sublessee shall use the Leased Premises for the operation of a Women’s Clinic as defined as the Permitted Use above, and all activities incident thereto, and for no other purposes whatsoever without the written consent of Lessor. Lessor certifies that, to the best of its knowledge, the Leased Premises, Building, and Land, as of the date of delivery of possession of the Leased Premises to Lessee, are or will be in compliance with all applicable laws, ordinances, rules, regulations and orders of any governmental authority, including but not limited to those governing zoning, health, safety and occupational hazards and pollution and environmental control,

and with the Americans with Disabilities Act, and with all recorded declarations, restrictions and covenants applicable to the Land. Subject to such certification, Lessee and its Sublessee shall, at their sole cost and expense, comply with all applicable laws and regulations, specifically including, but not limited to, the generation, handling, storage, and disposal of biohazardous medical waste materials and other materials and matter commonly used in the health care industry.

## **7. UTILITIES, MAINTENANCE AND REPAIRS**

**7.1 Utilities.** Lessee agrees to be responsible for and to pay for the cost of electric light, heat, power, fuel, water and sewer and other utility service to the Leased Premises, and to any exterior storage, if any, as agreed as of the Commencement Date.

(a) Sublessee may perform Lessee's obligation to pay the utilities.

## **7.2 Maintenance, Repair and Replacement.**

(a) **Lessor Responsibilities.** Lessor shall be responsible for the following:

(1) Lessor shall keep, maintain, repair and replace as necessary or appropriate the foundations, roof, and structural portions of the Building in good operating condition and in compliance with all requirements of applicable governmental authorities. Lessor shall keep the exterior and interior of the Building in good repair in a condition comparable to other medical office buildings in the City of Homer.

(2) All equipment, excluding Lessee's own equipment, including but not limited to heating, air conditioning, electric, water and plumbing equipment and facilities in the Premises, shall be maintained and kept in proper working condition by Lessor at Lessor's sole expense, except that the cost of any repairs to the plumbing and heating lines necessitated by the action of the Lessee or its Sublessee, agents or employees shall be at the expense of the Lessee. Lessor will provide such maintenance and repairs with reasonable promptness and Lessee is prohibited from performing any maintenance or repairs to any of the aforesaid equipment and from hiring any contractors or persons to repair the same without the prior written approval of Lessor except in the case of emergency.

(3) The Lessor will maintain in a neat and sightly condition the exterior grounds, parking areas, ingress and egress, and shall provide lawn and landscape maintenance, snow removal, trash removal, parking lot maintenance and repair, and other requisite services as needed to maintain the aesthetic appearance of the Building in a manner

comparable to other medical office complexes in the City of Homer.

- (4) Lessor shall not be required to make any such repairs occasioned by an act or negligence of Lessee, its agents, employees, invitees, or licensees, except to the extent that Lessor is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance of loss.

(b) **Lessee Responsibilities.** Lessee will be responsible for the following:

- (1) Lessee shall maintain the Leased Premises, and together with other lessees and occupants, if any, shall maintain the Common Areas in a good, neat and clean condition, including but not limited to tenant improvements. Lessee shall comply with all requirements of law, ordinance, health officer, fire marshal or building inspector regarding its use of the Leased Premises. Lessee shall permit no waste, damage, or injury to the Leased Premises and shall, at its own cost and expense, replace any plate or window glass which may become broken in the Leased Premises.
- (2) Lessee shall keep the Leased Premises, and together with other lessees and occupants, if any, shall keep the Common Areas and exterior grounds, driveways and parking areas free and clean from rubbish, trash, and garbage at all times; shall provide routine maintenance for the Leased Premises; and together with other lessee and occupants, if any, shall keep all rubbish, trash and garbage within the Building in containers, and shall dispose of all rubbish, trash and garbage in dumpsters or other containers specified by the Lessor.
- (3) Lessee shall, in all matters, act in compliance and conformity with all Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards. Any and all hazardous medical wastes materials and other materials and matter commonly used in the health care industry shall be generated, dealt with, handled, stored, and disposed of by Lessee or its Sublessee at Lessee's or Sublessee's sole cost and expense in conformity with said Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards, and shall not be disposed of in any respect in any area of the property. Lessee agrees to indemnify, defend, and hold harmless Lessor, its Managing Agent, and any of their officers, directors, employees, agents, licensees, or invitees from and against any and all claims, demands, liabilities, suits, actions, judgments, losses, costs, damages, and any expenses, including, without limitation, attorneys fees, arising or resulting from, or suffered,

sustained or incurred by said parties with respect to violation of any Federal, State, and local laws and regulations or violation of any generally accepted health and safety standards.

- (4) Sublessee may perform Lessee's Responsibilities for maintenance, repair and replacement. Lessee may assign to Sublessee the Lessor's indemnity obligation, and Sublessee may perform Lessee's obligation to indemnify Lessor.

**7.3 Inspection of Premises and Access.** Lessor, at reasonable times with the consent of Lessee or its Sublessee (excepting emergencies, as to which no consent shall be required), which consent shall not be unreasonably withheld, may enter the Leased Premises to complete improvements undertaken by Lessor on the Leased Premises or Building, to inspect, clean, maintain or repair the same, and for other reasonable purposes. Lessor shall give Lessee or its Sublessee at least twenty four (24) hours notice prior to any entry into the Leased Premises (excepting emergencies, as to which such notice, if any, as is reasonable under the circumstances shall be given, and Lessor's entry shall be solely for the purpose of taking necessary actions to remedy and/or repair the emergency situation), and in no event shall Lessor unreasonably interfere with access to or use of the Leased Premises or Parking Area by Lessee, its Sublessee, its agents, employees or invitees.

## **8. FIXTURES AND ALTERATIONS**

**8.1 Fixtures.** Lessee and its Sublessee may install any trade fixtures, equipment, furnishings, furniture and other fixtures or removable personal property in the Leased Premises, provided, that the same are installed and removed without permanent or structural damage to the Building. All such property shall remain Lessee's property and shall be removed by Lessee and its Sublessee upon expiration or termination of this Lease.

**8.2 Alterations.** Lessee may make non-structural alterations, additions or changes in or to the Leased Premises with prior notification to and written consent of the Lessor, provided that Lessor may require Lessee to remove them upon expiration or termination of this Lease, at Lessee's expense and without damage to the Leased Premises. Lessee and its Sublessee shall not make alterations, additions or changes to the Leased Premises affecting the structure of the Building without Lessor's prior written consent.

**8.3 Mechanic's Liens.** No person shall be entitled to any lien upon the Leased Premises or the Land, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services or material claimed to have been performed or furnished to or for Lessee or Sublessee, or otherwise on account of any act or failure to act on the part of Lessee or its Sublessee, and Lessee and its



Sublessee shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Lessee or its Sublessee shall cause the same to be released or provide other satisfactory security to Lessor with respect to the same (which may be in the form of a bond, title insurance endorsement or other assurance reasonably satisfactory to Lessor) within sixty (60) days; and if not so released or secured, Lessor, at its option, may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment, assessed at the Federal Discount Rate but not exceeding 1.0% per month, shall be deemed due and payable by Lessee immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Lessee and its Sublessee the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

**9. ASSIGNMENT AND SUBLETTING**

Lessor hereby approves subletting this lease to SOUTH PENINSULA HOSPITAL, INC. ("Sublessee") under the terms and conditions of the Sublease and Operating Agreement between Lessee and Sublessee, as may be amended from time to time. Except as previously approved herein, Lessee shall not assign, mortgage, encumber or otherwise transfer this Lease or its interests hereunder, in whole or in part, or sublet the Leased Premises in whole or in part, without the prior written consent of Lessor as to both the terms of such assignment or sublease and the identity of such assignee or Sublessee, which will not be unreasonably withheld. In the event Lessor consents to any such transaction, Lessee shall remain fully liable to perform all the obligations of Lessee under this Lease, including but not limited to payment of Rent, unless the Lessor has also consented in writing to the release of Lessee from this Lease.

**10. INSURANCE AND INDEMNIFICATION**

**10.1 Lessor's Insurance.** During the Term, and Additional Terms, Lessor, at its sole cost and expense, agrees to keep the Land, Building, and improvements (including the Leased Premises) insured against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of said building(s).

**10.2 Lessee's Property and Fixtures.** Lessee and its Sublessee assume the risk of damage to any of their fixtures, furniture, equipment, machinery, goods, supplies contents, and their other personal property on the Leased Premises or used in connection with Lessee's or Sublessee's business or as to which Lessee or Sublessee retains the right of removal from the Leased Premises.

**10.3 Lessee's Insurance.**

(a) Lessee shall, at its own cost and expense, keep and maintain in full force during the Term, and any Additional Terms, the following:

- (1) Comprehensive general liability insurance, insuring Lessee's activities in or about the Leased Premises against loss, damage or liability for personal injury or death of any person or loss or damages to property occurring in, upon or about the Leased Premises covering bodily injury in the amounts of not less than One Million Dollars (\$1,000,000) per person and not less than One Million Dollars (\$1,000,000) per claim or occurrence, and covering property damage in the amount of not less than Two Million Dollars (\$2,000,000), in aggregate or combined single limit coverage. Lessor shall be named as an additional insured on such policy or policies of insurance; and
- (2) Insurance coverage for Lessee's fixtures, furniture, equipment, machinery, goods, supplies, contents, and other personal property on the Leased Premises or used in connection with Lessee's business.

(b) Lessee may assign to Sublessee the Lessee's insurance obligation, and Sublessee may perform Lessee's obligation to provide insurance.

#### **10.4 Indemnification of Lessor.**

(a) Lessee shall indemnify, defend and save harmless Lessor from and against any and all claims, demands, causes of action, law suits, judgments, losses, and liabilities for personal injury, death or property damage, and from and against all expenses incident thereto or incurred by Lessor as a result thereof, including attorney's fees and costs, that arise out of or relate to Lessee's use and occupation of the Premises during the Term or any Additional Terms of this Lease. Notwithstanding the preceding sentence, however, Lessee shall not be required to indemnify, defend or save harmless Lessor from or against any claim, demand, cause of action, law suit, judgments, loss, and liability to the extent it results from or is alleged to result from any negligent or intentional conduct of Lessor, Lessor's agents, employees or independent contractors.

(b) Lessee may assign to Sublessee the Lessor's indemnity obligation, and Sublessee may perform Lessee's obligation to indemnify Lessor.

**10.5 Insurance Certificates.** At the Lessor's request, Lessee or Sublessee shall provide Lessor with a certificate or certificates of insurance or letter of self-insurance evidencing the insurance coverage required under Section 10.3, and Lessee or Sublessee shall promptly notify the Lessor of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 11. DAMAGE AND DESTRUCTION

**11.1 Damage and Restoration.** If either the Leased Premises or Building is damaged or destroyed to the extent that Lessor reasonably determines that it cannot, with reasonable diligence, be fully repaired or restored by Lessor within one hundred eighty (180) days after the date of such damage or destruction, either Lessor or Lessee may terminate this Lease. Lessor shall notify Lessee of any such determination in writing, within thirty (30) days after the date of such damage or destruction. If Lessor so determines that the Building can be fully repaired or restored within the one hundred eighty (180) day period, or if Lessor so determines to the contrary but neither party terminates this Lease, then this Lease shall remain in full force and effect and Lessor shall, to the extent insurance proceeds are not required to be applied to mortgagee indebtedness on the Building or Land, diligently repair or rebuild the Leased Premises and/or Building to return such improvements to the condition in which it/they existed immediately prior to such damage or destruction, as soon as possible and within the maximum period of one hundred eighty (180) days, if applicable.

**11.2 Rent Abatement.** Rent due and payable hereunder shall be abated proportionately during any period in which, by reason of any such damage or destruction to the Leased Premises or the Building, the operation of Sublessee's business in the Leased Premises experiences substantial interference, and that continuation of all or part of Sublessee's business in the Leased Premises is not practical pending reconstruction. In such event, the Rent payable hereunder, or an equitable proportion thereof in the event Sublessee continues to conduct business in the Leased Premises, shall abate from the date of damage or destruction until Sublessee is able to conduct its full business operations in the Leased Premises.

## 12. EMINENT DOMAIN

**12.1 Total Condemnation.** If the whole of the Building is acquired or condemned by eminent domain or inversely condemned or sold in lieu of condemnation, for any public or quasi-public use or purpose ("Condemned"), then this Lease shall terminate as of the date of title vesting in such proceeding or conveyance in lieu of any proceeding, and Rent shall be prorated to the date of such termination.

**12.2 Partial Condemnation.** If less than the whole of the Building is Condemned, but such partial condemnation renders the Leased Premises unusable for the full and normal conduct of the business of Sublessee, or constitutes a substantial portion of the Building, as reasonably determined by Lessor, then the Lease shall terminate as of the date of the title vesting in such proceeding or conveyance in lieu of any proceeding and Rent shall be prorated to the date of termination. Otherwise, Lessor shall promptly restore the Leased Premises to a condition comparable to its condition immediately prior to such partial Condemnation, less the portion thereof

lost in such partial Condemnation, and this Lease shall continue in full force and effect, except that after the date of such title vesting, the Rent shall be proportionately reduced to reflect the percentage of the Leased Premises, Building and/or the Parking Area Condemned.

**12.3 Notices and Award.** Lessor shall, immediately upon receipt of notice in connection with any condemnation or potential condemnation, give Lessee notice in writing thereof. If Lessee receives notice of any such occurrence, Lessee shall immediately notify Lessor thereof. If the Leased Premises are wholly or partially Condemned, Lessor shall be entitled to the entire award paid for such condemnation, except as set forth herein. Lessee shall have the right to claim such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all costs or loss that Lessee and Sublessee would incur in removing Lessee's and Sublessee's furniture, fixtures, leasehold improvements and equipment to a new location.

### **13. DEFAULT**

**13.1 Events of Default.** Each of the following shall constitute an "Event of Default" on the part of Lessee:

- (a) **Payment.** Failure to pay any installment of Rent or other monies when due and payable under this Lease, if such failure continues for a period of thirty (30) days after written notice of such failure from Lessor to Lessee;
- (b) **Performance.** Except as otherwise set forth below, Default in the performance of any of Lessee's and Sublessee's non-payment obligations or covenants under this Lease, including Lessee's and Sublessee's compliance with the Permitted Use defined in Section 1.11, if such default continues for thirty (30) days after written notice thereof from Lessor to Lessee, provided, however, that if the obligation or covenant to be performed by Lessee and Lessee is of such nature that the same cannot reasonably be performed or cured within such thirty (30) day period, such default shall not constitute an Event of Default if Lessee commences such performance or cure within said thirty (30) day period and thereafter diligently undertakes to complete, and does so complete, the required performance or cure within a reasonable time;
- (c) **Assignment.** A general assignment by Lessee or Sublessee for the benefit of creditors;
- (d) **Bankruptcy.** The filing of a voluntary petition by Lessee or Sublessee seeking the rehabilitation, liquidation or reorganization of Lessee under any law relating to bankruptcy, insolvency or other relief of debtors, or the filing of an involuntary petition by any of Lessee's or Sublessee's creditors

seeking any such relief, if not dismissed or otherwise removed within ninety (90) days;

- (e) **Receivership.** The appointment of a receiver or other custodian to take possession of substantially all of Lessee's or Sublessee's assets or of this leasehold, if not dismissed or otherwise removed within ninety (90) days;
- (f) **Dissolution.** Entry of a court decree or order directing the winding up or liquidation of Lessee or Sublessee or of substantially all of its assets, if not reversed or otherwise removed within ninety (90) days; or any action by Lessee toward the dissolution or winding up of its affairs; or
- (g) **Attachment.** Attachment, execution or other judicial seizure of substantially all of Lessee's or Sublessee's assets or this leasehold, if not dismissed or otherwise removed within ninety (90) days.

**13.2 Lessor's Remedies.** Upon the occurrence of an Event of Default, Lessor may, at its option:

- (a) Without terminating this Lease or Lessee's obligations hereunder, including but not limited to the Lessee's obligation to pay rents, and with or without legal process, peaceably re-enter and retake possession of the Leased Premises, and remove Lessee's and Sublessee's property therefrom and store or dispose of such property at the expense of the Lessee, all without liability to Lessor or other persons for any such property so removed at the time of re-entry, except if caused solely by the willful act or gross negligence of Lessor;
- (b) Terminate this Lease by written notice to the Lessee, without terminating Lessee's obligations hereunder, including but not limited to the Lessee's obligation to pay Rent;
- (c) Relet the Leased Premises or any part thereof following repossession of the Leased Premises by Lessor, whether or not this Lease has been terminated, and without duty to so relet, for such term or terms, which extend beyond the Term, at such rental or rentals and upon such other terms and conditions, as Lessor in its sole discretion shall determine, and making such alterations and repairs to the Leased Premises as Lessor may reasonably determine to be necessary in connection therewith, provided that the net amount, if any, realized by Lessor from such reletting shall be credited against the amounts owed by Lessee under this Lease;
- (d) Following termination of this Lease, recover from Lessee all rent and other amounts due and unpaid under the terms of this Lease as of the date of termination, together with such other amounts as may be recoverable

under applicable law to compensate Lessor for all damages proximately caused by Lessee's failure to perform its obligations under this Lease;

- (e) Exercise or seek any other right or remedy allowed at law or in equity under the statutes or common law of the state in which the Land is located.

In connection with any of the foregoing, Lessor shall be entitled to recover from Lessee, promptly upon demand, any and all costs and expenses incurred by Lessor, including but not limited to reasonable attorneys' fees and costs of reletting, following any such Event of Default by Lessee. Lessee also shall be liable for and agrees to pay to Lessor interest assessed at the Federal Discount Rate but not exceeding 1.0% per month, with respect to the following: (1) all Rent under this Lease remaining unpaid for thirty (30) days after the due date, from the due day until paid; (2) all costs and expenses incurred by Lessor following any Event of Default, from the date paid or incurred by Lessor until reimbursed; and (3) all other amounts at any time becoming due and payable hereunder, from the date due and payable until paid.

**13.3 Lessor's Default.** It shall be a default under this Lease by Lessor if Lessor shall fail to perform or observe any obligation or covenant required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Lessee. Upon the occurrence of any such default, if the same has not been reasonably cured by Lessor within said period of thirty (30) or fewer days (provided, however, that if no emergency exists and the default is of such nature that the same cannot reasonably be cured within a thirty (30) day period, such cure period shall be extended for a reasonable time if Lessor commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same), then Lessee may, at its option cure the default and offset against the rents next due and payable hereunder the reasonable costs, if any, advanced by Lessee to effect such cure. Provided, however, that Lessee's right of offset shall be subject to the following limitations: (A) The subject default must be of a nature that materially affects Lessee's or Sublessee's parking, access to the Building or Leased Premises, or ability to conduct its Permitted Use in the Leased Premises; (B) Lessee and Sublessee shall submit to Lessor a written statement of their actual expenditures incurred to effect the cure of the default, and Lessor shall not have paid the same within fifteen (15) days after receipt of said statement; (C) Lessee or Sublessee shall submit a written notice of their exercise of said right of offset at the time the Rent payment or portion thereof against which the right is exercised otherwise would be due; and (D) Lessee's and Sublessee's right of offset during any period of twelve (12) consecutive months shall be limited to fifty percent (50%) of the total Rent payments payable during such twelve (12) month period.

**13.4 Remedies Cumulative; No Waiver.** Each right and remedy provided to a party under this Lease shall be cumulative and shall be in addition to every other right

or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. The exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall not constitute a waiver of any other right or remedy provided for in this Lease or now or hereafter existing at law in equity or by statute or otherwise. No failure by a party to insist upon the strict performance of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment by a party during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Lease nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

**14. RIGHT OF FIRST REFUSAL; OPTION TO PURCHASE.**

**14.1 Right of First Refusal.** In consideration of this Lease, in the event that the Lessor receives an offer to purchase the building and land described in § 2.1 during the term of this Lease or any Additional Terms, the Lessor agrees to first offer the property to Lessee for the same price and on the same terms and conditions as the offer made by the third party to Lessor.

- (a) Lessor agrees to notify Lessee in writing, as provided in §15.4, of the offer to purchase the land and building described in § 2.1, including all terms and conditions of the intended sale.
- (b) Lessee shall have ninety (90) days from the date of receipt of Lessor's written notice in which to exercise Lessee's right of first refusal by written notice to Lessor, as provided in §15.4, of Lessee's acceptance or rejection of the intended sale upon the same price, terms, and conditions as the offer made by the third party to Lessor.
- (c) If Lessee determines to exercise its right of first refusal by acceptance of the intended sale, then, to be valid and binding, Lessee must deliver written notice of its acceptance of the intended sale to Lessor, as provided in §15.4, before the ninety-first (91st) day following the date of Lessee's receipt of Lessor's written notice of intended sale.
- (d) If Lessee determines to exercise its right of first refusal by rejection of the intended sale, then Lessor may accept the offer from the third party and the land and building described in § 2.1 may be sold, transferred and conveyed to the third party free and clear of any right of first refusal in Lessee under

this Lease. In addition, at Lessor's request, Lessee agrees to execute any other instrument suitable for recording, if necessary, to document for the record Lessee's rejection of the intended sale and termination of its right of first refusal.

- (e) The parties agree that if Lessee does not provide written notice to Lessor of Lessee's exercise of its right of first refusal by acceptance or rejection of the intended sale before the ninety-first (91st) day following the date of Lessee's receipt of written notice of intended sale from Lessor, or if Lessee does not provide an instrument suitable for recording to document its rejection of the intended sale and the termination of their right of first refusal before the ninety-first (91st) day following the date of Lessee's receipt of written notice of intended sale from Lessor, then Lessee's right of first refusal will terminate automatically as of the ninety-first (91st) day following the date of Lessee's receipt of written notice of the intended sale from Lessor, and this right of first refusal shall terminate without any need for further action or documentation by Lessor or Lessee.
- (f) The termination of the right of first refusal does not terminate this Lease.

**14.2 Grant of Option to Purchase.** The Lessor, as part of the consideration herein, hereby grants to Lessee the exclusive option to purchase the land and building described in §2.1 ("Option") upon the terms and conditions stated herein and/or to be stated in a written Purchase and Sale Agreement to be executed by Lessor and Lessee.

- (a) **Option Period.** The Option shall run with the land and building described in §2.1 ("Leased Premises") during the term of this Lease or any Additional Terms thereof.
- (b) **Exercise of Option.** The Option to purchase must be exercised within three years from the first day of the initial Term ("option period") by written notice to the Lessor as provided in §15.4. However, the option to purchase cannot be exercised after the Lessee receives notice from the Lessor of an offer to purchase under § 14.1. But if the Lessor does not close a sale in connection with that offer, then the Lessee may exercise the option to purchase during the option period.
- (c) **Purchase Price and Terms.** The purchase price shall be the Fair Market Value for the Leased Premises. Such Fair Market Value will be based on the appraised value of the Leased Premises as established by a qualified appraiser, whose assignment is agreed to by the Lessor and Lessee. The purchase price shall be payable in full to Lessor at Closing. The Lessor shall convey marketable title to the Leased Premises, by good and



sufficient Warranty Deed in fee simple absolute, on or before Closing; said title to be free, clear, and unencumbered, except for restrictions and easements of record. Title to be insured by a policy of title insurance acceptable to Lessee and Sublessee. All other terms and conditions applicable to the sale and purchase of the Lease Premises shall be in a Purchase and Sale Agreement to be executed by Lessor and Lessee.

- (d) **Specific Performance.** It is acknowledged and agreed that the remedy of damages for breach of performance by either party is inadequate and therefore either party is entitled to the remedy of specific performance of this Option.

**15. MISCELLANEOUS**

**15.1 Quiet Possession.** If Lessee shall perform all of the covenants and obligations herein provided to be performed by Lessee, either directly or through Sublessee, Lessee and its Sublessee shall at all times during the Term have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Lessor or any persons lawfully claiming under Lessor.

**15.2 Memorandum of Lease.** The parties agree that they will not record this Lease at full length, but may record a Memorandum of Lease in compliance with AS 40.17.120 that shall include the §14 RIGHT OF FIRST REFUSAL; OPTION TO PURCHASE.

**15.3 Signage.** The Sublessee shall be able to install and maintain reasonable signage for Sublessee's business on the Leased Premises and in Building with the consent of Lessor, which consent shall not be unreasonably withheld.

**15.4 Notices.** All notices, demands and other communications authorized or required under this Agreement shall be given in writing, and shall be given by (i) personal delivery, or (ii) registered or certified mail, postage prepaid, and return receipt requested, or (iii) delivery by commercially recognized courier service. Notice shall be considered given on the date of delivery or refusal to accept delivery. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

**Lessor:**  
Westwing, LLC  
Attn: Members  
PO BOX 537  
Homer, AK, 99603

**Lessee:**  
KENAI PENINSULA BOROUGH  
Attn: Mayor  
144 N. Binkley St.  
Soldotna, AK 99669

**Sublessee:**

SOUTH PENINSULA HOSPITAL, INC.  
Attn: Chief Executive Officer  
4300 Bartlett Street  
Homer, AK 99603

The foregoing addresses for purposes of notice may be changed by giving notice of such change to the other parties as provided herein.

**15.4 Parties.** This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Lessor, Lessee, and Sublessee, and their respective heirs, successors, assigns and legal representatives.

**15.5 Time.** Time is of the essence of every provision hereof.

**15.6 Captions.** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

**15.7 Severability.** If any provision of this Lease shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**15.8 Governing Law, Forum and Venue.** This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the internal laws of the State of Alaska and in accordance with any applicable federal laws. The forum and venue for any law suit between these parties arising out of this Agreement shall be in the Trial Courts for the State of Alaska in the Third Judicial District, Homer Venue District.

**15.9 Entire Agreement.** This Lease sets forth all covenants, promises, agreements, conditions and understandings between Lessor, Lessee, and Sublessee concerning the subject matter of the lease of the Leased Premises, Building and Land, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor, Lessee, and Sublessee as to that subject other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor, Lessee, or Sublessee unless reduced to writing and signed by the parties.

**15.10 Agreement Not to be Construed Against Drafter.** The parties to this Lease have had a full opportunity to obtain legal advice concerning this Lease or have declined to obtain such advice. The fact that this Lease may be drafted by an attorney for one of the parties or by one of the parties is a matter of convenience to

all parties. Accordingly, the parties agree that the rule of construction that an instrument or document is to be construed and interpreted most strictly against the drafter of the instrument or document shall not apply in the construction or interpretation of this Lease.

**15.11 Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Lease shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

DRAFT

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WESTWING, LLC,  
LESSOR,

\_\_\_\_\_  
By: SONJA MARTIN YOUNG, Member

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by SONJA MARTIN YOUNG, Member of WESTWING, LLC, an Alaska limited liability company, on behalf of the Company.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

KENAI PENINSULA BOROUGH,  
LESSEE,

\_\_\_\_\_  
By: MIKE NAVARRE, Mayor

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by MIKE NAVARRE, Mayor of the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, on behalf of the Corporation.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHNI BLANKENSHIP, Borough Clerk

\_\_\_\_\_  
Colette G. Thompson, Borough Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SOUTHPENINSULAHOSPITAL, INC.,  
Sublessee,

\_\_\_\_\_  
By: ROBERT F. LETSON, Chief Executive Officer

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by ROBERT F. LETSON, Chief Executive Officer of SOUTHPENINSULAHOSPITAL, INC., an Alaska nonprofit corporation, on behalf of the Corporation.

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

Introduced by: Administration  
Date: February 8, 2012  
Action: Adopted  
Vote: 7 - Yes, 0 - No,  
2 - Absent

**SOUTH PENINSULA HOSPITAL  
BOARD RESOLUTION  
2012-01**

**A RESOLUTION OF THE SOUTH PENINSULA HOSPITAL BOARD OF DIRECTORS APPROVING  
ACQUISITION OF MEDICAL EQUIPMENT AND PROPERTY LEASE**

**WHEREAS**, South Peninsula Hospital requires the purchase of medical equipment appraised at \$146,545 for the purpose of providing medical care to the residents of the Service Area; and

**WHEREAS**, SPH requires a lease agreement of \$9,808 per month or \$2.00 per square foot for a term of 10 years for the space in which to provide care; and

**WHEREAS**, this lease amount is Fair Market Value according to Derry & Associates', real estate appraisal; and

**WHEREAS**, the financial projections of this acquisition and lease have been reviewed and are favorable to SPH; and

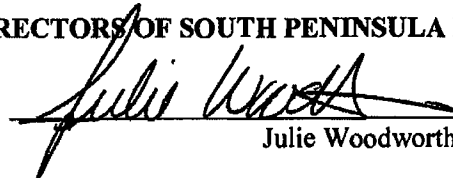
**WHEREAS**, the acquisition of equipment and lease of property require Kenai Peninsula Borough Assembly approval, per the Sublease and Operating Agreement; and

**WHEREAS**, this acquisition aligns with the following strategy from the Strategic Plan: "Provide services that increase utilization of SPHI as a first choice medical facility and service point in Service Area. Patient focused functions: SPHI must identify those programs and services which meet the healthcare needs of the community, are consistent with the clinical expertise of the medical staff, promote utilization and financial growth, and support the achievement of the hospital's mission."


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

- 1. APPROVE ACQUISITION OF MEDICAL EQUIPMENT TOTALING \$146,545; AND**
- 2. APPROVE 10-YEAR LEASE AGREEMENT OF \$9,808 PER MONTH; AND**
- 3. FORWARD THIS RESOLUTION TO THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA BOARD FOR APPROVAL; AND**
- 4. FORWARD THIS RESOLUTION TO THE KENAI PENINSULA BOROUGH ASSEMBLY FOR APPROVAL.**

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA HOSPITAL, INC. THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2012.**

  
Julie Woodworth, Board President

ATTEST:

  
Bernadette Wilson, Secretary

Roll Call:  
Yes: 7  
No: 0  
Absent: 2

**South Peninsula Hospital Service Area Board  
Regular Meeting  
February 9, 2012**


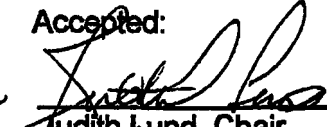
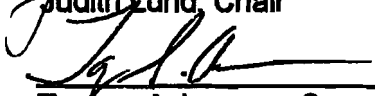
<b><u>CALL TO ORDER</u></b>	Chair Lund called the meeting to order at 6:30 p.m.
<b><u>ROLL CALL</u></b>	<p><b>Present:</b> Board Members Barbara McBride, Judith Lund, Ryan Ridge, Marie Walli, Roberta Highland,  <b>Excused:</b> Board Members Diann Martin, Tammy Ackerman, Ralph Broshes, Doris Cabana  <b>Staff:</b> Alan Barnes, CFO; Sara Karnos, Administrative Assistant/Orthopedic Clinic Manager  <b>Also Present:</b> Jan Hanenberger, Homer Secretarial Services</p> <p>A quorum was present.</p>
<b><u>INTRODUCTION OF GUESTS</u></b>	Chair Lund welcomed Sara Karnos and Alan Barnes.
<b><u>APPROVAL OF AGENDA</u></b>	Board Member Walli moved, Board Member McBride seconded to approve the agenda as submitted. Motion passed.
<b><u>COMMENTS FROM THE AUDIENCE</u></b>	There were no comments.
<b><u>APPROVAL OF MINUTES: REGULAR MEETING January 19, 2012</u></b>	This item will be on the March agenda.
<b><u>PRESENTATION: BUDGET PRESENTATION TO THE SAB AND REVIEW WITH DISCUSSION</u></b>	Chair Lund mentioned the Capital Budget information will not be available until after the February BOD meeting. A special SAB meeting may need to be called.
<b><u>REPORTS</u></b>	<p>In the absence of Board Member Ackerman, Chair Lund reported they discussed matters which will be handled in Executive Session.</p> <p>No report.</p>
<b><u>Committee of the Whole – Tammy Ackerman</u></b>	
<b><u>Governance Committee – Marie Walli</u></b>	
<b><u>CEO Robert Letson</u></b>	<p>In CEO Letson's absence, CFO Barnes reported:</p> <ul style="list-style-type: none"> <li>• They received the Cost Report back showing the hospital was under paid for the year. SPH will be</li> </ul>

**South Peninsula Hospital Service Area Board  
Regular Meeting  
February 9, 2012**

<p><b><u>CEO Robert Letson – continued:</u></b></p>	<p>receiving a pretty good receivable.</p> <ul style="list-style-type: none"> <li>• The Orthopedic Program is doing very well. They budgeted \$2.5 million for the year and in the first six months the program has brought in \$2.5 million.</li> <li>• The new radiology equipment is being installed and should be up and running in the next seven to ten days.</li> <li>• The succession pump went down but the new equipment was already here and is currently being installed.</li> <li>• Census has been up and down. Currently there are 27 residents in LTC and there is one more person interested in coming.</li> <li>• The Capital Budget is almost complete with a couple of items to still discuss with Craig Chapman, KPB Finance Director.</li> </ul> <p>Questions and answers followed.</p>
<p><b><u>SPHI Operating Board Representative</u></b></p>	<p>No one present.</p>
<p><b><u>SAB Representative to Operating Board Meeting</u></b></p>	<p>Ralph Broshes was January's representative but was not present this evening.</p>
<p><b><u>KPB Assembly Representative</u></b></p>	<p>No one present.</p>
<p><b><u>SAB Chair – Judith Lund</u></b></p>	<p>Chair Lund had nothing further to report.</p>
<p><b><u>Roberta Highland</u></b></p>	<p>Board Member Highland had nothing to report.</p>
<p><b><u>SPHI Foundation – Barbara McBride</u></b></p>	<p>Board Member McBride will provide a report at the March meeting.</p>
<p><b><u>UNFINISHED BUSINESS</u></b></p>	
<p><b><u>Budget</u></b></p>	<p>.Budget information was not available.</p>
<p><b><u>NEW BUSINESS</u></b></p>	
<p><b><u>Executive Session</u></b></p>	<p>SAB went into Executive Session at 6.38 p.m. to discuss matters, the immediate knowledge of which could clearly have an adverse effect upon the personnel and/or finances of SPH.</p>



**South Peninsula Hospital Service Area Board  
Regular Meeting  
February 9, 2012**

<p><b><u>Executive Session – continued:</u></b></p> <p><b><u>INFORMATIONAL ITEMS</u></b></p> <p><b><u>COMMENTS FROM AUDIENCE</u></b></p> <p><b><u>COMMENTS FROM BOARD/STAFF</u></b></p> <p><b><u>ADJOURNMENT</u></b></p>	<p>SAB went back into Regular Session. Chair Lund reported Board Resolution 12-01, presented by the South Peninsula Hospital Board, was unanimously approved.</p> <p>There were no comments on the informational items.</p> <ul style="list-style-type: none"><li>• Sara Karnos thanked the SAB members for their service.</li><li>• Jan Hanenberger thanked Chair Lund for her help with the meeting packets while she was on vacation.</li><li>• Ryan Ridge thanked everyone for coming.</li></ul> <p>There being no further business the meeting adjourned at 6:50 p.m.</p> <p>Respectfully submitted,</p> <p> Janet E. Hanenberger Homer Secretarial Services Minutes Approved: <u>3/8/12</u></p> <p>Accepted:</p> <p> Judith Lund, Chair</p> <p> Tammy Ackerman, Secretary</p>
--	---

Introduced by:

Mayor

Date:

04/03/12

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-027**

**A RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT BY SOUTH  
PENINSULA HOSPITAL, INC.**

1 **WHEREAS**, pursuant to its strategic plan, South Peninsula Hospital, Inc. (“SPH, Inc.”) is  
2 expanding its area of operation to include more clinical and office space located  
3 near the hospital; and

4 **WHEREAS**, by separate resolution, SPH, Inc. is seeking approval to lease additional clinical  
5 and office space; and

6 **WHEREAS**, SPH, Inc. would like to purchase the assets contained in the clinical and office  
7 space to be leased; and

8 **WHEREAS**, paragraph 12(b)(iv) of the Sublease and Operating Agreement between the  
9 borough and SPH, Inc. requires borough assembly approval of all equipment  
10 purchases whether for capital equipment or other equipment costing more than  
11 \$100,000 using funds not previously appropriated for that purpose; and

12 **WHEREAS**, the purchase price of the equipment is \$146,545; and

13 **WHEREAS**, at its meeting of February 8, 2012, the SPH, Inc. Board recommended approval;

14 **WHEREAS**, at its meeting of February 9, 2012, the South Kenai Peninsula Hospital Service  
15 Area Board approved SPH, Inc. Board’s Resolution 2012-01 that approved  
16 acquisition of medical equipment totaling \$146,545;

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

3 **SECTION 1.** That SPH, Inc. is authorized to purchase clinical and office equipment located at  
4 the facilities to be leased by SPH, Inc. at 34136 Bartlett Street, Homer; 309 West  
5 Fairview, Homer; and 4117 Bartlett Street, Homer, for the total price of \$146,545.

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

7 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD**  
8 **DAY OF APRIL, 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

www.borough.kenai.ak.us

**MIKE NAVARRE**  
**BOROUGH MAYOR**

### **MEMORANDUM**

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

**FROM:** Mike Navarre, Mayor *Mike Navarre*

**CC:** Robert Letson, CEO, South Peninsula Hospital, Inc.  
Judith Lund, Chair, South Kenai Peninsula Hospital Service Area Board

**DATE:** March 22, 2012

**SUBJECT:** Resolution 2012-027, approving the purchase of equipment by South Peninsula Hospital, Inc.

Pursuant to its strategic plan, South Peninsula Hospital, Inc. is in the process of attempting to expand its areas of service to include additional clinical and business office space near the hospital. In a separate resolution, the assembly is being asked to authorize SPH, Inc. to lease two clinical offices and one business office located near the hospital. These offices contain equipment that SPH, Inc. would like to purchase. Assembly approval of this purchase is required by the Sublease and Operating Agreement, paragraph 12(b)(iv) as the total price is \$146,545. Funds for this purchase will be paid with hospital operating funds. Approval of this resolution is contingent upon approval of the leases.

Introduced by: Administration  
Date: February 8, 2012  
Action: Adopted  
Vote: 8 - Yes, 0 - No,  
2 - Absent

**SOUTH PENINSULA HOSPITAL  
BOARD RESOLUTION  
2012-01**

**A RESOLUTION OF THE SOUTH PENINSULA HOSPITAL BOARD OF DIRECTORS APPROVING  
ACQUISITION OF MEDICAL EQUIPMENT AND PROPERTY LEASE**

**WHEREAS**, South Peninsula Hospital requires the purchase of medical equipment appraised at \$146,545 for the purpose of providing medical care to the residents of the Service Area; and

**WHEREAS**, SPH requires a lease agreement of \$9,808 per month or \$2.00 per square foot for a term of 10 years for the space in which to provide care; and

**WHEREAS**, this lease amount is Fair Market Value according to Derry & Associates', real estate appraisal; and

**WHEREAS**, the financial projections of this acquisition and lease have been reviewed and are favorable to SPH; and

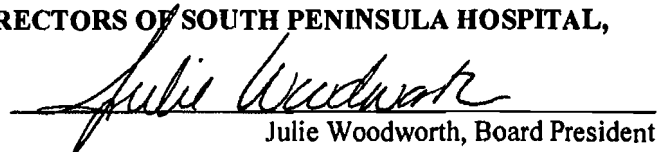
**WHEREAS**, the acquisition of equipment and lease of property require Kenai Peninsula Borough Assembly approval, per the Sublease and Operating Agreement; and

**WHEREAS**, this acquisition aligns with the following strategy from the Strategic Plan: "Provide services that increase utilization of SPHI as a first choice medical facility and service point in Service Area. Patient focused functions: SPHI must identify those programs and services which meet the healthcare needs of the community, are consistent with the clinical expertise of the medical staff, promote utilization and financial growth, and support the achievement of the hospital's mission."


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

- 1. APPROVE ACQUISITION OF MEDICAL EQUIPMENT TOTALING \$146,545; AND**
- 2. APPROVE 10-YEAR LEASE AGREEMENT OF \$9,808 PER MONTH; AND**
- 3. FORWARD THIS RESOLUTION TO THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA BOARD FOR APPROVAL; AND**
- 4. FORWARD THIS RESOLUTION TO THE KENAI PENINSULA BOROUGH ASSEMBLY FOR APPROVAL.**

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA HOSPITAL, INC. THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2012.**

  
Julie Woodworth, Board President

ATTEST:

  
Bernadette Wilson, Secretary

Roll Call:  
Yes: 8  
No: 0  
Absent: 2


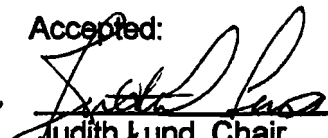
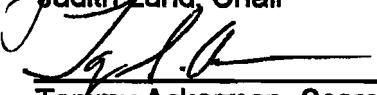
**South Peninsula Hospital Service Area Board  
Regular Meeting  
February 9, 2012**

<p><b><u>CALL TO ORDER</u></b></p>	<p>Chair Lund called the meeting to order at 6:30 p.m.</p>
<p><b><u>ROLL CALL</u></b></p>	<p><b>Present:</b> Board Members Barbara McBride, Judith Lund, Ryan Ridge, Marie Walli, Roberta Highland, <b>Excused:</b> Board Members Diann Martin, Tammy Ackerman, Ralph Broshes, Doris Cabana <b>Staff:</b> Alan Barnes, CFO; Sara Karnos, Administrative Assistant/Orthopedic Clinic Manager <b>Also Present:</b> Jan Hanenberger, Homer Secretarial Services</p> <p>A quorum was present.</p>
<p><b><u>INTRODUCTION OF GUESTS</u></b></p>	<p>Chair Lund welcomed Sara Karnos and Alan Barnes.</p>
<p><b><u>APPROVAL OF AGENDA</u></b></p>	<p>Board Member Walli moved, Board Member McBride seconded to approve the agenda as submitted. Motion passed.</p>
<p><b><u>COMMENTS FROM THE AUDIENCE</u></b></p>	<p>There were no comments.</p>
<p><b><u>APPROVAL OF MINUTES: REGULAR MEETING January 19, 2012</u></b></p>	<p>This item will be on the March agenda.</p>
<p><b><u>PRESENTATION: BUDGET PRESENTATION TO THE SAB AND REVIEW WITH DISCUSSION</u></b></p>	<p>Chair Lund mentioned the Capital Budget information will not be available until after the February BOD meeting. A special SAB meeting may need to be called.</p>
<p><b><u>REPORTS</u></b></p>	
<p><b><u>Committee of the Whole – Tammy Ackerman</u></b></p>	<p>In the absence of Board Member Ackerman, Chair Lund reported they discussed matters which will be handled in Executive Session.</p>
<p><b><u>Governance Committee – Marie Walli</u></b></p>	<p>No report.</p>
<p><b><u>CEO Robert Letson</u></b></p>	<p>In CEO Letson's absence, CFO Barnes reported:</p> <ul style="list-style-type: none"> <li>• They received the Cost Report back showing the hospital was under paid for the year. SPH will be</li> </ul>

**South Peninsula Hospital Service Area Board  
Regular Meeting  
February 9, 2012**

<p><b><u>CEO Robert Letson -- continued:</u></b></p>	<p>receiving a pretty good receivable.</p> <ul style="list-style-type: none"> <li>• The Orthopedic Program is doing very well. They budgeted \$2.5 million for the year and in the first six months the program has brought in \$2.5 million.</li> <li>• The new radiology equipment is being installed and should be up and running in the next seven to ten days.</li> <li>• The succession pump went down but the new equipment was already here and is currently being installed.</li> <li>• Census has been up and down. Currently there are 27 residents in LTC and there is one more person interested in coming.</li> <li>• The Capital Budget is almost complete with a couple of items to still discuss with Craig Chapman, KPB Finance Director.</li> </ul> <p>Questions and answers followed.</p>
<p><b><u>SPHI Operating Board Representative</u></b></p>	<p>No one present.</p>
<p><b><u>SAB Representative to Operating Board Meeting</u></b></p>	<p>Ralph Broshes was January's representative but was not present this evening.</p>
<p><b><u>KPB Assembly Representative</u></b></p>	<p>No one present.</p>
<p><b><u>SAB Chair -- Judith Lund</u></b></p>	<p>Chair Lund had nothing further to report.</p>
<p><b><u>Roberta Highland</u></b></p>	<p>Board Member Highland had nothing to report.</p>
<p><b><u>SPHI Foundation -- Barbara McBride</u></b></p>	<p>Board Member McBride will provide a report at the March meeting.</p>
<p><b><u>UNFINISHED BUSINESS</u></b></p>	
<p><b><u>Budget</u></b></p>	<p>.Budget information was not available.</p>
<p><b><u>NEW BUSINESS</u></b></p>	
<p><b><u>Executive Session</u></b></p>	<p>SAB went into Executive Session at 6.38 p.m. to discuss matters, the immediate knowledge of which could clearly have an adverse effect upon the personnel and/or finances of SPH.</p>

**South Peninsula Hospital Service Area Board  
Regular Meeting  
February 9, 2012**

<p><b><u>Executive Session – continued:</u></b></p> <p><b><u>INFORMATIONAL ITEMS</u></b></p> <p><b><u>COMMENTS FROM AUDIENCE</u></b></p> <p><b><u>COMMENTS FROM BOARD/STAFF</u></b></p> <p><b><u>ADJOURNMENT</u></b></p>	<p>SAB went back into Regular Session. Chair Lund reported Board Resolution 12-01, presented by the South Peninsula Hospital Board, was unanimously approved.</p> <p>There were no comments on the informational items.</p> <ul style="list-style-type: none"><li>• Sara Karnos thanked the SAB members for their service.</li><li>• Jan Hanenberger thanked Chair Lund for her help with the meeting packets while she was on vacation.</li><li>• Ryan Ridge thanked everyone for coming.</li></ul> <p>There being no further business the meeting adjourned at 6:50 p.m.</p> <p>Respectfully submitted, <span style="float: right;">Accepted:</span></p> <p> Janet E. Hanenberger Homer Secretarial Services Minutes Approved: <u>3/8/12</u></p> <p> Judith Lund, Chair</p> <p> Tammy Ackerman, Secretary</p>
--	---



Introduced by: Redistricting Committee  
Date: 04/03/12  
Hearing: 05/01/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-08**

**AN ORDINANCE AMENDING THE BOROUGH CODE TO REVISE ASSEMBLY AND  
SCHOOL BOARD DISTRICT BOUNDARIES AND PROVIDING FOR TRUNCATION  
OF THE TERM FOR ASSEMBLY SEAT NUMBER 2, KENAI**

1 **WHEREAS**, in Resolution 2011-045 the assembly declared itself malapportioned and in  
2 Ordinance 2011-25 submitted two assembly and school board apportionment  
3 plans to the voters; and

4 **WHEREAS**, in the October 4, 2011 election, the Kenai Peninsula Borough voters approved an  
5 apportionment plan with nine single-member assembly and school board districts  
6 with each assembly and school board member elected from one district; and

7 **WHEREAS**, in Ordinance 2011-41, the assembly provided for the assembly and school board  
8 composition and form of representation that received the most votes as required  
9 by AS 29.20.070(d); and

10 **WHEREAS**, the assembly must by ordinance adopt the legal descriptions for final assembly  
11 and school board districts which comply with equal representation requirements  
12 of the United States Constitution; and

13 **WHEREAS**, a committee consisting of three assembly members and the borough clerk has  
14 recommended assembly and school district boundaries which comply with federal  
15 law and are substantially similar to the tentative maps provided to the voters for  
16 the October 2011 election and which also follow, to the extent feasible, the state  
17 precinct lines in order to help ensure simplicity and accuracy of the ballot process  
18 in future elections; and

1 **WHEREAS,** as the population on the east side of the Kenai Peninsula reduced notably since the  
2 2000 census, the western boundary for District 6 has been moved to include the  
3 east side of the Sterling area to meet equal representation requirements as well as  
4 continuing to include populations with similar economic and social interests; and

5 **WHEREAS,** adjustments are made to the remaining districts to maintain compliance with equal  
6 representation standards and continue to include populations with similar  
7 economic, cultural, and social interests, and/or to retain consistency with political  
8 boundaries; and

9 **WHEREAS,** the committee reviewed and considered whether the proposed changes would  
10 impact the voting and equal representation rights of the minority populations in  
11 the borough and determined the changes would have no impact largely because  
12 the minority populations reside throughout the entire borough; and

13 **WHEREAS,** while there is no clear rule as to whether truncation of terms is required, as a  
14 general guideline, if the number of residents in an assembly district increases by  
15 more than 10 percent after the boundary change, then truncation is recommended;  
16 and

17 **WHEREAS,** the 10 percent change is calculated by determining the number of new individuals  
18 added to the district population, and dividing that number by the new district  
19 population;

20 **WHEREAS,** district 2 has changed by more than 10 percent, which means that truncation of  
21 the terms for that district is recommended; and

22 **WHEREAS,** as the term for the current school board member in district 2 expires in 2012 but  
23 the assembly member's term for district 2 expires in 2014, there is no need to  
24 truncate the school board member's term; and

1 **WHEREAS**, at its meeting of April 2, 2012, the Kenai Peninsula Borough School Board  
2 recommended \_\_\_\_\_;

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

5 **SECTION 1.** That KPB 22.30.010 is revised as follows:

6 A. District No. 1, Kalifornsky, shall be represented by 1 seat, designated Seat 1,  
7 described as follows:

8 Commencing at the section corner common to Sections 27, 28, 33 and 34,  
9 T5N, R11W;

10 Thence north to the intersection of the section line common to sections 27  
11 and 28, T5N, R11 W and the centerline of Unocal Airport Road;

12 Thence southwesterly along Unocal Airport Road to the intersection with  
13 centerline of Kalifornsky Beach Road;

14 Thence south along the centerline of Kalifornsky Beach Road to the  
15 intersection of the north 1/16 line of Section 1, T4N, R12W;

16 Thence west to the mean high water line of Cook Inlet;

17 Thence northerly along the mean high water line to the intersection of the  
18 section line common to Sections 7, 18, T5N, R11W;

19 Thence easterly to the intersection of the section corner common to sections  
20 7,8,17 and 18, T5N, R11W;

21 Thence south to the section corner common to sections 17, 18, 19 and 20,  
22 T5N, R11W;

23 Thence east to the section corner common to sections 15, 16, 21 and 22,  
24 T5N, R11W;

25 Thence northerly to the west ¼ corner of section 15, T5N, R11W;

26 Thence east to the thread of the Kenai River;

27 Thence easterly and northerly along the thread of the Kenai River to the  
28 confluence of Beaver Creek;

1 Thence northeasterly along the thread of Beaver Creek to the range line  
2 common to section 36, T6N, R11W and section 31, T6N, R10W;  
3 Thence south along the range line to the south 1/16 corner of Section 31,  
4 T6N, R10W;  
5 Thence east along the south 1/16 line to the intersection of Sections 31, 32,  
6 T6N, R10W;  
7 Thence south along the section line to the section corner common to Sections  
8 5, 6, 7, 8, T5N, R10W;  
9 Thence east to the 1/4 corner common to Sections 5, 8, T5N, R10W;  
10 Thence south to the center 1/4 corner of Section 8, T5N, R10W;  
11 Thence west to the center west 1/16 of Section 8, T5N, R10W;  
12 Thence south to the southwest 1/16 corner of Section 8, T5N, R10W;  
13 Thence west to the centerline of the Kenai Spur Highway;  
14 Thence southerly along centerline of the Kenai Spur Highway to the  
15 centerline of the intersection of Sport Lake Road;  
16 Thence east along Sport Lake Road to the centerline of Moser Road also  
17 being a section line common to Sections 20, 21, T5N, R10W;  
18 Thence south to the intersection of the centerline of the Alaska Natural Gas  
19 Pipeline right-of-way;  
20 Thence westerly along the pipeline centerline right-of-way to the centerline  
21 of Delta Avenue;  
22 Thence westerly along the centerline of Delta Avenue to the centerline of  
23 Gibson Blvd;  
24 Thence south along centerline of Gibson Blvd to the centerline of Kilowatt  
25 Avenue;  
26 Thence westerly along the centerline of Kilowatt Avenue to the centerline of  
27 the Kenai Spur Highway;  
28 Thence southerly along the centerline of the Kenai Spur Highway to the  
29 north 1/16 line of Section 29, T5N, R10W;  
30 Thence west along the north 1/16 line to the intersection of the thread of the  
31 Kenai River;

1 Thence southwesterly along the thread of the Kenai River to the section line  
2 common to Sections 25, 36, T5N, R11W;  
3 Thence west along said section line to section corner common to Sections 25,  
4 26, 35, 36, T5N, R11W;  
5 Thence south to the section corner common to Sections 35, 36, T5N, R11W  
6 and the township line common to T4N & T5N;  
7 Thence west along said township line to the point of beginning, and all being  
8 within the Seward Meridian, Alaska.

9 B. District No. 2, Kenai, shall be represented by 1 seat, designated Seat 2,  
10 described as follows:

11 Commencing at the 1/4 corner common to Sections 13, 24, T6N, R11W;  
12 Thence west to the 1/4 corner common to Sections 17, 20, T6N, R11W;  
13 Thence south to the center 1/4 corner of Section 29, T6N, R11W;  
14 Thence west to the center 1/4 corner of Section 25, T6N, R12W;  
15 Thence north to the 1/4 corner common to Sections 24, 25, T6N, R12W;  
16 Thence west to the intersection of the mean high water line of Cook Inlet;  
17 Thence southerly along the mean high water line to the intersection of the  
18 section line common to Sections 7, 18, T5N, R11W;  
19 Thence easterly to the intersection of the section corner common to sections  
20 7,8,17 and 18, T5N, R11W;  
21 Thence south to the section corner common to sections 17, 18, 19 and 20,  
22 T5N, R11W;  
23 Thence east to the section corner common to sections 15, 16, 21 and 22,  
24 T5N, R11W;  
25 Thence northerly to the west ¼ corner of section 15, T5N, R11w;  
26 Thence east to the thread of the Kenai River;  
27 Thence easterly and northerly along the thread of the Kenai River to the  
28 confluence of Beaver Creek;  
29 Thence northeasterly along the thread of Beaver Creek to the range line  
30 common to section 36, T6N, R11W and section 31, T6N, R10W;

1 Thence north along said range line to the 1/4 corner common to Section 24,  
2 T6N, R11W and Section 19, T6N, R10W;  
3 Thence west to the center 1/4 corner of Section 24, T6N, R11W;  
4 Thence north to the point of beginning, and all being within the Seward  
5 Meridian, Alaska.

6 C. District No. 3, Nikiski, shall be represented by 1 seat, designated Seat 3,  
7 described as follows:

8 District No. 3, Nikiski, Area 1

9 Commencing at the 1/4 corner common to Sections 13, 24, T6N, R11W;  
10 Thence west to the 1/4 corner common to Sections 17, 20, T6N, R11W;  
11 Thence south to the center 1/4 corner of Section 29, T6N, R11W;  
12 Thence west to the center 1/4 corner of Section 25, T6N, R12W;  
13 Thence north to the 1/4 corner common to Sections 24, 25, T6N, R12W;  
14 Thence west to the intersection of the mean high water line of Cook Inlet;  
15 Thence northeasterly along the mean high water line of Cook Inlet to the  
16 thread of Burnt Island Creek;  
17 Thence southeasterly along the thread of Burnt Island Creek to the  
18 intersection of the Alaska Natural Gas Pipeline right-of-way centerline;  
19 Thence southwesterly along the Alaska Natural Gas Pipeline right-of-way  
20 centerline to the intersection of the section line common to Section 6, T5N,  
21 R7W and Section 1, T5N, R8W;  
22 Thence north to the southeast corner of T6N, R8W;  
23 Thence west to the southeast corner of T6N, R9W;  
24 Thence north to the 1/4 corner common to Section 31, T6N, R8W and  
25 Section 36, T6N, R9W;  
26 Thence east to the 1/4 corner common to Sections 31, 32, T6N, R8W;  
27 Thence north to the section corner common to Sections 31, 32, 30, 29, T6N,  
28 R8W;  
29 Thence east to the 1/4 corner common to Sections 29, 32, T6N, R8W;

1 Thence north to the center 1/4 corner of Section 20, T6N, R8W;  
2 Thence west to the centerline of Swanson River Road;  
3 Thence southerly along Swanson River Road centerline to the section corner  
4 common to Sections 1, 2, T5N, R9W and Sections 35, 36, T6N, R9W;  
5 Thence west to the section corner common to Sections 5, 6, T5N, R10W and  
6 Sections 31, 32, T6N, R10W;  
7 Thence north to the south 1/16 corner common to Sections 31, 32, T6N,  
8 R10W;  
9 Thence west to the south 1/16 corner common to Section 31, T6N, R10W  
10 and Section 36, T6N, R11W;  
11 Thence north to the 1/4 corner common to Section 19, T6N, R10W and  
12 Section 24, T6N, R11W;  
13 Thence west to the center 1/4 corner of Section 24, T6N, R11W;  
14 Thence north to the point of beginning, and all being within the Seward  
15 Meridian, Alaska.

16 District No. 3, Nikiski, Area 2

17 Commencing at the northeast corner of T13N, R10W;  
18 Thence south along the range line to the mean high water line of Cook Inlet;  
19 Thence southeasterly along the mean high water line of Cook Inlet to the  
20 intersection of Lake Clark National Park and the mean high water line of  
21 Chinitna Bay;  
22 Thence northwesterly along the boundary of Lake Clark National Park to  
23 intersection of range line common to R25W and R26W;  
24 Thence north to northwest corner of T1S, R25W;  
25 Thence east to the southwest corner of T1N, R24W;  
26 Thence north to the northwest corner of T4N, R24W;  
27 Thence east to the southwest corner of T5N, R23W;  
28 Thence north to the northwest corner of T8N, R23W;  
29 Thence west to the southeast corner of T9N, R24W;

1 Thence north to the northeast corner of T12N, R24W;  
2 Thence west to the southeast corner of T13N, R24W;  
3 Thence north to the northeast corner of T15N, R24W;  
4 Thence east to the northeast corner T15N, R12W;  
5 Thence south to the northwest corner of T13N, R10W;  
6 Thence east to the northeast corner of T13N, R10W, and being the point of  
7 beginning, and all being within the Seward Meridian, Alaska.

8 District No. 3, Nikiski, Area 3

9 All of Kalgin Island and Chisik Island in Cook Inlet, and all being within the  
10 Seward Meridian, Alaska.

11 D. District No. 4, Soldotna, shall be represented by 1 seat, designated Seat 4,  
12 described as follows:

13 Commencing at the section corner common to Sections 5, 6, T5N, R10W and  
14 Section 31, 32, T6N, R10W;  
15 Thence south to the section corner common to Sections 5, 6, 7, 8, T5N,  
16 R10W;  
17 Thence east to the 1/4 corner common to Sections 5, 8, T5N, R10W;  
18 Thence south to the center 1/4 corner of Section 8, T5N, R10W;  
19 Thence west to the center west 1/16 corner of Section 8, T5N, R10W;  
20 Thence south to the southwest 1/16 corner of Section 8, T5N, R10W;  
21 Thence west to the centerline of the Kenai Spur Highway;  
22 Thence southerly along centerline of the Kenai Spur Highway to the  
23 centerline of the intersection of Sport Lake Road;  
24 Thence east to the centerline of Moser Road also being a section line  
25 common to Sections 20, 21, T5N, R10W;  
26 Thence south to the intersection of the centerline of the Alaska Natural Gas  
27 Pipeline right-of-way;



1 Thence westerly along the pipeline centerline right-of-way to the centerline  
2 of Delta Avenue;  
3 Thence westerly along the centerline of Delta Avenue, to the centerline of  
4 Gibson Blvd;  
5 Thence south along the centerline of Gibson Blvd to the centerline of  
6 Kilowatt Avenue;  
7 Thence westerly along the centerline of Kilowatt Avenue to the centerline of  
8 the Kenai Spur Highway;  
9 Thence southerly along the centerline of the Kenai Spur Highway to the  
10 north 1/16 line of Section 29, T5N, R10W;  
11 Thence west along the north 1/16 line of Section 29 to the intersection of the  
12 thread of the Kenai River;  
13 Thence southwesterly along the thread of the Kenai River to the section line  
14 common to Sections 25, 36, T5N, R11W;  
15 Thence west along said section line to section corner common to Sections 25,  
16 26, 35, 36 T5N, R11W;  
17 Thence south to the section corner common to Sections 35, 36, T5N, R11W  
18 also being the township line being common to T4N and T5N and the  
19 southwest corner of the corporate boundary of the City of Soldotna;  
20 Thence east along the township line to the intersection of the centerline Ski  
21 Hill Road;  
22 Thence northwesterly along the centerline of Ski Hill Road to centerline of  
23 Funny River Road;  
24 Thence southeasterly along the centerline of Funny River Road to extension  
25 of the east property boundary of Lot 3A, Tachick Subdivision Part Three plat  
26 86-160 KRD;  
27 Thence north to the thread of the Kenai River;  
28 Thence northeasterly along the thread of the Kenai River to the extension of  
29 the lot line of Lot 6, Block 1 Logan Subdivision plat 1636 KRD and Lot 27,  
30 Derkevorkian Subdivision No. 2 Amended plat 77-52 KRD;

1 Thence southeasterly along said lot line to the north boundary of Funny River  
2 Road;  
3 Thence northeasterly along the north edge of Funny River Road to the  
4 intersection of Oehler Road;  
5 Thence north and east along the centerline of Oehler Road to the extension of  
6 the east lot line of Lot L-1A, Derkevorkian Subdivision Wackler Addition  
7 plat 2007-50;  
8 Thence north to the south meander of the Kenai River;  
9 Thence southwesterly along the south meander of the Kenai River to the east  
10 west center ¼ section line of Section 32, T5N, R10W;  
11 Thence west to the thread of the Kenai River;  
12 thence easterly along the thread of the Kenai River to the intersection of the  
13 north south center ¼ section line of section 32, T5N, R10W;  
14 Thence south along the north south ¼ section line to the intersection of the  
15 north boundary of Funny River Road;  
16 Thence south and west to the centerline of Airport Heights Street;  
17 Thence south to the township line common to T4N and T5N;  
18 Thence east along the township line common to T4N and T5N sections 34  
19 and 35, T5N, R10W;  
20 Thence north to the south 1/16 corner common to section 32, 33, T5N,  
21 R10W;  
22 Thence west to the center south 1/16 corner common to Section 33, T5N,  
23 R10W;  
24 Thence north to the thread of the Kenai River;  
25 Thence easterly along the thread of the Kenai River to the intersection of the  
26 south line of Section 31, T5N, R9W;  
27 Thence northwest to south end of Dan France Road (a private drive);  
28 Thence north along Dan France Road to the intersection of the centerline of  
29 Forest Lane;  
30 Thence northerly to the center line of the Sterling Highway and Jim Dahler  
31 Road;

1 Thence northeasterly along the centerline of the Sterling Highway to the  
2 intersection of Deville Rd;  
3 Thence northerly along the centerline of Deville Road to the intersection of  
4 the 1/16 line common to the CN 1/16 and NW 1/16 corners section 18, T5N,  
5 R9W;  
6 Thence west to the NW 1/16 corner common to section 18, T5N, R9W and  
7 Section 13, T5N, R10W;  
8 Thence north to the section corner common to section 7, 18, T5N, R9W and  
9 sections 12, 13, T5N, R10W;  
10 Thence west to the thread of Soldotna Creek;  
11 Thence northeasterly along the thread of Soldotna Creek to the north shore of  
12 Sevena Lake;  
13 Thence northwesterly along the north shore of Sevena Lake to the  
14 intersection of the section line common to Sections 1, 2, T5N, R10W;  
15 Thence north along said section line to the township line common to T5N  
16 and T6N;  
17 Thence west along said township line to point of beginning, and all being  
18 within the Seward Meridian, Alaska.

19 E. District No. 5, Sterling-Funny River, shall be represented by 1 seat,  
20 designated Seat 5, described as follows:

21 Commencing at the section corner common to Sections 2, 3, T4N, R11W  
22 also being centerline of Echo Lake Road;  
23 Thence south to the intersection of the Sterling Highway;  
24 Thence southwesterly along the centerline of the Sterling Highway to the  
25 intersection of the thread of Coal Creek;  
26 Thence northeasterly along the thread of Coal Creek to section line common  
27 to Sections 9, 10, T3N, R11W;  
28 Thence south to the section corner common to Sections 33, 34, T3N, R11W  
29 and Sections 3, 4, T2N, R11W;  
30 Thence west to the thread of the Kasilof River;

1 Thence southeasterly along the Kasilof River to the intersection of  
2 Tustumena Lake;  
3 Thence along the north shore of Tustumena Lake to the thread of Glacier  
4 Creek;  
5 Thence southeasterly along Glacier Creek to the headwaters of Glacier  
6 Creek;  
7 Thence southeasterly to southeast corner of T2S, R6W;  
8 Thence east to the Kenai Fjords National Park boundary;  
9 Thence northerly along boundary to the thread of the Resurrection River also  
10 being in Section 34, T3N, R3W;  
11 Thence northwesterly along the Resurrection River to the thread of Summit  
12 Creek;  
13 Thence northwesterly to the southeast corner of Upper Russian Lake;  
14 Thence along the northeast shore of Upper Russian Lake to the thread of the  
15 Russian River;  
16 Thence northerly along the thread of Russian River to the thread of the Kenai  
17 River;  
18 Thence westerly along the thread of the Kenai River to the shore of Skilak  
19 Lake;  
20 Thence southeasterly and westerly along the southern shore of Skilak Lake to  
21 the thread of the Kenai River;  
22 Thence southwesterly along the thread of the Kenai River to the extended  
23 centerline of Steelhead Cir;  
24 Thence northerly along said centerline to the intersection of Steelhead Cir  
25 and Samsel Rd;  
26 Thence northerly along the centerline of Samsel Rd to Bings Landing Rd;  
27 Thence northerly along the centerline of Bings Landing Rd to the Sterling  
28 Highway;  
29 Thence westerly along the centerline of the Sterling Highway to Jalapeno St;  
30 Thence south along the centerline of Jalapeno St to Ruth Ln;  
31 Thence northwesterly along the centerline of Ruth Ln to Iris Ln;

1 Thence northeast along the centerline of Iris Ln to the Sterling Highway;  
2 Thence northwest along the centerline of the Sterling Highway to Otter Trail  
3 Rd;  
4 Thence north along the centerline of Otter Trail Rd to the intersection of the  
5 Alaska Natural Gas Pipeline right-of-way;  
6 Thence westerly along the pipeline right-of-way to the thread of the Moose  
7 River;  
8 Thence northeasterly along the thread of the Moose River to the township  
9 line common to T6N and T5N;  
10 Thence west along said said township line to the southeast corner of T6N,  
11 R9W;  
12 Thence north to the 1/4 corner common to Section 31, T6N, R8W and  
13 Section 36, T6N, R9W;  
14 Thence east to the 1/4 corner common to Sections 31, 32, T6N, R8W;  
15 Thence north to the section corner common to Sections 31, 32, 30, 29, T6N,  
16 R8W;  
17 Thence east to the 1/4 corner common to Sections 29, 32, T6N, R8W;  
18 Thence north to the center 1/4 corner of Section 20, T6N, R8W;  
19 Thence west to the centerline of Swanson River Road;  
20 Thence southerly along Swanson River Road centerline to the section corner  
21 common to Sections 1, 2, T5N, R9W and Sections 35, 36, T6N, R9W;  
22 Thence west along the township line common to T5N R9W and T6N R9W to  
23 the northwest corner of section 1, T5N R10W;  
24 Thence south along the section line common to sections 1 and 2 T5N R10W  
25 to the north shore of Sevena Lake;  
26 Thence along the north shore of Sevena Lake to the thread of Soldotna  
27 Creek;  
28 Thence along the thread of Soldotna Creek  
29 Thence southerly along the thread of Soldotna Creek to the section line  
30 common to sections 12 and 13, T5N R10W;

1 Thence east to the section corner common to sections section 7 , 18, T5N,  
2 R9W and sections 12, 13, T5N, R10W;  
3 Thence south to the northwest 1/16 corner common to section 13, 05N R10W  
4 and section 18, T5N R09W;  
5 Thence east along the 1/16 line common to CN 1/16 and NW1/16 corners of  
6 section 18, T5N R9W to the centerline of Deville Rd;  
7 Thence southerly along the centerline of Deville Rd to the Sterling Highway;  
8 Thence southwesterly along the centerline of the Sterling Highway to Forest  
9 Ln;  
10 Thence along the centerline of Forest Ln to Dan France Rd (a private drive);  
11 Thence south along the centerline of Dan France Rd to the intersection of  
12 said centerline extended and the thread of the Kenai River;  
13 Thence westerly along the thread of the Kenai River to the intersection of the  
14 north south center ¼ line of section 34, T5N, R10W;  
15 Thence south to the center south 1/16 corner of Section 34, T5N, R10W;  
16 Thence east to the south 1/16 corner common to Sections 34, 35, T5N,  
17 R10W;  
18 Thence south to the township line common to T5N and T4N;  
19 Thence west to the section corner common to Section 32, 33, T5N, R10W;  
20 Thence north to the south 1/16 corner common to Section 32, 33, T5N,  
21 R10W;  
22 Thence east to the center south 1/6 corner common to Section 33, T5N,  
23 R10W;  
24 Thence north to the thread of the Kenai River;  
25 Thence westerly along the thread of the Kenai River to the intersection of the  
26 east west center ¼ line of Section 32, T5N, R10W;  
27 Thence east along the center ¼ line to the south meander of the Kenai River;  
28 Thence northeasterly along the south meander of the Kenai River to the  
29 extension of east lot line of Lot L-1A, Derkevorkian Subdivision Wackler  
30 Addition plat 2007-50;  
31 Thence south to the intersection of Oehler Road;

1 Thence west and south to the intersection of the north boundary of Funny  
2 River Road;  
3 Thence southwesterly to the intersection of the lot line of Lot 6, Block 1  
4 Logan Subdivision plat 1636 KRD and Lot 27, Derkevorkian Subdivision  
5 No. 2 Amended plat 77-52 KRD;  
6 Thence northwesterly along the lot line of Lot 6, Block 1 Logan Subdivision  
7 plat 1636 KRD and Lot 27, Derkevorkian Subdivision No. 2 Amended plat  
8 77-52 KRD to the thread of the Kenai River;  
9 Thence southwesterly along the thread of the Kenai River to the extension of  
10 the east property boundary of Lot 3A, Tachick Subdivision Part Three plat  
11 86-160 KRD;  
12 Thence south along the east property boundary of Lot 3A, Tachick  
13 Subdivision Part Three plat 86-160 KRD to the centerline of Funny River  
14 Road;  
15 Thence west along the centerline of Funny River Road to the intersection of  
16 Ski Hill Road;  
17 Thence southeasterly along the centerline of Ski Hill Road to the intersection  
18 of the township line common to T5N and T4N;  
19 Thence west to the northwest corner of section 2, T4N, R11W to the point of  
20 beginning, and all being within the Seward Meridian, Alaska.

21 F. District No. 6, East Peninsula, shall be represented by 1 seat, designated Seat  
22 6, described as follows:

23 Commencing at intersection of the mean high water line of Turnagain Arm  
24 and section line common to Sections 25, 26, T9N, R2E;  
25 Thence south to the southeast corner of Section 35, T9N, R2E;  
26 Thence west to the northeast corner of Section 2, T8N, R2E;  
27 Thence south to the northeast corner of Section 2, T7N, R2E;  
28 Thence east to the northeast corner of T7N, R4E;  
29 Thence south to the southeast corner of T5N, R4E;  
30 Thence west to the northeast corner of T4N, R4E;

1 Thence south to the northeast corner of Section 25, T4N, R4E;  
2 Thence east to the southeast corner of the southwest 1/4 of Section 22, T4N,  
3 R5E;  
4 Thence southerly to the southeast corner of the southwest 1/4 of Section 34,  
5 T1N, R5E;  
6 Thence west to the northeast corner of the northwest 1/4 of Section 3, T1S,  
7 R5E;  
8 Thence south to the southeast corner of the northwest 1/4 of Section 27, T1S,  
9 R5E;  
10 Thence west to the southwest corner of the northwest 1/4 of Section 27, T1S,  
11 R5E;  
12 Thence south to the northeast corner of Section 9, T3S, R5E;  
13 Thence southwesterly to the southeast corner of Section 7, T3S, R5E, said  
14 corner being at or approximately at Cape Junken;  
15 Thence southwesterly to the southeast corner of the northeast 1/4 of Section  
16 4, T4S, R1E, said corner being at or approximately at Barwell Island;  
17 Thence southwesterly to the northeast corner of the southeast 1/4 Section 17,  
18 T5S, R1W, said corner being at or approximately at Pilot Rock;  
19 Thence southwesterly to the southwest corner of the southeast 1/4 corner of  
20 Section 33, T7S, R2W, said corner being at or approximately at Seal Rock;  
21 Thence northwesterly to intersection of Kenai Fjords National Park and  
22 township line boundary common to T2S, R5W and T3S, R5W;  
23 Thence northerly along the Kenai Fjords National Park boundary to the  
24 thread of Resurrection River also being in Section 34, T3N, R3W;  
25 Thence northwesterly along the thread of the Resurrection River to the thread  
26 of Summit Creek;  
27 Thence southeast to the corner of Upper Russian Lake;  
28 Thence along the northeast shore of Upper Russian Lake to the thread of the  
29 Russian River;  
30 Thence along thread of the Russian River to the thread of the Kenai River;  
31 Start here!!!



1 Thence along the thread of the Kenai River to Skilak Lake;  
2 Thence westerly along the south shore of Skilak Lake to the thread of the  
3 Kenai River;  
4 Thence northwesterly along the thread of the Kenai River to the confluence  
5 of the Kenai River and Moose River;  
6 Thence northeasterly along the thread of the Moose River to the township  
7 line common to T6N and T5N;  
8 Thence east along said township line to the northeast corner of Section 1,  
9 T5N R8W;  
10 Thence south along the section line common to Section 1, T5N R8W and  
11 Section 6, T5N R7W to the Alaska Natural Gas Pipeline right-of-way;  
12 Thence northeasterly along the Alaska Natural Gas Pipeline right-of-way to  
13 the mean high water line of Turnagain Arm;  
14 Thence southeasterly along the mean high water line of Turnagain Arm to the  
15 point of beginning, and all being within the Seward Meridian, Alaska.

16 G. District No. 7, Central, shall be represented by 1 seat, designated Seat 7,  
17 described as follows:

18 Commencing at the section corner common to Sections 3, 2, T4N, R11W  
19 also being centerline of Echo Lake Road;  
20 Thence south along the centerline of Echo Lake Road to the intersection of  
21 the centerline Sterling Highway;  
22 Thence southwestly along the centerline of the Sterling Highway to the  
23 thread of Coal Creek;  
24 Thence northeasterly along the thread of Coal Creek to the section line  
25 common to Sections 9, 10, T3N, R11W;  
26 Thence south to the section corner common to Sections 33, 34 T3N, R11W  
27 and Sections 3, 4, T2N, R11W;  
28 Thence west to the thread of the Kasilof River;  
29 Thence southerly along the Kasilof River to the intersection of the ordinary  
30 high water line of the south shore of Tustumena Lake;

1 Thence along the south shore of Tustumena Lake to the range line common  
2 to R11W and R10W;  
3 Thence south along said range line to the thread of Cytex Creek;  
4 Thence westerly along the thread of Cytex Creek to the thread of Deep  
5 Creek;  
6 Thence easterly along the thread of Deep Creek to the thread of an unnamed  
7 tributary located within the southwest quarter of Section 10, T3S R11W;  
8 Thence southerly along said tributary to the intersection of the section line  
9 common to sections 34, 35, T3S, R11W;  
10 Thence south along the section line to the section corner common to sections  
11 10, 11, 14, 15, T4S, R11W;  
12 Thence west to the section corner common to sections 8, 9, 16, 17, T4S,  
13 R11W;  
14 Thence south along the section line to the thread of the North Fork of the  
15 Anchor River;  
16 Thence westerly along the thread of the North Fork of the Anchor River to  
17 the section line common to Sections 26, 25, T4S, R15W;  
18 Thence north to the section corner common to Sections 13, 14, 23, 24, T4S,  
19 R15W;  
20 Thence west to the centerline of the Sterling Highway;  
21 Thence north along the centerline of the Sterling Highway to the intersection  
22 of the centerline of Whiskey Gulch Road;  
23 Thence westerly along the centerline of Whiskey Gulch Road to the mean  
24 high water line of Cook Inlet;  
25 Thence northerly along the mean high water line of Cook Inlet to the  
26 intersection of the north 1/16 line of Section 1, T4N, R12W;  
27 Thence east to the centerline of Kalifornsky Beach Road;  
28 Thence north along the centerline of Kalifornsky Beach Road to the  
29 intersection of the Unocal Airport Road;  
30 Thence northeasterly along Unocal Airport Road to the intersection of  
31 section line common to Sections 27, 28, T5N, R11W;

1 Thence south to the section corner common to Sections 33, 34, T5N, R11 W;  
2 Thence east to the section corner common to Sections 2, 3, T4N, R11W, the  
3 point of beginning, and all being within the Seward Meridian, Alaska.

4 H. District No. 8, Homer, shall be represented by 1 seat, designated Seat 8,  
5 described as follows:

6 District No. 8, Homer, Area 1

7 Commencing at the mean high water line of Cook Inlet and the intersection  
8 of the section line common to Sections 15,16, T6S, R14W;

9 Thence north along said section line to the centerline of the Sterling  
10 Highway;

11 Thence northwesterly along the centerline of the Sterling Highway to  
12 Diamond Ridge Rd;

13 Thence easterly along the centerline of Diamond Ridge Rd. to the north edge  
14 of the right-of-way of Skyline Drive;

15 Thence northeasterly along the northerly edge of Skyline Drive right-of-way  
16 to the west intersection of Crossman Ridge Road right-of-way;

17 Thence northeasterly along the northerly edge of Crossman Road to the  
18 corner common to Lot 12 & 13 Diamond Ridge Estates, Plat 71-1238 Homer  
19 Recording District;

20 Thence north to the C-N-S-SE 1/256 corner of Section 6, T6S, R13W;

21 Thence east to the centerline of Crossman Ridge Rd;

22 Thence easterly along the centerline of Crossman Ridge Rd. to Palmer St;

23 Thence southerly along the centerline of Palmer St. to Skyline Dr;

24 Thence easterly along the centerline of Skyline Dr. to the thread of  
25 Waterman Canyon Creek extended;

26 Thence southeasterly 550' along the thread of Waterman Canyon Creek;

27 Thence southwesterly to the C1/4 of section 2, T6S, R13W;

28 Thence east to the thread of an unnamed drainage;

1 Thence southeasterly along the unnamed drainage to the centerline of Joan  
2 Ave;  
3 Thence east along the centerline of Joan Ave to the centerline of McClay Rd;  
4 Thence north along the centerline of McClay Rd to the north edge of Deitz  
5 Ln right-of-way;  
6 Thence along the north edge of Deitz Ln right-of way to the line common to  
7 lots 3 and 4 Deitz Homes Estates Sub No 4;  
8 Thence northwesterly to the southwest corner of Tract A-3 Deitz Home  
9 Estates Sub No 13;  
10 Thence northeasterly along the southern boundary of Tract A-3 to the  
11 westerly edge of the China Poot St right-of-way;  
12 Thence perpendicular 60' across China Poot St right-of-way to the west  
13 boundary of Tract A-4C Deitz Home Estates Sub no 15;  
14 Thence southeasterly along the western boundary of Tract A-4C to the  
15 southern boundary of Tract A-4C;  
16 Thence northeasterly along the southern boundary of Tract A-4C to the  
17 southeast corner of Tract A-4C;  
18 Thence north to the Cw1/4 corner of section 1, T6S, R13W;  
19 Thence east to the C1/4 of section 1, T6S, R13W;  
20 Thence south to the CS1/4 of section 1, T6S, R13W;  
21 Thence east to the S1/6 common to section 1, T6S, R13W and section 6,  
22 T6S, R12W;  
23 Thence south along the section line to the mean high water of Kachemak  
24 Bay;  
25 Thence southwesterly along the mean high water of Kachemak Bay to the  
26 director's line of Alaska Tidelands Survey #612;  
27 Thence easterly, southerly and northerly along said director's line to the  
28 intersection of the section line common to sections 22, 23, T6S, R14W, also  
29 being the mean high water line of Kachmeak Bay;  
30 Thence northwesterly along the mean high water line of Kachemak Bay to  
31 the point of beginning, and all being within the Seward Meridian, Alaska.

District No. 8, Homer, Area 2

Commencing at Cape Douglas on the West Side of Cook Inlet at the northeast corner of Section 27, T15S, R24W;  
Thence west to the northeast corner of Section 29, T15S, R26W;  
Thence south to the southeast corner of Section 32, T16S, R26W;  
Thence west to the northeast corner of T17S, R28W;  
Thence south to the southeast corner of T17S, R28W;  
Thence west to the southwest corner of T17S, R32W;  
Thence north to the northwest corner of T17S, R32W;  
Thence west to the southwest corner of T16S, R32W;  
Thence north to the northwest corner of T13S, R32W;  
Thence west to the southwest corner of T12S, R32W;  
Thence north to the northwest corner of T11S, R32W;  
Thence east to the southwest corner of T10S, R30W;  
Thence north to the northwest corner of T9S, R30W;  
Thence east to the southeast corner of T8S, R29W;  
Thence north to the northeast corner of T8S, R29W;  
Thence east to the northeast corner of T8S, R28W;  
Thence north to the northwest corner of T6S, R27W;  
Thence east to the southwest corner of T5S, R26W;  
Thence north to the northwest corner of T5S, R26W;  
Thence east to the southwest corner of T4S, R25W;  
Thence north to the intersection of the boundary of Lake Clark National Park;  
Thence southeasterly along the boundary of Lake Clark National Park to the mean high water line of Chinitna Bay;  
Thence southeasterly to the northeast corner of Section 13, T4S, R22W;  
Thence southwesterly to the point of beginning, and all being within the Seward Meridian, Alaska.

1 I. District No. 9, South Peninsula, shall be represented by 1 seat, designated  
2 Seat 9, described as follows:

3 Commencing at the mean high water line of Cook Inlet and the intersection  
4 of the section line common to Sections 15,16, T6S, R14W;

5 Thence north along said section line to the centerline of the Sterling  
6 Highway;

7 Thence northwesterly along the centerline of the Sterling Highway to  
8 Diamond Ridge Rd;

9 Thence easterly along the centerline of Diamond Ridge Rd. to the north edge  
10 of the right-of-way of Skyline Drive;

11 Thence northeasterly along the northerly edge of Skyline Drive right-of-way  
12 to the west intersection of Crossman Ridge Road right-of-way;

13 Thence northeasterly along the northerly edge of Crossman Road to the  
14 corner common to Lot 12 & 13 Diamond Ridge Estates, Plat 71-1238 Homer  
15 Recording District;

16 Thence north to the C-N-S-SE 1/256 corner of Section 6, T6S, R13W;

17 Thence east to the centerline of Crossman Ridge Rd;

18 Thence easterly along the centerline of Crossman Ridge Rd. to Palmer St;

19 Thence southerly along the centerline of Palmer St. to Skyline Dr;

20 Thence easterly along the centerline of Skyline Dr. to the thread of  
21 Waterman Canyon Creek extended;

22 Thence southeasterly 550' along the thread of Waterman Canyon Creek;

23 Thence southwesterly to the C1/4 of section 2, T6S, R13W;

24 Thence east to the thread of an unnamed drainage;

25 Thence southeasterly along the unnamed drainage to the centerline of Joan  
26 Ave;

27 Thence east along the centerline of Joan Ave to the centerline of Mc Clay  
28 Rd;

29 Thence north along the centerline of Mc Clay Rd to the north edge of Deitz  
30 Ln right-of-way;

1 Thence along the north edge of Deitz Ln right-of way to the line common to  
2 lots 3 and 4 Deitz Homes Estates Sub No 4;  
3 Thence northwesterly to the southwest corner of Tract A-3 Deitz Home  
4 Estates Sub No 13;  
5 Thence northeasterly along the southern boundary of Tract A-3 to the  
6 westerly edge of the China Poot St right-of-way;  
7 Thence perpendicular 60' across China Poot St right-of-way to the west  
8 boundary of Tract A-4C Deitz Home Estates Sub no 15;  
9 Thence southeasterly along the western boundary of Tract A-4C to the  
10 southern boundary of Tract A-4C;  
11 Thence northeasterly along the southern boundary of Tract A-4C to the  
12 southeast corner of Tract A-4C;  
13 Thence north to the Cw1/4 corner of section 1, T6S, R13W;  
14 Thence east to the C1/4 of section 1, T6S, R13W;  
15 Thence south to the CS1/4 of section 1, T6S, R13W;  
16 Thence east to the S1/6 common to section 1, T6S, R13W and section 6,  
17 T6S, R12W;  
18 Thence south along the section line to the mean high water of Kachemak  
19 Bay;  
20 Thence southwesterly along the mean high water of Kachemak Bay to the  
21 director's line of Alaska Tidelands Survey #612;  
22 Thence easterly, southerly along the director's line to the tip of the Homer  
23 Spit;  
24 Thence southerly to Lancashire Rocks within Kachemak Bay;  
25 Thence southwesterly to Sixty Foot Rock within Kachemak Bay;  
26 Thence southwesterly to the northwest corner of section 1, T9S, R16W  
27 protracted;  
28 Thence southwest to the northwest corner of section 4, T10s, R16W;  
29 Thence south to the southwest corner of section 4, T11S, R16W;  
30 Thence southeasterly to the southwest corner of section 7, T7S, R15W;  
31 Thence southeasterly to the southeast corner of section 31, T12s, R14W;

1 Thence northeasterly to the southwest corner of section 26, T12S, R13W;  
2 Thence northeasterly to the tip of Gore Point;  
3 Thence northeasterly to Seal Rock;  
4 Thence northwesterly to the intersection of the Kenai Fjords National Park  
5 boundary and the township line common to T3S and T2S;  
6 Thence west to the northwest corner of section 6, T3S, R5W;  
7 Thence northwest to the headwaters of Glacier Creek;  
8 Thence along the thread of Glacier Creek to the shore of Tustumena Lake;  
9 Thence westerly along the south shore of Tustumena Lake (including  
10 Caribou Island)  
11 to the range line common to R11W and R10W;  
12 Thence south along said range line to the thread of Cytex Creek;  
13 Thence westerly along the thread of Cytex Creek to the thread of Deep  
14 Creek;  
15 Thence easterly along the thread of Deep Creek to the thread of an unnamed  
16 tributary located within the southwest quarter of Section 10, T3S R11W;  
17 Thence southerly along said tributary to the intersection of the section line  
18 common to sections 34, 35, T3S, R11W;  
19 Thence south along the section line to the section corner common to sections  
20 10, 11, 14, 15, T4S, R11W;  
21 Thence west to the section corner common to sections 8, 9, 16, 17, T4S,  
22 R11W;  
23 Thence south along the section line to the thread of the North Fork of the  
24 Anchor River;  
25 Thence westerly along the thread of the North Fork of the Anchor River to  
26 the section line common to Sections 26, 25, T4S, R15W;  
27 Thence north to the section corner common to Sections 13, 14, 23, 24, T4S,  
28 R15W;  
29 Thence west to the centerline of the Sterling Highway;  
30 Thence north along the centerline of the Sterling Highway to the intersection  
31 of the centerline of Whiskey Gulch Road;



1                   Thence westerly along the centerline of Whiskey Gulch Road to the mean  
2                   high water line of Cook Inlet;  
3                   Thence southerly along the mean high water line of Cook Inlet to the point of  
4                   beginning, all being with the Seward Meridian, Alaska.

5   **SECTION 2.** The term of office of the assembly member for District 2 seated as of the October  
6                   2011 regular election shall expire at the regular borough election held in October  
7                   2012. The seat in District 2 as defined in Section 1, above, will be open for  
8                   election at the regular borough election held in October 2012. Candidates for that  
9                   seat shall file for the specific district designated and the terms and qualifications  
10                  for that district shall be two years for the initial term, and three years for  
11                  subsequent terms.

12   **SECTION 3.** The terms of all remaining members of the school board and assembly shall  
13                  expire in accordance with the existing terms for each seat.

14   **SECTION 4.** That this ordinance shall take effect immediately upon its preclearance by the  
15                  Department of Justice and enactment by the borough assembly.

16   **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
17   **DAY OF \* 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:  
No:  
Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

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

**FROM:** Johni Blankenship, Borough Clerk *B*  
Colette Thompson, Borough Attorney *CT*

**DATE:** April 3, 2012

**SUBJECT:** Ordinance 2012-08, amending the borough code to revise assembly and school board district boundaries and Providing for Truncation of the Term for Assembly Seat Number 2, Kenai

In the October 4, 2012, election, the Kenai Peninsula Borough voters approved an apportionment plan with nine single-member assembly and school board districts. Following that election the assembly established a committee of three assembly members and the borough clerk to develop and recommend assembly and school district boundaries that are substantially similar to the tentative maps provided to the voters. The committee held numerous meetings and worked very closely with the Planning Department to draw district boundaries that are consistent with legal requirements. Additionally, School Board President Joe Arness attended the final meeting in which the committee addressed issues regarding truncation of terms.

This ordinance amends the code to provide the new legal descriptions for the nine districts as recommended by the committee. Additionally, because the change in population exceeds 10 percent in the new District 2, and the term of the current assembly member representing District 2 expires in October of 2014, this ordinance would truncate that term such that it would end in October 2012, and the next term would be for two years. As the term of the current school board member for District 2 ends in October 2012, no truncation is proposed. All remaining seats fall within the 10 percent guideline. Your approval of this ordinance would be appreciated.

9 Member Assembly  
**DISTRICT 1**



Population: 6,141  
 Optimum: 6,156  
 Deviation: -15  
 TAPERSONS: 6,141  
 100.00%  
 TAWHITE: 5,213  
 84.89%  
 TABLACK: 27  
 0.44%  
 TAAMERIND: 349  
 5.68%  
 TAASIAN: 62  
 1.01%  
 TAHAWPAC: 15  
 0.24%

Assembly Districts



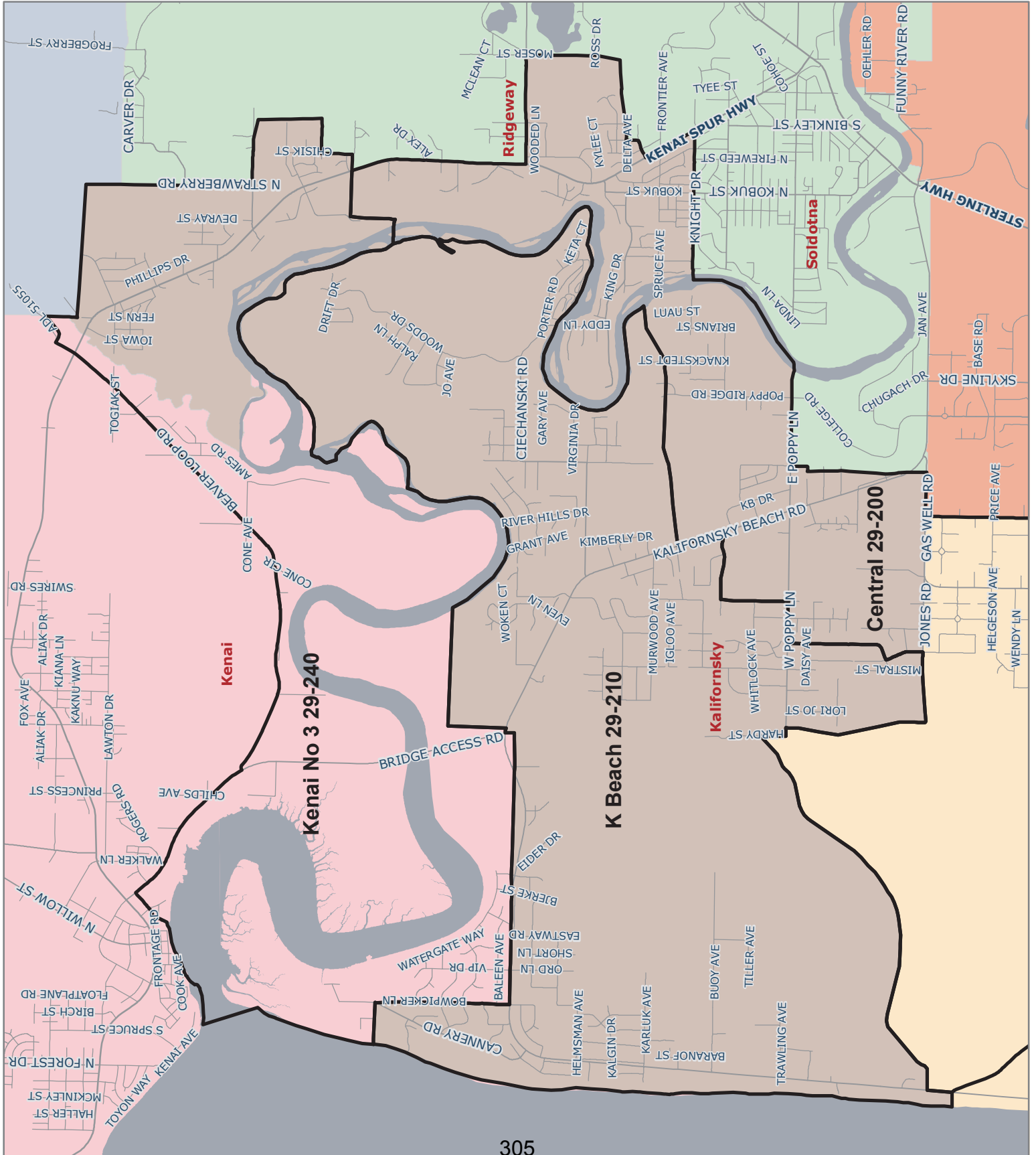
Voter Districts



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.



Kenai Peninsula Borough  
 GIS Division  
 December 20, 2011



9 Member Assembly  
**DISTRICT 2**



Population: 6,286  
 Optimum: 6,156  
 Deviation: 130  
 2.11%

TAPERSONS: 6,286  
 100.00%

TAWHITE: 4,991  
 79.40%

TABLACK: 48  
 0.76%

TAMMERIND: 572  
 9.10%

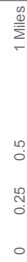
TAAASIAN: 96  
 1.53%

TAHAWPAC: 20  
 0.32%

Assembly Districts



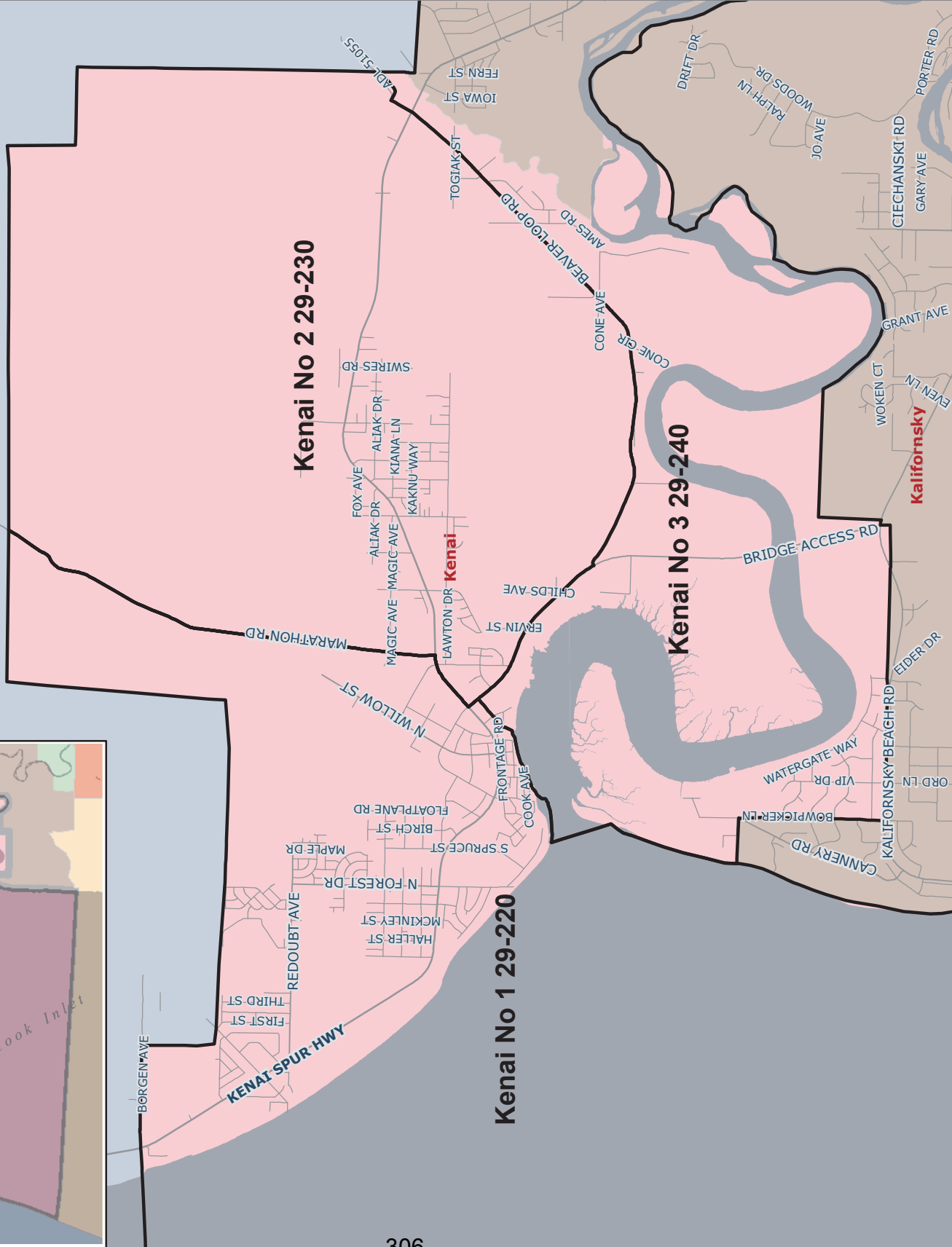
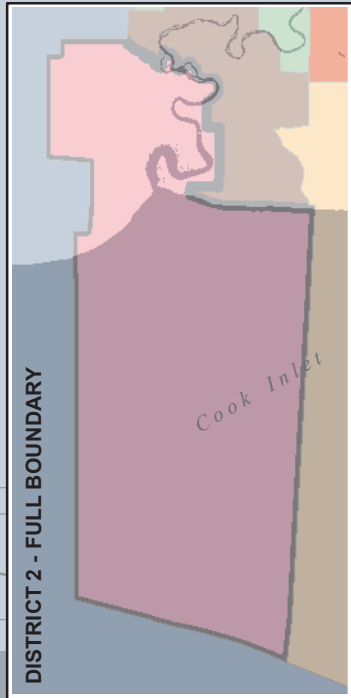
Voter Districts



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Kenai Peninsula Borough  
 GIS Division  
 December 20, 2011



9 Member Assembly  
**DISTRICT 3**



Population:	5,997
Optimum:	6,156
Deviation:	-2.58%
<b>TAPERSONS:</b> 5,997	
TAWHITE:	100.00%
TABLACK:	80.51%
TAMERIND:	0.30%
TAASIAN:	12.24%
TAHAWPAC:	1.22%
	0.37%

Assembly Districts



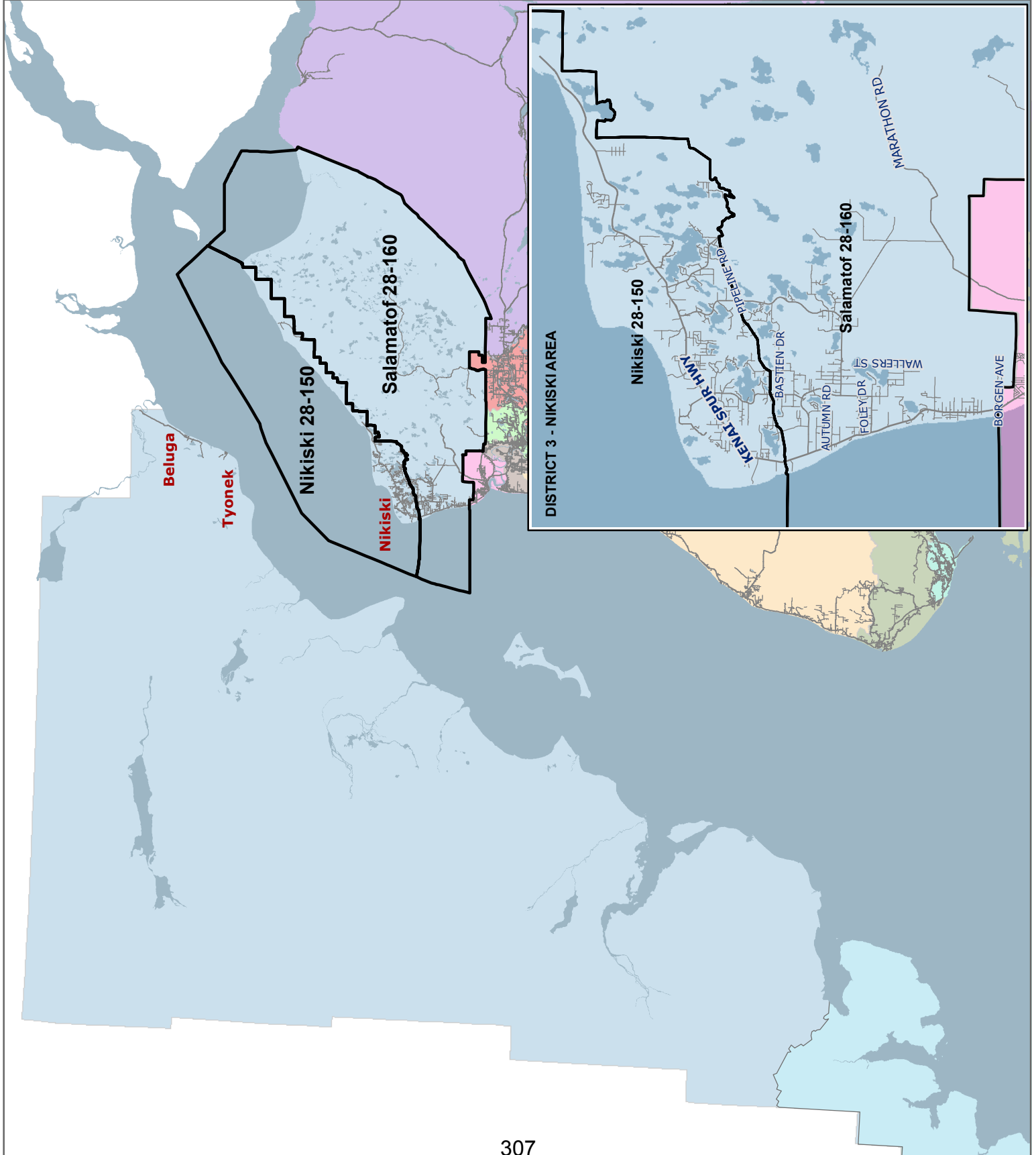
Voter Districts



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Kenai Peninsula Borough  
GIS Division  
December 20, 2011



9 Member Assembly  
**DISTRICT 4**



Population: 6,460  
Optimum: 6,156  
Deviation: 4.94%

TAPERSONS: 6,460  
100.00%

TAWHITE: 5,620  
87.00%

TABLACK: 17  
0.26%

TAMMERIND: 282  
4.37%

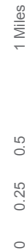
TAAASIAN: 84  
1.30%

TAHAWPAC: 20  
0.31%

Assembly Districts



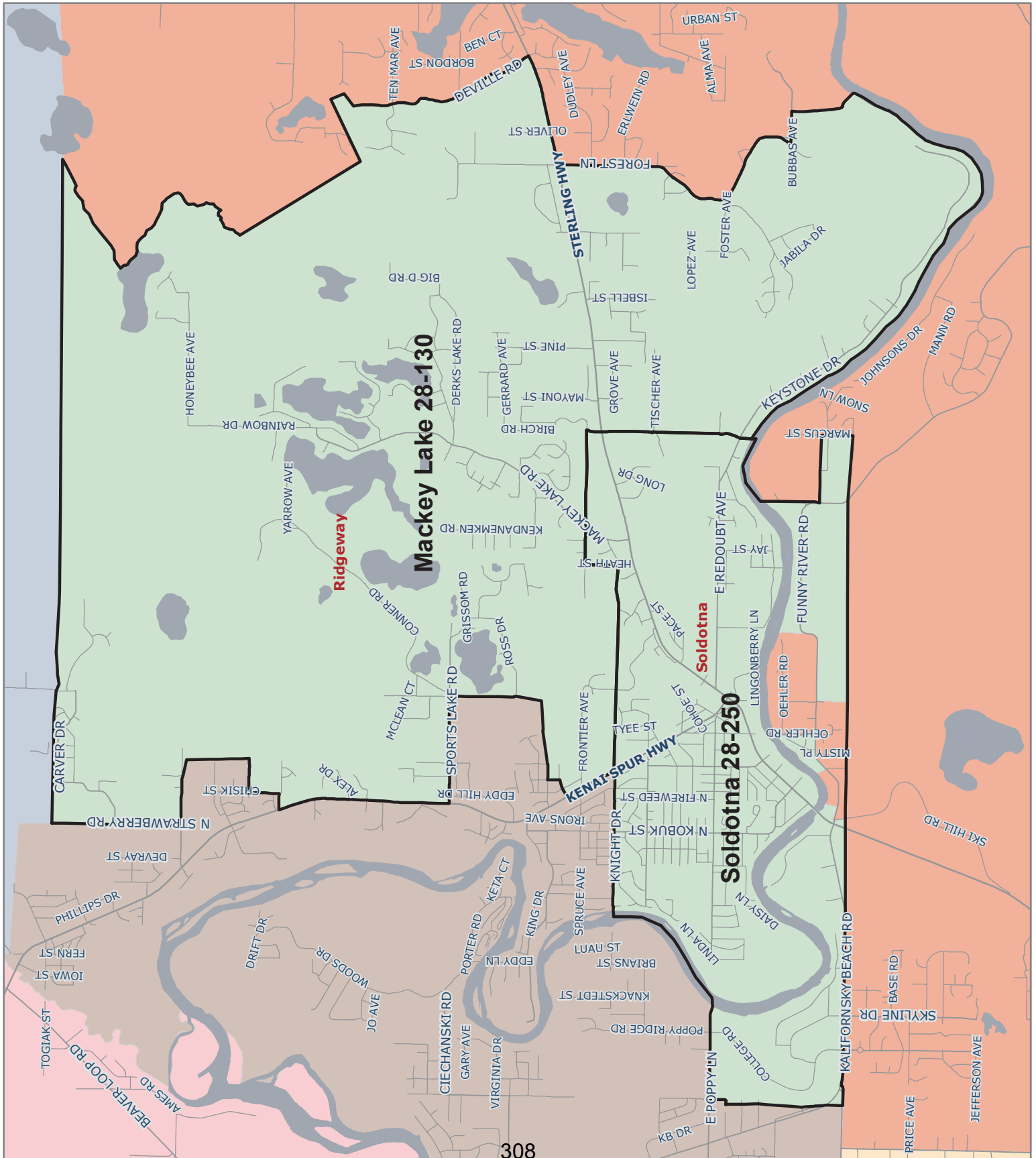
Voter Districts



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Kenai Peninsula Borough  
GIS Division  
December 20, 2011



9 Member Assembly  
**DISTRICT 5**



Population: 6,304  
Optimum: 6,156  
Deviation: 148  
2.40%

TAPERSONS: 6,304  
100.00%  
TAWHITE: 5,639  
89.45%  
TABLACK: 05  
0.08%  
TAAMERIND: 274  
4.35%  
TAASIAN: 57  
0.90%  
TAHAWPAC: 04  
0.06%

Assembly Districts



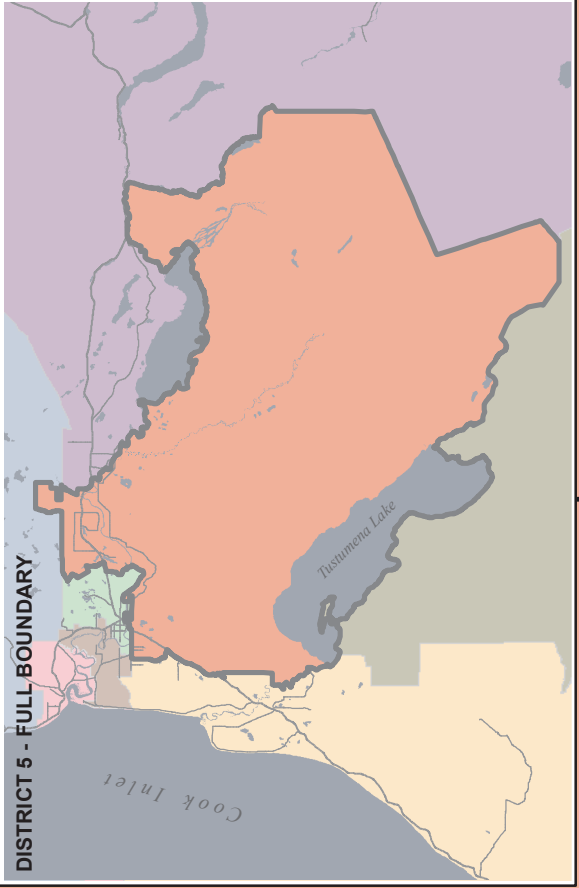
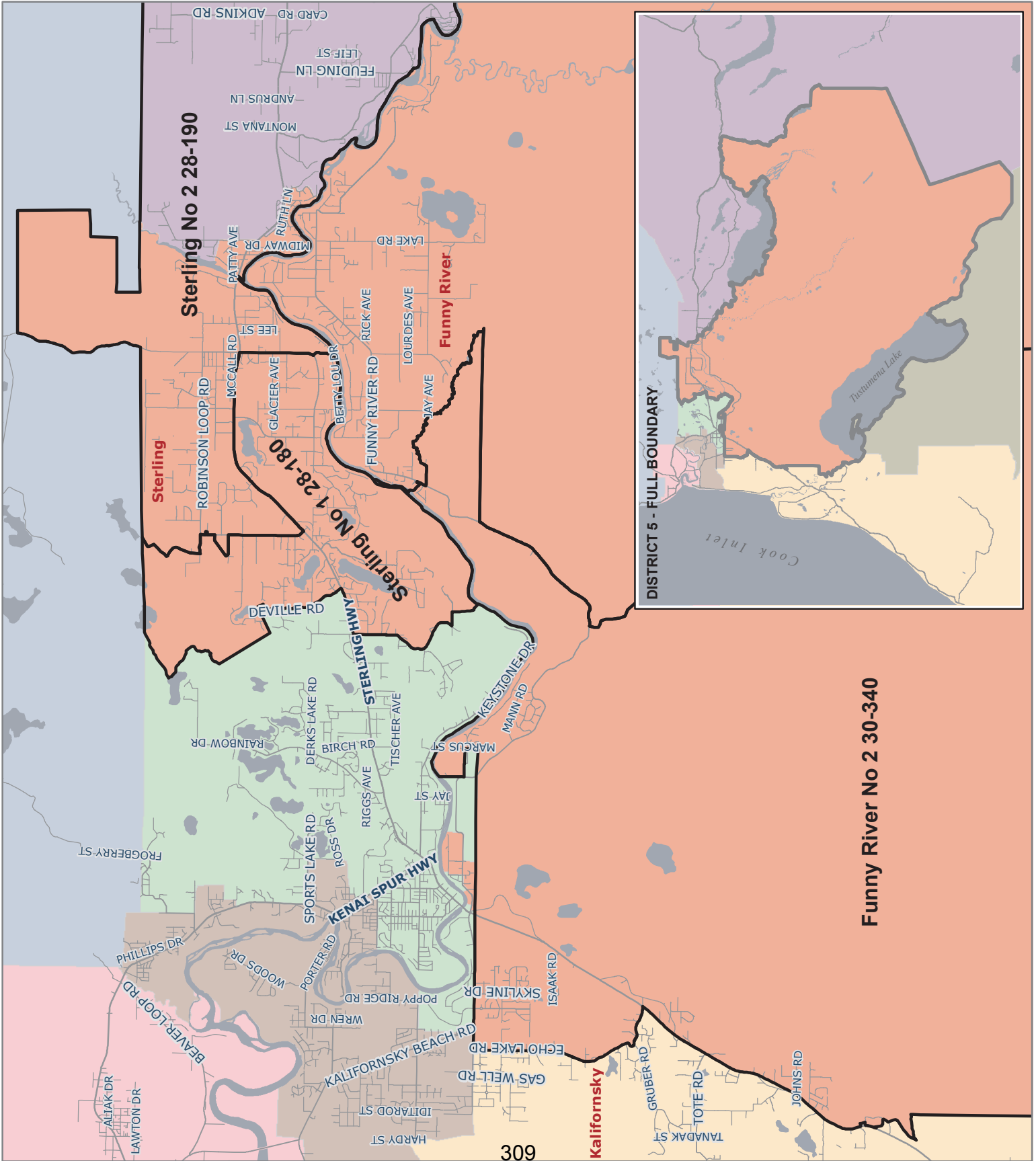
Voter Districts



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.



Kenai Peninsula Borough  
GIS Division  
December 20, 2011



9 Member Assembly  
**DISTRICT 6**



Population:	6,289
Optimum:	6,156
Deviation:	133
	2.16%
<b>TAPERSONS:</b> 6,289	
	100.00%
<b>TAWHITE:</b>	4,925
	78.31%
<b>TABLACK:</b>	101
	1.61%
<b>TAAAMERIND:</b>	707
	11.24%
<b>TAAASIAN:</b>	119
	1.89%
<b>TAHAWPAC:</b>	25
	0.40%

Assembly Districts



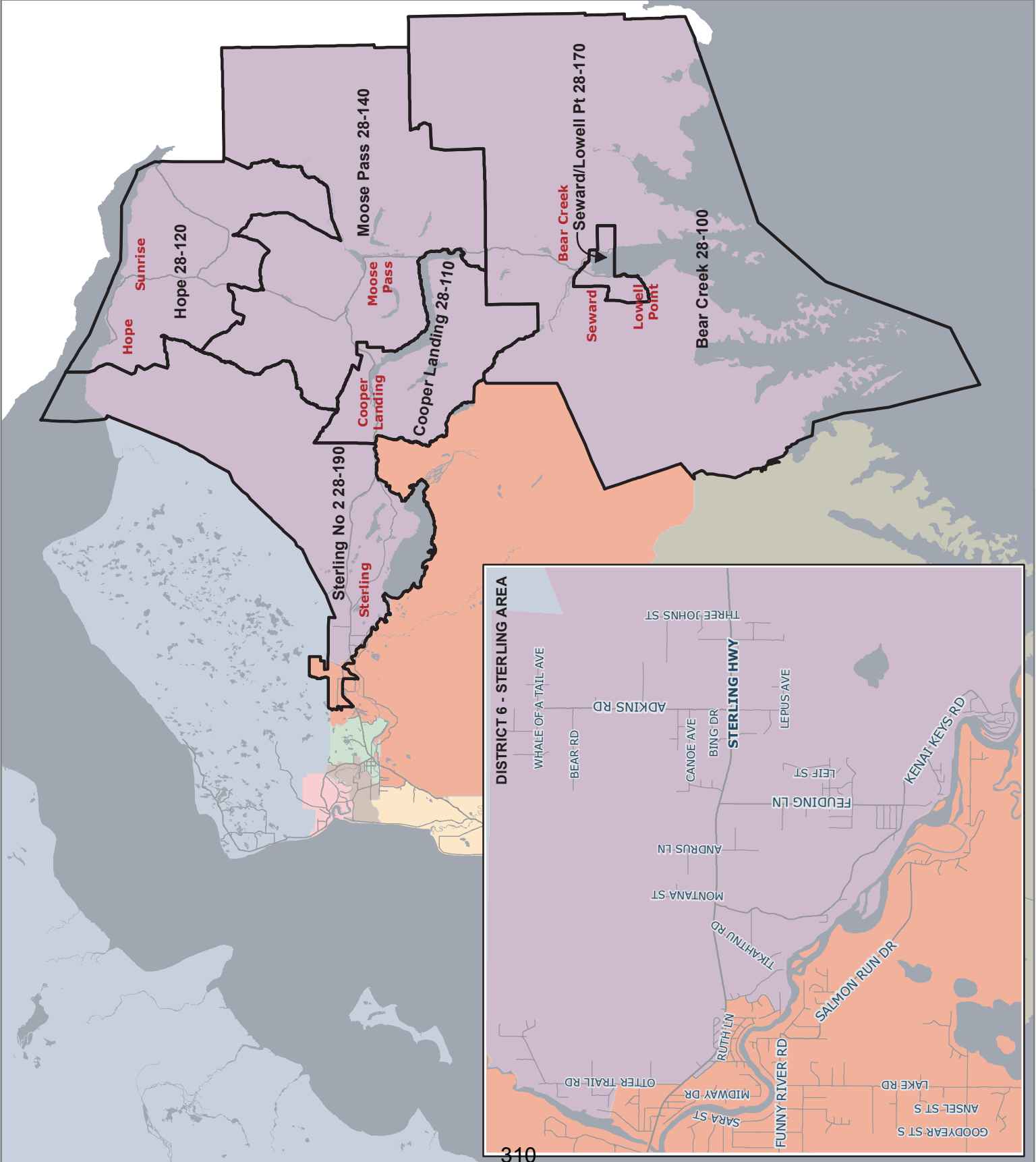
Voter Districts



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Kenai Peninsula Borough  
 GIS Division  
 December 20, 2011





9 Member Assembly  
**DISTRICT 7**



Population: 5,964  
Optimum: 6,156  
Deviation: -3.12%

TAPERSONS: 5,964  
100.00%

TAWHITE: 5,268  
88.33%

TABLACK: 13  
0.22%

TAAMERIND: 367  
6.15%

TAAASIAN: 26  
0.44%

TAHAWPAC: 05  
0.08%

Assembly Districts



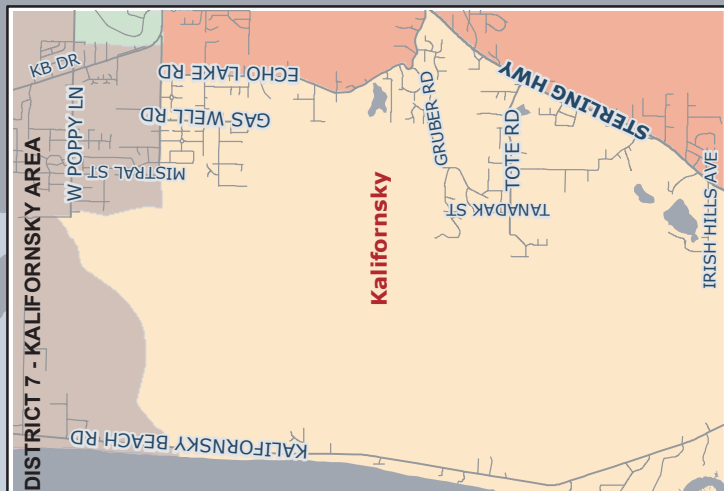
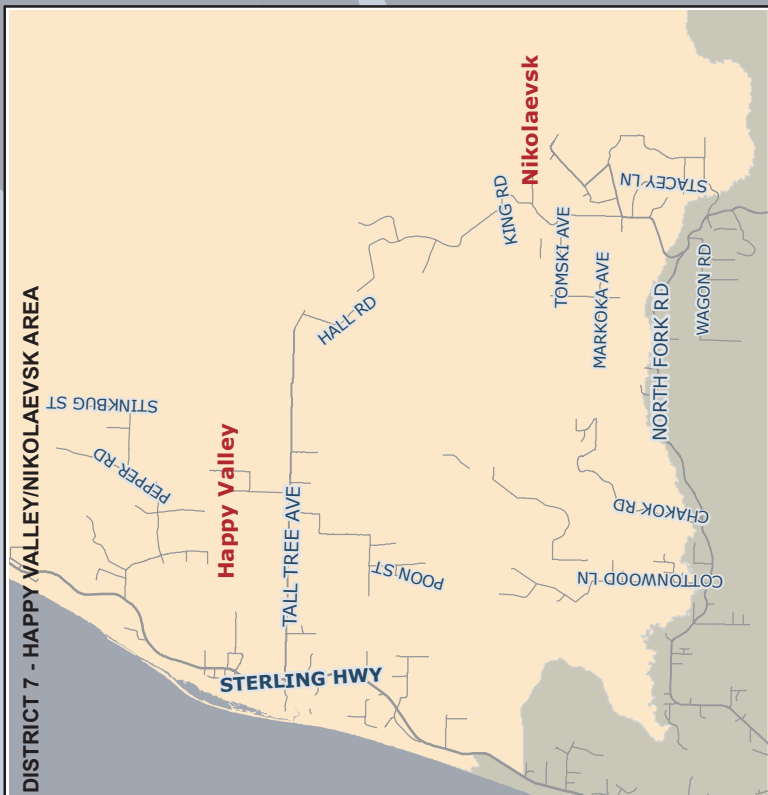
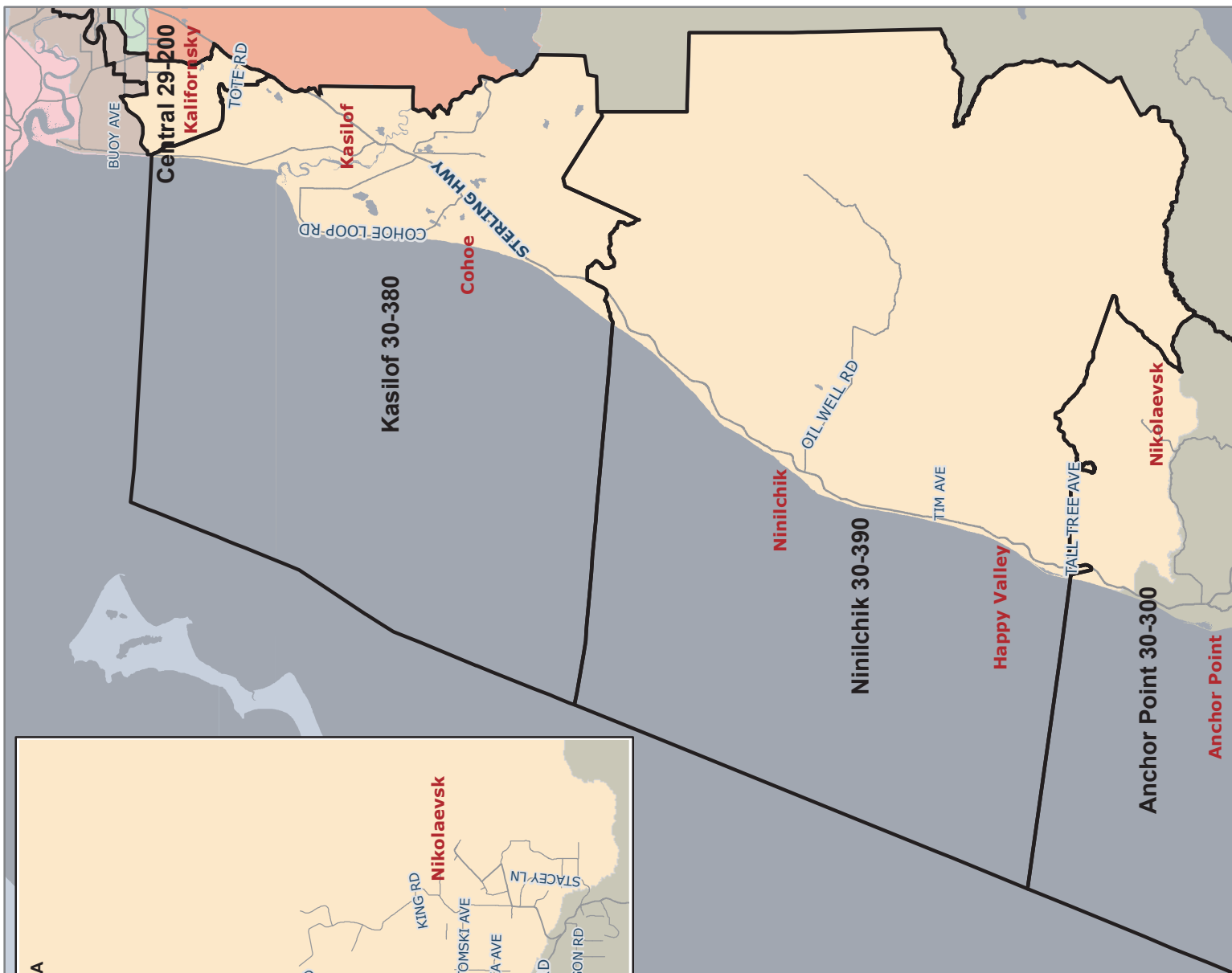
☐ Voter Districts



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.



Kenai Peninsula Borough  
GIS Division  
December 20, 2011



9 Member Assembly  
**DISTRICT 8**



Population: 5,861  
 Optimum: 6,156  
 Deviation: -4.79%

TAPERSONS: 5,861  
 100.00%

TAWHITE: 5,265  
 89.83%

TABLACK: 20  
 0.34%

TAMERIND: 230  
 3.92%

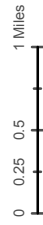
TAAASIAN: 61  
 1.04%

TAHAWPAC: 05  
 0.09%

Assembly Districts



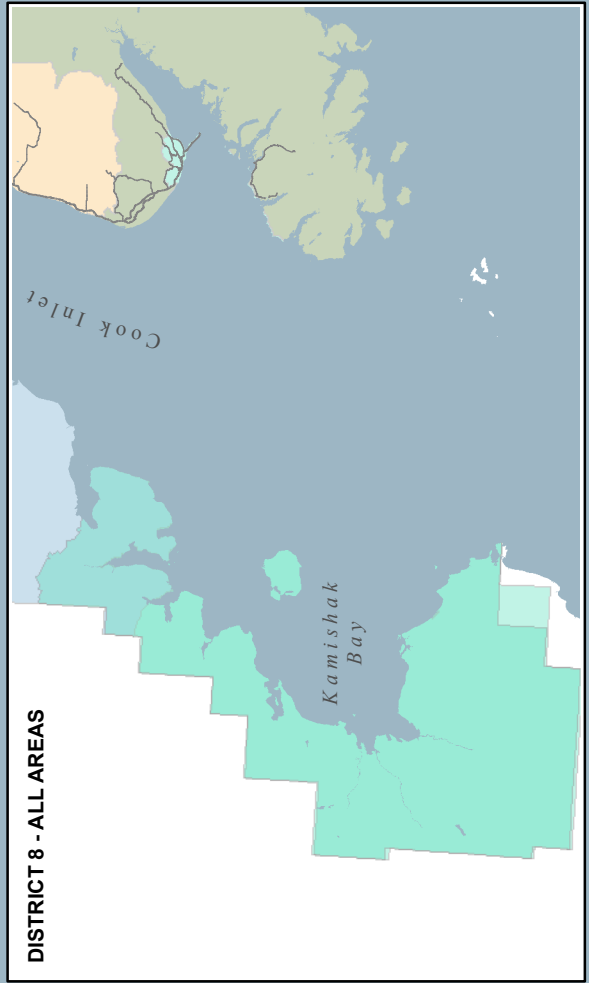
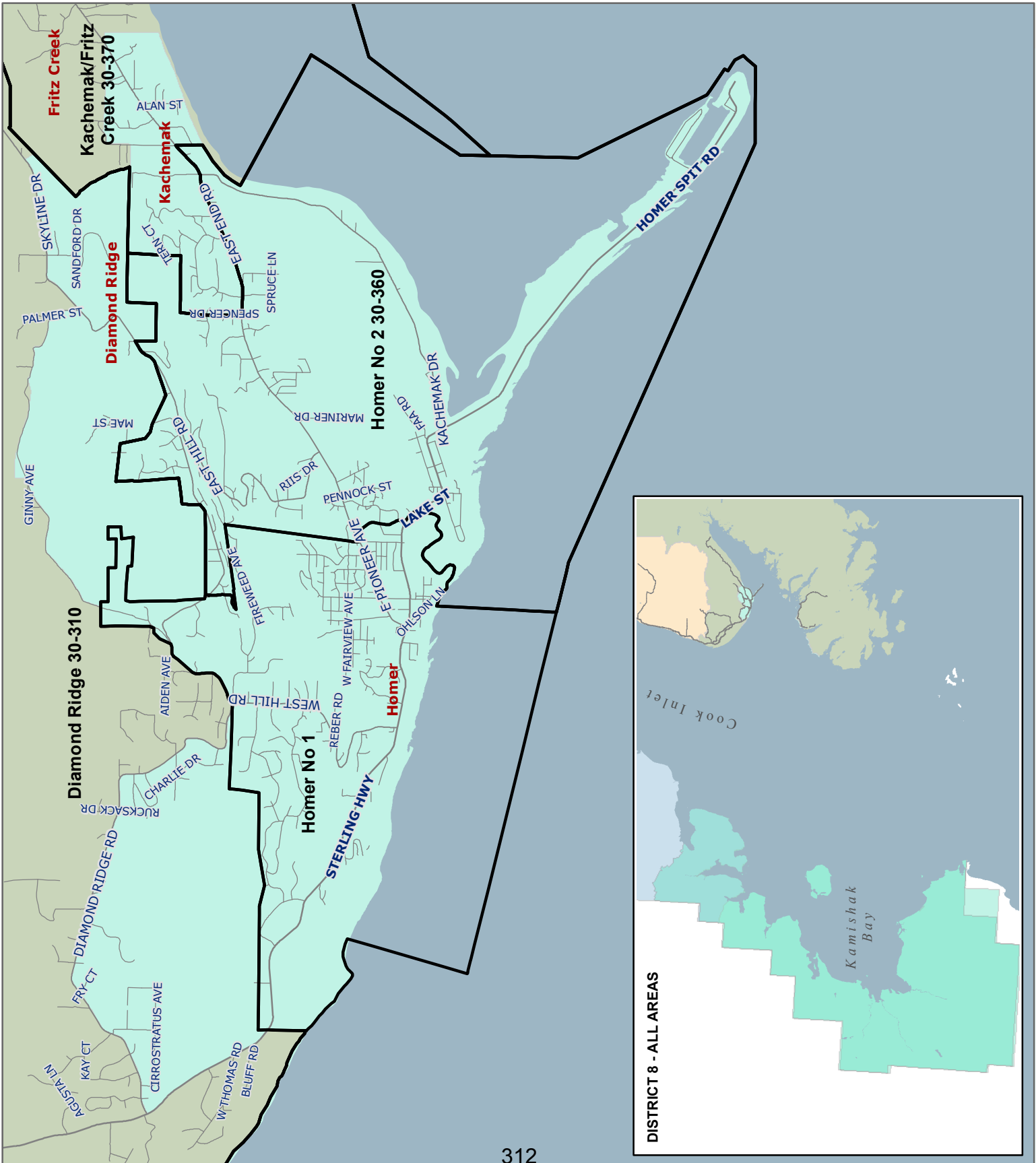
Voter Districts



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.



Kenai Peninsula Borough  
 GIS Division  
 December 20, 2011



9 Member Assembly  
**DISTRICT 9**



Population: 6,098  
 Optimum: 6,156  
 Deviation: -58  
 -0.94%

TAPERSONS: 6,098  
 100.00%

TAWHITE: 5,108  
 83.77%

TABLACK: 20  
 0.33%

TAAMERIND: 566  
 9.28%

TAAASIAN: 53  
 0.87%

TAHAWPAC: 03  
 0.05%

Assembly Districts



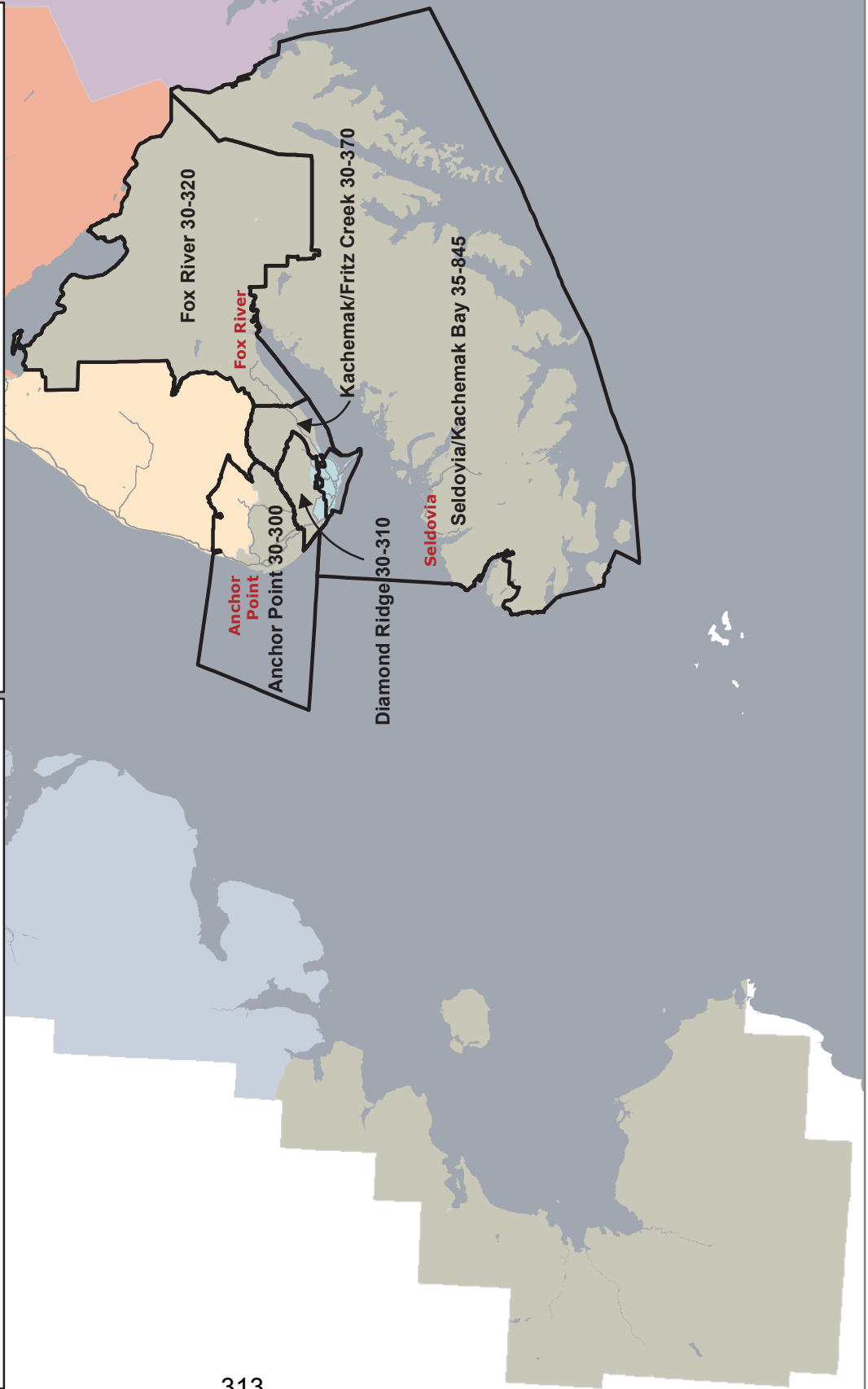
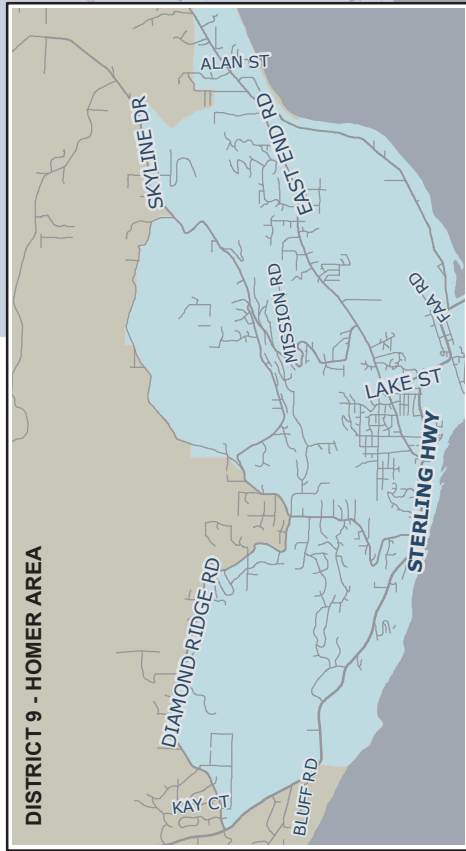
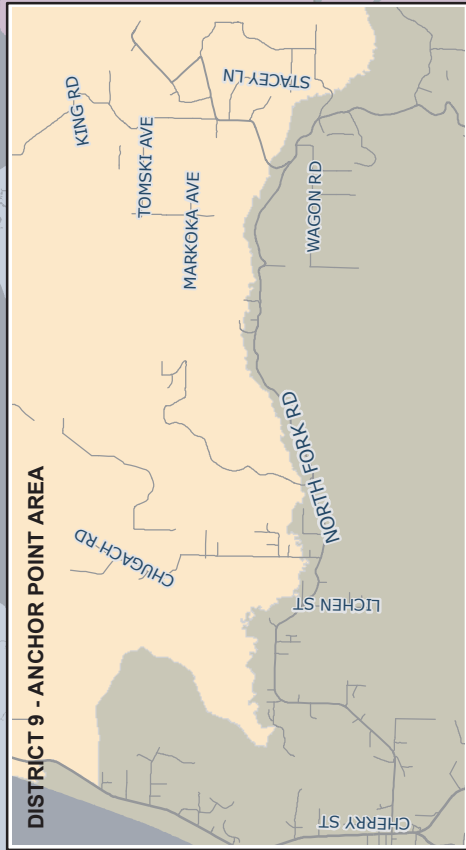
☐ Voter Districts



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.



Kenai Peninsula Borough  
 GIS Division  
 December 20, 2011



Introduced by: Knopp at the Request of the  
Borough Clerk  
Date: 04/03/12  
Hearing: 05/01/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-09**

**AN ORDINANCE AMENDING KPB 4.50.015 AND DESIGNATING ABSENTEE BY-MAIL PRECINCTS AS AUTHORIZED IN ALASKA STATUTE 29.26.010**

1 **WHEREAS**, KPB 4.50.015 provides that those precincts which had less than 75 voters voting  
2 at the last regular municipal election may be designated as absentee by-mail  
3 precincts by resolution; and

4 **WHEREAS**, Resolution 98-064 designated the following precincts as absentee by-mail  
5 precincts:

6	Cooper Landing	Nanwalek
7	Hope	Port Graham
8	Kachemak Bay	Tyonek
9	Moose Pass; and	

10 **WHEREAS**, with the exception of the Tyonek precinct, the other designated by-mail precincts  
11 had greater than a 75 voter turnout in the 2011 Regular Borough Election, which  
12 demonstrates the success of designating them as by-mail precincts in increasing  
13 voter turnout; and

14 **WHEREAS**, with the increase in population and the success of the designation it seems prudent  
15 to update the 75 voter provision to 200 voters which would allow for re-  
16 designation of the current by-mail precincts; and

17 **WHEREAS**, the State of Alaska, Division of Elections designated new precincts after the 2010  
18 census and State House Redistricting; and

1 **WHEREAS,** AS 29.26.010 provides that the governing body shall prescribe the rules for  
2 conducting an election; and

3 **WHEREAS,** the precinct of Kachemak Bay has been divided and the portion across Kachemak  
4 Bay has been combined with the Seldovia precinct to create one new precinct  
5 referred to as Seldovia/Kachemak Bay precinct; and

6 **WHEREAS,** the remaining portion of Kachemak Bay beyond McNeil Canyon has been  
7 renamed as the Fox River precinct; and

8 **WHEREAS,** the voters of the newly created Fox River precinct have been in an absentee by-  
9 mail precinct since 1998; and

10 **WHEREAS,** a large population of the newly created Seldovia/Kachemak Bay precinct live in  
11 isolated areas that are not conducive for appearing at a polling site in Seldovia on  
12 Election Day and have been in an absentee by-mail precinct since 1998; and

13 **WHEREAS,** an absentee voting station will be established at the City of Seldovia voting  
14 location on Election Day as well as two weeks prior to the election at City Hall  
15 per the current practice; and

16 **WHEREAS,** the communities of Tyonek, Nanwalek and Port Graham, which are already  
17 separately designated as absentee by-mail precincts, have been combined into one  
18 new precinct referred to as the Tyonek precinct; and

19 **WHEREAS,** designating these precincts as absentee by-mail precincts is reasonable, will result  
20 in a cost savings to the Borough, and should also result in a larger voter turnout  
21 than would be expected if polling places were set up in these isolated areas; and

1 **WHEREAS**, the designation of the new Kachemak Bay/Seldovia and Fox River precincts as  
2 absentee by-mail requires an exception to KPB 4.50.015, as it is not possible to  
3 accurately count the voting residents who voted in the 2011 regular election for a  
4 precinct newly created in 2012, but it is likely the number exceeded 200;

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

7 **SECTION 1.** KPB 4.50.015(A) is hereby amended as follows:

A. Precincts where the voter turnout was less than [75] 200 voters at the last regular election may be designated as "absentee by-mail" precincts by resolution of the assembly. In those precincts, no election workers shall be appointed. The procedures outlined in Chapter 4.120 shall be followed with the following exceptions:

1. that ballots shall be sent to each registered voter in the precinct on or before the 15th day prior to the election; and
2. that voted ballots must be postmarked on or before midnight of election day and received by the clerk no later than the Tuesday following the election.

...

8 **SECTION 2.** In accordance with the above amended KPB 4.50.015 and AS 29.26.010, the  
9 following precincts are designated absentee by-mail precincts:

10 Cooper Landing, Hope, Moose Pass, and Tyonek (which now includes the  
11 communities of Nanwalek and Port Graham).

1 **SECTION 3.** Notwithstanding the voter turnout provision of KPB 4.50.015, for the reasons  
2 stated above regarding newly created precincts and in accordance with AS  
3 29.26.010, Seldovia/Kachemak Bay and Fox River are also designated as  
4 absentee by-mail precincts.

5 **SECTION 4.** That this ordinance takes effect upon its preclearance by the U.S. Department of  
6 Justice.

7 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
8 **DAY OF \* 2012.**

---

Gary Knopp, Assembly President

ATTEST:

---

Johni Blankenship, Borough Clerk

Yes:

No:

Absent:

# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Johni Blankenship, MMC  
Borough Clerk

---

### MEMORANDUM

**TO:** Kenai Peninsula Borough Assembly Members

**THRU:** Gary Knopp, Assembly President *JB for A.K.*

**FROM:** Johni Blankenship, Borough Clerk *JB*

**DATE:** April 3, 2012

**RE:** Ordinance 2012-09: Amending KPB 4.50.015 and Designating Absentee By-Mail Precincts as Authorized in Alaska Statute 29.26.010

---

Upon review of the State of Alaska's 2012 precinct designations for the Kenai Peninsula Borough, it was determined that newly created precincts needed to be designated as absentee by-mail precincts for Borough elections for the following reasons:

- Remote location of voters
- Redesignation of partial precincts to reflect the current process

Additionally, KPB 4.50.015 requires amendment to accurately reflect voter turnout in the designated absentee by-mail precincts. The code currently limits precincts that may be designated as absentee by-mail to those with a voter turnout of less than 75 votes in the previous regular election. Since designation in 1998, the absentee by-mail precincts have increased in voter turnout annually which demonstrates the current practice is successful. This ordinance would amend KPB 4.50.015 to increase the maximum prior year voter turnout to 200, and provide exceptions to allow the new Fox River and Kachemak Bay/Seldovia precincts to be designated by-mail. The total voter turnout may have been less than 200 in these precincts, but this is impossible to determine as they were not precincts in the last regular election.

Your consideration is appreciated.



Introduced by: Mayor  
Date: 04/03/12  
Hearing: 05/01/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-10**

**AN ORDINANCE AUTHORIZING A LAND EXCHANGE TO FACILITATE A JOINT  
PLAN OF SUBDIVISION WITH COOK INLET REGION, INC. FOR WIDGEON  
WOODS PHASE 2 SUBDIVISION**

1 **WHEREAS**, the Kenai Peninsula Borough has relocated one-half mile of Woods Drive in the  
2 Ciechanski area onto borough land; and

3 **WHEREAS**, a joint plan of subdivision has been developed in cooperation with Cook Inlet  
4 Region, Inc (CIRI) to meet land management objectives of both parties; and

5 **WHEREAS**, under the joint plan of subdivision, six lots would be created that contain both KPB  
6 and CIRI land; and

7 **WHEREAS**, it is planned for three of these lots to be owned by the KPB and the other three lots  
8 are to be owned by CIRI as an equal exchange; and

9 **WHEREAS**, the KPB Planning Commission at its regularly scheduled meeting of April 9, 2012  
10 recommended \_\_\_\_\_.

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

13 **SECTION 1.** That the Assembly finds that exchanging property interests within Section 13 T5N,  
14 R11W S.M., State of Alaska, as further described below pursuant to KPB 17.10.100  
15 (C) is in the best interest of the borough:

1                   **Property to be conveyed to CIRI:**

2                   Lots 3, 4, and 6 Block 4 Widgeon Woods Phase 2 Subdivision according to  
3                   preliminary plat KPB No. 2008-254 subject to the recordation of said plat

4                   **Property to be conveyed to the Kenai Peninsula Borough:**

5                   Lots 1 and 5 Block 4 and Lot 7 Block 1 Widgeon Woods Phase 2 Subdivision  
6                   according to preliminary plat KPB No. 2008-254 subject to the recordation of said  
7                   plat

8   **SECTION 2.** That the best interest of the borough finding is based on the following facts:

- 9                   a) The exchange of property interests is necessary to reconsolidate ownership  
10                  interests under a joint plan of subdivision.
- 11                  b) The joint plan of subdivision achieves contiguous right-of-way dedication for the  
12                  realigned Woods Drive.
- 13                  c) The joint plan of subdivision creates marketable residential lots that can be made  
14                  available for future disposal.
- 15                  d) The exchange will add value to each party’s landholdings for their respective  
16                  purposes.
- 17                  e) This negotiated exchange benefits both parties fairly.

18   **SECTION 3.** That the Assembly makes an exception to KPB 17.10.110 requiring notice of a  
19                  disposition of land. This exception is based on the following findings of fact  
20                  pursuant to KPB 17.10.230:

- 1           1.     Special circumstances or conditions exist.
- 2                     A.   This ordinance authorizes a land exchange with CIRI on a non-
- 3                                 competitive basis pursuant to KPB 17.10.100(c).
- 4           2.     That the exception is necessary for the preservation and enjoyment of a
- 5                     substantial property right and is the most practical manner of complying with
- 6                     the intent of this chapter.
- 7                     A.   The purpose of the KPB 17.10.110 advertising requirement is to notify
- 8                                 the public of an opportunity to purchase or lease KPB land, and
- 9                                 advertising this sole source exchange will not serve a useful purpose.
- 10          3.     That the granting of the exception will not be detrimental to the public
- 11                     welfare or injurious to other property in the area.
- 12                     A.   This exchange is consistent with the land’s “Residential” classification
- 13                                 and the management intent for the Widgeon Woods Subdivision project.
- 14   **SECTION 4.**   That the mayor is authorized to execute the Joint Subdivision and Exchange
- 15                     Agreement substantially in the form of the one accompanying this ordinance and
- 16                     any and all documents necessary to effectuate this ordinance.
- 17   **SECTION 5.**   That the land interest acquired by the borough through this exchange shall be
- 18                     classified “Residential” consistent with KPB Resolution 2007-053.

1 **SECTION 6.** That the exchange of property interests is substantially equal in value and no  
2 additional monetary consideration is required. For the borough's financial recording  
3 purposes, the value of the land interests acquired shall be noted as \$35,000 and the  
4 value of the land interests disposed shall be noted as \$35,000. Recording costs and  
5 any other closing costs shall be charged to the Land Trust Fund in the FY12 budget.

6 **SECTION 7.** That this ordinance takes effect immediately upon its enactment.

7 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY**  
8 **OF \* 2012.**

\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

**Planning Department • Land Management Division**  
144 North Binkley Street • Soldotna, Alaska 99669-7520  
**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378  
Toll-free within the Borough: 1-800-478-4441, Ext. 2200  
[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE**  
**BOROUGH MAYOR**

### **MEMORANDUM**

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

**THRU:** Mike Navarre, Mayor *MND*  
Max Best, Planning Director *MBA for MB*  
Marcus Mueller, Land Management Officer *MCM*

**FROM:** *KS* Keith Snarey, Land Management Agent

**DATE:** March 22, 2012

**SUBJECT:** Ordinance 2012-10 Authorizing a land exchange to facilitate a joint plan of subdivision with Cook Inlet Region, Inc. for Widgeon Woods Phase 2 Subdivision

The Woods Drive relocation and Widgeon Woods Subdivision project is nearly complete. Approximately 3000 feet of category IV road was realigned onto KPB owned land in 2011. Roads and utilities have been installed to serve a 45-lot subdivision that was designed in cooperation with the adjacent owner, Cook Inlet Region, Inc. The original alignment of Woods Drive intersected approximately one-quarter mile of Cook Inlet Region, Inc. ("CIRI") land. By relocating Woods Drive and combining CIRI's useable land with KPB land in the same subdivision, the parties are able to maximize the value and utility of the land for their respective purposes.

The resulting subdivision created six lots created joint ownership. Three are to be owned by CIRI and three are to be owned by KPB. Approximately three acres are subject to the exchange with each party receiving interest in approximately 1.5 acres.

The attached ordinance authorizes the Mayor to enter into an agreement to exchange KPB's interest in three parcels of land for CIRI's interest in three parcels of land in Widgeon Woods Subdivision. Your consideration of this ordinance is appreciated.

## JOINT SUBDIVISION AND EXCHANGE AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_, 2012, by and between the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB"), pursuant to KPB Ordinance 2012-\_\_ enacted \_\_\_\_\_, and COOK INLET REGION, INC whose address is P.O. Box 93330, Anchorage, Alaska 99509-3330 (hereinafter referred to as "CIRI"), with CIRI and KPB collectively referred to as "the Parties" herein.

### Recitals

- A. CIRI and KPB own adjoining lands within the proposed Widgeon Woods Phase II Subdivision, KPB Preliminary Plat No. 2008-2541;
- B. The proposed subdivision was designed in cooperation by the parties;
- C. Upon approval and recordation of the plat by the parties, certain lots created by the subdivision would be in joint ownership of the parties;
- D. The parties have negotiated an exchange of lands within the subdivision that would preserve the interests of each party; and
- E. The parties desire to finalize the subdivision plat and implement the land exchange.

### Agreement

1. Joint Subdivision. The parties agree to execute a subdivision plat in a form identical in all material respects to Exhibit A, Widgeon Woods Phase II Subdivision, KPB Preliminary Plat No. 2008-254. KPB shall be responsible for all surveying and recording fees.
2. KPB Conveyance. KPB agrees to convey and CIRI agrees to accept all interest it has, if any, in Lots 3, 4, & 6, Block 4 Widgeon Woods Phase II Subdivision, KPB Preliminary Plat No. 2008-254 (the "KPB Property")<sup>1</sup>, to CIRI upon the terms and conditions set forth in this Agreement. The KPB Property is more particularly described and depicted on Exhibit A attached hereto. The KPB Property will be conveyed by quitclaim deed in a form identical in all material respects to Exhibit B attached hereto.
3. CIRI Conveyance. CIRI agrees to convey and KPB agrees to accept all surface estate interest it has, if any, excluding the reservation of mineral, sand, and gravel interests, in

---

<sup>1</sup> The parcels subject to the exchange agreement are currently legally described as being located within Tract A Widgeon Woods Phase One, Plat No. 207-84 and the NE1/4 SE1/4 of Section 13 T5N, R11W S.M., Kenai Recording District, Third Judicial District, State of Alaska.

Lots 1 and 5 Block 4 and Lot 7 Block 1 Widgeon Woods Phase II Subdivision, KPB Preliminary Plat No. 2008-254 (the "CIRI Property")<sup>1</sup>, upon the terms and conditions set forth in this Agreement. The CIRI Property is more particularly described and depicted on Exhibit A hereto. The CIRI Property will be conveyed by quitclaim deed in a form identical in all material respects to Exhibit C attached hereto. CIRI covenants and agrees that it will not exercise its reservation of mineral, sand, and gravel interests in a manner that will interfere with residential development.

4. Consideration. The Parties agree that the exchanged property rights are substantially equivalent in value and that said exchanged property rights represent the entire compensation due each party for the respective property rights being exchanged.
5. Valid Existing Rights. The Easement will be granted and KPB Property conveyed subject to valid existing rights.
6. CIRI Subsurface Rights. KPB hereby affirms its understanding that CIRI reserves its rights to explore for and develop any and all subsurface resources underlying the CIRI Property, as more specifically described in Exhibit C attached hereto.
7. Property Taxes. CIRI acknowledges that the portion of its Alaska Native Claims Settlement Act ("ANCSA") land embraced by the Widgeon Woods Subdivision will be subject to real property tax recapture pursuant to 43 U.S.C. § 1636 (d) (5). KPB acknowledges that the portion of CIRI's ANCSA lands outside of the Widgeon Woods Subdivision shall not be deemed to be "developed" or "leased", as those terms are used in the Alaska Native Claims Settlement Act (43 U.S.C. § 1601).
8. Escrow and Closing Costs. Unless agreed otherwise, KPB and CIRI will share closing costs, if any, on an equal basis.
9. Closing. Unless otherwise agreed in writing, closing ("Closing") will occur at a time and place mutually agreed by the Parties, but in no event later than 180 days after execution of recordation of the subdivision plat. At the Closing:
  - (a) KPB shall execute and deliver to CIRI the deed to the KPB Property in the form attached as Exhibit B;
  - (b) CIRI shall execute and deliver to KPB the deed to the CIRI Property in the form attached as Exhibit C.
10. No Material Changes. As of the date of Closing, there shall have been no material adverse changes related to or connected with the property rights of either Party.
11. Possession. Possession of the KPB Property and the CIRI Property shall be delivered at time of recording, which will occur simultaneously.
12. Representations and Warranties. The KPB Property and the CIRI Property will be conveyed without warranties of any kind, express or implied, and neither CIRI nor KPB shall assume any liability whatsoever regarding the CIRI Property or KPB Property

respectively. This mutual disclaimer of warranties shall include, without limitation, title matters, the presence or absence of hazardous materials on the properties, soil conditions, water drainage, access, natural or artificial hazards that may exist, or the merchantability, profitability or fitness of the CIRI Property or of the KPB Property for any particular purpose. The Parties will accept the conveyance respectively after having had a full opportunity to inspect the condition of the CIRI Property and the KPB Property, as well as associated title records, and having determined them suitable for the purposes addressed by this Agreement.

13. Hazardous Materials. Notwithstanding anything to the contrary herein, the Parties covenant and agree that no hazardous substances or wastes shall be located on or stored on the KPB Property or the CIRI Property, nor shall any such substance be stored, used, or disposed of on the KPB Property or the CIRI Property by either Party, their agents, employees, contractors, or invitees, between the time of execution of this Agreement and the Closing.
14. Assignments. This Agreement may not be assigned by one Party without prior written approval by the other Party.
15. Notice. All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To CIRI: Attn: Land & Resources Dept.  
Cook Inlet Region, Inc. (CIRI)  
P.O. Box 93330  
Anchorage, AK 99509-3330  
Fax: 907-263-5559  
Telephone: 907-263-5140

To KPB: Land Management  
Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna, AK 99669  
Fax: 907.714.2378  
Telephone: 907.714.2200

16. Miscellaneous

- a. Residential Real Property Transfers Act. The parties mutually agree that this transfer of property rights provided for herein will not be covered by the Residential Real Property Transfers Act, AS 34.70.010 et seq.
- b. Time. Time is of the essence in performance of this Agreement.
- c. Construction. This Agreement shall be deemed to have been jointly drafted by both Parties. It shall be constructed 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.
- d. 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 KPB





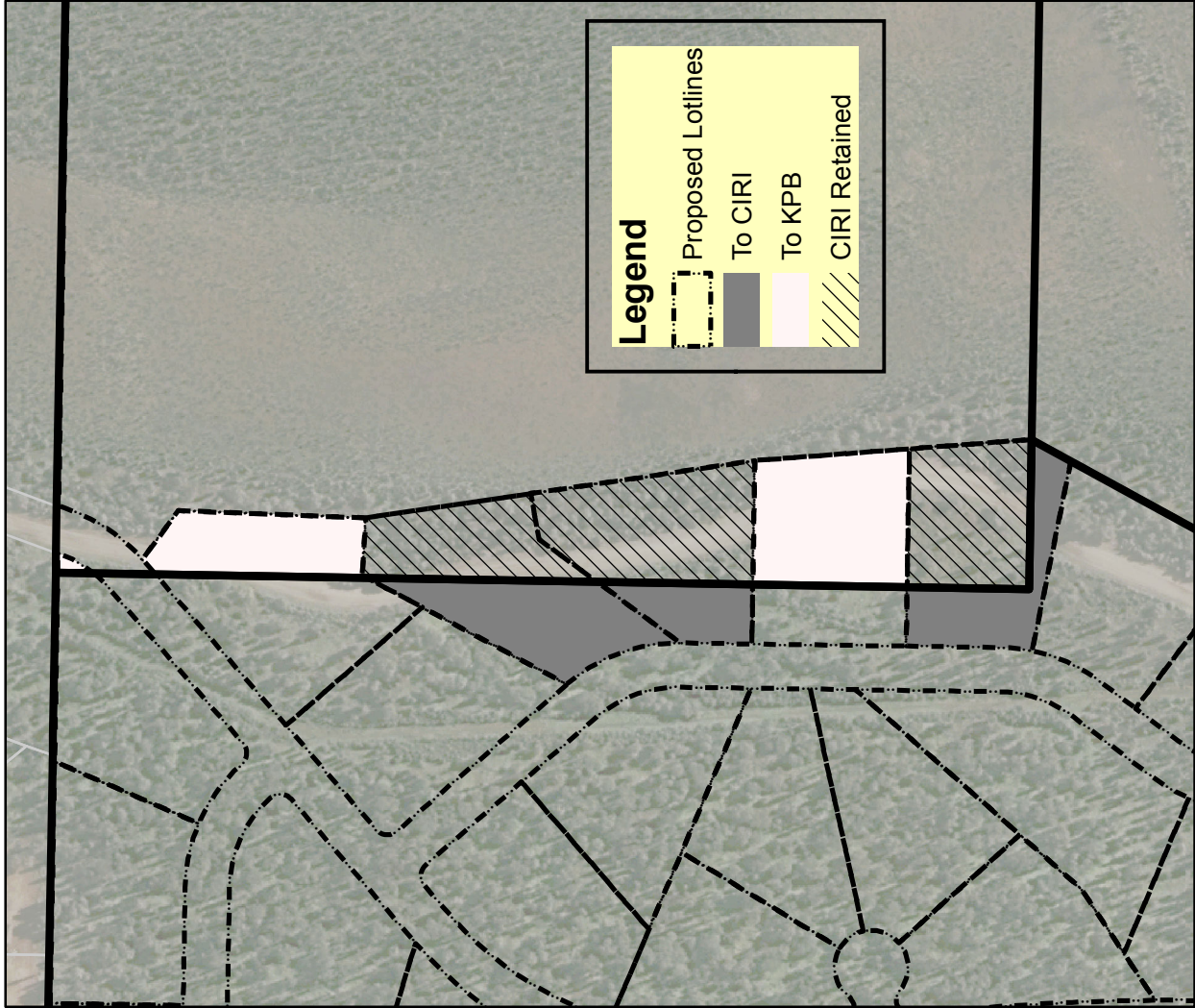
NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

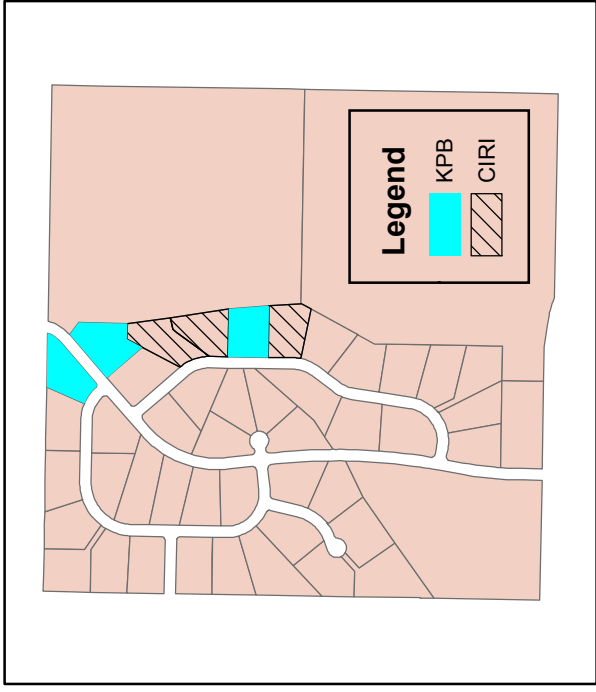
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2012, by Ethan Schutt, Senior Vice President of Cook Inlet Region, Inc, an Alaska Native Corporation, for and on behalf of the corporation.

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

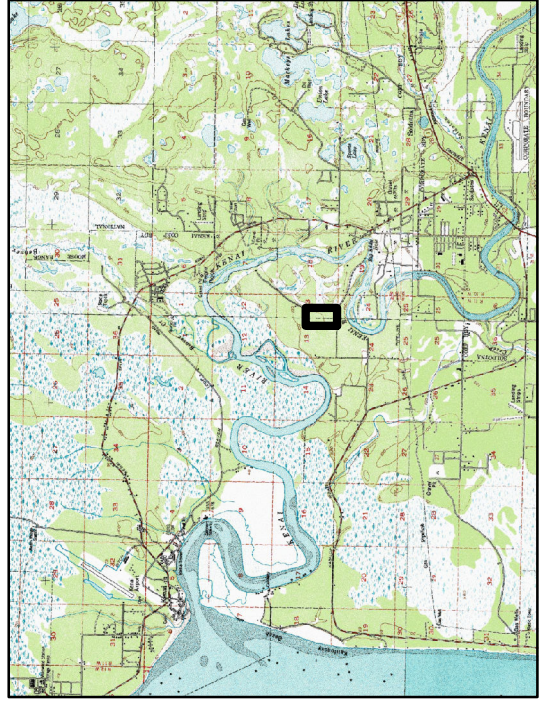
# Land Exchange Between KPBB and CIRI



# Result of Exchange



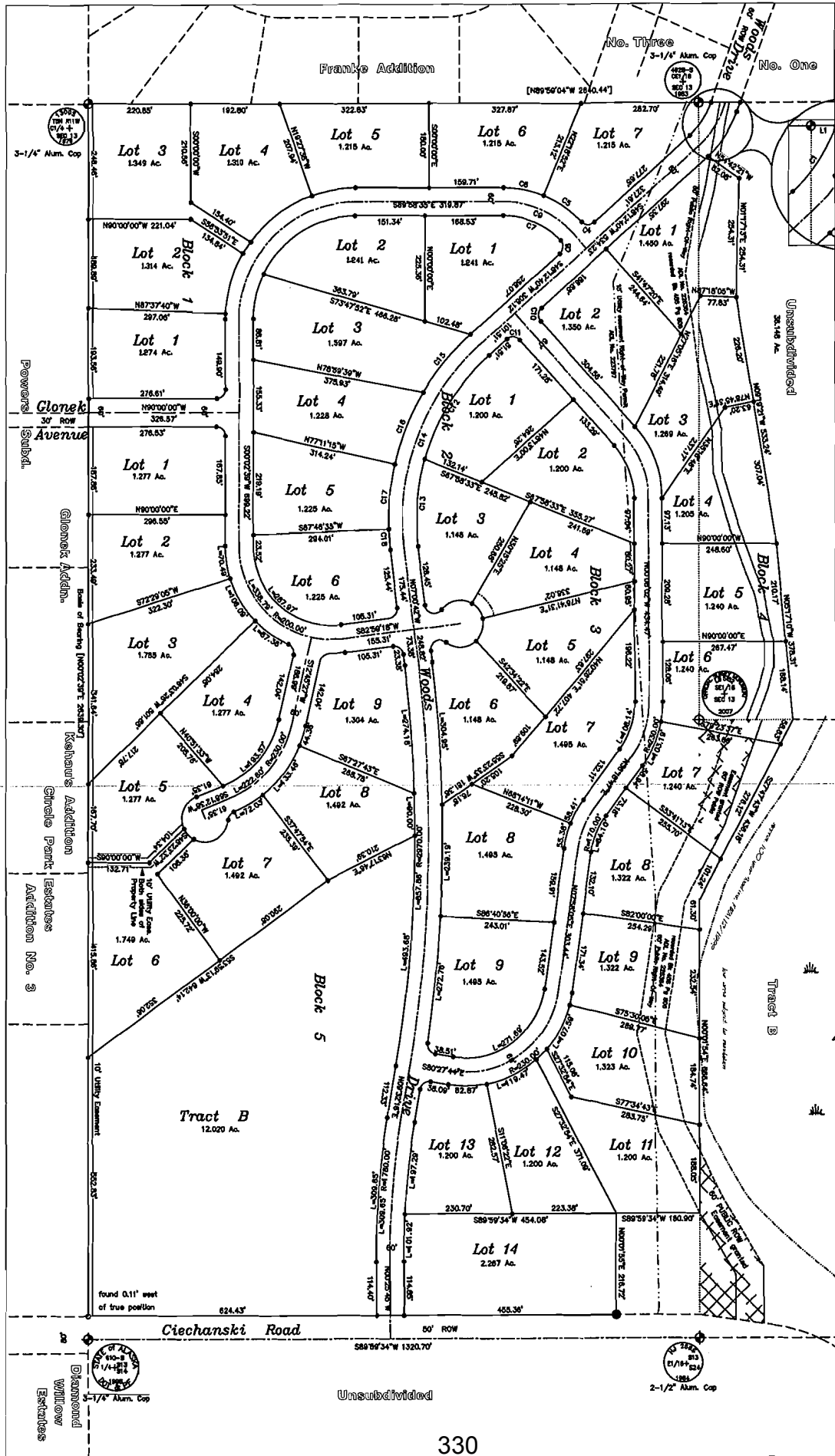
# Vicinity Map



KRS 3/20/12



A



**CERTIFICATE of OWNERSHIP  
and DEDICATION**

WE HEREBY CERTIFY THAT WE ARE THE OWNER(S) OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN AND SUBMIT THE SAME TO THE PUBLIC RECORDS OF THE STATE OF ALASKA FOR PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

David R. Covey, Mayor  
Kenai Peninsula Borough  
144 N. Blakley Street  
Soldotna, Alaska 99611  
(Tract A)

Leah Mangrove  
Cook Inlet Region, Inc.  
P. O. Box 83330  
Anchorage, Alaska 99508  
(NE 1/4 SE 1/4 Sec. 13)

**NOTARY'S ACKNOWLEDGMENT**

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012 FOR \_\_\_\_\_

NOTARY PUBLIC FOR ALASKA  
MY COMMISSION EXPIRES \_\_\_\_\_

**NOTARY'S ACKNOWLEDGMENT**

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012 FOR \_\_\_\_\_

NOTARY PUBLIC FOR ALASKA  
MY COMMISSION EXPIRES \_\_\_\_\_

**NOTES:**

- 1) Proposed land uses are recreational, residential, agricultural, and commercial.
- 2) Building Setback - A setback of 20 feet is required from all street rights-of-way unless a lesser standard is approved by resolution of the appropriate Planning Commission.
- 3) No private access to State maintained ROW's permitted unless approved by the State of Alaska Department of Transportation.
- 4) Front 10 ft. of the building setback adjacent to rights-of-way is also a utility easement. No utility structures will be constructed within or placed within a utility easement which would interfere with the ability of a Utility to use the easement.
- 5) Roads must meet the design and construction standards established by the Borough in order to be considered for certification and inclusion in the road maintenance program.
- 6) WASTEWATER DISPOSAL: Tract B Block 5 is at least 200,000 square feet or nominal 5 acres in size 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.
- 7) A 15 ft. side strip pipeline easement is recorded in Book 449 Page 552. This easement is located within the SE 1/4 SE 1/4 Section 13 west of the existing traveled way commonly known as Woods Drive.
- 8) There is a 25 ft. building setback from the right-of-way within Lot 4 Block 3 as shown.
- 9) No structures are permitted within the parhandle portion of the flag lot(s).

**LEGEND:**

- ⊗ 2-1/2" Brass Cap GLO Monument (found)
- ⊙ Monument (found)
- ⊕ 2-1/2" Alum. Cap Monument (set)
- 5/8" Rebar (found)
- 5/8" Rebar (set)
- ⊖ Witness Corner Meander Corner  
5/8" Rebar (set)
- [ ] Record Datum
- ..... Former Lot Line
- ⊗ Pipeline Easement: Book 449, Page 552

**PLAT APPROVAL**

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

KENAI PENINSULA BOROUGH

AUTHORIZED OFFICIAL \_\_\_\_\_

RECORDED \_\_\_\_\_ REC. DIST. \_\_\_\_\_  
DATE: \_\_\_\_\_ 20\_\_\_\_ M  
TIME: \_\_\_\_\_  
REQUESTED BY:  
INTEGRITY SURVEYS  
8195 KENAI SPUR HWY  
KENAI, ALASKA 99611

KPB FILE No. 2008-254

**Widgeon Woods  
Phase Two**

A subdivision of Tract A, Widgeon Woods - Phase One, Plat No. 2007-84, S. M., Kenai Recording District, Kenai Peninsula Borough, Alaska. Located within the SE 1/4 of Section 13, TEN, R11W, S. M., Kenai Recording District, Kenai Peninsula Borough, Alaska.

Containing 82.321 Acres

*Integrity Surveys, Inc.*

8195 Kenai Spur Hwy Kenai, Alaska 99611-8902  
SURVEYORS PHONE - (907) 283-9047 PLANNERS  
FAX - (907) 283-9071

JOB NO:	28163	DRAWN:	21 March, 2012	CB
SURVEYED:	??	SCALE:	1" = 100'	
FIELD BK:	??	DISK:	Widgeon Woods	

**Exhibit B**

**QUITCLAIM DEED**

The GRANTOR, KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669, for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Assembly Ordinance 2012-\_\_, enacted \_\_\_\_\_, 2012, conveys and quitclaims unto the GRANTEE, COOK INLET REGION INC., an Alaska Native Corporation whose address is PO Box 93330, Anchorage, AK 99509, all interest it has, if any, in the following described real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

**Lots 3, 4, & 6, Block 4 of Widgeon Woods Subdivision Plat 2012-\_\_**

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto, and

SUBJECT TO any taxes and assessments, exceptions, reservations, restrictions, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

KENAI PENINSULA BOROUGH:

\_\_\_\_\_  
Mike Navarre,  
Kenai Peninsula Borough Mayor

ATTEST:

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

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for on behalf of the corporation.

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

Please return to:   CIRI – Attn Dara Glass  
                          PO Box 93330  
                          Anchorage, AK 99509

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Ethan G. Schutt, to me known and known to me to be the Senior Vice-President, Land & Energy Development, Cook Inlet Region, Inc., and he acknowledged to me that he had in his official capacity, executed the foregoing instruction as the free act and deed of the said corporation for the uses and purposes therein stated, and that he was duly authorized to do so on behalf of said corporation.

WITNESS MY HAND and official seal.

\_\_\_\_\_  
[Notary Public]  
My commission expires: \_\_\_\_\_

Please return to:

Land Management  
Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna AK 99669

CIRI Deed # \_\_\_\_\_



## EXHIBIT C

### JOINT SUBDIVISION AND EXCHANGE AGREEMENT

#### QUITCLAIM DEED

COOK INLET REGION, INC., an Alaska corporation (hereinafter called "CIRI" or "GRANTOR"), whose business address is P.O. Box 93330, Anchorage, Alaska, 99509-3330, for an in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and quitclaim to the GRANTEE, the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, Alaska 99669, by these presents does remise, release and quitclaim the surface estate unto the said GRANTEE, its successors and assigns, the following described land situated in the Kenai Recording District, Third Judicial District, State of Alaska, and described as follows:

Lot 1 and 5 Block 4 and Lot 7 Block 1 of the Widgeon Woods Subdivision,  
Plat 2012-\_\_\_\_\_

EXCEPTING AND RESERVING to the GRANTOR the subsurface estate as defined by the Alaska Native Claims Settlement Act, 43 U.S.C. §1601 *et seq.*, as amended, including sand and gravel, in the above described property and all rights appurtenant thereto;

CIRI shall not disrupt the surface estate, disturb the lateral or subjacent support of the Property or exercise any of its rights to the Subsurface Estate to a vertical depth of 250 feet below the Surface Estate;

CIRI shall not object to the entry and use of the Property by the Surface Owner:

1. To a depth not to exceed two hundred fifty (250) feet from the natural surface contour of the Property as of the date of this Non-Development Covenant for purposes of excavation for and placement and maintenance of foundations, pilings, pipe and septic systems and utility facilities;
2. To such a greater depth than two hundred fifty (250) feet as may be necessary or convenient for purposes of drilling a well to produce a sufficient and adequate supply of water for use on the premises of the property; and,
3. CIRI does not and shall not authorize any extraction or use of resources, other than water, from the Subsurface Estate of the Property;

CIRI shall not object to an Incidental Use of Gravel Resources on, within or under the Property, for the purposes of fill for grade and contour leveling and road construction,

backfill for foundations and the construction of building pads and driveways. Commercial and/or Off-Premises uses by the Surface Owner are prohibited.

SUBJECT TO the reservations, rights, privileges, immunities, easements, taxes and assessments, covenants, rights-of-way, encroachments either of record or ascertainable by physical inspection.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2012.

COOK INLET REGION, INC.

---

Ethan G. Schutt  
Sr. Vice-President  
Land & Energy Development

CIRI Deed # \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Ethan G. Schutt, to me known and known to me to be the Senior Vice-President, Land & Energy Development, Cook Inlet Region, Inc., and he acknowledged to me that he had in his official capacity, executed the foregoing instruction as the free act and deed of the said corporation for the uses and purposes therein stated, and that he was duly authorized to do so on behalf of said corporation.

WITNESS MY HAND and official seal.

\_\_\_\_\_  
[Notary Public]  
My commission expires: \_\_\_\_\_

Please return to:

Land Management  
Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna AK 99669

CIRI Deed # \_\_\_\_\_

# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Johni Blankenship, MMC  
Borough Clerk

---

### MEMORANDUM

**To:** Gary Knopp, Assembly President  
Members of the Assembly

**Thru:** Johni Blankenship, Borough Clerk *B*

**From:** Katie Ring, Borough Clerk Secretary *KR*

**Date:** April 3, 2012

**RE:** Transfer of Liquor License Ownership and Location  
Transfer From: K.G.B. & Associates LLC dba Clam Shell Lodge, Clam Gulch  
Transfer To: JFS, Inc. dba Log Cabin Liquor, within Borough/Funny River  
License No. 2795 (Package Store)

---

Kenai Peninsula Borough Code 7.10.010 provides for mandatory Assembly review of all applications for liquor license transfers located within the Borough. Accordingly, the attached application filed by JFS, Inc. dba Log Cabin Liquor is being submitted to you for review and action.

The Borough Finance Department has reviewed the application and recommends the transfer and relocation application of the business listed to be conditionally approved based on an agreement between the Borough and K.G.B. & Associates which provides for payment of all taxes, penalties, fees and interest to be paid out of escrow upon closing of the sale of the license.

The Planning Department has reviewed the application for proximity to churches and/or schools and has no objection to the transfer of the license based on location.

---

**RECOMMENDATION:**

That the Assembly authorize a conditional letter of non-objection to the transfer of the referenced liquor license as requested by **JFS, Inc. dba Log Cabin Liquor.**

cc: Clam Shell Lodge  
Log Cabin Liquor

# Memorandum

**To:** Johni Blankenship, Borough Clerk  
**Thru:** Craig Chapman, Finance Director *JAB CC*  
**From:** *W*Lauri Lingafelt, Delinquent Accounts Specialist  
**Date:** March 14, 2012  
**Subject:** Transfer of Liquor License Ownership & Location

---

## Package Store License #2795

### Transfer:

*From: K.G.B. & Associates LLC dba Clam Shell Lodge  
16895 Sterling Hwy, Clam Gulch, AK 99568*

*To: JFS, INC. dba Log Cabin Liquor  
37133 Funny River Rd, Soldotna, AK 99669*

The Finance Department has reviewed all relevant tax accounts related to the business **JFS, INC.** and found the licensee JFS Inc. to be in compliance, however there are past due sales tax for K.G.B. & Associates dba Clam Shell Lodge.

Please be advised that the Finance Department recommends the transfer and relocation application of the business listed be conditionally approved based on an agreement between the Borough and K.G.B. & Associates which provides for payment of all taxes, penalties, fees and interest to be paid out of escrow upon closing of the sale of the license.

Please forward us a copy of the assembly approval/objection letter for our records. Thank you for your consideration in this matter.

State of Alaska  
Alcoholic Beverage Control Board

**RECEIVED**

FEB 27 2012

KPB - Clerks Office

Date of Notice: February 27, 2012

Application Type: **NEW** \_\_\_\_\_

**TRANSFER**  
 Ownership  
 Location  
 Name Change

Governing Body: **Kenai Peninsula Borough**  
Community Councils: None

License #: 2795  
 License Type: Package Store  
 D.B.A.: Log Cabin Liquor  
 Licensee/Applicant: JFS, Inc.  
 Physical Location: 37133 Funny River Road (Property ID #0660118), Soldotna, AK 99669  
 Mail Address: 30485 Rosland Street, Soldotna, AK 99669  
 Telephone #: 907-398-9463  
 EIN: 32-0358425

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
JFS, Inc.	30485 Rosland Street Soldotna, AK 99669	907-398-9463	11/07/2011 Alaska	Yes

**Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.**

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
John F. Segesser President	01/24/1955	30485 Rosland Street Soldotna, AK 99669	907-398-9463	51%
Terri L. Segesser Secretary / Treasurer	04/19/1959	30485 Rosland Street Soldotna, AK 99669	907-398-9463	49%

If transfer application, current license information:

License #: 2795  
 Current D.B.A.: Clam Shell Lodge  
 Current Licensee: K.G.B. & Associates, LLC  
 Current Location: 16895 Sterling Highway, Clam Gulch, AK 99568

Additional comments:

conditionally approved -  
 - see memo -

**Liquor License Application Review**

TO:  Delinquent Accounts  
        Planning Department

DATE: 2-28-12

Review and return to Borough Clerk with comments by: 4-5-12

For Assembly Meeting of 4-17-12

The Finance Department has no objection to the issuance of this license.

Date: 3/14/12 By: Kevin J. [Signature]

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board and the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

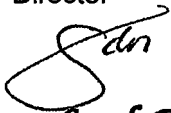
AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 15 AAC 104.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 15 AAC 104.335(a)(3), AS 04.11.090(e), and 15 AAC 104.660(e) must be approved by the governing body.

Sincerely,

SHIRLEY A. GIFFORD  
Director

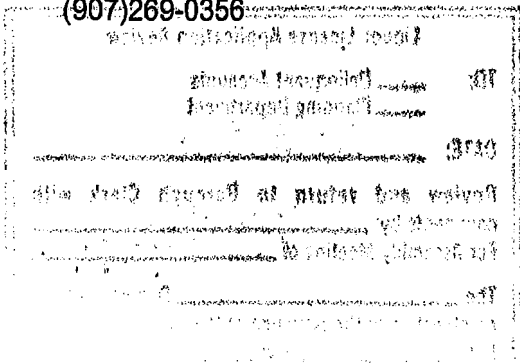


**Sarah D. Oates**

Business Registration Examiner

sarah.oates@alaska.gov

(907)269-0356





## **KENAI PENINSULA BOROUGH**

PLANNING DEPARTMENT

144 North Binkley Street • Soldotna, Alaska 99669-7520

**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378


Toll-free within the Borough: 1-800-478-4441, Ext. 2200

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE  
BOROUGH MAYOR**

### MEMORANDUM

**TO:** Johni Blankenship, Borough Clerk

**FROM:**  Max Best, Planning Director

**RE:** Log Cabin Liquor Transfer License Application

**DATE:** February 28, 2012

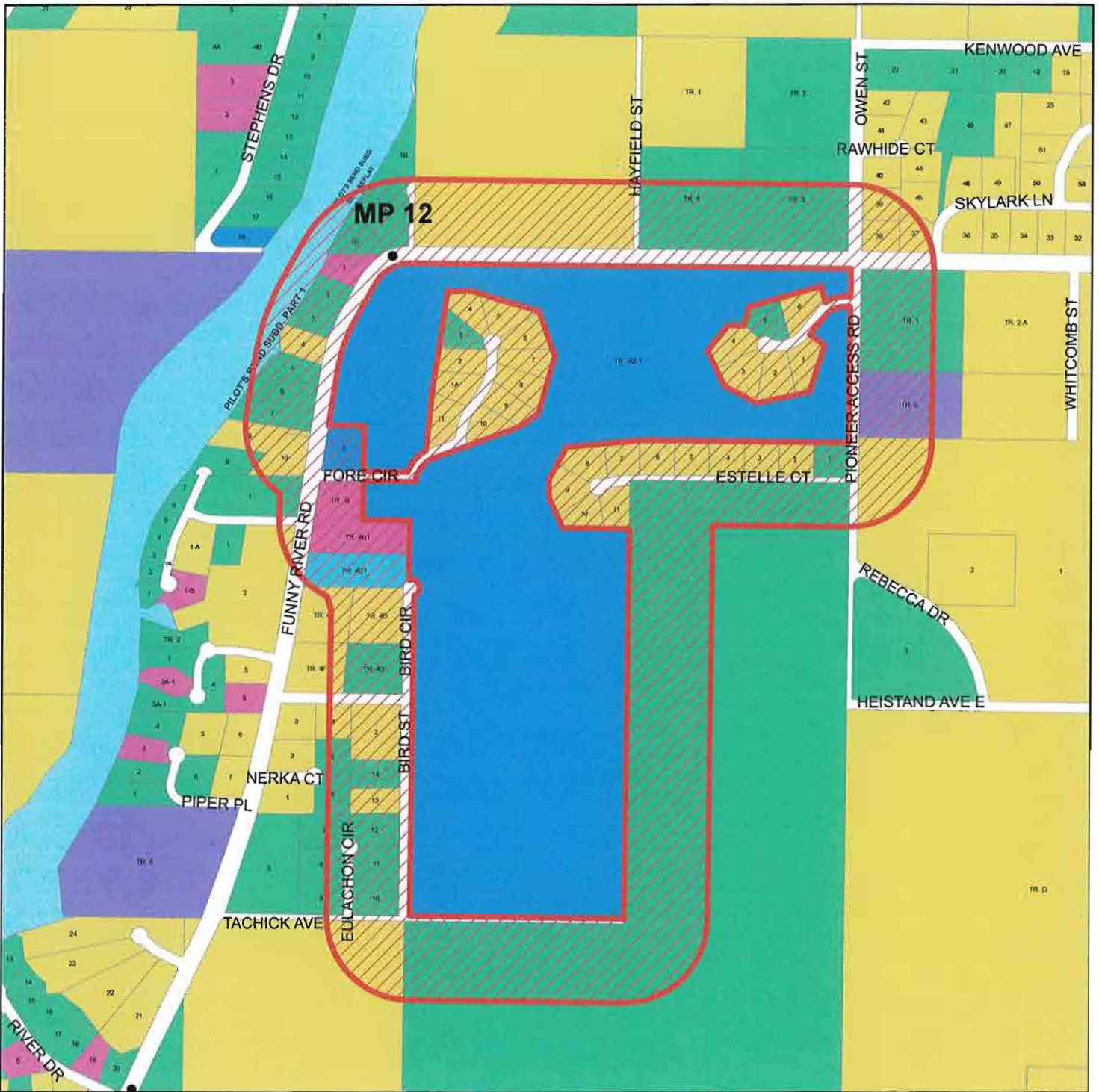
As requested, the Planning Department reviewed the Log Cabin Liquor transfer license application to determine if churches or schools are within 500 feet (KPB 7.10.020). The parcel number and physical address on the application are incorrect. The address 37133 Funny River Road has been assigned to a parcel that will be created when Bird Homestead Subdivision Part 5 is recorded. A parcel number for this address cannot be assigned until after the plat is recorded.

A 500-foot radius search was done for KPB Parcel 066-011-54, 37001 Fore Circle and 37109 Funny River Road (parent parcel of 37133 Funny River Road).

Churches and schools are shown as institutional on the land use map. The Institutional parcel shown within the 500-foot buffer is the Funny River Chamber of Commerce. Kenai Peninsula Borough records show no schools or churches within the 500-foot buffer.

Maps and land status information are attached.





Log Cabin Liquor  
 Transfer Liquor License Application  
 Land Use within 500 Feet



**LAND USE**

- Accessory Building
- Commercial
- Industrial
- Institutional
- Residential
- Timber/Farm
- Vacant

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.



Map Generated: 2/28/12



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.



Kenai Peninsula Borough Planning Department  
 Vicinity Map

0 250 500 1,000 Feet

344

2/28/12

Log Cabin Liquor Transfer License Application  
 Land Use within 500 Feet

PARCEL ID	06601020	PARCEL ID	06601020
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	ALASKA STATE D N R	OWNER	ALASKA STATE D N R
ACREAGE	40.00	ACREAGE	40.00
ADDRESS	550 W 7TH AVE STE 650	ADDRESS	550 W 7TH AVE STE 650
CITY, STATE, ZIP CODE	ANCHORAGE, AK 99501	CITY, STATE, ZIP CODE	ANCHORAGE, AK 99501

PARCEL ID	06601104	PARCEL ID	06601104
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	RIVENBARK W MARK & CYNTHIA ANN	OWNER	RIVENBARK W MARK & CYNTHIA ANN
ACREAGE	1.00	ACREAGE	1.00
ADDRESS	PO BOX 4684	ADDRESS	PO BOX 4684
CITY, STATE, ZIP CODE	HOUSTON, TX 77210	CITY, STATE, ZIP CODE	HOUSTON, TX 77210

PARCEL ID	06601108	PARCEL ID	06601108
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	RAMSEY DONALD	OWNER	RAMSEY DONALD
ACREAGE	1.56	ACREAGE	1.56
ADDRESS	35774 CARLISLE DR	ADDRESS	35774 CARLISLE DR
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669

Log Cabin Liquor Transfer License Application  
 Land Use within 500 Feet

PARCEL ID	06601122	PARCEL ID	06601122
USAGE	110 Residential Dwelling - single	USAGE	110 Residential Dwelling - single
OWNER	BIRD JUSTIN S & AMANDA	OWNER	BIRD JUSTIN S & AMANDA
ACREAGE	1.00	ACREAGE	1.00
ADDRESS	36530 ESTELLA CT	ADDRESS	36530 ESTELLA CT
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669
PARCEL ID	06601126	PARCEL ID	06601126
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	BUCHANAN MATTHEW	OWNER	BUCHANAN MATTHEW
ACREAGE	1.00	ACREAGE	1.00
ADDRESS	8782 STONY CREEK DR	ADDRESS	8782 STONY CREEK DR
CITY, STATE, ZIP CODE	COLORADO SPRINGS, CO 80924	CITY, STATE, ZIP CODE	COLORADO SPRINGS, CO 80924
PARCEL ID	06601130	PARCEL ID	06601130
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	WEBB GARY & SYLVIA	OWNER	WEBB GARY & SYLVIA
ACREAGE	1.24	ACREAGE	1.24
ADDRESS	52995 HOYT LN	ADDRESS	52995 HOYT LN
CITY, STATE, ZIP CODE	KENAI, AK 99611	CITY, STATE, ZIP CODE	KENAI, AK 99611

Log Cabin Liquor Transfer License Application  
 Land Use within 500 Feet

PARCEL ID	06601135	PARCEL ID	06601135
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	LINK FAITH M	OWNER	LINK FAITH M
ACREAGE	0.98	ACREAGE	0.98
ADDRESS	PO BOX 1963	ADDRESS	PO BOX 1963
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669
PARCEL ID	06601139	PARCEL ID	06601139
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	KIRBY DANIEL & KIRBY LORI	OWNER	KIRBY DANIEL & KIRBY LORI
ACREAGE	1.00	ACREAGE	1.00
ADDRESS	3800 JESTER CT NW	ADDRESS	3800 JESTER CT NW
CITY, STATE, ZIP CODE	OLYMPIA, WA 98502	CITY, STATE, ZIP CODE	OLYMPIA, WA 98502
PARCEL ID	06601143	PARCEL ID	06601143
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	WARREN NEIL & KATHLEEN	OWNER	WARREN NEIL & KATHLEEN
ACREAGE	0.94	ACREAGE	0.94
ADDRESS	5893 CANYON CREEK DR	ADDRESS	5893 CANYON CREEK DR
CITY, STATE, ZIP CODE	DUBLIN, OH 43016	CITY, STATE, ZIP CODE	DUBLIN, OH 43016

Log Cabin Liquor Transfer License Application  
 Land Use within 500 Feet

PARCEL ID	06601149	PARCEL ID	06601149
USAGE	110 Residential Dwelling - single	USAGE	110 Residential Dwelling - single
OWNER	TOM COLIN F	OWNER	TOM COLIN F
ACREAGE	2.81	ACREAGE	2.81
ADDRESS	98-130 LIPOA PL	ADDRESS	98-130 LIPOA PL
CITY, STATE, ZIP CODE	AIEA, HI 96701	CITY, STATE, ZIP CODE	AIEA, HI 96701
PARCEL ID	06601154	PARCEL ID	06601154
USAGE	350 General Commercial	USAGE	350 General Commercial
OWNER	BIRD ELMER RAY & PATSY J	OWNER	BIRD ELMER RAY & PATSY J
ACREAGE	135.05	ACREAGE	135.05
ADDRESS	PO BOX 3186	ADDRESS	PO BOX 3186
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669
PARCEL ID	06601158	PARCEL ID	06601158
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	BIRD ELMER RAY & PATSY J	OWNER	BIRD ELMER RAY & PATSY J
ACREAGE	1.07	ACREAGE	1.07
ADDRESS	PO BOX 3186	ADDRESS	PO BOX 3186
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669

Log Cabin Liquor Transfer License Application  
 Land Use within 500 Feet

PARCEL ID	06602026	PARCEL ID	06602026
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	GRAHAM MARY A	OWNER	GRAHAM MARY A
ACREAGE	7.32	ACREAGE	7.32
ADDRESS	PO BOX 235	ADDRESS	PO BOX 235
CITY, STATE, ZIP CODE	LIBBY, MT 59923	CITY, STATE, ZIP CODE	LIBBY, MT 59923
PARCEL ID	06630006	PARCEL ID	06630006
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	DINNEBECK PATSY	OWNER	DINNEBECK PATSY
ACREAGE	2.39	ACREAGE	2.39
ADDRESS	36535 CARIBOU CIR	ADDRESS	36535 CARIBOU CIR
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669
PARCEL ID	06630016	PARCEL ID	06630016
USAGE	120 Residential Cabin - single	USAGE	120 Residential Cabin - single
OWNER	HIGGINS ANDREW O	OWNER	HIGGINS ANDREW O
ACREAGE	1.14	ACREAGE	1.14
ADDRESS	7382 N 300 W	ADDRESS	7382 N 300 W
CITY, STATE, ZIP CODE	EARL PARK, IN 47942	CITY, STATE, ZIP CODE	EARL PARK, IN 47942

Log Cabin Liquor Transfer License Application  
 Land Use within 500 Feet

PARCEL ID	06630020	PARCEL ID	06630020
USAGE	110 Residential Dwelling - single	USAGE	110 Residential Dwelling - single
OWNER	JOHNSON THOMAS W & LORI M	OWNER	JOHNSON THOMAS W & LORI M
ACREAGE	1.26	ACREAGE	1.26
ADDRESS	35250 EULACHON CIR	ADDRESS	35250 EULACHON CIR
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669
PARCEL ID	06630024	PARCEL ID	06630024
USAGE	110 Residential Dwelling - single	USAGE	110 Residential Dwelling - single
OWNER	DERRY ROCKFORD E & MARY	OWNER	DERRY ROCKFORD E & MARY
ACREAGE	1.02	ACREAGE	1.02
ADDRESS	37095 NERKA CT	ADDRESS	37095 NERKA CT
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669
PARCEL ID	06639011	PARCEL ID	06639011
USAGE	112 Residential Dwellings 2-4	USAGE	112 Residential Dwellings 2-4
OWNER	ELMORE KENNETH T	OWNER	ELMORE KENNETH T
ACREAGE	8.82	ACREAGE	8.82
ADDRESS	11661 FRANCES ELAINE CIR	ADDRESS	11661 FRANCES ELAINE CIR
CITY, STATE, ZIP CODE	ANCHORAGE, AK 99515	CITY, STATE, ZIP CODE	ANCHORAGE, AK 99515



Log Cabin Liquor Transfer License Application  
 Land Use within 500 Feet

PARCEL ID	06639058	PARCEL ID	06639058
USAGE	100 Residential Vacant	USAGE	100 Residential Vacant
OWNER	KENNEDY BONNIE ADAMS	OWNER	KENNEDY BONNIE ADAMS
ACREAGE	1.00	ACREAGE	1.00
ADDRESS	PO BOX 776	ADDRESS	PO BOX 776
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669
PARCEL ID	06646003	PARCEL ID	06646003
USAGE	110 Residential Dwelling - single	USAGE	110 Residential Dwelling - single
OWNER	LAWRENCE LARRY L	OWNER	LAWRENCE LARRY L
ACREAGE	8.56	ACREAGE	8.56
ADDRESS	PO BOX 3096	ADDRESS	PO BOX 3096
CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669	CITY, STATE, ZIP CODE	SOLDOTNA, AK 99669

# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Johni Blankenship, MMC  
Borough Clerk

<mailto:jblankenship@borough.kenai.ak.us>

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### MEMORANDUM

**To:** Assembly President Gary Knopp  
Assembly Members

**From:** Johni Blankenship, Borough Clerk 

**Date:** April 3, 2012

**Re:** Applications for Appointment to the Board of Equalization

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KPB 5.12.052 states, "Members shall be appointed by the Assembly on the basis of their expertise in real and personal property appraisal, the real estate market, the personal property market, and other fields related to their functions as board members. Additionally, each member shall be a resident of the Kenai Peninsula Borough. Assembly members may serve as members of the Board of Equalization, subject to appointment by the Assembly."

The following people have submitted applications for consideration for appointment to the Board of Equalization:

Alternate Seat A                      Term to Expire:                      December 31, 2014

➤ Donna Miller

Alternate Seat B                      Term to Expire:                      December 31, 2014

➤ Les Crane

Your consideration is appreciated.

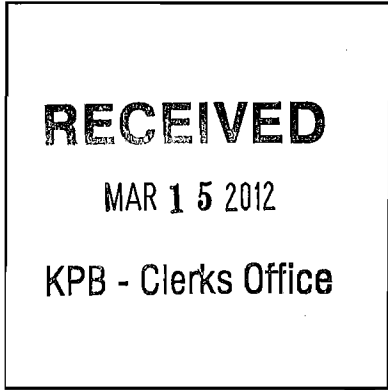
Attachment

**2011 BOARD OF EQUALIZATION MEMBERSHIP APPLICATION  
KENAI PENINSULA BOROUGH**

**Office of the Borough Clerk**

144 N. Binkley Street  
Soldotna, Alaska 99669-7599  
assemblyclerk@borough.kenai.ak.us

Phone: (907) 714-2160  
Toll Free: 1-800-478-4441  
Fax: (907) 714-2388



FOR OFFICIAL USE ONLY

- Seat C 3-year term (01/01/2012 - 12/31/2014)     
  Seat D 3-year term (01/01/2012 - 12/31/2014)     
  Alternate Seat A 3-year term (01/01/2012 - 12/31/2014)     
  Alternate Seat B 3-year term (01/01/2012 - 12/31/2014)

(Please select only one seat above)

Name:	Downa Miller
Mailing Address:	Box 3205, Soldotna, AK 99669
Residence Address:	124 Henrich
Work Phone:	907-260-3826
Home Phone:	907-262-9273
Mobile Phone:	907-398-4274
Email Address:	downam@alaska.net

5.12.052(A). "The board of equalization is established with five regular members selected from the public. It shall also include two alternate members who shall meet the same qualifications as a regular board member. Members shall be appointed by the assembly on the basis of their expertise in real and personal property appraisal, the real estate market, the personal property market, and other fields related to their functions as board members. Additionally, each member shall be a resident of the Kenai Peninsula Borough. Assembly members may serve as members of the board of equalization, subject to appointment by the Assembly."

Please describe your expertise and/or experience in real and personal property, appraisal, the local real estate market, the personal property market and any other fields relating to your function as a board member:

19+ years in Real Estate - Associate Broker.  
Current Market Analysis for Landlords.

My husband and I have been our own contractors on 4 homes in the 36 years we've lived on the Peninsula.

Volunteer - Soldotna Public Library.

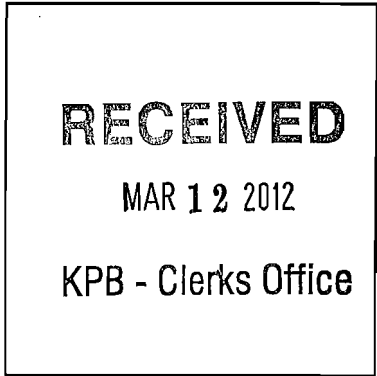
Please submit your completed application to the Borough Clerk's Office no later than:

**Wednesday, November 23, 2011**

**2011 BOARD OF EQUALIZATION MEMBERSHIP APPLICATION  
KENAI PENINSULA BOROUGH  
Office of the Borough Clerk**

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  Seat D 3-year term (01/01/2012 - 12/31/2014)     
  Alternate Seat A 3-year term (01/01/2012 - 12/31/2014)     
  Alternate Seat B 3-year term (01/01/2012 - 12/31/2014)

*(Please select only one seat above)*

Name:	Les Crane
Mailing Address:	36294 Kenai Spur Hwy, Soldotna, Ak
Residence Address:	42488 Maney Cir
Work Phone:	907-262-7102
Home Phone:	
Mobile Phone:	907-252-3678
Email Address:	Les@LesCrane.com

5.12.052(A). *"The board of equalization is established with five regular members selected from the public. It shall also include two alternate members who shall meet the same qualifications as a regular board member. Members shall be appointed by the assembly on the basis of their expertise in real and personal property appraisal, the real estate market, the personal property market, and other fields related to their functions as board members. Additionally, each member shall be a resident of the Kenai Peninsula Borough. Assembly members may serve as members of the board of equalization, subject to appointment by the Assembly."*

Please describe your expertise and/or experience in real and personal property, appraisal, the local real estate market, the personal property market and any other fields relating to your function as a board member:

I am the Owner/Broker of Crane & Associates Realty and I've been in real estate for over 8 years specializing in  
single family, multi-family, commercial properties and raw land on the Kenai Peninsula. I have been on the Kenai Peninsula  
Association of Realtors board for 6 years, serving as president for 2011 and 2012.

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*residency verified (AMS)*

Please submit your completed application to the Borough Clerk's Office no later than: **3-12-12**

**Wednesday, November 23, 2011**

## Kenai Peninsula Borough Assembly Committees 2011 – 2012

### ASSEMBLY COMMITTEES

- **Finance Committee**  
Bill Smith, Chair  
Ray Tauriainen, Vice Chair  
Gary Knopp
- **Lands Committee**  
Sue McClure, Chair  
Brent Johnson, Vice Chair  
Ray Tauriainen
- **Policies & Procedures Committee**  
Mako Haggerty, Chair  
Charlie Pierce, Vice Chair  
Linda Murphy
- **Legislative Committee**  
Hal Smalley, Chair  
Linda Murphy, Vice Chair  
All Assembly Members
- **President Pro Tem**  
Bill Smith

### OTHER BOROUGH & SCHOOL DISTRICT COMMITTEES

- **KPB Emergency Planning**  
[VACANT]  
Gary Knopp, Alternate
- **Planning Commission Representative**  
Ray Tauriainen  
Bill Smith, Alternate
- **School Board**  
Charlie Pierce  
Brent Johnson, Alternate  
Ray Tauriainen, Alternate

### SERVICE AREA BOARD LIAISONS

- **Anchor Point Fire & EMS** - Mako Haggerty
- **Bear Creek Fire** - Sue McClure
- **CES/CPEMS** - Brent Johnson
- **Central Peninsula General Hospital**  
Gary Knopp, Charlie Pierce, Linda Murphy
- **Kachemak Emergency Service Area**  
Mako Haggerty
- **KPB Roads**  
Gary Knopp, Charlie Pierce
- **Lowell Point Emergency SA** - Sue McClure
- **Nikiski Seniors** - Ray Tauriainen
- **Nikiski Fire** - Ray Tauriainen
- **North Peninsula Recreation** - Ray Tauriainen
- **Seward/Bear Creek Flood SA** - Sue McClure
- **South Peninsula Hospital** - Mako Haggerty, Bill Smith

### NON-BOROUGH COMMITTEES

- **Cook Inlet Aquaculture**  
Brent Johnson  
[VACANT], Alternate
- **Cook Inlet R.C.A.C.**  
Grace Merkes, Term Expires March, 2014
- **Economic Development District**  
Linda Murphy, Term Expires 12/31/13  
Hal Smalley, Term Expires 12/31/14
- **Kenai Peninsula College Council**  
Hal Smalley, Term Expires 06/30/14
- **Kenai River Special Management Area Advisory Board**  
Brent Johnson  
[VACANT], Alternate
- **Prince William Sound R.C.A.C.**  
Blake Johnson, Term Expires May, 2013