

Kenai Peninsula

COUNTER COPY



Assembly Packet * April 6, 2004 * 7:00PM

Borough Administration Building, 144 N Binkley Street, Soldotna

April 2004

Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																											
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APC = Advisory Planning Commission; FSA = Fire Service Area; SA = Service Area

May 2004

Monthly Planner

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April 2004 - March 2005

Assembly Yearly Planner

Apr 2004						
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APRIL

- 6 Assembly Meeting
- 14 AML Legislative Committee Fly-In (Juneau) April 14-15
- 17 Assembly Meeting
- 24 State Primary Election

- 20 Assembly Meeting
- 21 BOE-Supplemental Real Property

MAY

- 4 Assembly Meeting (Seward)
- 17 Budget Work Session 10:00 AM - 5:00 PM
- 18 Assembly Meeting

- 19 BOE-Real Property
- 20 BOE-Real Property
- 21 BOE-Real Property
- 31 Memorial Day

JUNE

- 1 Assembly Meeting
- Budget Work Session 10:00 AM

- 15 Assembly Meeting
- 16 BOE-Personal Property

JULY

- 5 Independence Day Holiday
- 6 Assembly Meeting

- 16 NACo Annual Conf - Phoenix (7/16 - 20)

AUGUST

- 3 Assembly Meeting

SEPTEMBER

- 6 Labor Day
- 7 Assembly Meeting
- 21 Assembly Meeting (Homer)

OCTOBER

- 5 Regular Municipal Election
- 12 Assembly Meeting
- 26 Assembly Meeting

NOVEMBER

- 2 State General Election
- 11 Veterans' Day
- 16 Assembly Meeting
- 25 Thanksgiving Holiday
- 26 Thanksgiving Holiday

DECEMBER

- 7 Assembly Meeting
- 24 Christmas Holiday

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Kenai Peninsula Borough

Assembly Meeting Schedule

TUESDAY, April 6, 2004

3:30 PM

Finance Committee
Conference Room "B"
Borough Administration Building
Soldotna, Alaska

4:00 PM

Policies and Procedures Committee
Conference Room "C"
Borough Administration Building
Soldotna, Alaska

4:30 PM

Lands Committee
Conference Room "A"
Borough Administration Building
Soldotna, Alaska

5:00 PM

Legislative Committee
Assembly Chambers
Borough Administration Building
Soldotna, Alaska

followed by

Committee of Whole [*Executive Session to discuss the Clerk's Annual Evaluation*]
Assembly Chambers
Borough Administration Building
Soldotna, Alaska

7:00 PM

Regular Assembly Meeting
Borough Assembly Chambers
Borough Administration Building
Soldotna, Alaska

April 6, 2004

3:30 PM

Conference Room "B"
Borough Administration Building, Soldotna

Chris Moss, Chair

Gary Superman, Vice Chair

Paul Fischer

AGENDA

N. PUBLIC HEARINGS ON ORDINANCES

- 1. Ordinance 2003-45: Amending KPB Chapter 5.12 to Provide for a Flat Tax on Aircraft (Moss) (Final Hearing) **34**

P. NEW BUSINESS

- 1. Bid Awards
 - *a. Resolution 2004-032: Authorizing Award of a Contract for Third-Party Cost Estimation Services for the Central Peninsula General Hospital Expansion, Remodel and Renovation (Mayor) **38**
 - *b. Resolution 2004-033: Awarding a Contract for External Audit Services (Mayor) **46**
- 2. Resolutions
 - *c. Resolution 2004-036: Authorizing the Acceptance of Late-Filed Senior Citizen and Disabled Veteran Exemption Applications (Mayor) **115**
 - *d. Resolution 2004-037: Adopting a Personal Property Tax Return Report Form (Mayor) **160**
- 3. Ordinances
 - *a. Ordinance 2003-19-42: Appropriating \$120,000 from the General Fund for the Replacement of the Gymnasium Floor at Kenai Central High School (Mayor) (Hearing 05/04/04) **167**
 - *b. Ordinance 2003-19-43: Appropriating \$293,091.15 from South Peninsula Hospital Service Area Fund Balance for Interest Amount Due on the South Peninsula Hospital Service Area General Obligation Bonds That Were Sold as Part of the Hospital Improvement Project (Mayor) (Hearing 05/04/04) **170**

*c. Ordinance 2003-19-44: Appropriating \$30,000 for Cook Inlet Aquaculture Association for a Coho Enhancement Project in the Homer and Seward Areas (Martin, Moss, Long) (Hearing on 05/04/04) 172

***Consent Agenda Items**

Staff requested:
Finance Director or Representative

Policies & Procedures Committee

April 6, 2004

4:00 PM

Conference Room "C"
Borough Administration Building, Soldotna

Betty Glick, Chair

Ron Long, Vice Chair

Dan Chay

AGENDA

P. NEW BUSINESS

2. Resolutions

a. Resolution 2004-034: Certifying the Results of the March 30, 2004
Special By-Mail Borough Election (Sprague at the request of the
Borough Clerk) **LAYDOWN**

*b. Resolution 2004-035: Approving a New Collective Bargaining
Agreement (Mayor) **49**

4. Other

*a. Request for School Name Change (North Star Elementary Proposed
to be Changed to Nikiski North Star Elementary) **194**

***Consent Agenda Items**

Staff requested:
Borough Clerk

April 6, 2004

4:30 PM

Conference Room "A"
Borough Administration Building, Soldotna

Milli Martin, Chair Grace Merkes, Vice Chair Pete Sprague

AGENDA

I. PRESENTATIONS WITH PRIOR NOTICE

- 1. Nancy Casey of Casey Planning and Design, Sterling Highway Scenic Byway Nomination (30 minutes)

N. NEW BUSINESS

- 3. Ordinances

- *d. Ordinance 2004-08: Authorizing a Land Exchange with Offshore Systems - Kenai to Acquire Land to Support the North Peninsula Recreational Service Area Cross-Country Ski Trail (Mayor) (Hearing 05/04/04) 175

*Consent Agenda Items

Staff requested:
Planning Director

April 6, 2004

immediately following Legislative Committee

Assembly Chambers
Borough Administration Building, Soldotna

Pete Sprague, Chair

Gary Superman, Vice Chair

AGENDA

ITEMS NOT ON THE REGULAR MEETING AGENDA

1. Borough Clerk's Annual Evaluation

[Executive Session will be conducted to discuss the Clerk's Evaluation]

***Consent Agenda Items**

Staff requested:

Borough Clerk

Assembly Agenda

*Pete Sprague
Assembly President
Seat 4 - Soldotna
Term Expires 2004*

*Gary Superman
Assembly Vice
President
Seat 3 - Nikiski
Term Expires 2004*

*Dan Chay
Assembly Member
Seat 1 - Kalifornsky
Term Expires 2006*

*Gaul Fischer
Assembly Member
Seat 7 - Central
Term Expires 2004*

*Betty Glick
Assembly Member
Seat 2 - Kenai
Term Expires 2005*

*Don Long
Assembly Member
Seat 6 - East
Peninsula
Term Expires 2006*

*Milli Martin
Assembly Member
Seat 9 - South
Peninsula
Term Expires 2006*

*Trace Merkes
Assembly Member
Seat 5 -
Sterling/Funny River
Term Expires 2005*

*Chris Moss
Assembly Member
Seat 8 - Homer
Term Expires 2005*

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 16, 2004 Regular Assembly Meeting Minutes 1

H. COMMENDING RESOLUTIONS AND PROCLAMATIONS

- 1. A Resolution Commending Mitch Seavey for his 2004 Iditarod Sled Dog Race Victory (Long) 16
- 2. Proclamation Declaring April 2004 as Sexual Assault Awareness Month (Mayor) 18

I. PRESENTATIONS WITH PRIOR NOTICE (Limit to 20 minutes total)

- 1. Nancy Casey of Casey Planning and Design, Sterling Highway Scenic Byway Nomination (10 minutes)
- 2. Arctic Winter Games Quarterly Report, Dale Bagley (10 minutes)

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

K. REPORTS OF COMMISSIONS AND COUNCILS

L. MAYOR'S REPORT 19

1. Agreement and Contracts

a. Spruce Bark Beetle Mitigation Program:

- Approval of contract with Doug Koch Professional Tree Service for Salmon Run ROW Project 20
- Approval of contract with Doug Koch Professional Tree Service for Sand Dollar ROW Project 23
- Approval of Cooperative Agreement between KPB and Alaska Division of Forestry for hiring the Kenai Fire Crew to increase wildland fire suppression personnel during fire season 26

b. Approval of contract with Mike Terwilliger for Wildland Interface Firefighting Instruction 27

c. Approval of contract with Enterprises Engineering, Inc. for Nanwalek School Roof Design 28

d. Approval of contract with Integrity Surveys for Surveying and Platting KPB land in the Kalifornsky area 29

e. Authorizing the Purchase of a Narkomed 6400 Anesthesia Machine for CPGH 30

f. Authorizing the Purchase of an OPMI Sensera ENT Microscope with Video for CPGH 31

g. Approval of contract with Lee Ireland Consulting for Company Officer & Leadership Development Training for CES 33

h. Approval of contract with Steam on Wheels for Sweeping & Removal of Sand & Gravel from Various Borough Facility Parking Lots 32

M. ITEMS NOT COMPLETED FROM PRIOR AGENDA - None

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

- 1. Ordinance 2003-45: Amending KPB Chapter 5.12 to Provide for a Flat Tax on Aircraft (Moss) (Final Hearing) (Referred to Finance Committee) **34**

O. UNFINISHED BUSINESS

P. NEW BUSINESS

- 1. Bid Awards
 - *a. Resolution 2004-032: Authorizing Award of a Contract for Third-Party Cost Estimation Services for the Central Peninsula General Hospital Expansion, Remodel and Renovation (Mayor) (Referred to Finance Committee) **38**
 - *b. Resolution 2004-033: Awarding a Contract for External Audit Services (Mayor) (Referred to Finance Committee) **46**
- 2. Resolutions
 - a. Resolution 2004-034: Certifying the Results of the March 30, 2004 Special By-Mail Borough Election (Sprague at the request of the Borough Clerk) (Referred to Policies and Procedures Committee) **LAYDOWN**
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 - *d. Resolution 2004-037: Adopting a Personal Property Tax Return Report Form (Mayor) (Referred to Finance Committee) **160**
 - e. Resolution 2004-038: Supporting Full Funding for the University of Alaska (Long, Sprague) (Referred to Legislative Committee) **165**

3. Ordinances

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4. Other

- *a. Request for School Name Change (North Star Elementary Proposed to be Changed to Nikiski North Star Elementary) (Referred to Policies and Procedures Committee) 194

Q. PUBLIC COMMENTS AND PUBLIC PRESENTATIONS (3 minutes per speaker)

R. ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

April 20, 2004 7:00 PM Regular Assembly Meeting Soldotna

S. ASSEMBLY COMMENTS

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

- 1. Ordinance 2003-19-39: Accepting and Appropriating a Direct Lump Sum Payment from the U.S. Forest Service in the Amount of \$929,000 for the Removal of Dead and Dying Spruce Trees (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)

2. Ordinance 2003-19-40: Appropriating \$100,000 for the Site Evaluation and Schematic Design of a New Multi-Use Building for E-911 Dispatch, Central Emergency Services Administration, and the Borough Office of Emergency Management on Borough Property Located on Wilson Lane in Soldotna, Alaska (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)
3. Ordinance 2003-19-41: Increasing the Fiscal Year 2004 Road Service Area Capital Improvement Project Budget from \$1,300,000 to \$1,741,829 and Transferring \$278,086 from the Road Service Area Operating Fund Balance and Redirecting \$163,743 from Completed Projects to Provide the Additional Funding (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)
4. Ordinance 2004-05: Amending the Kenai Peninsula Borough Code Chapter 5.12 by Revising Procedures for Appeals to the Board of Equalization (Mayor)(Final Hearing 04/20/04) (Referred to Policies and Procedures Committee)
5. Ordinance 2004-06: Amending KPB Chapter 14.10 to Eliminate Assembly Review of Street Naming Decisions and Limiting the Frequency that Street Names May be Changed (Sprague) (Hearing on 04/20/04) (Referred to Lands Committee)
6. Ordinance 2004-07: Amending KPB 5.12.350 Regarding Enforcement of Personal Property Taxes and Other Taxes (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)
7. Resolution 2003-094: In Support of CS for HB 240 and SB 186, Acts Relating to Charitable Gaming Through Implementation of Electronic Gaming Machines (EGM) in the State of Alaska (Superman) (Referred to Legislative Committee) (Tabled on 02/17/04)

U. INFORMATIONAL MATERIALS AND REPORTS

V. NOTICE OF NEXT MEETING AND ADJOURNMENT

The next meeting of the Kenai Peninsula Borough Assembly will be held on April 20, 2004, at 7:00 P.M. in the Borough Assembly Chambers, Soldotna, 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 or outside the Meeting Room just prior to the meeting. For further information, please call the Clerk's Office at 262-8608 or toll free within the Borough at 1-800-478-4441, Ext. 308. Visit our website at www.borough.kenai.ak.us for copies of the agenda, meeting summaries, ordinances and resolutions.

Kenai Peninsula Borough

Assembly Meeting Minutes

March 16, 2004 - 7:00 p.m.

Regular Meeting - Soldotna, Alaska

CALL TO ORDER

A Regular Meeting of the Kenai Peninsula Borough Assembly was held on March 16, 2004, in the Assembly Chambers, Borough Administration Building, Soldotna, Alaska. President Sprague 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 Marian Nickelson, St. Francis by the Sea Episcopal Church, Nikiski.

There were present:

Pete Sprague, Presiding
Dan Chay
Paul Fischer
Betty Glick
Ron Long

Milli Martin
Grace Merkes
Chris Moss
Gary Superman

comprising a quorum of the assembly.

Also in attendance were:

Dale Bagley, Borough Mayor
Holly Montague, Assistant Borough Attorney
Linda Murphy, Borough Clerk
Sherry Biggs, Deputy Borough Clerk

COMMITTEE REPORTS

(7:04:10)

Assembly Member Long stated the Legislative Committee met and heard reports on the recent lobbying trip to Washington, D.C. Assembly Members Glick, Long and Sprague also attended the National Association of Counties (NACo) Annual Legislative Conference.

MOTION:

Long moved to authorize Assembly Member Moss to work with President Sprague to reaffirm the borough's position regarding Gulf

Groundfish rationalization in a letter to the North Pacific Fisheries Management Council.

MOTION PASSED: Unanimous.

MOTION: Long moved to send a letter of thanks to Senators Stevens and Murkowski, Representative Young, and John Katz of the Governor's Office in regards to the recent visit to Washington, D.C.

MOTION PASSED: Unanimous.

Assembly Member Moss reported the Finance Committee met and discussed its lengthy agenda.

Assembly Member Martin said the Lands Committee addressed its agenda items.

Assembly Member Glick reported the Policies and Procedures Committee met and addressed its agenda.

APPROVAL OF AGENDA AND CONSENT AGENDA

(7:21:02)

MOTION TO APPROVE AGENDAS: Glick moved for the approval of the agenda and consent agenda.

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

The following item was moved from the consent agenda to the regular agenda:

- Resolution 2004-031: Adopting a Public Safety Communications Strategic Plan for the Kenai Peninsula Borough (Mayor) (Referred to Policies and Procedures Committee)

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

- February 17, 2004 Regular Assembly Meeting Minutes
- Resolution 2004-026: Authorizing Award of a Contract for the Seward Middle School Phase I, Site Work (Mayor) (Referred to Finance Committee)
- Resolution 2004-027: Recommending the Award to Area Contractors for the Application of Calcium Chloride on Road Service Area Gravel Roads (Mayor) (Referred to Finance Committee)
- Resolution 2004-028: Confirming the Appointments of Assembly Members to Non-Borough Committees and Boards (Sprague) (Referred to Policies and Procedures Committee)

- Resolution 2004-029: Authorizing Transfer of Funds from the Completed Kenai Middle School Fire Alarm Project to the Soldotna Middle School Fire Alarm Project (Mayor) (Referred to Finance Committee)
- Resolution 2004-030: Authorizing the Rejection of Certain Municipal Entitlement Selections within ADL 201302 Near Hope, Alaska (Mayor) (Referred to Lands Committee)

[Clerk's Note: The following technical amendment was made to Resolution 2004-030: Final Whereas to read, "the KPB Planning Commission conducted a public hearing during its regularly scheduled meeting of March 8, 2004 and recommended adoption by unanimous consent."]

- Ordinance 2003-19-39: Accepting and Appropriating a Direct Lump Sum Payment from the U.S. Forest Service in the Amount of \$929,000 for the Removal of Dead and Dying Spruce Trees (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)
- Ordinance 2003-19-40: Appropriating \$100,000 for the Site Evaluation and Schematic Design of a New Multi-Use Building for E-911 Dispatch, Central Emergency Services Administration, and the Borough Office of Emergency Management on Borough Property Located on Wilson Lane in Soldotna, Alaska (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)
- Ordinance 2003-19-41: Increasing the Fiscal Year 2004 Road Service Area Capital Improvement Project Budget from \$1,300,000 to \$1,741,829 and Transferring \$278,086 from the Road Service Area Operating Fund Balance and Redirecting \$163,743 from Completed Projects to Provide the Additional Funding (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)
- Ordinance 2004-06: Amending KPB Chapter 14.10 to Eliminate Assembly Review of Street Naming Decisions and Limiting the Frequency that Street Names May be Changed (Sprague) (Hearing on 04/20/04) (Referred to Lands Committee)
- Ordinance 2004-07: Amending KPB 5.12.350 Regarding Enforcement of Personal Property Taxes and Other Taxes (Mayor) (Hearing on 04/20/04) (Referred to Finance Committee)

President Sprague called for public comment on consent agenda items with none being offered.

AGENDAS APPROVED AS AMENDED: Unanimous.

COMMENDING RESOLUTIONS AND PROCLAMATIONS

(7:26:03)

Assembly Member Martin presented a commending resolution to Monte Garrouette, recognizing him as the 4A State wrestling champion in the 135 pound weight class.

Assembly Member Martin recognized Morgan Jones and Aleta Phelps for their recent cross country ski wins.

Assembly Member Martin commended Nicole Osmar for her achievement as the 2004 Junior Iditarod Champion.

PRESENTATIONS WITH PRIOR NOTICE

(7:31:33)

Mark Hamilton, President of the University of Alaska, thanked the assembly for the borough's financial support and commitment to the Kenai Peninsula College. President Hamilton asked the assembly to send a letter of support to the legislature requesting full state funding for the university system.

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA - None.

REPORTS OF COMMISSIONS AND COUNCILS - None.

MAYOR'S REPORT

(7:39:39)

1. Agreements and Contracts

a. Spruce Bark Beetle Mitigation Program:

- Approval of contract with Pearse Construction, Inc. for VIP ROW Project
- Approval of contract with Steve's Tree Service for Burton Drive ROW Project
- Approval of contract with Pearse Construction, Inc. for Pirate ROW Project
- Approval of contract with Steve's Tree Service for Terrace ROW Project
- Approval of contract with Segesser Surveys for Tustumena Lake Road Project
- Approval of contract with Segesser Surveys for Running Water Project
- Approval of contract with Paul's Services for West Homer Elementary Slash Piles Removal

b. Approval of contract with First American Title/Homer for Limited Liability Reports

c. Approval of contract with First American Title/Kenai for Limited Liability Reports

d. Approval of contract with First American Title/Seward for Limited Liability Reports

e. Approval of sole source contracts for predevelopment of senior citizen housing facilities to the Cooper Landing Senior Citizens Corporation, Inc., the Sterling Area Senior Citizens, and the Nikiski Senior Citizens, Inc.

f. Approval of sole source contract with Enterprise Engineering, Inc. for Nanwalek School Roof Replacement

- g. Approval of contract with Alliance One Receivables Management for Contract Collection Services
 - h. Approval of contract with Chuck Osmond for Real Property Appraisal - Sterling Forest Subdivision #2
 - i. Approval of Agreement between KPB and the Anchor Point Volunteer Fire Department and Rescue, Inc. for the Provision of Fire and Emergency Medical Rescue Services
 - j. Approval of contract with Rozak Engineering for preparation of documents for demolition and removal of Clinic Building and Underground Fuel Storage Tank System at South Peninsula Hospital
2. Other
- a. Litigation Status Report - March 4, 2004

Assembly Member Glick inquired about the Running Water Survey Contract and asked for additional information. Mayor Bagley said he would supply that information to Ms. Glick. Assembly Member Glick also asked for clarification on the contracts to First American Title and the sole source contracts for predevelopment of senior citizen housing facilities. Mayor Bagley said he would get those answers to Ms. Glick.

Assembly Member Long asked about the status of Faulk v KPB Board of Equalization as listed in the Litigation Report. Assistant Attorney Holly Montague said she would check the status and respond to Mr. Long.

Assembly Member Glick asked that all assembly members receive the requested information.

Assembly Member Merkes asked about another item in the Litigation Report, Wade v KPB. Ms. Montague also noted that request for information.

PUBLIC HEARINGS ON ORDINANCES

(7:43:49)

Ordinance 2004-03: Authorizing the Sale of Approximately 0.25 Acres of Land to Herman and Irene Fandel to Resolve a Long Standing Trespass on Borough Land Located within the City of Kenai (Mayor) (Referred to Lands Committee)

MOTION: Martin moved to enact Ordinance 2004-03.

Assembly Member Martin said this ordinance represented an effort to resolve a nearly 20-year trespass on borough property.

President Sprague called for public comment with none being offered.

MOTION: Martin moved to amend Ordinance 2004-03 as follows:

Final Whereas to read, “the KPB Planning Commission at its regularly scheduled meeting of February 9, 2004 recommended by unanimous consent that the Assembly not enact this ordinance;”

MOTION TO AMEND PASSED: Without objection.

Assembly Member Glick said when the property was conveyed from the City of Kenai to the borough, there were restrictions giving consideration for educational uses and protection of the barabaras as archaeological and historical sites. Ms. Glick suggested the parcel be placed for public auction. Ms. Glick also suggested the trespasser should pay back taxes on the parcel, in addition to the purchase price.

Mayor Bagley said the barabaras were along the bluff portion of the property and not near this area. Mayor Bagley said there was a water line near the edge of the parcel.

Assembly Member Merkes asked if the storm drainage and the water line were one in the same. Paul Ostrander, KPB Planning Department, said they were the same.

Assembly Member Long said this action was not an appropriate remedy.

Assembly Member Glick noted the Planning Commission was not in favor of this ordinance.

MOTION TO ENACT AS AMENDED FAILED: Unanimous.

(8:03:20)

Ordinance 2004-04: Amending the Kenai Peninsula Borough Code to Clarify that the Powers and Duties of Advisory Planning Commissions Include Making Recommendations to the Assembly Through the Planning Commission and Directly to the Assembly Upon Request of the Assembly (Martin) (Referred to Policies and Procedures Committee)

MOTION: Glick moved to enact Ordinance 2004-04.

Assembly Member Glick stated an amendment was forthcoming.

President Sprague called for public comment with none being offered.

MOTION: Martin moved to amend Ordinance 2004-04 as follows:

Add a new final whereas to read, “the KPB Planning Commission at its regularly scheduled meeting of March 8, 2004”

recommended approval by unanimous consent.”

MOTION TO AMEND PASSED:

Without objection.

MOTION:

Martin moved to amend Ordinance 2004-04 as follows:

Section 1.(B) to read, “Recommendations to the Kenai Peninsula Borough Planning Commission and, when requested[,] by majority vote of [TO] the assembly, on land use ...”

Section 2.(B) to read, “Unless direct comments from the APC are requested by majority vote of the assembly, the APC may...”

Section 2. (C) to read, “A recommendation from the APC to the Planning Commission, or to the assembly when requested by majority vote of the assembly, shall be submitted...”

Section 3. (F) to read, “...Any recommendations forwarded to the Planning Commission, or the assembly upon assembly request by majority vote [REQUEST], shall require...”

MOTION TO AMEND PASSED:

Without objection.

Assembly Member Long asked for clarification on the reference to “developing capital project plans” as listed in the fourth whereas. Mr. Long hoped it did not refer to the legislative priority process. Assembly Member Martin said this ordinance provided consistency within the borough code.

MOTION TO ENACT AS AMENDED PASSED: Unanimous.

(8:13:33)

Ordinance 2004-05: Amending the Kenai Peninsula Borough Code Chapter 5.12 by Revising Procedures for Appeals to the Board of Equalization (Mayor) (Referred to Policies and Procedures Committee)

MOTION:

Glick moved to enact Ordinance 2004-05.

Assembly Member Glick said the Policies and Procedures Committee discussed the proposed changes with Assessor Shane Horan. Ms. Glick said two letters were received today regarding the possible amendments and postponement was discussed to further address these letters.

President Sprague called for public comment with none being offered.

MOTION: Superman moved to postpone Ordinance 2004-05 until April 20, 2004.

MOTION TO POSTPONE PASSED: Unanimous.

(8:20:42)

Ordinance 2003-19-37: Appropriating \$161,809.88 to the Special Assessment Fund for Char Subdivision Natural Gas Line Utility Special Assessment District (Mayor) (Referred to Finance Committee)

MOTION: Moss moved to enact Ordinance 2003-19-37.

Assembly Member Moss stated this ordinance appropriated the funds to proceed with the assessment district.

President Sprague called for public comment with none being offered.

MOTION TO ENACT PASSED: Unanimous.

(8:23:10)

Ordinance 2003-19-38: Authorizing the Acquisition of Lots 4, 5, 6, Block 2, Sumpter Subdivision for an Addition to the Sterling Senior Center and Appropriating \$60,600 to Acquire the Property and Authorizing the Sale of Subject Lots to the Sterling Area Senior Citizens (Merkes, Mayor) (Referred to Lands Committee)

Ordinance 2003-19-38 (Merkes) Substitute: Authorizing the Acquisition of Lots 4, 5, 6, Block 2, Sumpter Subdivision for an Addition to the Sterling Senior Center and Appropriating \$60,600 to Acquire the Property and Authorizing the Sale of Subject Lots to the Sterling Area Senior Citizens (Merkes, Mayor) (Referred to Lands Committee)

MOTION: Martin moved to enact Ordinance 2003-19-38.

President Sprague called for public comment.

The following people spoke in favor of Ordinance 2003-19-38:

George Elser, PO Box 727, Sterling, AK. Mr. Elser, President of the Sterling Area Senior Citizens (SASC), said the organization had approximately 300 members.

Dillon Kimple, PO Box 13, Sterling, AK

Bill Lowe, PO Box 864, Sterling, AK

Judy Warren, PO Box 164, Sterling, AK, Director of the Sterling Senior Center

Will Josey, PO Box 881, Sterling, AK

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

MOTION:

Martin moved to amend Ordinance 2003-19-38 by substitution.

VOTE ON MOTION TO AMEND
BY SUBSTITUTION:

Unanimous.

MOTION:

Moss moved to amend Ordinance 2003-19-38 (Substitute) as follows:

Title to read, "An Ordinance Authorizing the Acquisition of Lots 4, 5, 6, Block 2, Sumpter Subdivision for an addition to the Sterling Senior Center and Appropriating \$61,000 [\$60,600] to Acquire the Property and Authorizing the Sale of Subject Lots to the Sterling Area Senior Citizens"

Section 1 to read, "That the purchase of the following described real property for \$60,000 plus closing costs not to exceed \$1,000 [\$600] is in the best interest of the borough..."

Section 2 to read, "That \$61,000 [\$60,600] is appropriated from the Land Trust Fund..."

Section 3 to read, "...for the price of \$60,000 and pay up to \$1,000 [\$600] in closing costs, in accordance with the terms and conditions contained in this ordinance, and applicable provisions of KPB Chapter 17.10. In addition to the purchase price, the borough will pay for one-half closing costs, including without limitation all, escrow fees, title insurance charges, recording fees and bank charges up to a maximum of \$1,000 [\$600]..."

Section 5 to read, "Based on the foregoing, the mayor is hereby authorized, pursuant to KPB 17.10.100 (I) to sell the land described in Section 1 above to the SASC for \$60,000 plus all closing costs incurred for both transactions covered by this ordinance subject to the terms and conditions of this ordinance..."

MOTION TO AMEND PASSED:

Without objection.

MOTION:

Moss moved to further amend Ordinance 2003-19-38 (Substitute) as follows:

Section 4 to read, "...The Assembly additionally makes exceptions to KPB 17.10.040 (requiring a statement of the proposed classification), KPB 17.10.090 (requiring classification prior to transfer), and KPB 17.10.110 (notice of land sale). [AND KPB 17.10.120 (C.3) (FINANCING TERM)]

Section 4.1. (D) to be deleted in its entirety: [D. EXTENDING THE PERIOD FOR TOTAL PAYMENT FROM 10 YEARS TO 20 YEARS WILL ASSIST THE SASC BY CREATING AN AFFORDABLE MONTHLY PAYMENT AND WILL BENEFIT THE BOROUGH BY PROVIDING A SECURED INCOME STREAM AT THE RATE OF RETURN EXCEEDING THAT AT WHICH THE LAND TRUST FUND IS CURRENTLY INVESTED.]

Section 5 to read, "...The borough will finance this sale and the Senior Center will pay 10% down, the interest rate will be 6%, and the term of the loan will be 10 [20] years..."

Assembly Member Merkes spoke in opposition to the amendment.

VOTE ON MOTION TO AMEND:

Yes: Chay, Fischer, Glick, Martin, Moss, Superman, Sprague

No: Merkes, Long

Absent: None

MOTION TO AMEND PASSED: 7 Yes, 2 No, 0 Absent

(9:29:40)

The gavel was passed to Vice President Superman. President Sprague spoke in opposition to Ordinance 2003-19-38 (Substitute). The gavel was returned to President Sprague.

VOTE ON MOTION TO ENACT SUBSTITUTE
AS AMENDED:

Yes: Chay, Fischer, Glick, Long, Martin, Merkes,
Moss, Superman

No: Sprague

Absent: None

MOTION TO ENACT SUBSTITUTE

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

(9:43:50)

Ordinance 2003-45: Amending KPB Chapter 5.12 to Provide for a Flat Tax on Aircraft (Moss) (Fourth of Five Hearings) (Referred to Finance Committee)

[Clerks' Note: There was a motion to enact on the floor from the December 16, 2003 meeting.]

President Sprague opened the public hearing.

The following person spoke in opposition to Ordinance 2003-45:

Henry Knacksteadt, 1602 Barabara Drive, Kenai, AK

There being no one else who wished to speak, President Sprague closed the public hearing period.

MOTION: Moss moved to amend Ordinance 2003-45 as follows:

Section 2(A) to read, "For purposes of taxation, aircraft that have been issued an N number by the Federal Aviation Administration ("FAA") by January 1 of the tax year shall be totally exempted from ad valorem taxes and shall be taxed [AT THE RATE OF 475 PER YEAR PER AIRCRAFT PER MANUFACTURER'S NUMBER OF AIRCRAFT ENGINES DESIGNED FOR THAT AIRCRAFT.] in accordance with the following flat tax schedule:

AIRCRAFT FLAT TAX SCHEDULE BASED ON (MGWIL)					
Manufacturers Gross Weight with an Internal Load					
Fixed Wing		Rotorcraft/Rotary Wing			
Class	Weight	Annual Tax	Class	Weight	Annual Tax
1	Less than 3,000 lbs	\$50	1	Less than 1,500 lbs	\$100
2	3,000 to less than 5,000 lbs	\$300	2	1,500 to less than 3,500	\$600
3	5,000 to less than 15,000 lbs	\$600	3	3,500 or more in weight	\$1,000
4	15,000 or more in weight	\$1,000			

MOTION TO AMEND PASSED: Without objection.

MOTION: Moss moved to postpone Ordinance 2003-45 until the next scheduled hearing date of April 6, 2004.

MOTION TO POSTPONE AS AMENDED PASSED: Unanimous.

(9:58:40)

UNFINISHED BUSINESS (Postponed Items)

Resolution 2004-022: Proceeding with the Char Subdivision Utility Special Assessment District for a Natural Gas Main Line (Mayor) (Final Hearing) (Referred to Finance Committee)

[Clerk's Note: There was a motion to adopt on the floor from the February 17, 2004 meeting.]

Assembly Member Moss said there were no objections filed within the 30-day period.

President Sprague called for public comment with none being offered.

MOTION TO ADOPT PASSED: Unanimous.

(10:00:07)

Ordinance 2004-01: Amending KPB Title 16 to Require Public Notice of Vacancies on Service Area Boards Before Such Vacancies are Filled (Martin) (Referred to Policies and Procedures Committee)

[Clerk's Note: There was a motion to enact on the floor from the February 3, 2004 meeting.]

Ordinance 2004-01(Martin Substitute): Amending KPB Title 16 to Require Public Notice of Vacancies on Service Area Boards Before Such Vacancies are Filled (Martin) (Referred to Policies and Procedures Committee)

MOTION: Glick moved to amend Ordinance 2004-01 by substitution.

MOTION TO AMEND BY SUBSTITUTION PASSED: Unanimous.

President Sprague called for public comment with none being offered.

MOTION TO ADOPT SUBSTITUTE PASSED: Unanimous.

(10:03:28)

UNFINISHED BUSINESS (Notice of Reconsideration)

Resolution 2004-021: Supporting the Subdivision of Approximately 867 Acres of Land in the Point Possession Area (Mayor) (Referred to Lands Committee)

[Clerk's Note: At the February 17, 2004 meeting, Mr. Sprague gave notice of reconsideration of Resolution 2004-021.]

The gavel was passed to Vice President Superman.

MOTION: Sprague moved to reconsider Resolution 2004-021.

VOTE ON MOTION TO RECONSIDER:

Yes: Chay, Glick, Long, Martin, Moss, Sprague

No: Fischer, Superman, Merkes

Absent: None

MOTION TO RECONSIDER PASSED: 6 Yes, 3 No, 0 Absent

The gavel was returned to Assembly President Sprague.

Assembly Member Chay supplied information on the surrounding subdivisions of Moose Point and Grey Cliff.

(10:17:45)

Assembly Member Superman spoke in favor of Resolution 2004-021.

Mayor Bagley said any road improvements in the North Kenai area would not change property values, but would simply provide better access to recreational property.

VOTE ON MOTION TO ADOPT:

Yes: Fischer, Superman, Merkes, Long

No: Chay, Glick, Martin, Moss, Sprague

Absent: None

MOTION TO ADOPT FAILED: 4 Yes, 5 No, 0 Absent

NEW BUSINESS

(10:36:20)

Resolution 2004-031: Adopting a Public Safety Communications Strategic Plan for the Kenai Peninsula Borough (Mayor) (Referred to Policies and Procedures Committee)

MOTION: Glick moved to adopt Resolution 2004-031.

President Sprague called for public comment with none being offered.

MOTION: Glick moved to amend Resolution 2004-031 as follows:

Assembly Member Martin said there was a coastal dynamics workshop in Homer on March 17. Ms. Martin reminded everyone of the opportunity to teleconference with the Senate Finance Committee on March 17 from 1:30 - 4:00 p.m. and 7:00 to 9:00 p.m. at the Legislative Information Offices.

Assembly Member Long offered this thanks for the opportunity to travel to Washington, D.C.

Assembly President Sprague announced there was a St. Patrick's Day parade in Soldotna on March 17th at 4:30 p.m. with fireworks later that evening at the Soldotna Sports Center.

ADJOURNMENT

(10:52:55)

With no further business to come before the assembly, President Sprague adjourned the meeting at 10:52 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of March 16, 2004.

Linda S. Murphy, Borough Clerk

Approved by Assembly: _____

Introduced by:

Long

Date:

04/06/04

Action:

Vote:

**KENAI PENINSULA BOROUGH
COMMENDING RESOLUTION**

**A RESOLUTION COMMENDING MITCH SEAVEY FOR HIS
2004 IDITAROD SLED DOG RACE VICTORY**

WHEREAS, Mitch Seavey is the second of three generations of Kenai Peninsula sled dog racers, and has raced the Iditarod with his father and with his son; and

WHEREAS, Mitch's boyhood dream of winning the Iditarod began while listening to his father Dan Seavey help plan the first Iditarod Commemorative Race in 1973; and

WHEREAS, Mitch has had back-to-back wins in the Copper Basin 300 and the Grand Portage Passage in Minnesota; and

WHEREAS, Mitch ran the Last Great Race for the first time in 1992, and finished 22nd; and

WHEREAS, in 1995 Mitch started his race in Seward, becoming the first musher in over 75 years to run the entire original Iditarod Trail; and

WHEREAS, Mitch has run the Iditarod in every race since 1995; and

WHEREAS, Mitch won a very competitive race in 2004 with a time of 9 days, 12 hours, 20 minutes, and 22 seconds; and

WHEREAS, in doing so, Mitch not only brought the trophy home to Alaska, but to the Kenai Peninsula Borough; and

WHEREAS, Mitch and his family operate tours in Seward acquainting countless visitors with just how much sled dogs enjoy their work, and trains his race dogs in Sterling; and

WHEREAS, Mitch is a credit to his community for his win in the 2004 Iditarod Trail Sled Dog Race;

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

SECTION 1. That the Kenai Peninsula Borough Assembly commends Mitch Seavey for his win in the 2004 Iditarod Trail Sled Dog Race.

SECTION 2. That a copy of this resolution be provided to Mitch Seavey.

SECTION 3. That this resolution becomes effective immediately upon its adoption.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk

Kenai Peninsula Borough
Alaska
Proclamation

WHEREAS, sexual assault can affect anyone, either as a victim survivor or as a family member, significant other, neighbor or co-worker of a victim survivor; and

WHEREAS, many citizens and agencies of the Kenai Peninsula Borough are working to provide quality services and assistance to sexual assault survivors: staffing 24-hour crisis lines, responding to emergency calls and offering support, providing medical assistance to sexual assault victims, and criminal prosecution to perpetrators. Helping agencies include law enforcement, the Division of Family and Youth Services, the District Attorney's Office, victim service programs, and medical personnel; and

WHEREAS, victim services staff and other community members are promoting prevention education by providing training and education to public schools, churches, and civic organizations; and

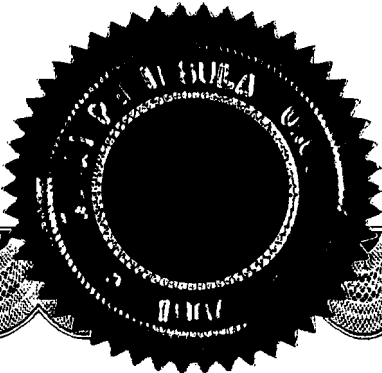
WHEREAS, it is vitally important that continued educational efforts to provide information about prevention and services for sexual assault be supported and enhanced; and

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, and to continue support for agencies providing services to victims of sexual assault..

NOW THEREFORE, I, Dale L. Bagley, Mayor of the Kenai Peninsula Borough, do hereby proclaim the month of April 2004 as:

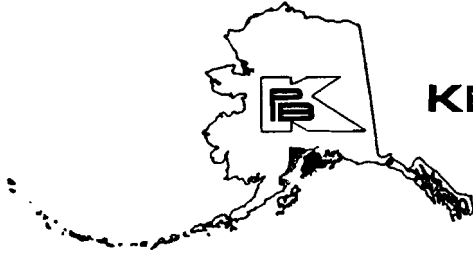
Sexual Assault Awareness Month

on the Kenai Peninsula, and commend this observance to all citizens..



Dale L. Bagley

Dale L. Bagley
Kenai Peninsula Borough Mayor



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

MAYOR'S REPORT TO THE ASSEMBLY

DALE BAGLEY
MAYOR

TO: Pete Sprague, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: *DLB* Dale L. Bagley, Borough Mayor

DATE: April 6, 2004

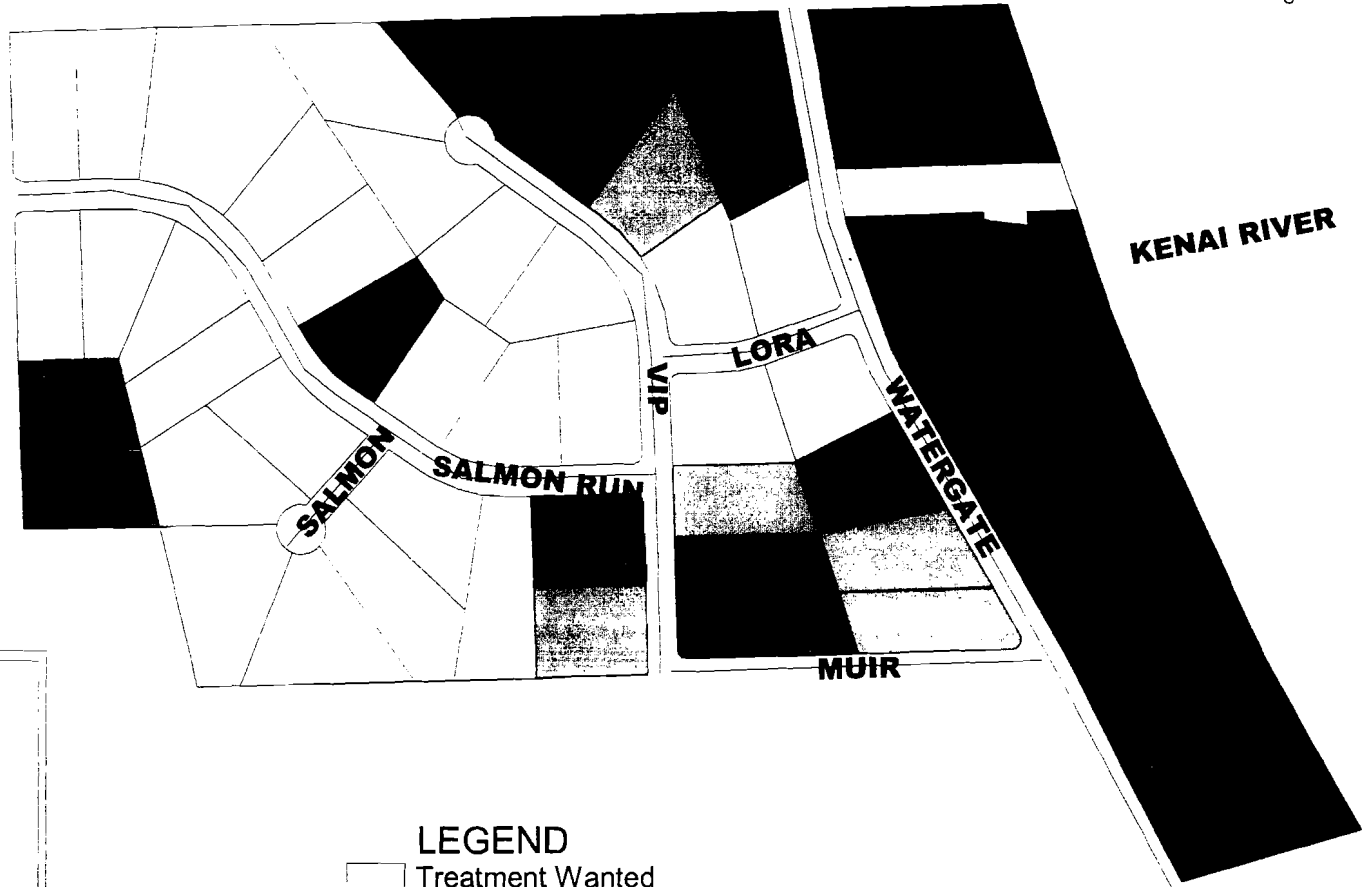
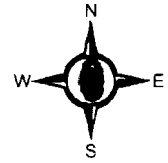
Agreements and Contracts

1. Spruce Bark Beetle Mitigation Program:
 - Approval of contract with Doug Koch Professional Tree Service for Salmon Run ROW Project.
 - Approval of contract with Doug Koch Professional Tree Service for Sand Dollar ROW Project.
 - Approval of Cooperative Agreement between KPB and Alaska Division of Forestry for hiring the Kenai Fire Crew to increase wildland fire suppression personnel during fire season.
2. Approval of contract with Mike Terwilliger for Wildland Interface Firefighting Instruction.
3. Approval of contract with Enterprise Engineering, Inc. for Nanwalek School Roof Design.
4. Approval of contract with Integrity Surveys for Surveying and Platting KPB land in the Kalifornsky area.
5. Authorizing the Purchase of a Narkomed 6400 Anesthesia Machine for CPGH.
6. Authorizing the Purchase of an OPMI Sensera ENT Microscope with Video for CPGH.
7. Approval of contract with Lee Ireland Consulting for Company Officer & Leadership Development Training for CES.
8. Approval of contract with Steam on Wheels for Sweeping & Removal of Sand & Gravel from Various Borough Facility Parking Lots.






DB/bd

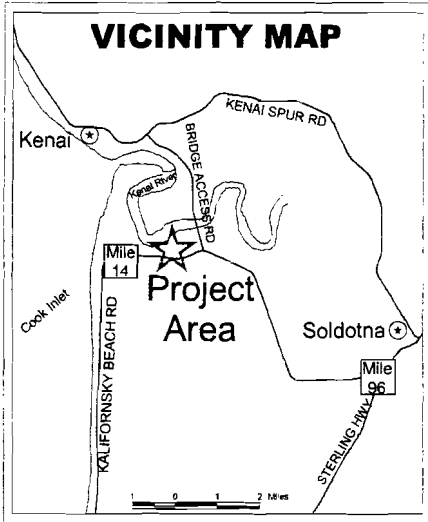
Contractor's Printed Name: Doug Koch Professional Tree Service 92-0190634 Contractor's Federal Tax Identification Number: Salmon Run ROW Project Job/Service Provided:		PROPOSAL TO CONTRACT FOR SERVICES KENAI PENINSULA BOROUGH THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL		PURCHASING DEPARTMENT 144 North Binkley Street Seldovia, AK 99669 907-262-4441	
CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S): Contractor is to provide all labor and equipment necessary to complete the Scope of Work for the Request for Quotes, Salmon Run Right-of-Way Project for the <u>Quote Price of \$5,600.00 (Five Thousand Six Hundred Dollars and no cents)</u> . The Scope of Work consists of providing all labor and equipment necessary to perform SBB Mitigation Work as per the specifications of the Request For Quotes, Salmon Run Right-Of-Way Project and as identified in Attachment 1 and Attachment 1-A of the Salmon Run Right-of-Way Request For Quotes (Project map and Parcel Information Sheet). Project End Date is sixty (60) days after execution of contract.					
ACCOUNT DISTRIBUTION: 262.21320.01BT1.43011			DEPARTMENT/SERVICE AREA: Planning / 688		
<input type="checkbox"/> Check box if State Right of Way (ROW) Articles of the attached General Conditions apply (Articles 2.5.b, 5.3.b, 5.4.b and 6.6.b). <input checked="" type="checkbox"/> Check box if Kenai Peninsula Borough Articles of the attached General Conditions apply (Articles 2.5.a, 5.3.a, 5.4.a and 6.6.a).					
Contractor's compensation will be: <u>Not To Exceed Five Thousand Six Hundred Dollars and no cents</u>					
					Routed From Mayor's Office to: Clerk <u>Original</u> Assembly _____ Legal _____ Finance <u>Chapman</u> Assessing _____ Planning _____ Roads _____ Purchasing _____ Other _____ Date: <u>3-15-04</u>
Insurance, if required: Auto <u>\$1,000,000.00</u> CGL <u>\$1,000,000.00</u> E & O <u>\$0.00</u>					
Time schedule for performance will be <u>Project End Date is sixty (60) days after execution of contract</u>					
The following attachments are incorporated herein by reference: Request For Quotes, Salmon Run Right-Of-Way Project; Attachment 1 and 1-A of the Request For Quotes, Salmon Run Right-Of-Way Project (Project Map and Parcel Information Sheet); Signed Quote Form, Salmon Run Right-of-Way Project.					
BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED IN THE ATTACHED GENERAL CONDITIONS.				CONTRACTOR ADDRESS & PHONE NUMBER: Doug Koch Professional Tree Service P.O. Box 564 Anchor Point, AK 99568 907-235-3403	
CONTRACTOR SIGNATURE <u>X [Signature]</u>		DATE <u>3-10-04</u>		ACCEPTANCE BY KENAI PENINSULA BOROUGH:	
RECOMMENDED BY: <u>[Signature]</u>		APPROVED AS TO FORM: <u>[Signature]</u>		PURCHASE ORDER NO. <u>P018984</u>	
DEPARTMENT DIRECTOR OR DESIGNEE		MARK FOWLER, PURCHASING & CONTRACTING		MAYOR OR DESIGNATED OFFICIAL <u>[Signature]</u>	
DATE <u>3/10/04</u>		DATE <u>3/15/04</u>		DATE <u>3/15/04</u>	

Salmon Run ROW Project



LEGEND

-  Treatment Wanted
-  Treatment Not Wanted
-  No Response
-  Not Applicable
-  Roads



Kenai Peninsula Borough (KPB)
 Service Basin Sewer Migration Program (SSB/MSP)
 Nancy Anderson, March 2, 2004 0658hrs

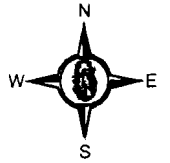
KPB or SSB/MSP are not responsible for errors, omissions, or deviations of the map. Discrepancies in features or boundary agreements are due to use of data from different sources. This map is not a legal representation; it is produced for general informational purposes only and is not for sale.

Salmon Run ROW Project

MAYOR'S REPORT

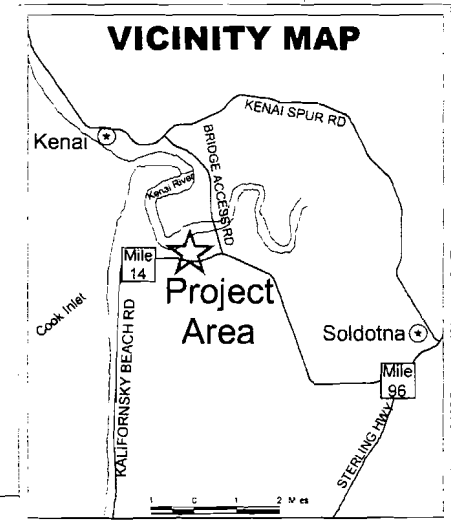
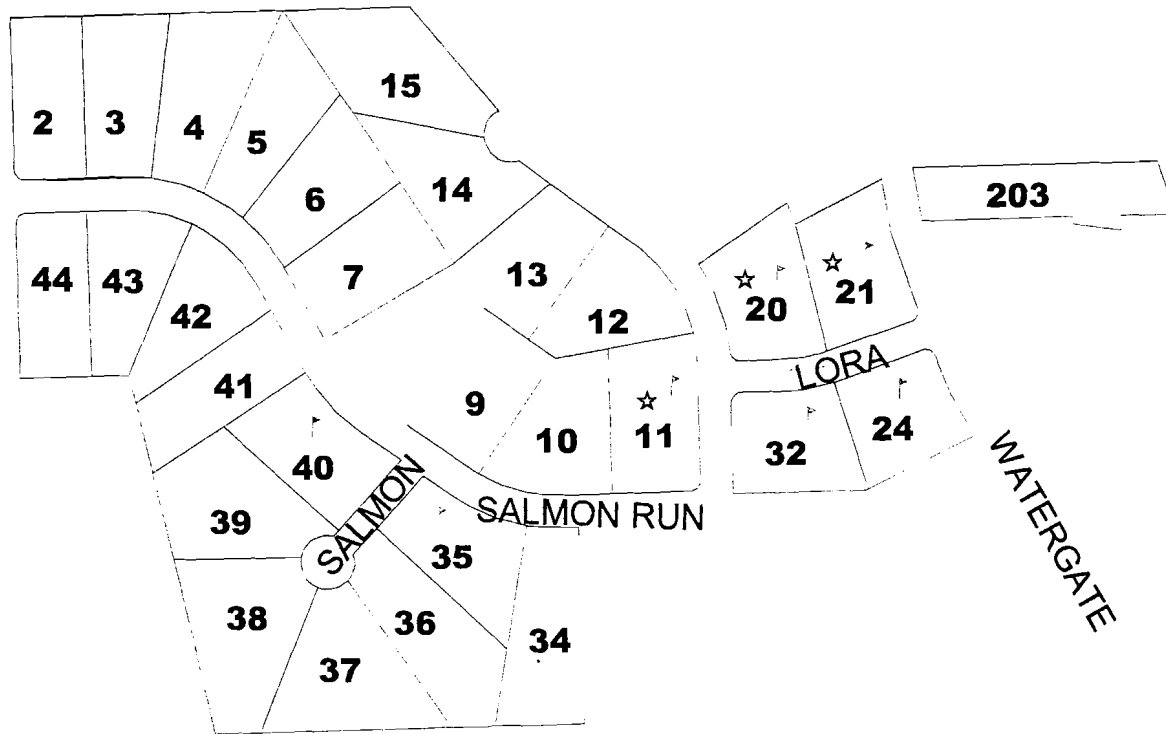
22

MAYOR'S REPORT



LEGEND

- Project Parcels
- Special conditions: see Attachment 1A
- Landscaped Roads



Kenai Peninsula Borough (KPB)
 Seaside Bank Bank's Acquisition Program (SBBAP)
 March Acquisition, February 23, 2024 - 1993-1994

KPB or SBBAP are not responsible for any omissions or errors of this map. Changes in the location of boundaries will occur due to the use of data from different sources. This map is not a legal representation, it is produced for general informational purposes only and is not for sale.



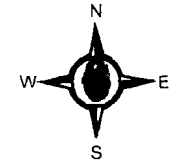
Mar. 10 2004 01:14PM P1
 MAYORS REPORT
 9072606204
 FAX NO. : 9072351561
 SPRUCE BARK OFFICE
 IN MAYORS REPORT
 FROM : DAKLD INC

Contractor's Printed Name: Doug Koch Professional Tree Service 92-0150634 Contractor's Federal Tax Identification Number: Sand Dollar ROWV Project Job/Service Provided:		PROPOSAL TO CONTRACT FOR SERVICES KENAI PENINSULA BOROUGH THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL		PURCHASING DEPARTMENT 144 North Binkley Street Soldotna, AK 99669 907-262-4441	
CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S): Contractor is to provide all labor and equipment necessary to complete the Scope of Work for the Request for Quotes, Sand Dollar Right-of-Way Project for the <u>Quote Price of \$6,900.00 (Six Thousand Nine Hundred Dollars and no cents)</u> . The Scope of Work consists of providing all labor and equipment necessary to perform SBB Mitigation Work as per the specifications of the Request For Quotes, Sand Dollar Right-Of-Way Project and as identified in Attachment 1 and Attachment 1-A of the Sand Dollar Right-of-Way Request For Quotes (Project map and Parcel Information Sheet). Project End Date is sixty (60) days after execution of contract.					
ACCOUNT DISTRIBUTION: 262.21320.01BF1.43011			DEPARTMENT/SERVICE AREA: Planning / SBB		
<input type="checkbox"/> Check box if State Right of Way (ROWV) Articles of the attached General Conditions apply (Articles 2.5.b, 5.3.b, 5.4.b and 5.5.b). <input checked="" type="checkbox"/> Check box if Kenai Peninsula Borough Articles of the attached General Conditions apply (Articles 2.5.a, 6.3.a, 5.4.a and 5.5.a).					
Contractor's compensation will be: <u>Not To Exceed Six Thousand Nine Hundred Dollars and no cents</u> <div style="text-align: right;">Not to exceed \$6,900.00</div>					
Insurance, if required: Auto \$1,000,000.00 CGL \$1,000,000.00 E & O \$0.00					
Time schedule for performance will be <u>Project End Date is sixty (60) days after execution of contract</u>					
The following attachments are incorporated herein by reference: Request For Quotes, Sand Dollar Right-Of-Way Project, Attachment 1 and 1-A of the Request For Quotes, Sand Dollar Right-Of-Way Project (Project Map and Parcel Information Sheet); Signed Quote Form, Sand Dollar Right-of-Way Project.					
BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED IN THE ATTACHED GENERAL CONDITIONS.			CONTRACTOR ADDRESS & PHONE NUMBER: Doug Koch Professional Tree Service. P.O. Box 554 Anchor Point, AK 99550 907-235-3408		
CONTRACTOR SIGNATURE <i>[Signature]</i> DATE <u>3-10-04</u>			ACCEPTANCE BY KENAI PENINSULA BOROUGH PURCHASE ORDER NO. <u>P0189985</u>		
RECOMMENDED BY: <i>[Signature]</i> <u>3/10/04</u> DEPARTMENT DIRECTOR OR DESIGNEE DATE		APPROVED AS TO FORM: <i>[Signature]</i> <u>3/10/04</u> MARK FOWLER DATE PURCHASING & CONTRACTING		<i>[Signature]</i> MAYOR OR DESIGNATED OFFICIAL DATE	

Routed From Mayor's Office to:
 Clerk *[Signature]*
 Assembly _____
 Legal _____
 Finance *[Signature]*
 Assessing _____
 Planning _____
 Roads _____
 SBB
 Purchasing
 Other _____
 Date: 3-15-04

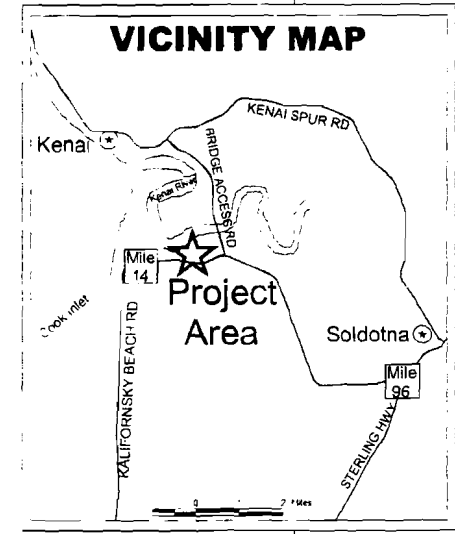
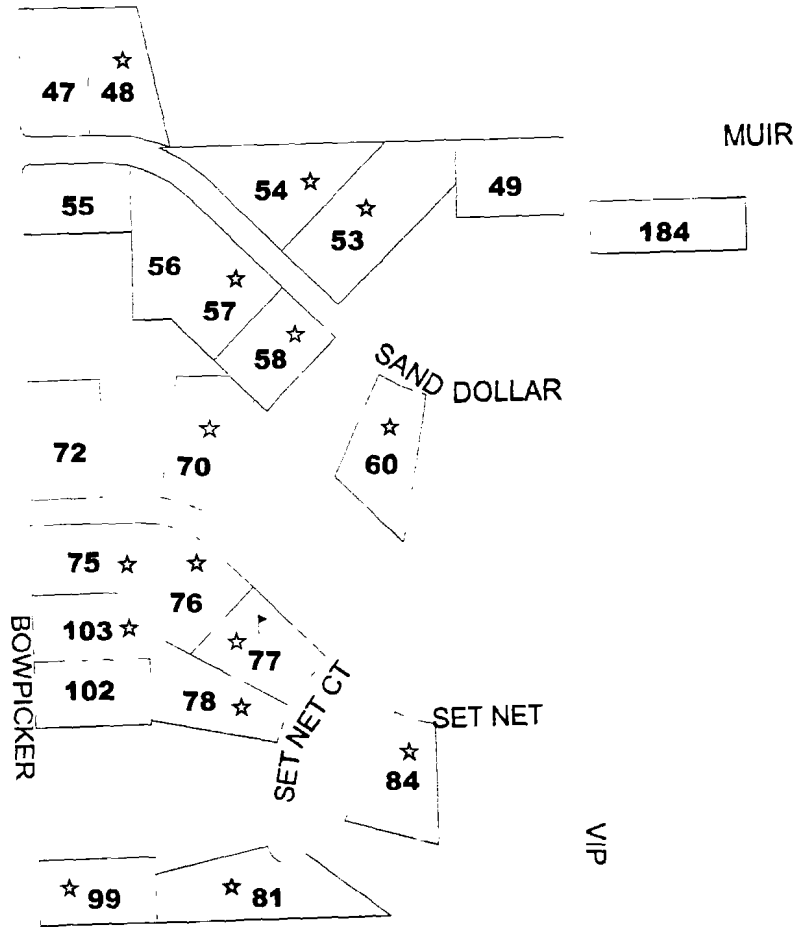
Sand Dollar ROW Project

MAYOR'S REPORT



LEGEND

- Project Parcels
- ↑ Special conditions: see Attachment 1A
- ☆ Landscaped Roads



25

MAYOR'S REPORT

Map 1-1

Kenai Peninsula Borough (KPB)
 Special Area Service (SAS) Program - 5885001
 Parcel Information: Parcel No. 23-270-1902-14

KPB or SASBP are not responsible for errors, omissions or delays or for any consequences or liabilities arising therefrom. The need is not a legal representation of products or services. Information is for informational purposes only and is not for sale.





Kenai Peninsula Borough

Spruce Bark Beetle Mitigation Program

Memorandum in Support of an Intergovernmental Contract

TO: Dale Bagley, Borough Mayor

THRU: *[Signature]* Borough Attorney

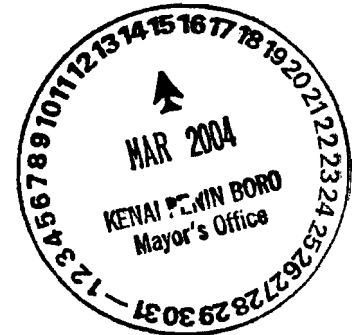
THRU: *[Signature]* Purchasing and Materials Manager

THRU: *[Signature]* Planning Director

FROM: Roberta Wilfong, Spruce Bark beetle Program Manager *[Signature]*

DATE: December 11, 2003

SUBJECT: Cooperative Agreement between KPB and ADOF to hire seasonal firefighter crew (Kenai Crew)



I am writing to you to request that the Kenai Peninsula Borough (KPB) enter into an Intergovernmental Contract (KPB Code of Ordinances, Section 5.28.330) with the Alaska Division of Forestry (ADOF) to sole source hire the Kenai Type 11 Fire Crew to increase wildland fire suppression personnel during the actual fire season and to continue the removal of hazard trees from around public facilities, high use public areas, and threatened Borough communities. This agreement is based on the Spruce Bark Beetle Task Force Action Plan recommendations (Sections 11 and 23) and will be funded by the 2001 Congressional allocation to KPB.

Attached for approval as to form by the above noted departments is the 2004 Cooperative Agreement Contract between the Kenai Peninsula Borough and the Alaska Division of Forestry. This contract with ADOF, to hire the Kenai Fire Crew is for the not to exceed sum of \$95,000.00.

The benefits of using the Kenai Fire Crew on this project to the Kenai Peninsula Borough are numerous. Using the Kenai Fire Crew on Kenai Peninsula fuel reduction and hazard tree removal projects ensures that trained wildland firefighting personnel are available to respond quickly to a fire on the peninsula. Project work performed under this Agreement helps increase the skills and experience of the Kenai Fire Crew. The Kenai Fire Crew is the only Type 11 fire crew available on the Kenai Peninsula. The Kenai Fire crew has been used on Spruce Bark Beetle Mitigation Projects Under Cooperative Agreements since 1999, is experienced with all fuel reduction mitigation techniques, and can be assigned a variety of tree removal and slash disposal tasks. Attached for reference is the 2003 Cooperative Agreement with DOF. Changes between the 2003 and 2004 Agreement are highlighted in the 2004 Agreement.

Please contact me if you have any questions.

Approved Not Approved

Dale Bagley 3/15/04

Dale Bagley, Mayor Date

Routed From Mayor's Office to:

- Clerk *[Signature]*
- Assembly _____
- Legal _____
- Finance *[Signature]*
- Assessing _____
- Planning _____
- Roads _____
- SBB
- Purchasing
- Other _____

Date: 3/15/04

Funding source for \$95,000.00
262.21320.01BT6.43011

Contractor's Printed Name:
Mike Terwilliger
 Contractor's Federal Tax Identification Number:
 569-11-1425
 Job/Service Provided: Instruction



PROPOSAL TO CONTRACT FOR SERVICES
KENAI PENINSULA BOROUGH
 THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND
 SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL

PURCHASING DEPARTMENT
 144 North Binkley Street
 Soldotna, AK 99669
 907-262-4441

CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S)
 Mike Terwilliger and associates will provide instruction as it relates to Wildland Interface Firefighting for the sum of \$2,000.00. This price includes all travel, meal and lodging expenses. This course will be held in Soldotna, May 14-16, 2004.

ACCOUNT DISTRIBUTION: ~~100.11250.00000.49260~~ **262.21320.01BT8.43011** DEPARTMENT/SERVICE AREA: Office of Emergency Management (OEM)

Routed From
 Mayor's Office to:
 Clerk Original
 Assembly
 Legal
 Finance Chapman
 Assessing
 Planning
 Roads
 SBB
 Purchasing
 Other OEM
 Date: 3-18-04

Contractor's compensation will be: Paid by check at the completion of the last day of the course.

Not to exceed \$2,000.00

Insurance, if required: Auto \$ 0 CGL \$ 0 E & O \$ 0

Time schedule for performance will be May 14-16, 2004

The following attachments are incorporated herein by reference:

Attachment "A" wildland fire fighting in the zone.

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM

CONTRACTOR SIGNATURE

Mike Terwilliger

DATE

3/9/2004

CONTRACTOR ADDRESS & PHONE NUMBER:

Mike Terwilliger
 P.O. Box 2768
 10499 Summerset Dr.
 Truckee, CA 96160

SS# 569-11-1425

(530) 582-7648

ACCEPTANCE BY KENAI PENINSULA BOROUGH:

PURCHASE ORDER NO.

PO19005

MAYOR OR DESIGNATED OFFICIAL

DATE

Dale L Bagley

RECOMMENDED BY:

DEPARTMENT DIRECTOR OR DESIGNEE

1-Pad

DATE

3/17/04

APPROVED AS TO FORM:

MARK FOWLER
 PURCHASING & CONTRACTING

DATE

Mark Fowler
3/18/04

MAYOR'S REPORT

MAYOR'S REPORT

Contractor's Printed Name:
 ENTERPRISE ENGINEERING, INC.
 Contractor's Federal Tax Identification Number:
 03-0265785
 Job/Service Provided:
 NANWALEK SCHOOL ROOF DESIGN



PROPOSAL TO CONTRACT FOR SERVICES
KENAI PENINSULA BOROUGH
 THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND
 SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL

PURCHASING DEPARTMENT
 144 North Binkley Street
 Soldotna, AK 99669
 907-262-4441

MAYOR'S REPORT

CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICES:

PROVIDE DESIGN, BIDDING PHASE AND CONSTRUCTION PHASE SERVICES FOR THE NANWALEK SCHOOL ROOF REPLACEMENT PROJECT, AS SET FORTH IN THE PROPOSAL SUBMITTED BY ENTERPRISE ENGINEERING, INC, FEBRUARY 9, 2004.

Routed From
 Mayor's Office to:
 Clerk *Original*
 Assembly
 Legal
 Finance *Chapman*
 Assessing
 Planning
 Parks
 S&B
 Purchasing *Bide*
 Other *Dunn*
 Date: 3-17-04

ACCOUNT DISTRIBUTION: 401.71030.00NAN

DEPARTMENT/SERVICE AREA: CAPITAL PROJECTS

28

Contractor's compensation will be: TWENTY-FOUR THOUSAND FOUR HUNDRED FORTY-NINE AND 00/100 DOLLARS

Not to exceed \$24,449.00

Insurance, if required: Auto \$1,000,000 CGL \$1,000,000 E & O \$1,000,000

Time schedule for performance will be: BID-READY CONSTRUCTION DOCUMENTS WILL BE PROVIDED BY APRIL 30, 2004.

The following attachments are incorporated herein by reference: PROPOSAL SUBMITTED BY ENTERPRISE ENGINEERING, INC, FEBRUARY 9, 2004

MAYOR'S REPORT

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM

CONTRACTOR ADDRESS & PHONE NUMBER:

ENTERPRISE ENGINEERING, INC.
 3335 ARCTIC BLVD., SUITE 100
 ANCHORAGE, ALASKA 99503
 (907) 563-3835

CONTRACTOR SIGNATURE

X Amy A. Cairns

DATE

2/26/04

ACCEPTANCE BY KENAI PENINSULA BOROUGH:

PURCHASE ORDER NO. PO18820

RECOMMENDED BY:

W. Harman

2/24/04

APPROVED AS TO FORM

MARK FOWLER
 PURCHASING & CONTRACTING

DATE

Mark Fowler
3/17/04

MAYOR OR DESIGNATED OFFICIAL

DATE

Dele L. Bayley
3/17/04

Contractor's Printed Name:
Integrity Surveys

Contractor's Federal Tax Identification Number:
92-0108434



PROPOSAL TO CONTRACT FOR SERVICES
KENAI PENINSULA BOROUGH

THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND
SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL

PURCHASING DEPARTMENT
144 North Binkley Street
Soldotna, AK 99669
907-262-4441

MAYOR'S REPORT

CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S):

Surveying and platting of KPB land in the Kalifornsky Area pursuant to
Attachment A - Instructions to Proposer

Routed From
Mayor's Office to:
Clerk Veronica
Assembly _____
Legal _____
Finance Chapman
Assessing _____
Planning _____
Roads _____
SBB _____
Purchasing _____
Other Don Coxetta
Date: 3-15-04

29

Contractor's compensation will be

Three thousand seven hundred sixty dollars Not to exceed \$ 3,760.00

Insurance, if required: Auto \$ 1,000,000 CGL \$ 1,000,000 E & O \$ 500,000

Time schedule for performance will be Final submitted by May 10, 2004

The following attachments are incorporated herein by reference: Attachment A - Instructions to Proposer

MAYOR'S REPORT

SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS
AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM

CONTRACTOR ADDRESS & PHONE NUMBER:

8195 Kenai Spur Highway
Kenai, AK 99611

CONTRACTOR SIGNATURE X DATE _____

ACCEPTANCE BY KENAI PENINSULA BOROUGH:

PURCHASE ORDER NO. P018954

RECOMMENDED BY:

Paul C. Astik 3/12/04
DEPARTMENT DIRECTOR OR DESIGNEE DATE

APPROVED AS TO FORM:

N/A
BOROUGH ATTORNEY DATE

(If hiring attorney or if unusual circumstances)

Dale L. Bagley 3/15/04
MAYOR OR DESIGNATED OFFICIAL DATE



KENAI PENINSULA BOROUGH

144 North Binkley Street
Soldotna, Alaska 99669

Routed From
Mayor's Office to:

Clerk	<input checked="" type="checkbox"/>	<i>Original</i>
Assembly	<input type="checkbox"/>	
Legal	<input type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	<i>Chapman</i>
Assessing	<input type="checkbox"/>	
Planning	<input type="checkbox"/>	
Roads	<input type="checkbox"/>	
SBB	<input type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	
Other	<input type="checkbox"/>	
Date:	<u>3-5-04</u>	

MEMORANDUM

TO: Dale L. Bagley, Mayor

FROM: *MJ* Mark Fowler, Purchasing and Contracting Officer

DATE: March 4, 2004

SUBJECT: Authorizing the Purchase of a Narkomed 6400 Anesthesia Machine

As part of CPGH Administration's strategy to replace aging and obsolete equipment, the Surgery Department has been standardizing anesthesia equipment in order to minimize training time and to provide the same standard of care in both operating suites.

The current Ohmeda anesthesia machine is no longer being supported by Ohmeda and is not in compliance with current standards. Also, the Narkomed 4's currently in use in the operating rooms are over seven years old, the monitors are no longer being supported, and parts are not available.

Narkomed is a viable contender in the medical industry for anesthesia equipment, is cost effective, and service from the distributor is timely and responsive, and the cost of the Narkomed 6400 Anesthesia Machine is \$101,016.20.

The Central Kenai Peninsula Hospital Service Area Board has allocated \$97,000 for this purchase in their FY2004 capital Improvement Program and approved the purchase on October 13, 2003. The balance of \$4,016.20 is to be absorbed by the Surgery Department's budget. At their September 25, 2003 meeting, CPGH, Inc. Board of Directors has authorized the Administration to proceed with this purchase for a not-to-exceed amount of \$101,016.20.

Funding is available in account number 490.81111.04CH2.48516.

Approved:

D. Bagley
Dale Bagley, Mayor

FINANCE DEPARTMENT FUNDS VERIFIED	
\$97,000.00	
ACT # <u>490.81111.04CH2.48516</u>	
BY: <i>C Chapman</i>	DATE: <u>3/5/04</u>

4/5/04
Date

ED OBERTS
CHIEF ADMINISTRATIVE OFFICER

MAYOR'S REPORT



KENAI PENINSULA BOROUGH

144 North Binkley Street

Soldotna, Alaska 99669

Routed From
Mayor's Office to:

Clerk	<input checked="" type="checkbox"/>	<i>Original</i>
Assembly	<input type="checkbox"/>	
Legal	<input type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	<i>Chapman</i>
Assessing	<input type="checkbox"/>	
Planning	<input type="checkbox"/>	
Roads	<input type="checkbox"/>	
SBB	<input type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	
Other	<input type="checkbox"/>	
Date:	<i>3-5-04</i>	

MEMORANDUM

TO: Dale L. Bagley, Mayor

FROM: *[Signature]* Mark Fowler, Purchasing and Contracting Officer

DATE: February 25, 2004

SUBJECT: Authorizing the Purchase of an OPMI Sensera ENT Microscope With Video

In late 2003, Central Peninsula General Hospital identified the need to replace an outdated and obsolete ENT Microscope package to perform surgical procedures. The current equipment was technologically inferior and parts and services were becoming increasingly difficult to obtain.

After further assessment of their needs, CPGH decided to delay the purchase of a CO2 laser which had been budgeted for \$65,000 and appropriated by the Borough so that the funds can be used to purchase this much needed microscopic equipment first.

A proposal was received from Carl Zeiss, Inc. and reviewed by the physician. The company is well known for its excellence in micro-optics and the cost was competitive. The hospital administration determined that the Carl Zeiss package meets the need of CPGH to safely conduct surgical procedures, and ordered the ENT Microscope in September 30, 2003 at a cost of \$43,000.

This purchase has been approved by the Central Peninsula General Hospital Board of Directors on December 4, 2003 and by the Central Kenai Peninsula Hospital Service Area Board on December 8, 2003.

Funding is available in account number 490.81111.04CH2.48516.

This memorandum is to request your approval of this purchase.

Approved:

[Signature of Dale Bagley]

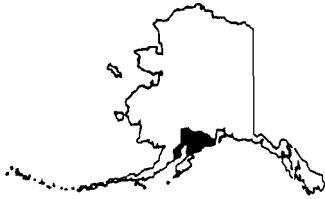
Dale Bagley, Mayor

FINANCE DEPARTMENT	
FUNDS VERIFIED	
\$ 43,000 ⁰⁰	
ACT #	<u>490.8111.04CH2.48516</u>
BY:	<u>CC Chapman</u>
DATE:	<u>3/5/04</u>

3/5/04
Date

ED OBERTS
CHIEF ADMINISTRATIVE OFFICER
MAYOR'S REPORT

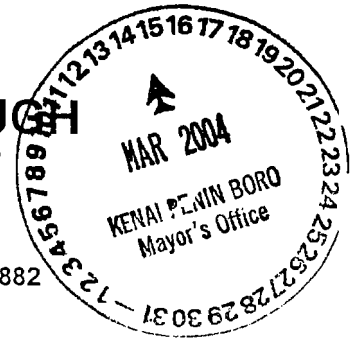
MAYOR'S REPORT



**KENAI PENINSULA BOROUGH
MAINTENANCE DEPARTMENT**
47140 EAST POPPY LANE
SOLDOTNA, AK 99669

Phone (907) 262-4011

Fax (907) 262-5882



MEMORANDUM

TO: Dale Bagley, Borough Mayor

THRU: *M* Mark Fowler, Purchasing & Contracting Officer

FROM: Malcolm G. McBride, Contract Administrator *M.G. McBride*

DATE: March 11, 2004

SUBJECT: Authorization to Award Contract for Sweeping & Removal of Sand & Gravel from Various Borough Facility Parking Lots

Routed From Mayor's Office to:

Clerk *Original*

Assembly _____

Legal _____

Finance *Chapman*

Assessing _____

Planning _____

Roads _____

SBB _____

Purchasing *McBride*

Other _____

Date: 3-15-04 *McBride*

The Purchasing & Contracting Office formally solicited and received bids for the "Sweeping and Removal of Sand And Gravel from Various Borough Facility Parking Lots". Bid packets were released on February 18, 2004, and the Invitation to Bid was advertised in the Peninsula Clarion on February 12th, 13th, and 16th, and in the Seward Phoenix Log on February 12th.

On the due date of March 4, 2004, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$4,148.25 was submitted by Steam on Wheels.

Your approval for this bid award is hereby requested. Funding for this project is in account number 241.41010.00000.43780.

Approved

Dale Bagley
Dale Bagley, Mayor

3/15/04


FINANCE DEPARTMENT		Date
FUNDS VERIFIED		
\$4,148.25		
ACT #	<u>241.41010.00000.43780</u>	
BY:	<i>e.chapman</i>	DATE: <u>3/12/04</u>

SA
3/15/04

MAYOR'S REPORT

MAYOR'S REPORT

MAYOR'S REPORT

Contractor's Printed Name: <u>Lee Ireland Consulting</u> Contractor's Federal Tax Identification Number: <u>156347321</u> Job/Service Provided: <u>Instruction</u>	 <p>PROPOSAL TO CONTRACT FOR SERVICES KENAI PENINSULA BOROUGH THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL</p>	PURCHASING DEPARTMENT 144 North Binkley Street Soldotna, AK 99669 907-262-4441
--	--	---

CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S)
 Lee Ireland will provide on-site Company Officer & Leadership Development training consisting of five 6-hour days for the sum of \$4,600. This price includes all Mr. Ireland's travel, meal and lodging expenses, support educational materials for the course, and tailored training program according to the Lee Ireland Menu of Topics. This course will be held in Soldotna, May 8-12, 2004.

ACCOUNT DISTRIBUTION: 211-51610-43011 DEPARTMENT/SERVICE AREA: Central Emergency Services

Routed From _____
 Mayor's Office to _____
 Clerk Loquial
 Assembly _____
 Legal _____
 Finance Chapman
 Assessing _____
 Planning _____
 Roads _____
 SBB _____
 Purchasing _____
 Other CES
 Date: 3-12-04

Contractor's compensation will be: Paid by check on completion of course
 Not to exceed \$4600.00

Insurance, if required: Auto \$ 0 CGL \$ 0 E & O \$ 0
 Time schedule for performance will be May 8-12, 2004

The following attachments are incorporated herein by reference:
 General conditions Section 7 does not apply to copyrighted material owned by Lee Ireland.

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM		CONTRACTOR ADDRESS & PHONE NUMBER 7102 English Creek Avenue 609-927-5994 Egg Harbor Township, NJ 08234-7248	
CONTRACTOR SIGNATURE <u>X Lee Ireland</u> DATE <u>3-10-04</u>		ACCEPTANCE BY KENAI PENINSULA BOROUGH:	
RECOMMENDED BY: <u>Terry Edmondson</u>	APPROVED AS TO FORM: <u>[Signature]</u>	PURCHASE ORDER NO. <u>1018973</u>	
DEPARTMENT DIRECTOR OR DESIGNEE: <u>[Signature]</u> DATE <u>3/10/04</u>	MARK FOWLER PURCHASING & CONTRACTING DATE <u>3/10/04</u>	<u>[Signature]</u> MAYOR OR DESIGNATED OFFICIAL DATE _____	

MAYOR'S REPORT

Introduced by: Moss
Date: 11/18/03
Hearing: 12/16/03, 01/06/04, 01/20/04, 03/16/04 & 04/06/04
Action: Amended and Postponed until 01/20/04
Action: Additional Public Hearings Added
Action: Amended & Postponed until 04/06/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2003-45**

**AN ORDINANCE AMENDING KPB CHAPTER 5.12 TO PROVIDE FOR
A FLAT TAX ON AIRCRAFT**

WHEREAS, KPB 5.12.120 currently provides that all personal property within the corporate limits of the borough is subject to an annual ad valorem tax, and KPB 5.12.125 exempts the first \$100,000 of assessed valuation of personal property from the ad valorem tax; and

WHEREAS, motor vehicles and watercraft are currently taxed according to flat tax schedules, which have proven to be more simple to administer than an ad valorem tax; and

WHEREAS, the Municipality of Anchorage currently imposes a flat tax on aircraft, which provides a more favorable tax situs for more valuable aircraft than does the borough; and

WHEREAS, imposing a flat tax on aircraft situated within the borough is authorized by Alaska Statute 29.45.055;

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

SECTION 1. That KPB 5.12.120 is hereby amended to read as follows:

5.12.120. Personal property tax—Levied—Amount—Statutory authority.

All personal property within the corporate limits of the borough which is not exempt from taxation by law or ordinance, is subject and liable to an annual tax for school and borough purposes, of not more than 8 mills on the assessed valuation of such property, unless the people of the borough by referendum, authorize a tax levy at a higher rate and except as authorized by Section 5.12.250 and the owner thereof shall be liable for payment of the tax This shall not apply to property subject to a flat tax and exempted from the ad valorem tax in this chapter. The borough shall collect such tax as is levied on the property within a city by the city council pursuant to law and Charter.

SECTION 2. That KPB 5.12.155 is hereby enacted to read as follows:

5.12.155. Personal property tax—Assessments—Aircraft—Appeal.

- A. For purposes of taxation, aircraft that have been issued an N number by the Federal Aviation Administration (“FAA”) by January 1 of the tax year shall be totally exempted from ad valorem taxes and shall be taxed in accordance with the following flat tax schedule:

AIRCRAFT FLAT TAX SCHEDULE BASED ON (MGWIL)					
Manufacturers Gross Weight with an Internal Load					
Fixed Wing			Rotorcraft/Rotary Wing		
Class	Weight	Annual Tax	Class	Weight	Annual Tax
1	Less than 2,000 lbs	\$50	1	Less than 1,500 lbs	\$100
2	2,000 to less than 4,000 lbs	\$100	2	1,500 to less than 3,500	\$600
3	4,000 to less than 6,000 lbs	\$300	3	3,500 or more in weight	\$1,000
4	6,000 to less than 12,500 lbs	\$600			
4	12,500 or more in weight	\$1,000			

- B. Aircraft that have been dismantled, destroyed or crashed and the FAA N number has been retained by the aircraft’s owner of record may submit to the assessor on an approved form “Aircraft Statement of Condition” that would allow for ad valorem taxation of that aircraft if approved. Aircraft for which such registration or licensing has lapsed or that has not passed the annual inspection required by the FAA shall not qualify on this basis alone for ad valorem taxation unless it has been dismantled, destroyed or crashed.
- C. Commercial aircraft operated by a scheduled airline shall be exempt from the flat tax and shall be taxed on an ad valorem basis in accordance with the KPB landing schedule formula. The KPB landing schedule formula provides for the prorated calculation of scheduled aircraft by dividing the total hours per year into the total time aircraft operated by a scheduled carrier are in the KPB, and multiplying the result by the assessed value of each aircraft.
- D. Definitions. For purposes of this section:
 “Aircraft” means any engine powered contrivance invented, used, or designed to navigate, or fly in, the air and that is capable of being manned and is required by the FAA to be registered and certified in order to be manned.
 “Aircraft engine” means an engine used, or intended to be used, to propel an aircraft, except the tail rotor of a helicopter.
 “Commercial aircraft” means any aircraft transporting passengers and/or cargo for some payment or other consideration, including money or services rendered.

“Crashed” means aircraft for which only parts remain that, due to their condition, can no longer be assembled to create any contrivable aircraft. This shall be evidenced by an FAA accident report and/or copy of an insurance claim that determines the aircraft to be a total loss.

“Destroyed” means aircraft that have been damaged by age, weather, neglect and/or external influences outside the owner’s control, and only unusable parts remain that, due to their condition can no longer be assembled to create any contrivable aircraft. This shall be evidenced by photographs and a physical inspection by the KPB Assessing staff appraiser if deemed necessary by the borough assessor.

“Dismantled” means aircraft that have been voluntarily disassembled and only parts remain that can no longer be assembled to create any contrivable aircraft. Evidence such as photographs and a physical inspection by the KPB Assessing staff appraiser shall be provided or allowed if deemed necessary by the borough assessor.

“Scheduled airline. A "scheduled airline" is any individual, partnership, corporation or association:

- (1) Engaged in air transportation under regular schedules to, over, away from, or within the U.S.; and
- (2) Holding a Foreign Air Carrier Permit or a Certificate of Public Convenience and Necessity, issued by the Department of Transportation pursuant to 14 CFR Parts 201 and 213.

- E. An aircraft owner may appeal the determination of the borough assessor under this section using the procedures set out in KPB 5.12.050 - .060.

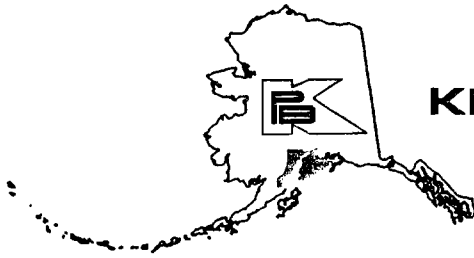
SECTION 3. That this ordinance be effective as of January 1, 2005.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907) 262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

TO: Pete Sprague, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Chris Moss, Assembly Member *cm*

DATE: November 6, 2003

SUBJECT: Ordinance 2003-45, amending KPB Chapter 5.12 to provide for flat taxation of aircraft

The existing property tax scheme for the borough provides that all personal property excepting watercraft and motor vehicles is subject to an ad valorem tax. The first \$100,000 in assessed value of personal property subject to an ad valorem tax is exempt from taxation. Watercraft and motor vehicles are both subject to a flat tax. This has no value-based exemption as the tax is not related to the value. Aircraft are similarly motor powered vehicles used for transportation, and it seems equitable to impose a flat tax upon aircraft rather than an ad valorem tax. Anchorage currently imposes a similar "registration tax" on aircraft situated in the Municipality of Anchorage.

If enacted, this ordinance would impose a flat tax on each aircraft in the borough of \$75 per aircraft engine on each aircraft. It applies to all aircraft that have been issued a Federal Aviation Administration N number. Aircraft owned by scheduled carriers are excluded from this ordinance as they are taxed on an ad valorem basis, but only for the percentage of time spent in the borough. Imposing a flat tax would potentially result in either double taxation or a complete loss of tax revenue as flat taxes are not, by their nature, generally apportioned between jurisdictions.

Attached is a table prepared by the assessor showing a reduction of approximately \$179,770 in tax revenues that would result from this change.

Introduced by: Mayor
Date: 04/06/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2004-032**

**A RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THIRD-PARTY
COST ESTIMATION SERVICES FOR THE CENTRAL PENINSULA GENERAL
HOSPITAL EXPANSION, REMODEL, AND RENOVATION**

- WHEREAS,** Bond Proposition #2 for \$49.9 million was approved per Ordinance 2003-19-33 for the hospital expansion project; and
- WHEREAS,** the Borough Purchasing & Contracting Officer has solicited and received proposals to provide third-party cost estimation services for this project; and
- WHEREAS,** the Evaluation Committee has selected Rider Hunt Levett & Bailey to provide these services; and
- WHEREAS,** funds are available in account 401.81111.04CHB.43011 to fund the cost estimating services; and
- WHEREAS,** the Central Kenai Peninsula Hospital Service Area Board approved CPGH, Inc. Resolution 2004-17 in support of hiring a cost estimator at its February 9, 2004 meeting;

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

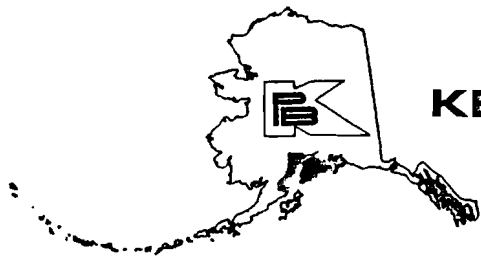
- SECTION 1.** That the Mayor is authorized to award a contract to Rider Hunt Levett & Bailey in the amount of \$44,500.00 for third party cost estimating services.
- SECTION 2.** That all expenditures for this project will be charged to account 401.81111.04CHB.43011.
- SECTION 3.** That the Mayor is authorized to execute all documents and make all agreements deemed necessary to complete this project in accordance with this Resolution and contract documents.
- SECTION 4.** That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF APRIL, 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

MEMORANDUM

DALE BAGLEY
MAYOR

TO: Pete Sprague, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Dale Bagley, Mayor *P.O.*
Mark Fowler, Purchasing & Contracting Officer

FROM: Bob Garlock, Major Capital Projects Manager *BG*

DATE: March 23, 2004

SUBJECT: Resolution 2004-*032*, Award of Third Party Cost Estimation Services for the Central Peninsula General Hospital Expansion, Remodel, and Renovation

The Purchasing and Contracting Office solicited and opened proposals for this project on March 18, 2004. The Request for Proposals were handled on informal bases and were mailed to a total of four cost estimating firms, two firms from in state and two firms from out of state. The intent of the RFP was to select the cost estimating firm with the most hospital experience.

Three responsive proposals were received on March 18, 2004. The Evaluation Committee members individually reviewed and scored the proposals based on criteria contained in the RFP. The results are summarized as follows:

<u>Company</u>	<u>Total Score</u>
HMS, Inc.	255
Matson Carlson & Associates	267
Rider Hunt Levett & Bailey	297

Rider Hunt Levett & Bailey Ltd. was the high scorer and was selected to provide third party cost estimating services for this project. CPGH, Inc. Board of Directors thru Resolution 2004-17 supports the securing of a third party cost estimating service for the expansion project, by the Kenai Peninsula Borough.

The attached Resolution requests award of contract for third party cost estimating services to Rider Hunt Levett & Bailey for the proposed fee of \$44,500.00.


Attachments: Resolution 2004-
CPGH, Inc. Resolution 2004-17
Central Kenai Peninsula Hospital Service Area Board Minutes, February 9, 2004

353

FINANCE DEPARTMENT	
FUNDS VERIFIED	
\$44,500.00	
ACT # 401.8111.04CHB.43011	
BY: <i>CBW</i>	DATE: 3/25/04

Introduced by:
Date:
Action by Board Executive Committee:
Ratification by Board of Directors:
Vote:

Vice President, Finance
2/05/04
Approved 2/5/04; requested ratification by the Board

 ,inc.

Central Peninsula General Hospital, Inc.
250 Hospital Place, Soldotna, AK 99669
(907) 714-4404

RESOLUTION 2004-17

**A RESOLUTION IN SUPPORT OF HIRING OF A MEDICAL EQUIPMENT PLANNER AND
A COST ESTIMATOR FOR THE EXPANSION PROJECT THROUGH THE KENAI PENINSULA BOROUGH**

WHEREAS, through ongoing development of the hospital expansion project, the Kenai Peninsula Borough Public Works staff has identified a need for the services of an Equipment Planner and a Cost Estimator to provide services directly related to the Expansion Design Development; and,

WHEREAS, the costs associated with securing the Equipment Planner would be approximately \$295,000 for the duration of the Expansion Project, and costs associated with securing a Cost Estimator would be approximately \$150,000 for the duration of the project; and,

WHEREAS, the Kenai Peninsula Borough would secure these services independently of Central Peninsula General Hospital for the duration of the Expansion Project and would be funded directly from the Expansion Project funds; and,

WHEREAS, CPGH, Inc. supports the decision to secure these services;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF CENTRAL PENINSULA GENERAL HOSPITAL, INC., A NOT-FOR-PROFIT ALASKA CORPORATION, THAT:

SECTION 1. The CPGH, Inc. Board of Directors supports the securing of an Equipment Planner for the Expansion Project by the Kenai Peninsula Borough, for an amount not to exceed \$295,000, for the duration of the project, to be funded from Expansion Project funds.

SECTION 2. The CPGH, Inc. Board of Directors supports the securing of a Cost Estimator for the Expansion Project, by the Kenai Peninsula Borough, for an amount not to exceed \$150,000, for the duration of the project, to be funded from Expansion Project funds.

SECTION 3. This resolution takes effect immediately upon its adoption.

I certify that the above resolution was approved by vote of the Executive Committee of the Board of Directors of Central Peninsula General Hospital, Inc. on 2/05/04 and is to be ratified by the full Board of Directors on 2/26/04.

DATED: 2/05/04


Thomas R. Boedeker, Secretary/Treasurer
CPGH, Inc. Board of Directors

**UNAPPROVED MINUTES
CENTRAL KENAI PENINSULA HOSPITAL
SERVICE AREA BOARD
REGULAR MEETING
Monday, February 9, 2004**

1. **CALL TO ORDER:**

Ellen Adlam called the Central Kenai Peninsula Hospital Service Area Board Regular meeting to order at 5:31 p.m. in the Iliamna Conference Room at Central Peninsula General Hospital.

2. **ROLL CALL:**

Board Members in Attendance

Ellen Adlam-Chairman
Kathy Phillips-Vice Chairman
Gene Dyson
Ken Mayer
Bill Thompson-
Peggy Toppenberg-Excused

Guests Present

Paul Brenner, CPGH	David Gilbreath, CPGH
Ed Burke, CPGH	Bonnie Nichols, CPGH
Ann Evans, CPHC	Stan Steadman, CPHC
Craig Chapman, KPB	Collette Thompson, KPB
Tom Boedecker, CPGH	Cathey Wallace, KPB

3. **AGENDA APPROVAL:**

Ellen Adlam called for additions or deletions to the agenda.

Kathy Phillips made a MOTION to approve the agenda. Ken Mayer second the MOTION. The MOTION was approved unanimously.

4. **APPROVAL OF MINUTES:**

A. January 12, 2004

Ellen Adlam called for additions, corrections or deletions to the January 12, 2004 minutes.

Kathy Phillips made a MOTION to approve the January 12, 2004 minutes. Ken Mayer second the MOTION. The MOTION was approved by unanimous consent.

5. **NEW BUSINESS/PRESENTATIONS:**

A. BOROUGH FINANCE-FY2005-Craig Chapman

Craig Chapman discussed the Fund Balance Guidelines. Budget is due March 5th, 2004. Long term Capital Plans can be done after FY2005 Budget. Recommends the board look at doing a 5 year estimate only.

B. ASPEN DENTAL CLINIC-Ann Evans and Stan Steadman

Ann Evans gave a report on the Aspen Dental Clinic. They are currently providing approximately 92% of their services to Uninsured patients and approximately 8% for Pediatric services. They are interested in the Health Status Assessment results. Stan Steadman discussed the Central Peninsula Health Services Opportunities Collaborative.

Ellen Adlam called for a recess of the meeting at 6:15 p.m.

Ellen Adlam resumed the meeting to order at 6:22 p.m.

C. RESOLUTION 2004-02: A RESOLUTION AUTHORIZING PURCHASE THREE (3) HILL-ROM AVANTA BEDS FOR THE MED/SURG UNIT

D. RESOLUTION 2004-03: A RESOLUTION AUTHORIZING PURCHASE OF TWO (2) BIRTHING BEDS FOR OBSTETRICS DEPARTMENT

E. RESOLUTION 2004-04: A RESOLUTION AUTHORIZING PURCHASE OF ONE ELECTRONIC STAND-ON-SCALE FOR MED/SURG

F. RESOLUTION 2004-05: A RESOLUTION AUTHORIZING PURCHASE OF TWO (2) BEDS FOR THE INTENSIVE CARE UNIT

G. RESOLUTION 2004-07: A RESOLUTION AUTHORIZING PURCHASE OF QUINTON STRESS TEST SYSTEM

H. RESOLUTION 2004-09: A RESOLUTION AUTHORIZING PURCHASE OF A VOCERA NURSE COMMUNICATION SYSTEM

I. RESOLUTION 2004-12: A RESOLUTION AUTHORIZING PURCHASE OF ONE GE MEDICAL 128 MATERNAL/FETAL MONITOR

Kathy Phillips made a RECOMMENDATION to approve RESOLUTION 2004-02. Ken Mayer made a friendly AMMENDMENT to the RECOMMENDATON to include RESOLUTION 2004-03, RESOLUTION 2004-04, RESOLUTION 2004-05, RESOLUTION 2004-07, RESOLUTION 2004-09, and RESOLUTION 2004-12.

Kathy Phillips accepted AMMEDMENT. Bill Thompson second the RECOMMENDATION. RECOMMENDATION was approved.

J. RESOLUTION 2004-13: CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA FUND REQUESTS PROPOSED CAPITAL EQUIPMENT BUDGET, FY 2005 PROPOSED WORKERS COMPENSATION COVERAGE, FY 2004.

- K. **RESOLUTION 2004-13: PROPOSED CAPITAL EQUIPMENT BUDGET FY2005
CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA FUND**
This is a revision of the original RESOLUTION 2004-13

- L. **RESOLUTION 2004-16: CENTRAL KENAI PENINSULA HOSPITAL SERVICE
AREA FUND REQUESTS UNRESERVED PORTION OF PRIOR YEARS
SERVICE AREA CAPITAL FUND FOR IMMEDIATE USE.**

Kathy Phillips made a MOTION to table RESOLUTION 2004-13 AND RESOLUTION 2004-16. Bill Thompson second the MOTION. Ellen Adlam call for discussion. Recommendation was made to discuss resolutions during the February 22, 2004 Budget work session. Ken Mayer made a MOTION to amend the MOTION to review RESOLUTION 2004-13 and RESOLUTION 2004-16 at the work session. Kathy Phillips second the MOTION. Roll call vote was taken. Unanimous approval

- M. **RESOLUTION 2004-17: A RESOLUTION IN SUPPORT OF HIRING OF
MEDICAL EQUIPMENT PLANNER AND A COST ESTIMATOR FOR THE
EXPANSION PROJECT THROUGH THE KENAI PENINSULA BOROUGH.**

Kathy Phillips made a RECOMMENDATION for the approval of RESOLUTION 2004-17. Ken Mayer second the RECOMMENDATION. Ellen Adlam called for discussion. Roll call vote taken. Recommendation passed unanimously.

6. **General Business:**

- A. CPGH, Inc. - Monthly Financial-November 30, 2003
CPGH, Inc. - Monthly Financial December 31, 2003

Ed Burke reviewed the Financial Statements with the Service Area Board.

- B. Board Approval of CKPHSAB Payables

Kathy Phillips made a MOTION to approve the payables. Peggy Toppenberg second the MOTION. The MOTION was approved unanimously.

C. **Committee Reports:**

1. **Strategic Planning – Kathy Phillips:**

Kathy Phillips attended a meeting on 1/13/04. David Gilbreath gave a report on the Expansion project.

2. **Auxiliary Planning-Kathy Phillips:**

Kathy Phillips reports that the Auxiliary Gift Shop is a great success. The Auxiliary is expanding some of their services.

3. **Capital Planning – Ellen Adlam:**
Moving forward.
4. **Healthy Communities – Gene Dyson:**
Nothing new to comment on at this time.
5. **Cottonwood Health Center – Ellen Adlam:**
No comments at this time.
6. **Serenity House-Matt Dammeyer**
Matt Dammeyer gave the financial report for Serenity House.

7. **Unfinished Business:**

A. **Discussion of the PHRG, Inc./Health Status Survey**

There will be a teleconference between the Service Area Board and PHRG, Inc. on February 21, 2004 at 9:00 a.m.

B. **FY2005 Budget**

There will be a Special Budget work session to be held February 22, 2004 at Alaska Legends at 9:00 a.m.

C. **BOARD TRAINING- Foraker Group**

Board Training will take place February 20th & 21st with the Foraker Group. Training will be held at Alaska Legends.

D. **BOARD VACANCY**

The Board Vacancy will be advertised in the Peninsula Clarion from February 11th through February 18th, 2004.

8. **PUBLIC COMMENTS:**

None

9. **BOARD COMMENTS/ANTICIPATED ABSENCES:**

None

10. **ADJOURNMENT:**

Kathy Phillips made a MOTION to adjourn. Ken Mayer second the MOTION. Motion passed unanimously. There being no further business to bring before the Board, Ellen Adlam adjourned the meeting at 8:28 p.m.

NEXT MEETING: March 8, 2004

Introduced by: Mayor
Date: 04/06/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2004-033**

A RESOLUTION AWARDING A CONTRACT FOR EXTERNAL AUDIT SERVICES

WHEREAS, a request for proposal for audit services (RFP) was issued by the Kenai Peninsula Borough on January 19, 2004; and

WHEREAS, two proposals were received; and

WHEREAS, both proposals were independently evaluated by a seven-member committee consisting of five administrative personnel and two assembly representatives; and

WHEREAS, the proposal submitted by Mikunda, Cottrell & Company received the highest total score by the evaluating committee; and

WHEREAS, funds are available in accounts 100.11110.00000.43012, 241.94910.00000.43012, 600.81110.00000.43012, and 601.81210.00000.43012;

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

SECTION 1. That the assembly selects Mikunda, Cottrell & Company as its external auditor.

SECTION 2. The mayor is authorized to award a contract for external audit services with Mikunda, Cottrell & Co. in an amount not to exceed \$292,500 for a three-year base period beginning with fiscal year 2004 and including an option to extend for two years.

SECTION 3. That all expenditures for these services will be charged to accounts 100.11110.00000.43012, 241.94910.00000.43012, 600.81110.00000.43012, and 601.81210.00000.43012.

SECTION 4. That the mayor is authorized to execute all documents and make all agreements deemed necessary in accordance with this resolution and contract documents.

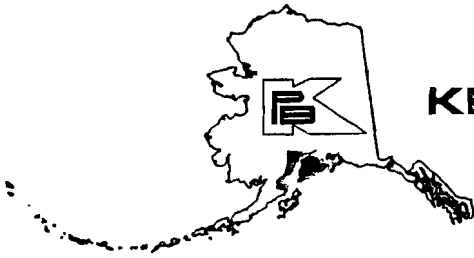
SECTION 5. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF APRIL 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

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

THRU: Dale Bagley, Borough Mayor *D.B.*
Mark Fowler, Purchasing & Contracting Officer *MF*
SH Scott Holt, Finance Director

FROM: Craig Chapman, Controller *Craig*

DATE: March 25, 2004

SUBJECT: Resolution 2004-233, Authorizing Award of Contract for External Audit Services

On January 19, 2004, the Kenai Peninsula Borough solicited proposals for External Audit Services. The Request for Proposals was advertised in the Peninsula Clarion and the Anchorage Daily News, and two proposals were received on the due date of February 20, 2004.

A team of administrative personnel representing the four audit areas (Borough, School District, SPH, and CPGH), as well as two assembly representatives, evaluated the proposals. Both firms submitting proposals were deemed to meet the minimum qualifications to do the work requested in the RFP. The final ranking is as follows:

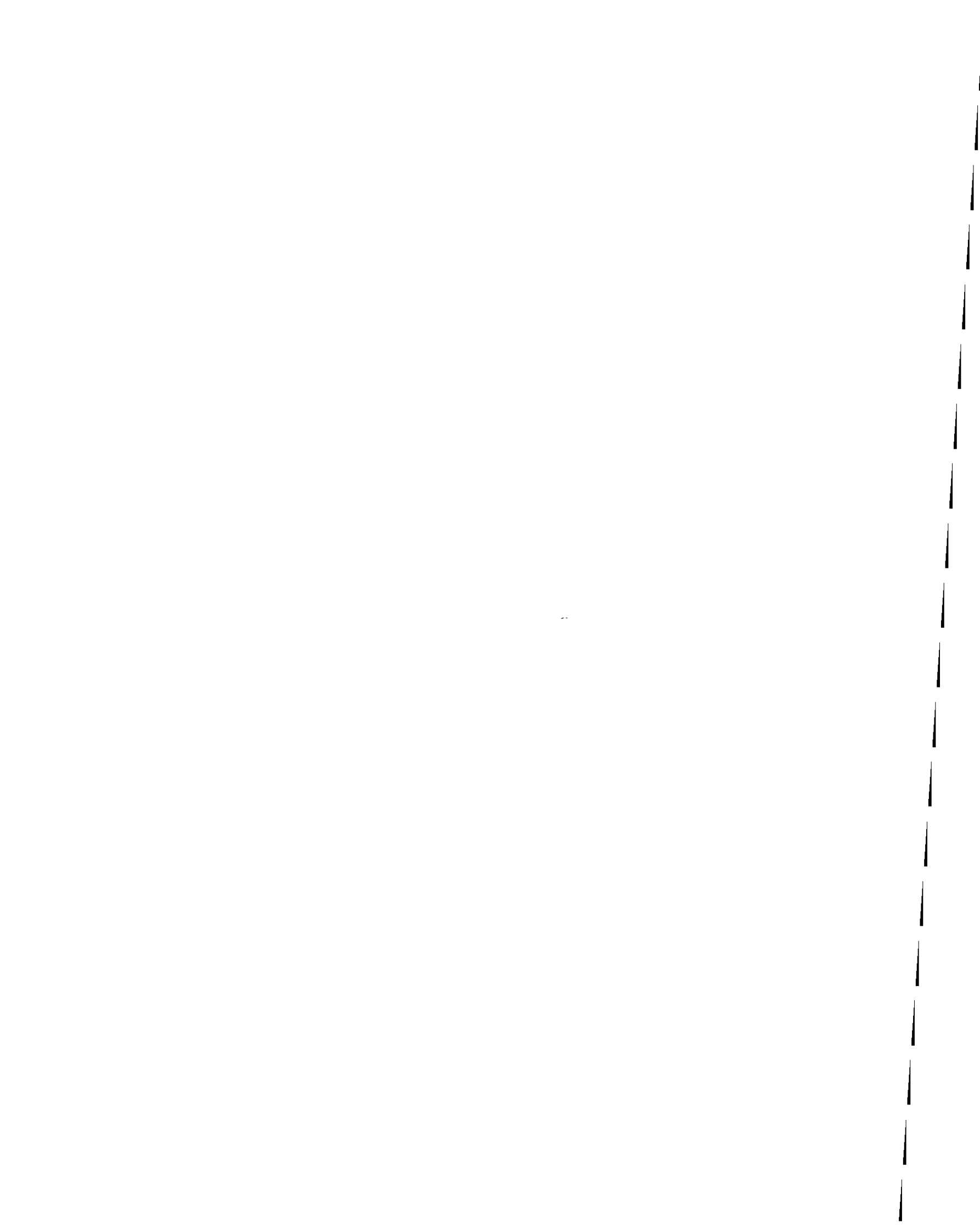
<u>FIRMS</u>	<u>TOTAL SCORE</u>
Mikunda, Cottrell & Company	611
KPMG, LLP	584

As specified in the Request for Proposals, the qualified firm with the highest-ranking proposal will be recommended for selection. Therefore, the attached resolution is to authorize the Mayor to award the three-year contract to Mikunda, Cottrell & Company, for a not-to-exceed cost of \$292,500, and with the option to extend for two additional years.

Funding is available in Account No. 100.11110.00000.43012
241.94910.00000.43012
600.81110.00000.43012
601.81210.00000.43012

1042

FINANCE DEPARTMENT FUNDS VERIFIED	
697,500	
100.11110.43012 241.94910.43012	
ACT # 600.81110.43012 601.81210.43012	
BY: <i>CBW</i>	DATE: <i>3/25/04</i>



Introduced by: Mayor
Date: 04/06/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2004-035**

A RESOLUTION APPROVING A NEW COLLECTIVE BARGAINING AGREEMENT

WHEREAS, KP.B 3.04.280 provides for the adoption of collective bargaining agreements by resolution; and

WHEREAS, the Borough Assembly, by Resolution 2001-025, ratified a collective bargaining agreement between the borough and the Kenai Borough Employees Association which will expire on June 30, 2004; and

WHEREAS, an agreement has been reached between the borough administration and the Kenai Borough Employees Association regarding wages, benefits and other terms and conditions of employment beginning July 1, 2004; and

WHEREAS, the Collective Bargaining Agreement has been approved by the membership of the Kenai Borough Employees Association, and the borough administration recommends that the assembly ratify the agreement;

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

SECTION 1. That the attached Collective Bargaining Agreement between the borough and the Kenai Borough Employees Association effective July 1, 2004 is approved and incorporated by reference.

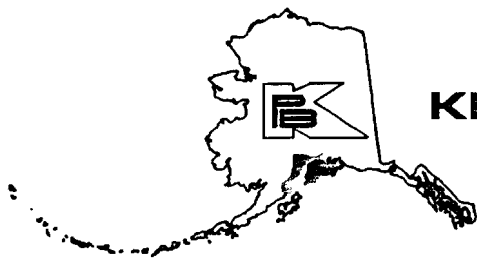
SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF APRIL 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

TO: Pete Sprague, Assembly President
Assembly Members, Kenai Peninsula Borough

THRU: Mayor Dale Bagley *D.B.*

FROM: Richard Campbell, General Services Director *[Signature]*

DATE: March 25, 2004

SUBJECT: Resolution: 2004-035 A RESOLUTION APPROVING A NEW COLLECTIVE BARGAINING AGREEMENT

The administration and the Kenai Borough Employees Association (KBEA) have negotiated a new collective bargaining agreement for July 1, 2004 through June 30, 2007. A list of substantive changes, as well as the agreement itself, is attached. The 3% (Anchorage's CPI for 2003 went up 3.1%) general wage increase proposed for July 2004 will result in an increase of approximately \$260,000 to the budget. Health plan changes will result in a savings, but cannot be predicted since those are based wholly on usage.

Please note that the agreement is before the assembly for a "yes" or "no" vote for the whole document without amendment.

This resolution is being submitted under the assumption that the KBEA membership will ratify the agreement prior to the April 6 Assembly meeting.

KBEA CONTRACT 2004 - 2007
CHANGE HIGHLIGHTS FROM THE 2001 - 2004 CONTRACT

Changes to the contract are annotated so that you may more easily identify them. Words, sentences or paragraphs which are underlined, denote new language in the proposed ('04-'07) contract. Words, sentences or paragraphs which are ~~lined out~~, denote language which has been deleted from the previous ('01 - '04) contract.

ARTICLE 1
RECOGNITION (and APPENDIX A)

Changes clarify the current titles of employees previously listed in Appendix A and not in the bargaining unit. The positions of: Workers Compensation Manager; Environmental Compliance Manager; Oil & Gas Liaison; and Kenai River Center Manager, have been added to the Appendix A list.

ARTICLE 2
DEFINITION OF TERMS

The terms "Flex Position", "Layoff" have been define and added to the definitions section. The definition of "Travel Status" was expanded to include a recuperation period before and after each travel when that travel is over weekends or after normal working hours.

ARTICLE 3
TEMPORARY EMPLOYEES

Housekeeping changes delete the word "temporary" left over from the last contract changes. The change adds substitutes for employees who are "acting in a higher capacity" to the list of those who can not become "fee payers" by remaining employed for more than 1040 hours.

ARTICLE 4
NONDISCRIMINATION

No changes.

ARTICLE 5
ASSOCIATION ACTIVITIES

No changes.

ARTICLE 6
MANAGEMENT RIGHTS

No changes.

ARTICLE 7
SECURITY OF THE PARTIES

The proposed contract defines who the "officers" of the KBEA are, and clarifies when the KBEA leave bank is used.

ARTICLE 8
STRIKE/LOCKOUT

No changes.

ARTICLE 9
PROTECTION OF RIGHTS

No changes.

ARTICLE 10
LEGAL ASSISTANCE

No changes.

ARTICLE 11
NEPOTISM

No changes.

ARTICLE 12
HOURS OF WORK

Part time employees will have two (2) consecutive days off when practicable. Language has been deleted from this article which refers to COLA payments as there are no COLA payments in this contract.

ARTICLE 13
EMPLOYEE RECORDS

No changes.

ARTICLE 14
PROBATION PERIOD

Clarified that employees who have completed an initial probationary period, may only be discharged for cause during the "probation" period of the promotion.

ARTICLE 15
ANNIVERSARY DATE

No changes.

ARTICLE 16
PERFORMANCE EVALUATIONS

A completely rewritten article. In essence, the changes state that evaluations are only required for those employees in their initial probationary period (middle and ending) and at the first anniversary date. After that, evaluations will not be required. If a supervisor believes that an employee's performance is satisfactory, he/she need not complete an evaluation. If however, an employee's performance is not satisfactory, the supervisor must write an evaluation denoting this. A plan for improvement will also be prepared which sets out what the employee is doing wrong, and what the employee must do to correct performance issues. If no evaluation is received by an employee by his/her anniversary date (or receives an evaluation which reports their performance is satisfactory or better), he/she will receive merit step increases as set out in Article 23 as appropriate.

ARTICLE 17
MERIT PRINCIPLES

No changes.

ARTICLE 18
PROMOTION, TRANSFER, DEMOTION

The new language clarifies that when "flex positions" move from one range to another after the higher range is earned, are not promotions. Finally, new probationary periods are required if an employee transfers to another position.

ARTICLE 19
SENIORITY

No changes.

ARTICLE 20
LAYOFF AND RETURN RIGHT

No changes.

ARTICLE 21
RESIGNATION/TERMINATION

The loss of a required license will eliminate the requirement from the Borough to provide two weeks notice prior to discharge.

ARTICLE 22
JOB DESCRIPTIONS

No employee will be required to undergo a probationary period solely because their position has been reclassified.

ARTICLE 23
JOB CLASSIFICATIONS AND PAY PLAN

Money: the wage schedule will be increased every year of the contract. The total increase will be as much as 9%. On July 1, 2004 the current wage schedule will be increased by 3%. On July 1, 2005, the 2004 schedule will be increase by the CPI for Anchorage, but won't be less than 1% or more than 3%. The first .5% of the increase will be kept by the Borough to help pay for healthcare. The pay schedule will then be increased by the remaining portion. On July 1, 2006, the wage schedule will also increase by the CPI for Anchorage, but won't be less than 1% or more than 3%. The first .3% of the increase will be kept by the Borough to help pay for healthcare. The pay schedule will then be increased by the remaining portion.

In other wage issues, housekeeping deletion removed the section which refers to employees beyond step 10 as there are no longer employees to which this applies. 56 hour Acting Engineers minimum consecutive hours for acting pay has been reduced.

EMT III/ACLS and Dive Pay will now result in a 2.6% change in the rate of pay. A new category of 56 hour employee entitled to additional pay are "Fire Investigator".

Maintenance and Assessing employees who fly in small airplanes or helicopters will receive an additional payment as hazardous duty pay for flight time.

ARTICLE 24
PAY PRACTICES

No changes.

ARTICLE 25
DISCIPLINE

No changes.

ARTICLE 26
GRIEVANCE/ARBITRATION PROCEDURE

No changes.

ARTICLE 27
TRAINING

The career development grant is increased from \$5,000 to \$7,500.

ARTICLE 28
SAFETY, TRAINING, EQUIPMENT

The provision for Nomex flight suits will be deleted for CES employees.

ARTICLE 29
OVERTIME, STANDBY, CALL-BACK, SHIFT ASSIGNMENTS

The provisions of the 2003 Fair Labor Standards Act will apply to the terms of this contract, not the new law signed into law by President Bush this January. The standby rate for 56 hour employees has been increased to 3.5 hours. The meal allowance for employees called back to work have been increased. Finally, shift differential has been

added to the contract for employees working in 911, MIS and custodial positions whose scheduled start time is after noon.

ARTICLE 30 LEAVE AND HOLIDAYS

Injury leave (Worker's Comp) will no longer be paid leave by the Borough, nor may sick or annual leave be used while an employee is on Worker's Comp. Employees who are absent under the provisions of the Family Medical Leave Act (FMLA) may now choose to leave up to 40 hours of sick leave "on the books" to be used upon return to work. The requirements for granting Paternity and Adoptive leave have been changed to be the same as for Maternity leave. Brother-In-Law and Sister-In-Law have been added to the definition of "immediate family" under Bereavement leave.

ARTICLE 31 INSURANCE, RETIREMENT

The healthcare benefits and contract provisions have been completely rewritten.

Benefit changes are as follows.

- +Deductible levels for medical services will increase to \$200 per person/\$600 per family per year.
- +The Employee out of pocket limit (after the deductible has been met) will increase from \$500 to \$1,000 per person, and from \$1,500 to \$3,000 per family.
- + For employees with dual healthcare coverage through the Kenai Peninsula Borough/School District, the individual and/or family deductibles must be satisfied before benefit payment will be made.
- + The exclusions for employees whose spouses have opted for cost shifting health care plans from the spouse's employer has been continued.

The deductible for dental coverage has been increased from \$50 to \$100 per person (\$150 to \$300 per family).

Chiropractic and/or Rolfing care will be limited to 10 visits per calendar year per individual.

Gastric Bypass procedures will be subject to preapproval and conditioned on prerequisites set out in the plan document.

All visits to an Emergency Room will be subject to a \$75 co-pay for each visit (per family) in addition to any other deductible or co-pay.

The wellness benefits of the previous contract have been rolled into the contract as part of the regular benefits (paid at the 80/20 ratio as for all other covered benefits). This includes Pap Smears and Mammography. Colon and Prostate Exams as medically necessary prior to age 40, every two years from age 40 to age 50 and annually after age 50. In addition, monthly Well Baby Examinations for new born babies up to 24 months of age will be covered.

Cost of healthcare:

The cost of healthcare will be paid exclusively by the Borough for the first year of the contract. Commencing with the second year, employees may be required to pay for healthcare based on the average of the last three years actual costs (not counting large claims). If the cost of healthcare for a calendar year exceeds the average of healthcare costs for the last three calendar years by more than 5%, the employees will share the costs above the 5% increase 50/50 with the

Borough. In this event, the 50% portion to be paid by employees will be collected by payroll deduction starting the next July 1st (for a one year period).

ARTICLE 32
PHYSICALS

No changes.

ARTICLE 33
REIMBURSABLE EXPENSES

The mileage rate for use of personal vehicles will be increased to the federal rate of \$0.375 per hour for those employees who receive a car allowance (\$0.495 for those who do not). The round trip mileage flat rates to Anchorage/MatSu will be increased, as has the car allowance amount. Provisions have been added to allow the Borough to purchase vehicles and provide them to employees in lieu of employees having to use their own vehicles. Finally, meal allowances have been increased and rules for out of state travel rewritten.

ARTICLE 34
ARTICLE OUTSIDE EMPLOYMENT

No changes.

ARTICLE 35
SAVINGS

No changes.

ARTICLE 36
PRINTING OF THE AGREEMENT

No changes.

ARTICLE 37
CONCLUSION OF COLLECTIVE BARGAINING

No changes.

ARTICLE 38
SUPERSEDING EFFECT OF THIS AGREEMENT

No changes.

ARTICLE 39
DURATION OF THIS AGREEMENT

This contract is for 3 years and will expire on June 30, 2007. The next negotiations will have to begin in January 2007. This is so any changes in a future agreement can be incorporated into department budgets as soon as possible for the following year.

ARTICLE 40
EXECUTION

No change in substance, reflects the current negotiators.

Collective Bargaining Agreement
between the
KENAI PENINSULA BOROUGH
And the
KENAI BOROUGH EMPLOYEES ASSOCIATION

Effective
July 1, 2004 through June 30, 2007

ARTICLE 1
RECOGNITION

The KENAI PENINSULA BOROUGH, hereinafter referred to as the Employer, recognizes the KENAI BOROUGH EMPLOYEES ASSOCIATION, hereinafter referred to as the Association, as the exclusive representative of all Borough Employees, except those delineated in Appendix A of this Agreement and Hospital Service Area employees, for the purpose of collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment. The Employer shall not negotiate, confer, or handle grievances with any Employee organization other than the Association or its designee on matters concerning unit members of the Kenai Borough Employees Association.

Section 1.

The Employer and the Association now enter into an Agreement reached through collective bargaining which will have the following purposes:

- a. To recognize the legitimate, reasonable interests of the Association; to participate through collective bargaining in the determination of the terms and conditions of Employees' employment with the Employer.
- b. To promote fair, reasonable, and safe working conditions.
- c. To promote individual efficiency in service to the citizens of the Kenai Peninsula Borough.
- d. To avoid any interference with efficient operation of the Kenai Peninsula Borough.
- e. To provide a basis for the adjustment of any matter of mutual interest by means of amicable discussion.
- f. To contribute to the continuation of good Employee relations and to be in all respects in the best public interest.

Section 2.

- a. The job positions listed in Appendix A of this Agreement shall not be a part of the bargaining unit covered by this Agreement. After the effective date of this Agreement, the parties will meet from time to time to discuss changes to Appendix A.
- b. The Employer and the Association shall jointly determine whether regular positions are to be included in the bargaining unit, subject to the criteria in Subsection d. below.
- c. In the event the Association and the Employer are unable to agree that a position is to be included within or excluded from the bargaining unit, the determination shall be made by the Borough Assembly. The Employer agrees that, upon request of the Association, the Mayor will submit a resolution to the Assembly for determination with an explanation that an agreement on the determination could not be reached. The decision of the Borough Assembly is final and not subject to the grievance procedure.
- d. Positions filling the following criteria are to be included in Appendix A:

1. Department head positions.
2. Positions in the Borough Clerk's Office (excluding Records Management).
3. Division head positions in the Mayor's department including Assistant to the Mayor.
4. Attorneys employed by the Borough.
5. Confidential positions in the Mayor's Office, Human Resource Office, and Legal Office.
6. Positions having direct responsibility for one or more major borough programs or functional areas.
7. Supervisory positions where the primary duty is to supervise other employees. A supervisory position is one having authority in the interest of the Employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ARTICLE 2
DEFINITION OF TERMS

Section 1. Tense, Number, and Gender.

- a. Words in the present tense include the past and the future tense, and words in the future tense include the present tense.
- b. Words in the singular number include the plural, and words in the plural number include the singular.
- c. Words of any gender include masculine, feminine, and the neuter; and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2. Definitions.

In this Agreement, unless otherwise provided or the context otherwise requires;

- a. "Association" means the Kenai Borough Employees Association or its designee.
- b. "Bargaining Unit" means members of the Kenai Borough Employees Association.
- c. "Classified" means in the bargaining unit.
- d. "Call back" is defined as required to return to work.
- e. "Employee" means a person in the employ of the Employer who is a member of the bargaining unit.

- f. "Employee Representative" means any Employee designated as such by the Association.
- g. "Employer" means the Kenai Peninsula Borough.
- h. "Flexible Position" means an individual position which has multiple pay rages assigned to it for possible payment to the incumbent employee. Normally an employee will be hired into the position at the lower level and will ascend to the higher pay range after some specified period of time or experience.
- ih. "Full time" means at least 40 hours per week (56 hours/week average hours per week for paramedics, firefighters, engineers, and captains).
- ji. "Job Description" is a written statement of duties and responsibilities which are characteristic of a position and includes the education, experience, knowledge, and ability required to perform the work of the position. Examples of these duties shall be specifically enumerated.
- kj. "Just Cause" means, but is not limited to, incompetence, unsatisfactory performance of duties, abandonment of duties, drunkenness, dishonesty, and gross disobedience.
- l. "Layoff" means either the deletion of a position, the loss of full time status, or management's decision to vacate a position.
- ~~k.m.~~ "On-call Employees and Volunteer Employees" are those persons who do not work regularly scheduled shifts, and who respond only to emergency calls or are available for stand-by status or who work on a fill-in basis. Such employees are not regular employees or bargaining unit members.
- nl. "Part-time" means less than 40 hours per week.
- om. "Personnel Files" means all those documents, reports, written or otherwise recorded evaluations of the Employee's performance while performing duties on behalf of the Employer and any other material pertaining to the Employee's employment that is kept in those files.
- pn. "Personnel Manager" means the head human resources official for the Borough.
- qe. "Regular Position" shall mean all positions authorized by the Assembly as a classified position.
- rp. "Regular Status" shall refer to those Employees who have satisfactorily completed the initial probationary period.
- sq. "Travel Status" Employees shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the Employee leaves and returns to their immediate work station if travel begins or ends during assigned working hours, or when the Employee leaves or returns to their home, if travel begins or ends outside assigned working hours. Compensable hours while on travel status shall be in accordance with the Fair Labor Standards Act. If an employee elects a slower mode of travel than that available and offered by the Employer, the additional travel time is not compensable. Employees required to travel after hours and on weekends shall have travel scheduled such that there is reasonable time for rest/recuperation prior to training and work upon return..

ARTICLE 3
TEMPORARY EMPLOYEES

Section 1.

The parties recognize that the Employer will occasionally need to hire temporary employees. Temporary employees may not be hired for a regular position except as specified in Section 2 of this Article. Temporary employees are not members of the bargaining unit and are not entitled to rights and benefits under this Agreement except as otherwise provided for in this Agreement.

Section 2.

- a. A temporary 56 hour employee shall be assessed a service fee as defined in Article 7, Section 2.c after he/she has worked in a position in excess of 1456 hours in any consecutive 12 month period.
- b. A temporary 40 hour employee shall be assessed a service fee as defined in Article 7, Section 2.c after he/she has worked in a position in excess of 1040 hours in any consecutive 12 month period.
- c. Upon becoming ~~Temporary~~ Service Fee Payers due to a. or b. above, Employees shall receive holiday pay, vacation and sick leave, health insurance, and the minimum hourly rate of the range commensurate with their duties.
- d. ~~Temporary~~ Service Fee Payers are not covered by any provision of this Agreement unless specifically noted, and are not members of the bargaining unit.
- e. The following temporary appointments may remain in temporary status and shall not be subject to the provisions of a. and b. above. These employees shall be so informed in writing at the time they are hired.
 1. Substitute: A temporary appointment to a position which is temporarily vacated by a regular employee on leave ~~or~~ temporary light duty or acting in a higher capacity. Appointment shall be limited to the duration of the ~~incumbent's leave~~ temporary vacancy.
 2. Project: A temporary appointment to complete specific work, which is anticipated to be completed within seven (7) months, and which is not a regular and continuing function of any regular employee. Appointment shall be limited to the duration of the project unless by mutual agreement between the Borough and the Association.
 3. Kenai Borough School District high school students working in ~~the~~ M.I.S. as a part of school arranged work study programs.
- f. No temporary emergency service employee shall be utilized to replace regular employees who are absent for any reason unless they are qualified to perform the duties which the service area is empowered to provide. Such employees shall be paid at the Step 1 of the range commensurate with their qualifications.

Section 3.

If the Employer employs (a) Temporary employee(s), except at the North Peninsula Recreation Service Area Pool, to perform the same duties for 18 or more consecutive months, it shall submit a request to the Assembly to approve the creation of a new regular position to perform those duties. The intention of this section is to avoid the use of Temporary employees, either by the use of a single employee or several different employees, to perform the same duties for the Employer for more than eighteen (18) months.

ARTICLE 4
NONDISCRIMINATION

Section 1.

The Employer agrees to comply with all state and federal laws, rules or regulations prohibiting discrimination against any person with regard to employment because of race, religion, color, national origin, age, sex, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or disability. The Employer further agrees that this nondiscrimination provision relates to solicitation for employment, rates of pay, selection for training, promotion, layoff, and termination.

Section 2.

The Association agrees to admit and represent all Employees without regard to race, religion, color, national origin, age, sex, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or physical/mental handicap.

ARTICLE 5
ASSOCIATION ACTIVITIES

The Employer will not in any manner, directly or indirectly, attempt to interfere with matters between any of its Employees and the Association; it will not in any manner restrain or attempt to restrain any Employee from belonging to the Association or from taking an active part in the Association; the Employer will not discriminate against any Employees because of their Association membership or Association activities.

ARTICLE 6
MANAGEMENT RIGHTS

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the Borough and to direct its work force. Such functions of the Employer include, but are not limited to:

- a. recruit, examine, select, promote, transfer and train Employees of its choosing, and to determine the times and methods of such actions;
- b. assign and direct the work; develop and modify job descriptions as well as assign the salary range for each classification, and allocate positions to those ranges; determine the methods, materials and tools to accomplish the work; designate duty stations and assign Employees to those duty stations;

- c. reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote or dismiss Employees for just cause;
- d. establish reasonable work rules; assign hours of work and assign Employees to shifts of its designation.
- e. the right to contract out work performed by bargaining unit members if the Employer determines that a cost savings or increased efficiency will be achieved. When the contracting out of work is being considered, the Employer shall withhold taking such action to provide the Association 14 calendar days from the date of notification of intent to contract out for presentation of alternate methods of performing the work or effectuating the cost savings before the decision is made by the Employer. The Employer will provide all available cost comparisons to the Association. The cost of termination notice periods or pay shall not be included in the cost of contracting out.

Notwithstanding the provisions of Article 21 employees displaced by contracting out will be given bumping rights by seniority across departmental lines for any position for which they are qualified. Bumping rights apply only to positions at the same or lower pay ranges. Qualifications will be based upon the existing job descriptions at the time of layoff. Article 18 Section 3 will apply to employees accepting a lower range position.

Employees displaced as a result of contracting out who have completed their probationary period will receive three times the normal termination pay or notice due.

All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by the Association as retained by the Employer.

Management agrees that the management rights article shall not be used as a guise to unfairly discriminate against any employee, group of employees, or the Association.

ARTICLE 7 SECURITY OF THE PARTIES

Section 1. Membership Requirements

- a. Any employee who is filling a regular full or part time paid position not on Appendix A will be required as a condition of employment to join the Association or pay an Agency Fee equal to the membership dues for the purpose of administering this contract.
- b. Upon hire of a new Employee, the Employer shall advise the Employee of the terms and conditions of Section 1 of this Article and the Employer shall provide the new Employee with an Association membership form.
- c. The Employer shall provide each Employee with a copy of the signed Agreement and chapter bylaws. It shall be the Association's responsibility to provide the Employer with sufficient copies of the current, ratified bylaws.

Section 2. Dues and Fees.

- a. **Membership Dues.**
Membership dues and fees for Bargaining Unit Members shall be in accordance with the bylaws of the Association.
- b. **Agency Fees.**
Employees in the classified service choosing not to become members of the bargaining unit shall be assessed an Agency Fee equal to membership dues.
- c. **Service Fees.**
Temporary employees becoming Service Fee Payers in accordance with Article 3, Section 2(a) and (b) shall be assessed a service fee equal to membership dues.
- d. **Religious Objectors.**
Employees who have a bona fide religious belief forbidding affiliation with a labor association will not be required to pay any dues or Agency Fees or Service Fees to the Association. To ascertain the bona fide religious objections, the Employee must submit adequate written proof to the Personnel Manager and the Association secretary.

The Association may request a hearing before the Personnel Manager to ascertain the genuineness of the beliefs.

Employees who are found to have bona fide beliefs must contribute a monthly sum equivalent to membership dues to a charitable organization approved by the Personnel Manager and must submit proof of contributions to the Personnel Manager and the Association secretary.

Section 3. Payroll Deductions.

- a. Deductions for Membership Dues, Agency Fees or Service Fees will be made beginning with the first pay period following initial employment.
- b. The Employer shall promptly pay to the Association those authorized dues, fees, and/or assessments deducted from the Employee's wages.
- c. Employees who choose to change their status from a member to an Agency Fee Payer may do so after giving thirty (30) days written notice to the Association and the Personnel Manager. However, Agency Fee Payers may become members of the bargaining unit immediately upon written notice to the Association and the Personnel Manager.
- d. Any Employee who has been employed for more than thirty (30) days and who is not in compliance with the provisions of this Article shall, upon the request of the Association, be terminated by the Employer.

Section 4. Representatives.

- a. The Association may have one Employee Representative for every department or service area who shall be authorized to handle complaints and grievances. The representative must be an Employee of the department or service area which he/she represents. The Association shall provide to the Employer a list of all authorized Employee Representatives.

The Association shall be empowered to change (or substitute) the members of this list at any time upon written notification to the Employer. The Employee Representative may make reasonable visits within the work area he/she represents.

The Association may have representatives who are not Employees of the Employer who shall be authorized to speak for the Association in all matters governed by this Agreement and shall be permitted to visit any work area at any time upon approval of the Employer. Such approval will not be unreasonably denied. The Association shall provide to the Employer a list of all such authorized representatives.

- b. During working hours, the Employee Representatives shall be allowed to handle complaints and grievances or other Association duties under this Agreement with the proper Employer Representative. Employee Representatives shall suffer no loss in compensation for time spent in the pursuit of their Employee Representative duties. Employee Representatives shall be granted reasonable time not to exceed four (4) hours per week for the purposes provided in this section.
- c. Upon the concurrence of the department head and when the normal flow of work will not be seriously disrupted, the Employee Representative will be allowed to confer periodically and for a reasonable length of time with Employer Representatives to work out solutions to problems on matters not deemed critical but which, because of convenience to both management and labor, can be moved toward resolution.

Section 5. Association Leave.

Employees granted Association leave shall be paid for their leave time, shall not have any leave account debited, and shall not be required to make up the time. Association leave shall be granted in the following situations:

- a. Three (3) Employee members of the KBEA negotiating committee shall receive Association leave for all time necessary for the conduct of contract negotiations, including reasonable time for negotiating committee meetings outside of the negotiations themselves.
- b. Association leave shall be granted for all reasonable time necessary to process grievances, including arbitrations, for grievants, Employee Representatives and elected Association officers who may be involved, and witnesses.
- c. Employee Representatives shall be granted up to sixteen (16) hours per calendar year of Association leave to attend Association sponsored training.
- d. Elected Association officers (President, Vice President, Secretary & Treasurer) shall be granted a reasonable amount of Association leave for the purpose of conducting Association business. Such time shall not normally exceed four hours per week.

Association leave will not be unreasonably denied. Requests for Association leave will normally be made through the Association President or his/her designee and will be made in as timely a fashion as possible.

Section 6. KBEA Business Leave Bank.

- a. There is hereby created an KBEA Business Leave Bank (Bank) which shall be administered by the Association with records kept by the Employer. The Bank shall be used for Association member absences (not covered by Association leave above) as set out in this section. The Bank shall be established by an automatic transfer each October 1 of annual leave from each Employee in an amount specified by the Association. If an Employee does not have the specified hours of annual leave as of October 1, hours shall be transferred when the Employee has accrued them. The Bank will be used as approved by the Association President to allow Association officials to attend KBEA business meetings, business meetings or training sponsored by of the Alaska Public Employees Association or the American Federation of Teachers, and to allow negotiating committee members to prepare for negotiations.
- b. The President of the Association may cancel the automatic leave deduction for any year in which sufficient cash is available for purposes of the Bank.
- c. The Employer agrees that every reasonable effort will be made to release Association Representatives to attend APEA meetings. However, the parties recognize that situations may arise that prevent representatives from being present.

Section 7. Meeting Space.

Where there is appropriate available meeting space in the Borough office, maintenance or service area buildings owned or leased by the Employer, this space may be used for meetings by the Association at no cost to the Association with reasonable notice to the Employer. Approval shall not be unreasonably denied.

Section 8. Intra-Borough Mail.

The Association shall have the privilege of using the Intra Borough mail system or any method of Intra-Borough communications used by the Employer. Any costs incurred for postage, envelopes, duplicating, or use of any other goods or materials of the Employer shall be borne by the Association.

Section 9. Bulletin Boards.

The Association shall have the right to use bulletin board space in each department for the purpose of posting Association information.

Section 10. Office Equipment.

The Association shall have the right to use Borough office equipment provided that the Employer is notified, and approves of the use and conditions specified.

ARTICLE 8 STRIKE/LOCKOUT

Section 1.

The Association agrees that it will not authorize, instigate, aid, or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer during the life of this Agreement.

Section 2.

The Employer agrees that there will be no lockout of Employees during the life of this Agreement.

ARTICLE 9
PROTECTION OF RIGHTS

Section 1.

An Employee shall not be required in the performance of his/her duties to violate any federal, state, or local law. Each Employee is required to act with due care and regard for his/her own safety and that of his/her fellow Employees and the person and property of any and all other persons.

Section 2.

Except in cases of proven deliberate or grossly negligent acts, Employees shall not be responsible for stolen or damaged property belonging to the Employer.

ARTICLE 10
LEGAL ASSISTANCE

If the Employer determines that an Employee did not engage in conduct beyond the scope of the Employee's authority or which constituted willful misconduct or gross negligence in the performance of the Employee's job duties, the Employer, upon request by the Employee, agrees to provide for the legal defense of the Employee in any legal action brought against the Employee as a result of the performance of the Employee's job duties.

If the Employer determines that the Employee did not engage in conduct beyond the scope of the Employee's authority or which constituted willful misconduct or gross negligence, the Employer agrees to compensate the Employee; upon a reasonable showing of need by the Employee, an absence from work will be allowed to prepare the Employee's case for negotiation or trial. The Employer also agrees to pay any judgment rendered against the Employee if the Employer has provided legal services to the Employee pursuant to this Article.

The Employer may, with reservation, undertake the defense of an Employee pursuant to this Article. If the Employer has, under reservation, provided legal services, the obligation to pay a judgment against the Employee is not operative until final determination is made by the Employer of the Employee's eligibility for legal services under this Article. If the Employer has, with reservation, undertaken the defense of an Employee and if a court of competent jurisdiction deems that the Employee acted beyond the scope of the Employee's authority or with willful misconduct or gross negligence, the Employer has no liability whatsoever to the Employee or any other person as a result of such determination. In such cases as this, the judgment, costs, and fees will be borne by the Employee as in any other instance where the court determines that the Employee acted beyond the scope of the Employee's authority or with willful misconduct or gross negligence.

ARTICLE 11

NEPOTISM

It is in the best interests of all concerned to establish procedures which will eliminate conflict which could be caused by employing members of the same family.

- a. The Employer will not discriminate against members of the same family in selecting, hiring, promoting, demoting, or dismissing Employees because of the relationship between Employees providing that one family member is not in the supervisory chain of command over another.
- b. The Employer will attempt to assign qualified employees to positions where there will be minimal official contact with a member of the same family.
- c. Family, for the purposes of this Article, is defined as spouse, parents, siblings, children (including foster, step, and adopted), and any individual permanently residing in the same household.

ARTICLE 12 HOURS OF WORK

Section 1. Work Shift.

- a. The Employer agrees to be reasonable in assigning work shifts. Due consideration will be given to the impact on the Employees.
- b. For Employees working a 56-hour week schedule, the normal work shift will consist of 24 consecutive hours. It is expressly understood that meal breaks are not designated.

Section 2. Meal and Relief Breaks.

- a. Employees working at least six (6) hours shall receive a meal break of not less than thirty (30) minutes or more than sixty (60) minutes. Meal breaks are not considered time worked.
- b. All Employees, except 56-hour Employees, shall be allowed a total of fifteen (15) minutes of relief (including smoking) break(s) during the first half of the shift (at least four hours) and a total of fifteen (15) minutes of relief (including smoking) break(s) during the second half of the shift (at least four hours). Uniform smoking rules will be applied to all employees in each work site and they will comply with Alaska Statute 18.35.300 through 18.35.341.

Section 3. Work Week.

- a. All full-time Employees, except 56-hour Employees, will be guaranteed a minimum of 40 hours in a workweek with two consecutive days off each week. Where practicable, part time employees shall also have two consecutive days off each week. 40 hour employees except for 911 dispatchers, pool employees, landfill workers and any others mutually agreed to by the parties, will normally be scheduled to work their 40 hours between Monday and Friday of each workweek. Data Processing, Maintenance, and Custodial employees may be scheduled to work Saturdays. This does not preclude weekend scheduling by mutual agreement.

- b. For 56-hour Employees, the regular work schedule will consist of three twenty-four (24) hour shifts on a nine (9) day cycle. The shift change will be at 8:00 a.m. unless the parties mutually agree to either an earlier or later change time.

Any non-temporary change made shall not start earlier than 7:00 a.m. or later than 9:00 a.m. If the parties agree to a change in the time, the change must remain in effect for a minimum of six (6) months. Before a change is made, thirty (30) calendar days written notice will be given to the affected Employees. The provisions of this subsection will not apply to Employees undergoing basic training.

For purposes of this Agreement, a normal workweek for 56-hour Employees may include a work shift on Saturday, Sunday, and/or a holiday.

Section 4. Benefits Based on Work Week.

- a. Full-time.
Employees filling regular full-time positions shall be eligible for 100% of all benefits provided in this Agreement.
- b. Part-time.
 - 1. Employees filling regular part-time positions who regularly and consistently work 30-39 hours per week shall be eligible for 75% of all benefits provided in this Agreement.
 - 2. Employees filling regular part-time positions who regularly and consistently work 20-29 hours per week shall be eligible for 50% of all benefits provided in this Agreement.
 - 3. Employees filling regular part-time positions who regularly and consistently work fewer than 20 hours per week shall not be eligible for benefits provided in this agreement.
 - 4. Part-time employees may waive all such benefits authorized by this Agreement.
 - 5. For purposes of these sections "regularly and consistently" means at least three (3) consecutive pay periods including periods while in acting status and "benefits" means leave, holidays, insurance, and expense allowances ~~and COLA payments.~~

ARTICLE 13 EMPLOYEE RECORDS

Section 1. Personnel Files.

There shall exist a central personnel file in the office of the Personnel Manager. Each Employee will be furnished with copies of all information as it is placed in the file. There shall also exist an Employee Discussion Record maintained by each supervisor to document any important discussions held with the Employee. All entries shall be discussed with the Employee at the time the entry is made, and the Employee's comments shall be noted.

All documentation which may be used to support disciplinary action and evaluations must be initialed by the Employee prior to being placed in the files. In the event an Employee refuses to initial a document, which is to be used in support of disciplinary action, the supervisor shall note the refusal on

the document, and then place it in the files. Such documents and any documentation of a derogatory nature will be purged from all files not later than 24 calendar months from the date of insertion. Documentation so purged will be sealed for an additional 12 months and then destroyed. Sealed documents will only be opened in case the Association or the employee takes direct legal or grievance action against the Borough specific to that document. Disciplinary documentation may be retained beyond the initial 24 month period if there is a reoccurrence of the problem. Purging in that case will be based upon the date of the most recent document.

Section 2. Member Review.

An Employee shall have access to his or her files at any time upon reasonable notice to the Employer and shall be provided a copy of the files or any parts thereof upon reasonable request.

Section 3. Association Review.

Association representatives, with the Employee's permission, shall have the right to examine the Employee's personnel files upon notification to the Employer. The Employer shall make available the original personnel files for examination by the Association representative. Copies of documents shall be furnished to the Association upon reasonable request.

Section 4.

No secret files shall be kept on any Employee.

ARTICLE 14 **PROBATION PERIOD**

a. Probationary periods for Borough employees shall be as follows:

Pay ranges A - L (except for those below) Six (6) months

911 Dispatchers, and Pay ranges M-Y Twelve (12) months

- b. The initial period of Borough employment in a regular position shall be a probationary period, except that an Employee who has worked as a temporary Employee in the same job prior to his hire for the regular position shall receive day-for-day credit toward the probationary period up to a maximum of one half the required period. Temporary Employees who have become Service Fee Payers as the result of Article 3, Section 2, and are hired into the same regular position classification, shall receive full credit toward the probationary period without such maximum limit. A longer probationary period may be required under Article 18, Section 3.d. The Employer may waive the last half of any probationary period at its discretion.
- c. Probationary Employees in regular positions shall be eligible for full benefits, including annual and sick leave, from the date of initial hire, except that annual leave may not be taken in the first six months in a regular position.
- d. Probationary Employees who have not attained regular status may be dismissed at any time during the probationary period if in the sole opinion of the Employer they will not reach satisfactory status or if an Employee with transfer back rights exercises those rights. Dismissal

~~under during the probationary period such circumstances~~ is not subject to the grievance procedure in Article 26.

- e. Upon satisfactory completion of the initial probationary period, the Employee automatically attains regular status.
- f. Regular status employees who are promoted shall serve the appropriate probationary period under "a" above. Regular status employees in probationary status may only be discharged for just cause.
- gf. Employees rehired within eighteen months from the date of a layoff shall not be required to complete a probationary period.
- hg. Employees rehired into the same job family within eighteen months from the date employment terminated (except for layoffs) shall not be required to complete a probationary period.
- ih. For gf. and hg. above the Employee must have attained regular status prior to the day employment terminated or layoff was effective.

ARTICLE 15 ANNIVERSARY DATE

Section 1.

Anniversary dates shall be established when one of the following events occur:

- a. The date of initial hire into a regular position or most recent promotion or demotion.
- b. The date of transfer to a different range by change of job assignment.

Section 2.

For Employees on layoff status who are recalled to work, or for employees on leave without pay (non-medical), the anniversary date will be moved one (1) month later for each month of layoff status or leave without pay after the last anniversary date. The anniversary date will be unchanged for up to three (3) months of leave without pay (medical and maternity).

ARTICLE 16 PERFORMANCE EVALUATION

a.——An established evaluation process is an effective means of communication between Employees and the supervisor and provides a vehicle for improvement of performance which will in turn improve service to the public.

Section 1. Probationary Evaluations

The performance of employees who are in their initial probationary status will be evaluated at the mid point and at the end of their probationary period. The Borough may evaluate the employee at other intervals during the probationary period. The performance of employees during the first year after completion of their initial probationary status will be formally evaluated by the employee's anniversary date.

Employees on probation following a promotion will be evaluated at least at the end of their probationary period.

Section 2. Regular Evaluations

When an employee who is not covered by Section A and is performing satisfactorily, the employee will receive a step increase under the schedule set out in Article 23 without the supervisor preparing a formal annual evaluation. Annual evaluations will not be required for those employees (not covered by Section A above) whose performance is at or above acceptable standards. If the supervisor has not completed the evaluation process by the employee's anniversary date, it will be assumed, for purposes of eligibility for a step increase, that the employee's performance is satisfactory.

Section 3. Supplemental Evaluations

The Borough may conduct a supplemental evaluation at any time. When a supervisor believes that an employee's performance is below acceptable standards, the supervisor will so notify the employee and prepare an interim evaluation and plan for improvement. An employee may request a supplemental evaluation at any time; however, the supervisor is not required to prepare a supplemental evaluation more than once a year, measured from the employee's anniversary date.

Section 4. Evaluation Procedures

Evaluations should be written by supervisory personnel who have directly supervised the employee for the majority of the evaluation period. If no such supervisor is available, the department director may evaluate the employee. The employee's other supervisors, if available, may be required to submit written comments. Employees shall not be required to write their own evaluation.

The Borough shall devise forms and establish standards to be used by supervisors in filling out job evaluations. Those standards shall be uniformly applied by the Borough in evaluating employees. Any change in evaluation form or system shall be reviewed with the Association. KBEA will provide input for such changes within 30 days after receiving the written proposed change.

The evaluation shall be discussed with the employee not less than fifteen (15) days prior to the employee's anniversary date. Upon completion of this discussion the evaluation shall be signed by the employee and the evaluator. The employee's signature shall not constitute agreement with the evaluation.

Comments added after the employee signs the evaluation will be discussed with the employee and an additional signature of the employee will be required.

Employees are required to sign their evaluation within five (5) days of receiving it. If an employee has not signed the evaluation within the five (5) day time period, the supervisor shall note the failure to sign on the evaluation, and it shall continue through the normal evaluation process without the employee's signature.

Section 5. Appeals

The supervisor who completed the evaluation, will initially review the evaluation with the department head. The department head shall not sign the evaluation until it has been presented to the employee. Any Employee who is dissatisfied with a written evaluation may request that his/her supervisor hold the evaluation for seven (7) calendar days in order that he/she may prepare a rebuttal. The rebuttal shall be attached to the evaluation prior to being forwarded on to the department head for finalization. Any Employee, through the Association, may request in writing to the Personnel Manager that an investigation be conducted into the accuracy of the evaluation and adjust the evaluation if necessary to conform to the facts ascertained during the investigation. Such requests must be submitted within thirty (30) calendar days of the Employee's receipt of the final evaluation. An evaluation is final when the evaluation is signed by the department head and a copy with all signatures is provided to the employee. The Personnel Manager agrees to initiate the investigation no later than twenty-one (21) calendar days after receipt of the Employee's request. The investigation must be completed within thirty (30) calendar days. A copy of the investigation report shall be sent to the Employee and the Association. The parties agree that the procedure described in this subsection is the sole and exclusive method of resolution of disputes of evaluations not involving step increases. Evaluations which involve a denial of step increase are grievable under Article 26 of this agreement.

Section 6. Untimely Responses

If the evaluation justifies a pay increase and the evaluation is late for reasons other than the fault or delay of the employee, any pay increase due will be implemented on the anniversary date.

Section 7. Plans for Improvement

In the event the evaluator notes less than satisfactory performance by an employee, the evaluator shall, within fifteen (15) days from the time the employee signs, or fails to sign, the evaluation, develop a plan for improvement that:

- a. delineates the evaluator's expectations regarding improvement,
- b. describes activities to be undertaken by the employee to improve his performance,
- c. indicates a time frame for improvement, and
- d. sets forth clearly the possible consequences if the expected level of improvement is not attained.

This plan for improvement shall be discussed and clarified with the employee within 15 days from the time the employee receives the improvement plan, and shall be considered part of the evaluation process. At the request of the employee, an Association representative may be provided with a copy of the plan for improvement or be present at the discussion. This section does not apply to employees in their initial probationary period.

Section 8. Deadlines

All deadlines contained in this Article may be relaxed in the event either the employee or supervisor is unavailable due to approved leave in excess of five (5) days, by the amount of such approved leave.

Section 9.

The parties recognize that for an evaluation to have meaning it must have a reasonable nexus to the period for which the evaluation is written. Any evaluation regarding conduct or performance that is not provided by the anniversary date shall be considered void and shall be destroyed.

~~The performance of personnel who are on probationary status will be evaluated at the end of the first 90 days of employment and at the end of the probationary period. The Employer may evaluate at other intervals during the probationary period. Evaluations of personnel who have reached regular status shall be done on the anniversary date. Regular Employees may be evaluated more often as needed but in no case more often than twice in any 12 month period. The original copy of the evaluation shall be incorporated into the central personnel files. Annual evaluations must be written by supervisory personnel who have supervised the rated Employee for at least the three months prior to the ending date of the evaluation period. If no such supervisor is available the evaluation shall be written by the supervisor who supervised the employee for the longest period of time. Other supervisors who are available who supervised the Employee during the evaluation period will be required to submit written comments to the evaluation.~~

- ~~b. If the evaluation is late, any monetary increase which is delayed due to the lateness of the evaluation shall be retroactive to the date the action was due had it not been delayed. The fact that an evaluation may be late shall not delay the transition from probationary to permanent status.~~
- ~~e. It shall be the responsibility of the Employer to provide for uniformity of the application of standards by different raters in evaluating Employees by providing a "Rater's Guide" to supervisors.~~
- ~~d. The evaluation shall be reviewed by the rater with the Employee. Employees will not be required to complete their own performance evaluation.~~
- ~~e. Employees may request an informal evaluation of their performance at reasonable intervals. The discussion shall be documented on the Employee Discussion Record.~~
- ~~f. The first line supervisor shall complete the evaluation, which will be initially reviewed with the department head. The department head shall not sign the evaluation until it has been presented to the employee. Any Employee who is dissatisfied with a written evaluation may request that his/her supervisor hold the evaluation for seven (7) calendar days in order that he/she may prepare a rebuttal. The rebuttal shall be attached to the evaluation prior to being forwarded on to the department head for finalization. Any Employee, through the Association, may request in writing to the Personnel Manager that an investigation be conducted into the accuracy of the evaluation and adjust the evaluation if necessary to conform to the facts ascertained during the investigation. Such requests must be submitted within thirty (30) calendar days of the Employee's receipt of the final evaluation. An evaluation is final when the evaluation is signed by the department head and a copy with all signatures is provided to the employee. The Personnel Manager agrees to initiate the investigation no later than twenty one (21) calendar days after receipt of the Employee's request. The investigation must be completed within thirty (30) calendar days. A copy of the investigation report shall be sent to the Employee and the Association. The parties agree that the procedure described in this subsection is the sole and exclusive method of resolution of disputes of evaluations not involving step increases.~~

~~Evaluations which involve a denial of step increase are grievable under Article 26 of this agreement.~~

- ~~g. The parties recognize that for an evaluation to have meaning it must have a reasonable nexus to the period for which the evaluation is written. Any final evaluation that is not provided within 45 calendar days (or 60 calendar days if the employee has submitted a rebuttal in accordance with "f" above) after their anniversary date shall be considered void and destroyed and the Employee's record will be annotated as above average for the period. Any pay increase resulting from such an evaluation period shall be retroactive to the Employee's anniversary date.~~

ARTICLE 17 MERIT PRINCIPLES

The parties agree that it is their mutual intent to strengthen the merit principles and shall use all due diligence to maintain merit principles among all Employees to the end that Employees be selected, appointed and promoted from among the most qualified, not on the basis of personal connections.

ARTICLE 18 PROMOTION, TRANSFER, DEMOTION

Section 1. Promotion.

- a. A transfer of a regular status Employee to a higher classification with a higher pay rate is a promotion. It shall be the intent of the Employer to make promotional opportunities available to Employees. Vacancies which occur within the classified service shall first be offered to the qualified Employees who are not in probationary status. This does not include flex positions.
- b. When there is a vacancy to be filled by promotion or new appointment in a classified position or when a new classified position is created, when the position is to be filled, the Employer shall post a conspicuous notice of that vacancy on the bulletin board in the fire stations, swimming pool area, maintenance shop, and coffee room of the Borough Administration Building. Such notice shall be readily observable by the Employees, and the Employer shall deliver a copy of that notice to the Association's designated representative. The position vacancy will be posted for a period of not less than ten calendar days. Interested employees must notify the human resources office of their interest within the ten (10) calendar day period and provide an updated application or resume. The most qualified regular status Employee who applies for a position shall be promoted. On-call and volunteer employees may apply under this section only for regular positions in the same job classifications and service area for which they have been employed as on-call and volunteer employees. They may be appointed only if no qualified regular status employee applies.
- c. Open or vacant positions as posted in accordance with Section 1.b. shall be filled based on merit and subject to the following criteria:
 1. Bargaining unit members need not meet minimum qualifications in the job description to apply (if no applicant meets the minimum qualifications, the Employer, at its sole discretion and on a non-precedent setting basis, may lower the qualifications). Each

posting of a vacancy will reflect the information that bargaining unit members may apply regardless of whether or not he/she meets the minimum qualifications.

2. If no qualified regular status Employee applies, or if no Employee applicant meets the minimum qualifications for the position, the vacancy may be advertised to the public. The Employer may then interview any fully qualified applicants. If no applicant meets the minimum qualifications, the Employer, at its sole discretion and on a non-precedent setting basis, may lower the qualifications. If the Employer chooses to lower the qualifications, it will review all applicants, including Employee applicants, to determine if anyone meets the new lower qualifications. If any Employee applicants meet the revised minimum qualifications, he/she will be given priority over public applicants meeting the revised qualifications.
 3. Satisfactorily pass examinations when applicable;
 4. Satisfactory personnel evaluation reports.
- d. An Employee promoted or transferred to a new position shall have the right within three (3) months to request transfer back to his/her former position ~~if that position is being filled by an Employee in probationary status~~. The final decision rests with management.
 - e. A promoted Employee will receive the equivalent of a one range increase (equal to the current earned step in the new range, i.e. Range C Step 3 to Range D step 3) or be placed at the minimum pay rate of the new range, whichever produces the higher salary.

Section 2. Demotion.

- a. The involuntary transfer of a regular status Employee to a lower classification with a lower pay rate is a demotion. Demotions shall only occur for just cause.
- b. A demotion shall be subject to the grievance/arbitration procedure specified in this Agreement.
- c. It is understood that the Employee will not replace another Employee who has satisfactorily completed his probationary period.
- d. A demoted Employee will not be allowed to make application to the position from which he/she was demoted until the passage of six months from the date of demotion.
- e. An employee demoted for disciplinary reasons shall be placed at Step 1 of the new range to which he or she is assigned or such other step as may be mutually agreed.

Section 3. Transfer.

- a. The Employer may transfer an Employee from one classification to another classification of equal pay level between the respective organizational units upon mutual agreement between the affected department heads and the Employee.
- b. An Employee may request and be granted a transfer to an equal or lower classification provided that the affected department head(s) concur. Concurrence shall not be unreasonably withheld. Budget constraints may be considered by the employer when considering a voluntary transfer.

By mutual agreement between the employer, the association and the member, an employee may agree to a reduction in compensation greater than that provided in c. below.

- c. Transfers will be allowed only when it is established that the Employee meets the minimum qualifications (if the employee does not meet the minimum qualifications, the Employer, at its sole discretion and on a non-precedent setting basis, may lower the qualifications) of the position to which he is being transferred and that there is no loss of pay, seniority, or benefits unless the Employee consents to such a loss. Salary shall be reduced one range at the same step for each range which the Employee loses in transferring.
- d. Employees transferred prior to completing one half of their initial probationary period shall be subject to an extended probationary period of up to six months from the date of transfer unless the new position is similar in nature and job description. However, no employee who has completed his/her initial probationary period shall be required to complete a new probationary period when transferring under this section.
- e. Employees transferring to a lesser job as a result of "Bump-down" due to layoffs shall be frozen in pay until such time as a catch up occurs. If such a transfer results in the member being placed above the maximum rate of pay for the new range, the member will remain "frozen" for a period of 24 months after which he/she will be placed at the maximum rate of pay for the new position.

Section 4.

When there are reassignments of functions from one department to another, consolidation of functions of a department or any transfers of positions from one department to another, the Employer will reassign or transfer affected Employees to other positions for which they qualify.

ARTICLE 19 SENIORITY

Section 1.

The Employer recognizes the principle of seniority in the application of layoffs and recall. Seniority in this Agreement shall be determined based on total employment in a regular position with credit given on an hour-for-hour basis for any temporary service within the previous three (3) years prior to regular position hire. Seniority credit shall not accrue during periods of leave without pay (non-medical) in excess of eighty (80) hours in any calendar year or leave without pay (medical and maternity) in excess of three (3) consecutive months.

Section 2.

An Employee discharged for just cause will lose his/her seniority standing.

Section 3.

The Personnel Manager will submit to the Association twice annually a seniority list which shall be reviewed, amended, and finally approved by the Association secretary as being correct. The list is to be received on or about January 1 and again on or about July 1.

Section 4.

In the event that currently filled positions are brought into the Bargaining Unit as a result of the Employer's take over of services previously performed by another governmental entity, incumbents shall receive leave and other benefits based on the length of their service with the other governmental entity. However, for purposes of seniority as against other Borough employees (including but not limited to bumping rights and annual leave priority) the incumbents' seniority begins on the date of the Employer's take over.

For purposes of computing seniority against other similarly situated employees, the incumbent's total service with the Employer and the previous governmental entity will be considered.

Section 5.

Employees who move to Appendix A positions shall retain seniority rights in the bargaining unit for a period of eighteen months. Appendix A employees who move to Association positions shall be placed at the step and range in accordance with the transfer language in Article 18 unless the move is a result of discipline in which case the demotion language shall apply. The seniority date for such personnel after the eighteen months above shall be the date of appointment to the position covered by the collective bargaining agreement.

ARTICLE 20
LAYOFF AND RETURN RIGHTS

Section 1.

In the event of layoff, Employees with the greatest seniority will be given bumping rights to existing bargaining unit positions for which they are qualified within their department. Bumping rights apply only to positions at the same or lower pay range. Part-time Employees may not bump full-time Employees. Qualifications will be based on the existing job descriptions at the time of layoff. Article 18, Section 3 will apply to those Employees accepting a lower range position.

Section 2.

The Employer agrees that there shall be no layoff of regular Employees while there are temporary Employees in the Employer's service in any job classification for which a laid off Employee would be eligible and willing to work. No on-call Employees shall be used for regular shift work while regular Employees are in lay off status and are willing to work in the position. Offers for temporary work must be accepted and begun within three calendar days.

Section 3.

In an attempt to avoid layoffs, the Association, consistent with work requirements, will seek to find Employees who volunteer to take leave without pay or to work a reduced work week, or consider reduction of Employee work hours equally distributed among affected personnel.

Section 4.

Employees shall maintain their rights to recall for eighteen (18) months after the date of layoff. Recall rights apply only to positions at the same or lower pay range in any department for which an Employee in layoff status is qualified. The Human Resource Office shall notify all Employees in layoff status of all vacancies in the bargaining unit for which they have expressed an interest. It shall be the Employees' responsibility to keep the Human Resource Office apprised of their current address, phone number, and any new skills or experience not reflected in their Official Personnel Folder. Employees in layoff status shall be offered vacancies in the bargaining unit for which they are qualified ahead of transfer applicants but not ahead of promotion applicants within the department (unless the position is the one from which they were laid off).

Section 5.

The Employee last laid off shall be the first rehired into a position for which he/she is qualified. The Employee with the most seniority will have priority if layoff dates are the same.

Section 6.

An Employee who has accepted a position at a lower salary range from which laid off shall retain recall rights to the position from which laid off for the time period provided in Section 4 of this Article. An Employee who has accepted a different position at the same or a lower level shall return to the position from which he/she was laid off, should the original position become available.

Section 7.

A laid off Employee who receives an offer to return to the position from which he/she was laid off must accept that offer and report to work within 30 calendar days or lose all layoff rights.

Section 8.

Return from layoff anytime within the eighteen (18) month period restores the unpaid portion of the Employee's sick leave balance. This unpaid balance is not subject to further payoffs.

ARTICLE 21 RESIGNATION/TERMINATION

An Employee who intends to terminate his service with the Employer shall submit a written resignation to his/her supervisor stating his/her last date of employment. Resignations shall be submitted as early as possible, but at least two (2) weeks before the final work day unless mutually agreed before hand between the Employer and the Association. A copy of an Employee's resignation shall be attached to the form effecting separation and be filed in the Employee's personnel file. The Employer shall send a copy of the resignation to the Association. At the Employer's option the Employee may be paid two weeks full pay and benefits and allowed to leave employment immediately.

With the exception of dishonesty, drunkenness, physical misconduct, abusive or lewd behavior, abandonment of duties, loss of required license or certification or gross disobedience, which have no minimum notice period, all regular Employees shall be given two weeks notice of termination. The employer may elect to provide full pay in lieu of notice. Probationary Employees shall be given one week's notice or one day's pay for each complete month of service up to a maximum of 10 months from their most recent date of hire, whichever is more. The option of notice or pay shall be the Employer's.

ARTICLE 22
JOB DESCRIPTIONS

Section 1.

The Borough may establish class specifications for each related class of positions in the Borough classification plan, i.e. Clerical, Accounting, Maintenance Mechanic, etc. These class specifications will generally describe the duties of the classification and establish minimum qualifications.

Each position in the classified service will have a job description setting forth the usual and regular duties and requirements of that position giving brief examples of the duties involved. Classification decisions will be based upon the particular job description for the position being considered and not on the generic class specification.

The Employer may change assignments of Employees within the same class as long as the reassignment is within the same department and is the same range.

Section 2.

All job descriptions are to be reviewed and updated each fiscal year by the department head with input from the Employee performing the job. Each Employee shall receive a copy of his/her revised job description not later than October 15th of each year. Employees may attach to the job description any objections which they have if they do not agree with the description given them and submit it through their department head to the Personnel Manager. The Personnel Manager will review any such objections and cause changes to be made to the description if warranted and will respond in writing to the employee within sixty (60) days of receipt of such objections.

Section 3.

If, in the process of reclassification, an Employee is disqualified, he/she shall be afforded all the rights and provisions as described in Article 20.

Section 4.

When a revised job description indicates a substantial increase or reduction in responsibilities or duties, reclassification shall occur. Reclassifications resulting in an increase in range(s) shall result in placement at the same step currently held in the new range not to exceed a maximum increase of two full ranges, but in no case less than the Step 1 of the new range. Employees who, as a result of reclassification, realize a decrease in range(s) shall be frozen in pay until such time as a catch up occurs. If such reclassification results in the member being placed above the maximum rate of pay for the new range, the member will remain "frozen" for a period of 24 months after which he/she will be placed at the maximum rate of pay for the new position. However, no employee who has completed his/her initial probationary period shall be required to complete a new probationary period when their position is reclassified under this section.

ARTICLE 23
JOB CLASSIFICATION AND PAY PLAN

Section 1. Obligation of the Employer.

It is the obligation of the Employer to establish and maintain a classification system and a pay plan.

Section 2. Temporary Duties.

Employees may be required on a temporary basis to perform duties which are duties normally performed by other classifications, however, the Employee will not be required to perform a duty which he/she is incapable of doing or to perform duties not directly related to his/her job.

Section 3. Lower Classification Duties.

An Employee may occasionally be required to perform duties of a lower classification and shall not suffer any loss of pay during those periods. The parties agree that assignment of such duties shall not be used for disciplinary purposes.

Section 4. Acting in a Higher Classification.

- a. An Employee performing the duties of a higher classification including Appendix A positions for one full week or more [~~60-36~~ consecutive hours (~~2 1½~~ twenty-four hour shifts) for 56 hour ~~Engineers-Employees~~] will be paid at the rate of the higher range that would be appropriate in case of promotion. Employees tasked only with insuring that their operational unit is functioning properly on a routine, day to day basis will receive a one (1) range increase.
- b. In the "acting" position, the Employee is subject to the same conditions as if the assignment were permanent except that periods of leave of one full day/shift or more and cash-outs will be at their regular "non-acting" rate of pay. At the time the "acting" assignment is terminated, the Employee shall resume the position held prior to the "acting" assignment.

Section 5. Reclassifications.

- a. The Employer and the Association will meet on a periodic basis for the purpose of discussing proposed or recommended Reclassifications of bargaining unit positions. The Association may nominate positions which it feels should be reclassified.
- b. Payroll Range Placement.

There are two methods that the payroll placement of a position may be changed. The first involves a decision by the Borough to increase the range and the second by a request of an Employee.

 1. Action by the Borough. In the event management chooses to reclassify a position, the job description will be rewritten. The rewritten job description must be reviewed and signed by the Employee's supervisor and Department Head before being forwarded to the Personnel Manager for approval. If the change is approved, the Personnel Manager will insure the change is made immediately in the payroll system and notify the Department Head and the Association. In the event the request is denied at any point, or if the time frame for processing the request is excessive, the affected Employee may choose to request the payroll classification change as stated in #2 below.

2. Request by Employee. An Employee may request that his/her payroll placement be changed. The Employee's job description must be rewritten and forwarded to the Employee's Department Head through his/her supervisor. The review by the supervisor and Department Head must be completed within 30 calendar days. If the supervisor or the Department Head do not agree with a change in the job description, the Employee may appeal under the grievance procedure as set forth in Article 26 of this Agreement. If the rewritten job description is approved by both the supervisor and the Department Head, it will then be forwarded on to the Association Reclassification Committee. The Committee will review the revised duties and issue a revised payroll placement in written response to the Employee. If the Employee chooses, he/she may submit the revised job description along with the Reclassification Committee evaluation to the Personnel Manager, requesting a change in payroll classification. If the Personnel Manager finds that there is merit in the request, he/she shall immediately make the appropriate change. If the Personnel Manager finds the request not justified, he/she shall advise the Employee of his/her decision and also the Employee's right of appeal under the grievance procedure as set forth in Article 26 of this Agreement. Failure to issue a decision within thirty (30) days, will result in an automatic approval of the requested reclassification. Any change in payroll classification shall be effective as of the date the Borough failed to respond.

Section 6. Wage Schedule.

a. July 1, 2004:

40 HOUR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
A	8.1330	8.4391	8.7452	8.9201	9.0950	9.2699	9.4448	9.6197	9.7946	9.9695
B	8.7023	9.0298	9.3573	9.5445	9.7316	9.9188	10.1059	10.2930	10.4802	10.6673
C	9.3115	9.6619	10.0123	10.2126	10.4128	10.6131	10.8133	11.0136	11.2138	11.4141
D	9.9633	10.3382	10.7132	10.9275	11.1417	11.3560	11.5702	11.7845	11.9988	12.2130
E	10.6607	11.0619	11.4631	11.6924	11.9216	12.1509	12.3802	12.6094	12.8387	13.0680
F	11.4069	11.8362	12.2655	12.5108	12.7562	13.0015	13.2468	13.4921	13.7374	13.9827
G	12.2054	12.6648	13.1241	13.3866	13.6491	13.9116	14.1741	14.4365	14.6990	14.9615
H	13.0598	13.5513	14.0428	14.3237	14.6045	14.8854	15.1662	15.4471	15.7279	16.0088
I	13.9740	14.4999	15.0258	15.3263	15.6268	15.9274	16.2279	16.5284	16.8289	17.1294
J	14.9522	15.5149	16.0776	16.3992	16.7207	17.0423	17.3638	17.6854	18.0069	18.3285
K	15.9988	16.6009	17.2030	17.5471	17.8912	18.2352	18.5793	18.9234	19.2674	19.6115
L	17.1188	17.7630	18.4073	18.7754	19.1436	19.5117	19.8798	20.2480	20.6161	20.9843
M	18.3171	19.0064	19.6958	20.0897	20.4836	20.8775	21.2714	21.6653	22.0593	22.4532
N	19.5993	20.3369	21.0745	21.4960	21.9175	22.3389	22.7604	23.1819	23.6034	24.0249
O	20.9712	21.7604	22.5497	23.0007	23.4517	23.9027	24.3537	24.8047	25.2556	25.7066
P	22.4392	23.2837	24.1282	24.6107	25.0933	25.5759	26.0584	26.5410	27.0236	27.5061
Q	24.0099	24.9135	25.8171	26.3335	26.8498	27.3662	27.8825	28.3988	28.9152	29.4315
R	25.6906	26.6575	27.6243	28.1768	28.7293	29.2818	29.8343	30.3868	30.9393	31.4917

56 HOUR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
J	10.5021	10.8974	11.2926	11.5185	11.7443	11.9702	12.1960	12.4219	12.6477	12.8736
K	11.2373	11.6602	12.0831	12.3248	12.5664	12.8081	13.0498	13.2914	13.5331	13.7747
L	12.0239	12.4764	12.9289	13.1875	13.4461	13.7047	13.9632	14.2218	14.4804	14.7390
M	12.8656	13.3498	13.8339	14.1106	14.3873	14.6640	14.9407	15.2173	15.4940	15.7707
N	13.7662	14.2842	14.8023	15.0984	15.3944	15.6905	15.9865	16.2826	16.5786	16.8746

Tentative 2004-2007 Agreement

O	14.7298	15.2841	15.8385	16.1553	16.4720	16.7888	17.1056	17.4223	17.7391	18.0559
P	15.7609	16.3540	16.9472	17.2861	17.6251	17.9640	18.3030	18.6419	18.9808	19.3198
Q	16.8641	17.4988	18.1335	18.4962	18.8588	19.2215	19.5842	19.9468	20.3095	20.6722
R	18.0446	18.7237	19.4028	19.7909	20.1789	20.5670	20.9551	21.3431	21.7312	22.1192

b. The above 2004 wage scale reflects a 3% increase to the 2003 wage scale and shall be adjusted annually as follows:

~~a. July 1, 2001:~~

~~b. The above 2001 wage scale reflects a 2% increase to the 2000 wage scale and shall be adjusted as follows:~~

1. On July 1, 2005~~2~~, the 2004~~1~~ wage schedule shall be increased by the 12/31/04~~1~~ CPI-U for Anchorage, but shall not be less than 1% nor more than 3%. The first .5% of the scheduled increase will be retained by the Borough to help offset healthcare costs. The 2005 pay schedule will be increased by the remaining portion of the increase after the .5% reduction.

2. On July 1, 2006~~3~~, the 2005~~2~~ wage schedule shall be increased by the 12/31/05~~2~~ CPI-U for Anchorage, but shall not be less than 1% nor more than 3%. The first .3% of the scheduled increase will be retained by the Borough to help offset healthcare costs. The 2005 pay schedule will be increased by the remaining portion of the increase after the .3% reduction.

~~e. Employees who are beyond step 10 of their range will receive a wage payment in each of the above years. The wage payment for such employees will be equal to the percentage given in Section 6.b above, of his/her annual wage, and may be adjusted if the employee will become unfrozen according to the new schedules but will not realize the full negotiated increase.~~

cd. New Employees will not be placed above the Step 1 for any position unless the association is notified and afforded the opportunity for input before such action is taken.

de. Upon completion of twelve months of satisfactory service at Step 1 all Employees will be advanced to Step 2 in the range to which his/her position is assigned.

ef. Upon completion of twelve months of satisfactory service at Step 2 all Employees will be advanced to Step 3 in the range to which his/her position is assigned.

fg. After reaching Step 3 in the range to which his/her position is assigned all employees will be entitled to receive merit/longevity steps for each two years of satisfactory service at the prior Step upon receipt of an annual evaluation or the most recent evaluation which rates him/her "Satisfactory" or better through Step 8 and each three years from Step 8 to Step 9 and 10 in accordance with the procedures set out in Article 16.

Section 7. Professional Pay.

Upon mutual agreement between the parties any Employee who provides professional license or services beyond the basic requirements of his/her position, which provides substantial cost savings or additional benefit to the borough, will be entitled to the equivalent of a one range professional pay increase above and beyond his/her normal rate of pay while that license or service is required.

Section 8. Paramedic and Dive Rescue Pay.

- a. Paramedic Pay: Qualified Employees required to perform paramedic duties shall be paid one (1) pay range higher, at the same step, than he/she would otherwise. To receive paramedic pay an Employee must be a nationally licensed or state licensed paramedic.
- b. EMT III/ACLS: When required by their position, 56 hour Employees who attain EMT III/ACLS status shall be paid an additional 2.6% of the employee's hourly rate. ~~one (1) pay step higher, at the same range, than he/she would otherwise.~~ This does not apply to individuals receiving paramedic incentive pay in subsection a. above.
- c. Dive Pay: Those required to perform dive rescue duties shall be paid an additional 2.6% of the employee's hourly rate. ~~one (1) pay step higher, at the same range, than he/she would otherwise receive.~~ To receive dive incentive pay an Employee must be open water dive certified and must make proficiency dives as prescribed by the department. The department shall furnish all necessary equipment for these proficiency dives.
- d. Fire Investigators: Emergency services employees who have attained certification and conduct fire investigations shall be paid an additional 2.6% of the employee's hourly rate. The certification must be maintained and current to qualify for this additional pay.

Section 9. Hazardous Duty.

Employees required to participate in asbestos removal or other mutually agreed upon activities will be compensated for at one range over the Employee's basic rate as established by this Article for all hours so engaged. Such work must be for projects for the removal of friable asbestos where Federal requirements to provide protective clothing and devices apply. This provision does not apply to encapsulation work.

When Maintenance and Assessing Employees' work requires flying in helicopters or fixed wing aircraft within the Borough, a premium of 10% over the applicable rate of pay shall be paid for all flight time.

ARTICLE 24
PAY PRACTICES

Section 1. Pay Days.

Employees shall be paid every two (2) weeks.

Section 2. Effective Date of Increases.

Monetary increases shall be effective the first day of the pay period following the date of eligibility for the increase.

Section 3. Itemized Deductions.

The Employer shall itemize all deductions on pay checks and shall notify the Employee in advance of all non-Employee authorized deductions.

Section 4. Termination Pay.

- a. When an Employee is terminated, his/her wages become due immediately and shall be paid within three (3) working days.
- b. When an Employee provides two (2) weeks written notice of resignation, his/her wages and pay for all benefits become due immediately and shall be paid on the Employee's last day of employment. When an Employee does not provide two (2) weeks written notice of resignation, his/her wages and pay for all benefits become due immediately and shall be paid within seventy-two (72) hours of his/her last day of employment.

ARTICLE 25
DISCIPLINE

Section 1.

The Employer retains the right to discipline, correct non-disciplinary performance deficiencies, and terminate Employees only for just cause, except that probationary employees may be terminated as set out in Article 14.

Section 2.

The Employer agrees to utilize the concept of progressive discipline for the purposes of correcting the performance of Bargaining Unit Members.

Section 3.

- a. Employee Notification: In all cases of disciplinary and non-disciplinary actions, the Employer shall notify the Employee of the reasons for such action concurrent with the commencement of the action.

In all cases of termination, the Employer shall notify the Employee in writing of the reasons for the action prior to termination.

- b. Association Notification: In all cases of disciplinary and non-disciplinary actions and terminations, the Employer agrees to notify the Association in writing concurrent with the commencement of the action.

Section 4.

The Employer shall be required to provide documentation of actions taken under Section 1 of this Article and all such actions will be subject to the agreed upon grievance procedure.

Section 5.

All termination actions shall be signed by the Mayor or the Personnel Manager.

ARTICLE 26
GRIEVANCE/ARBITRATION PROCEDURE

Section 1. Purpose.

A grievance is defined as any controversy or dispute by an Employee, group of Employees, or authorized Employee Representative concerning rates of pay, hours, or other terms and conditions of employment involving the interpretation, application, or alleged violation of any provision of this Agreement or any rules and regulations adopted subsequent to the signing of this Agreement.

Having a desire to promote and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints or disputes arising between them. If differences or disputes of any kind arise between the Association or the Employees covered herein and the Employer, the parties agree to utilize the following procedure as the sole means to resolve such disputes or complaints.

Section 2. Grievance Steps.

Step One:

When a grievance arises from an action or inaction on the part of the Employer, the Employee shall have thirty (30) calendar days from the date of action or the date of discovery, whichever is later, in which to personally, or with the assistance of his/her employee representative or an APEA staff member lodge a written complaint with his/her immediate supervisor.

The immediate supervisor then has seven (7) calendar days to respond in writing to the Employee and APEA either denying the grievance or granting the relief sought.

Step Two:

If relief is not granted at Step One to the Employee's satisfaction, the complaint must then be reduced to writing by APEA and submitted to the Employee's department head within fourteen (14) calendar days from the date the Step One response is due.

The department head then has seven (7) calendar days to respond in writing to the aggrieved Employee and APEA either denying the grievance or granting the relief sought. The parties agree that decisions issued by department heads and accepted by the grievant are final and binding on both parties.

It is agreed that if the Employee's immediate supervisor is the department head, Step One is automatically waived, but the time frames outlined in Step One shall prevail.

Step Three:

Failing to resolve the grievance at Step Two, the Employee may appeal the grievance in writing to the Personnel Manager. Step Three must be filed by APEA within fourteen (14) calendar days from the date the Step Two response is due.

The Personnel Manager shall review the facts and if requested shall hold a fact-finding hearing offering the aggrieved party and the Association an opportunity to express their views. The

Personnel Manager shall arrange for the hearing within twenty-one (21) calendar days from the date the Step Three appeal is received.

Upon completion of the hearing or upon submission of the Step Three appeal if no hearing is requested, the Personnel Manager shall have fourteen (14) calendar days to reduce his/her decision to writing and submit such concurrently to both the Employee and the Association.

Step Four: Arbitration.

Failing to resolve the grievance at Step Three of the grievance procedure, the Employee through APEA only may submit the grievance to arbitration. The Association must notify the Personnel Manager no later than fourteen (14) calendar days after receipt of the Step Three decision of its intent to arbitrate the grievance. The Association shall state specifically which article(s) the Employer may have violated.

Section 3. Selection of Arbitrator.

When the need to select an arbitrator exists and a mutually agreeable arbitrator is not available, the parties will obtain a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. The Agency is to be selected by mutual agreement of the parties. After review of the list, the representative from each side will meet and alternately eliminate a name from the list until the list is narrowed to one (1) individual. The Personnel Manager will then make arrangements with the American Arbitration Association or the Federal Mediation and Conciliation Service for the services of the selected arbitrator.

Section 4. Arbitration Hearing: Procedure.

The parties hereto, for the purpose of the conduct of such hearing as may be necessary, incorporate by reference the provisions of the Uniform Arbitration Act, enacted in AS 09.43.010 through AS 09.43.220. It is understood by the parties that arbitration hearings will be conducted as soon as possible and that each party shall be given the opportunity to appear in person and to produce witnesses and cross examine such witnesses as may be presented by the opposing party. With respect to the conduct of the hearing, the parties agree that Post Hearing briefs shall normally not be required unless one party gives written notice prior to the hearing that it desires to file such a brief.

Section 5. Arbitration: Decision.

- a. The authority of the arbitrator:
 1. The arbitrator may consider only the particular issue or issues presented in writing by the Association which have been processed through the grievance procedure. The arbitrator shall have the power to interpret the terms of the Agreement.
 2. The decision of the arbitrator shall be based solely on the existing terms of the Agreement, and the arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement.
 3. The arbitrator shall have no power to establish wage rates, job classifications except those brought as an appeal in accordance with Article 23, or fringe benefits of any kind.
- b. The award of the arbitrator shall be final and binding on the parties. Both parties agree that from the inception of a dispute and pending a selection of an arbitrator and the award of the arbitrator,

the subject matter controversy shall not be changed and the status quo shall, in all respects, be maintained as prior to the dispute. Fees and other expenses incurred through the services of the arbitrator shall be borne entirely by the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's best judgment.

Section 6. Abandonment of Grievance.

Failure by the grieving party to process the grievance through all the steps of the grievance/arbitration procedure within the time frame of each step shall constitute abandonment of the grievance. Failure by the responding party to process all steps for the grievance/arbitration procedure within the time frame of each step shall be recognition of the merits of the grievance and the relief sought shall be granted.

Grievances shall be processed on a form mutually agreed upon by the parties.

Section 7. Extension of Time Frames.

Time frames for the grievance/arbitration process may be extended only by mutual agreement of the Association and the Employer.

Section 8. Grievance of Termination.

A grievance regarding the termination of an employee shall be filed at step three.

Section 9. Employment Status.

- a. Any Employee who has been terminated and filed a grievance on such action in accordance with the procedures in the Agreement shall be considered suspended without pay or benefits until all steps of the procedure have been followed.
- b. If the Employee is reinstated he/she shall not be subject to any loss of pay, benefits, or seniority, except as may be agreed upon by the parties or ordered by an arbitrator.

Section 10. Class Action Grievance.

Class action grievances shall be submitted by the Association representative to the supervisor having jurisdiction over the entire class of grievances. If the class includes grievants from more than one department, the grievance shall be filed at Step Three. A class action grievance is a situation which allegedly adversely affects two or more Employees in the same manner, or a situation in which the Association believes the Employer has violated the Agreement but in which there are no known grievants. The grievance must state clearly and specifically the relief sought, the provisions of the Agreement alleged to have been violated, and the specific nature of each violation. The Employer agrees to cooperate with the Association in reasonable efforts to identify Employees who may be considered grievants. Failure to file a class action grievance does not bar the filing of a grievance subsequently on behalf of an Employee.

Section 11. Delivery of Grievances and Responses.

When a written grievance or response is delivered by mail, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing on the grievance or response. Copies of all written responses to grievances at any step shall be sent to the APEA Field Office in Anchorage.

Section 12. Time.

For the purposes of the time frames in this article, a grievance or response delivered by mail shall be considered submitted on the date of mailing, but the time for response or for filing the next step shall not begin to run until the day after actual receipt. A hand-delivered grievance or response shall be considered submitted on the date of delivery, and the time for response or for filing the next step begins to run on the day after that date. If the last day of a time period falls on a Saturday, Sunday or holiday, the period will be extended until the next business day.

ARTICLE 27 TRAINING

Section 1. Training Required by the Employer.

- a. The Employer may require an Employee to register for and complete any course of academic, professional, or vocational study offered by an institution which is related to the requirements of the Employee's position. The Employee shall be given leave with pay when such courses are during normal working hours. When courses are held during the Employee's non-working hours, the Employer shall compensate the Employee at the Employee's normal hourly rate of pay. Employees shall be paid in accordance with articles in this Agreement governing travel, per diem, and meal allowances. The full cost of required training, including tuition, text, and course materials and incidental expenses, shall be borne by the Employer.
- b. Employees who are required to attend training courses shall be considered in pay status for the purpose of overtime calculations.
- c. When an Employee must take training courses to maintain a job-required professional certification, the Employer agrees to compensate the Employee at the Employee's normal hourly rate of pay. Employees attending such training shall be considered in pay status in accordance with paragraph b. above. The Employer agrees to bear the cost of all travel, per diem, meal allowance and incidental expenses in accordance with this Agreement and also to pay all tuition, registration fees, certificate fees, text and course materials including lab fees.

Section 2. Career Development Grants.

- a. The Employer agrees to set up and maintain an Employee Development Fund. Each year the Employer will contribute \$7,500 ~~\$5,000~~ to this fund with the General Government and Service Areas sharing the cost on a per capita basis. Regular status Employees may apply for training. Grants may cover all or a portion of the costs of such training.
- b. After approval of a committee of three, which will be composed of one member of the Association, one department head, and the Personnel Manager, disbursements shall be made. Approval must be received prior to the commencement of training.

- c. Grants will be applicable to Borough-related training. Each grant application shall state how the requested study will aid the personal or professional growth of the Employee. The Employee's department head may comment as to the degree of job-related applicability.
- d. The Employer may provide additional training funds but cannot provide less than the contribution specified in Section 2 a. of this Article.
- e. Except where job-related activities interrupt the course of study, the Employee will reimburse the Employer for course work expenditures when the Employee does not complete said course work. A grade of less than a "C" or "satisfactory" does not constitute course completion, except under exceptional circumstances as approved by the Personnel Manager. Evidence of completed course work will become a part of the Employee's personnel file.
- f. Personnel receiving training paid for by the Kenai Peninsula Borough must utilize the training for the enhancement of the Kenai Peninsula Borough for a minimum of one year after successful completion of the course. Prior to the beginning of training, Employees shall agree by contract with the Borough to reimburse the Borough in accordance with the following schedule if the Employee leaves the employ of the Borough prior to the end of the utilization period.

Months of Service After Training	Amount Due Borough
0-6	All
7-8	1/2
9-10	1/4
11-12	1/8

- g. Employees attending training under this section will be considered in a pay status only during their normal working hours.

ARTICLE 28
SAFETY, UNIFORMS, EQUIPMENT

Section 1. Safety Devices and Uniforms.

- a. The Employer shall provide all devices, apparel or equipment necessary for an employee's safety in accordance with applicable laws. If special tools, equipment, clothing or uniforms are required for accomplishing work assignments, the Employer shall be responsible for supplying same.
- b. All 56 hour/week Employees and 40 hour/week Emergency Service Employees required to wear uniforms shall receive three (3) uniforms ~~or one Nomex flight suit~~ his/her first year of employment and two (2) uniforms per year (or one Nomex flight suit for NFSA Employees) thereafter or an alternative mutually agreed to. Such uniforms shall be supplied by the Employer or the Employee shall be reimbursed for the actual cost of the uniforms, at the discretion of the Employer. Maintenance allowance in the amount of \$3 per pay period (\$78 per year) will be paid each Employee. Additionally, department approved footwear will be provided at the time of hire and will be replaced by the Employer after the department head determines that the footwear is beyond repair.

- c. Maintenance department Employees, pool maintenance personnel and print shop employees (excluding office personnel) shall receive an allowance in the amount of \$6.25 per pay period (162.50 per year) for appropriate work clothing and shoes. This amount shall also cover the cost of maintaining the clothing and shoes. Employees receiving such an allowance may not file a claim for damages to clothing and shoes under the property claim Section 2 of this Article. However, the Employer may choose to provide three (3) uniforms per year in lieu of this allowance.
- d. Recreation department Employees engaged in lifeguarding and swimming instruction shall be provided appropriate swimsuits by the department.
- e. It is understood that the footwear, clothing, and uniforms described in b., c., and d. above will not be worn during off-duty hours except as incidental to reporting to or returning from duty.
- f. Where the nature of assigned duties dictates, the Employer agrees to furnish, in addition to the above, rubber boots, turnout coats, bunkers, helmets, helmet shields, breast and hat badges, gloves, safety boots, and any other special clothing.
- g. Equipment as in a. and f. above is, and remains, the property of the Borough and is required to be turned in to the department upon termination.

Section 2. Reimbursement for Damaged Property.

In the event that items of clothing or personal property, excluding jewelry, necessary to an Employee's work assignment are damaged while the Employee was performing duties as required by the Employer, the Employer shall reimburse the Employee for the value of such clothing or personal property. Items damaged due to employee negligence are not reimbursable. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The Employer shall take prompt and timely action to process Employee claims for damaged personal effects. Claims for watches may not exceed \$100.00. No claims shall be allowed under this section for damage to vehicles. It is the intent of the parties that mileage reimbursement shall cover the cost of vehicle insurance.

Section 3. Safety.

It is the obligation of the Employer to exert all reasonable efforts to maintain safe and healthful working conditions for all Employees. Employees recognize that they have a key role in maintaining safe working conditions. It shall not be a violation of this Agreement or grounds for discipline or dismissal if an Employee refuses to work on what the Employee reasonably believes to be unsafe conditions for his/her job.

ARTICLE 29 OVERTIME, STANDBY, CALL-BACK AND SHIFT ASSIGNMENTS

Section 1. Overtime Rates.

- a. All Employees except 56-hour employees required to work more than 40 hours in a week, shall be paid at the rate of 1.5 times their regular hourly rate for all hours worked beyond 40 hours, except as set forth in subsection d. below. At the Employee's option, subject to the Employer's

needs, he/she may take compensatory time during the same pay period at 1.5 times the hours worked.

- b. Overtime for 56 hour Employees shall be paid for any hours worked in excess of the regularly scheduled shift, and in excess of 204 hours in the 27 day FLSA cycle, including leave taken. Hours actually worked, annual leave and sick leave count towards overtime due at the end of the 27 day cycle if they have not been compensated for at more than the 56-hour rate of pay. At the end of the 27 day cycle overtime will be paid for all such hours in excess of 204 hours. Overtime will be compensated at 1.85 times the regular rate of pay for all such hours.
- c. Overtime shall be distributed on an equitable basis. Overtime shall not be made available to on-call or temporary employees unless no Employee volunteers. Employees and others will not be scheduled to work overtime unless he/she has previously satisfactorily performed the assigned work. Overtime shall be first offered to Regular Employees who are assigned the work to be performed.
- d. Employees exempted from overtime under the Fair Labor Standards Act in effect on July 1, 2003, shall not receive overtime payments. They shall be eligible for up to 150 hours of administrative leave each calendar year. On January 1 of each year each such employee will be credited with 150 hours of administrative leave, there shall be no carry-over of such leave. If at the end of the year or upon separation from employment the employee has not earned a total of 150 hours of such leave, hours taken but not earned shall be deducted from the Employee's annual leave balance. Whether an Employee is paid overtime or exempted is at management's sole discretion.
- e. All employees will be compensated at their overtime rate of pay for all hours actually worked on the sixth and seventh consecutive day without a day off.

Section 2. Standby Time Pay.

- a. In cases where it is found necessary by the department head to have Employees remain available for work in a "standby status" outside of their normal working hours, the Employer shall provide the Employee who is on standby status with a paging device. This pager will be maintained by the Employer in proper working order and will have a range of not less than five (5) miles. It is understood that an Employee on standby status shall not go beyond the range of the pager's signal and emergency services Employees shall be able to respond to a call back within 15 minutes.
- b. Employees on standby status with a pager shall receive two (2) hours pay for non 56-hour Employees and ~~2.8~~ 3.5 hours pay for 56 hour/week Employees at the normal hourly rate for each 24 hours or portion thereof on standby status. If the Employer does not issue a pager to an Employee on standby status, thereby requiring the Employee to have constant access to a telephone, the Employer shall pay the Employee four (4) hours pay for non 56-hour Employees and 5.6 hours pay for 56 hour/week employees at the normal hourly rate for each 24 hours or portion thereof on standby status.

Section 3. Call Back.

- a. A 56-hour Employee called back to duty shall receive pay at a rate of 1.85 times the regular rate of his/her hourly rate, with a minimum of two (2) hours paid for each time he/she is called back.

Any time worked in excess of two (2) hours shall be rounded up to the nearest quarter hour. A non 56-hour Employee called back to duty shall receive pay at a rate of 1.5 times his/her normal hourly rate, with a minimum of three (3) hours paid for each time he/she is called back. 40-hour emergency service employees called back for a fire or medical emergency shall receive pay at a rate of 1.5 times his/her normal hourly rate, with a minimum of two (2) hours paid for each time he/she is called back.

- b. Employees called back for at least four but less than six hours shall receive a meal allowance of ~~\$10.00~~ ~~\$7.25~~. Employees called back for six or more hours shall receive a meal allowance of ~~\$20.00~~ ~~\$13.50~~.
- c. An Employee called back for medivacs will receive a minimum of four (4) hours pay at 1.85 times his/her normal hourly rate. Additional compensation will be paid at the same rate for actual hours worked for medivacs exceeding four (4) hours in duration.

Section 4. Scheduling Changes.

a. Temporary Reassignment.

40 hour Employees will be given no less than seventy-two hours notice and 56 hour employees shall be given no less than ninety-six hours notice before a temporary change in their regular work shift, or they shall receive their overtime rate of pay for hours worked within the 72 or 96 hour notice period. When a temporary reassignment is necessary, and two or more employees are equally qualified and available to perform the duties required by the reassignment, reassignment shall be governed by seniority.

The Employee with the most seniority shall have the option to take the reassignment or refuse it. Temporary shift assignments shall not exceed thirty (30) working days, except that in an emergency this limitation may be extended by mutual agreement of the Employer and the Association.

b. Permanent Reassignment.

Employees will be given no less than thirty (30) calendar days notice before a permanent change in their work shift or they will be paid at their overtime rate of pay for all hours worked within the 30-day notice period.

- c. Shift assignments shall not be used for the purpose of disciplining Employees. Assignments shall be determined by the department head but the department head shall consider any reasonable arrangement proposed by the Employees in the department.

d. Shift Differential

911 Dispatch Employees, Custodians and Employees of the MIS who are assigned to and work a shift starting between 12:00 noon and 7:59 pm shall receive 3.75% increase in pay for all hours worked in each such shift. Employees who are assigned to and work a shift starting between 8:00 pm and 5:59 am shall receive 7.5% increase in pay for all hours worked in each such shift. Shift differential shall not be included in base pay for determining leave, holiday pay or comp time.

ARTICLE 30 LEAVE AND HOLIDAYS

Section 1. Court Leave.

Employees called to serve on jury duty shall receive their regular pay. Jury duty pay, excepting reimbursement of expense money, will be assigned to the Employer. If an Employee must appear in court in connection with his/her job, he/she will be considered to be in pay status for all time connected with the court appearance.

Section 2. Injury Leave.

- a. If an Employee is injured on the job, the Employer agrees to retain the Employee and to provide ~~full net pay (after mandatory deductions) and insurance.~~ Such an Employee shall remain on injury leave until the first of either of the following events occurs:
 1. One year for emergency services Employees/six months for all other Employees; or
 2. The retirement board determines that because of the injury the Employee is entitled to retirement benefits.
- b. The retention with ~~pay and insurance~~ set forth above is expressly conditioned upon:
 1. The Employee submitting all necessary forms, reports, medical statements and all other requested information in a timely manner.
 2. The Employee making a full and proper report of the injury to the Workers' Compensation Board; and
 3. The Employee cooperating with the Mayor or his/her authorized designees in the preparation and submission of any necessary retirement forms or other such forms as the Mayor or his/her authorized designee may deem necessary.
- c. ~~Any Employee receiving payment from the Employer pursuant to this Article shall retain any Workers' Compensation benefits received as disability compensation for the injury, and the Employer will pay the balance of his/her regular pay, and such pay shall not be charged to sick leave.~~
- d. ~~Injury leave applies only to periods of absence for which an employee is receiving temporary disability payments through workers' compensation. Annual and sick leave may not be used during these periods.~~
- de. The time frames above apply for each separate injury.
- e. Employees on Injury leave on June 30, 2004, will be grand-fathered to and receive the pay benefit in the 2001-2004 contract in this section until the end of his/her eligibility period as set out in those provisions.

Section 3. Annual Leave.

- a. Each full time regular Employee shall be credited, per pay period, with annual leave with pay according to the following schedule:

Length of Service	Full-time Employee	56 hours/week Employee
0 through 2 years	4.6154 hours	6.4616 hours
over 2 years but less than 5 years	6.4616 hours	9.2308 hours
over 5 years but less than 10 years	7.6923 hours	10.7692 hours
10 years and over	9.2308 hours	12.9231 hours

- b. Accumulation of annual leave credit shall begin after completion of the probationary period or six months and shall be retroactive to the date of hire. Annual leave shall be credited at the end of each full pay period of employment. Reduction in annual leave accrual shall be reduced by 1/80 (1/112 for 56-hour employees) for each hour the Employee is on leave without pay, suspension or injury leave. Annual leave may be used at any time after six months of paid service and with the approval of the department head in whose department the Employee works.
- c. Annual leave accumulation shall not exceed 480 hours for full-time Employees and 775 hours for 56 hour/week Employees. On the first pay day after January 15 of each calendar year the Employee will be paid for annual leave accumulation in excess of the above maximums. In either case, the payment shall be based upon the Employee's normal rate of pay.
- d. Upon termination, the Employee shall be paid for any unused annual leave at the Employee's normal rate of pay.
- e. Annual leave, usage.
 - 1. Except for emergency situations and the first calendar year of employment, every Employee shall be required to use at least 80 hours (112 for 56-hour Employees) of annual leave during each year. Effective the end of the first pay period of each calendar year, each Employee's annual leave account shall be reduced by an amount equal to the difference between 80 hours and the amount of annual leave the Employee actually used.

The Employee shall not be compensated for said unused annual leave, unless the Employer has not afforded the Employee a reasonable opportunity to use 80 hours (or 112 for 56 hour employees). Only annual leave which is actually taken may count as part of the 80 hour minimum. Leave assigned to the sick leave bank or cashed in does not qualify as part of the minimum. For Employees covered by Article 29, Section 1.d., administrative leave may be used to meet the above minimums.
 - 2. Approval for annual leave shall take into consideration the demands of workload. Every reasonable effort shall be made to schedule annual leave at the convenience of the Employee. The Employer shall respond to the Employee's request for annual leave within ten (10) calendar days if the leave is requested within three months, within twenty (20) days if within six months, and thirty (30) days if within twelve months. Except as provided for 56-hour Employees, leave may not be requested more than twelve (12) months in advance.

3. Except in emergency situations, annual leave which has been approved at least sixty (60) days in advance shall not be changed without mutual agreement.
 4. Where two or more Employees within a department simultaneously request annual leave having overlapping times, the employee having the most seniority will be given his/her choice. Otherwise leave shall be granted on a first come first served basis. Where Employees are co-workers with employees of other agencies, seniority will be based on service with their respective agencies.
- f. Annual Leave Pay Advance.
Upon a written request to the payroll clerk at least fourteen calendar days prior to the last pay day before an Employee is scheduled to go on annual leave, he/she shall receive, in advance on the day before he/she leaves, all accrued annual leave pay to which he/she is entitled on all pay days occurring during his/her absence. Any Employee who works a partial pay period before going on leave may have that pay period check deposited to his/her account on the normal pay day or mailed to a prescribed address. Split periods will not be paid in advance.
- g. Cash-in.
Employees may cash in annual leave up to four times per calendar year. A minimum of 40 hours must be cashed in each time. Requests for cash-in must be received by the payroll clerk seven (7) calendar days prior to the payday the payment is desired. At no time may an Employee's annual leave balance drop below the difference between leave taken and the minimum amount of leave required to be taken as specified in Section 3.e.1. of this Article. Leave hours cashed in do not count towards the minimum hour requirement in Section 3.e.1 of this Article. Hours cashed in will be at the Employee's normal rate of pay, not including temporary increases.

Section 4. Sick Leave.

- a. Each full-time Employee shall accrue sick leave from the date of employment at the rate of 4.6154 hours per pay period, regardless of length of service.
- b. Each full-time 56 hour Employee shall accrue sick leave from the date of employment at the rate of 6.4616 hours per pay period, regardless of length of service. An Employee's sick leave accrual will be reduced by 1/80 (1/112 for 56 hour Employees) for each hour the Employee is on leave without pay, suspension, or injury leave.
- c. Sick leave may be granted only after the department head is satisfied that the absent Employee was entitled to it because of:
 1. An illness or injury which would inhibit the Employee from performing his/her duties effectively;
 2. A communicable disease;
 3. A member of his/her immediate family (spouse, children, parents) having an injury or illness requiring the attendance of the Employee;

4. Such other conditions which substantially affect the physical or psychological health and well-being of the Employee, for which the Personnel Manager shall determine, in writing, to qualify for the use of sick leave in each individual case.
5. Paternity, adoptive and bereavement leave.
 - d. Such absence may be required to be supported by a physician's certificate. Employees will not be required to provide physician's certificates for illness or injury of less than three days, unless the Employer has reasonable grounds to suspect fraud. A physician's statement must state the time period and nature of the illness or injury. Employees without sufficient sick leave to cover a period of illness or injury may use annual leave only if supported by a physician's statement.
 - e. Abuse of this sick leave policy shall be considered an attempt of fraud against the Employer.
 - f. Sick leave will be allowed for medical, dental, optical, chiropractic, optometric, and psychiatric appointments which the Employee cannot schedule for non-work time.

For services which are available locally, travel time from the Employee's work place to the place of appointment and return, will be chargeable to sick leave but is restricted to not more than thirty (30) minutes each way. For services which are not available locally, reasonable travel time to and from facilities will be chargeable to sick leave.
 - g. If the Employee terminates or retires in good standing, he/she shall receive 25% of the value of the unused sick leave after five years of service and 50% after ten years of service.

Section 5. Association Sick Leave Bank.

Members of this Bargaining Unit shall be allowed to donate annual and/or sick leave to and receive annual and/or sick leave from employees in this unit or noncovered employees. For each member with at least five years service with the borough, 25% of any transfers of leave may be taken from that member's sick leave balance. For members with 10 years or more service 50% of all such transfers may come from the member's sick leave balance. Leave donations shall be subject to the following conditions:

- a. Requests for leave donations will be made by the employee through the Human Resources Office. Requests will be forwarded to all employees and departments with a cut-off date for donations. All donations (minimum of four hours and in multiples of four) received in the Human Resources Office by that date will be used to cover periods of needed sick leave with each donating employee's account being charged an equal (four hours per charge) number of hours. Should more donated leave be available than needed, donations will be used in order of arrival in the Human Resources Office. Excess donated leave will be saved for the following payroll(s), if the individual does not report back to work. Upon return to work, any excess hours will be returned to the donating employee.
- b. The borough will convert the donated leave hours to dollars at the regular hourly rate of the donor. The dollars will then be converted to hours of leave at the hourly rate of the recipient.

- c. Donations of leave under this section will not reduce the mandatory leave usage requirements established in the agreement.
- d. Leave donations may not be used unless and until all accrued annual and sick leave have been exhausted. Donated leave does not extend the time periods contained in Section 7.b. of this Article.

Section 6. Paid Holidays.

- a. All full-time Employees (except 56 hour/week Employees) shall receive their regular compensation for the following holidays or parts thereof:

New Year's Day	(January 1)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	
Christmas Day	(December 25)

- b. AND three floating holidays (in lieu of Lincoln's Birthday on February 12, Seward's Day on the last Monday in March, and Alaska Day on October 18), to be credited to the Employee's annual leave account on the holiday. As an exception to the foregoing, Presidents' Day and Veterans' Day shall be treated as floating holidays for Maintenance Department and Solid Waste Landfill Employees.
- c. Except for 56 hour/week Employees and Employees regularly scheduled for work on a rotating shift basis, when a holiday listed in subsection a. above falls on Saturday, the preceding Friday shall be observed as a holiday; and when the holiday falls on Sunday, the following Monday shall be observed as a holiday.

For full-time employees, if a holiday falls on an Employee's normal day off, he/she shall have eight (8) hours added to his/her leave time or have the following work day off at the Employee's option subject to the Employer's needs. For Employees working more than eight (8) hours per day, if a holiday falls on the Employee's normal day off that Employee can either, at his/her option, have eight (8) hours credited to his/her annual leave account, or choose to take the preceding or following day off and have his/her annual leave account reduced by the difference between his/her normally scheduled hours and eight (8) hours subject to the Employer's needs; if the holiday falls on the Employee's normal work day, he/she will not work and will receive eight (8) hours holiday pay for that day and have his/her annual leave account reduced by the difference between his/her normally scheduled hours and eight (8) hours.

- d. Except for 56 hour/week Employees, any Employee who is required to perform work on one of the holidays listed in subsection a. above shall be compensated at one and one-half times the rate of regular pay for hours worked and shall receive eight (8) hours of holiday pay.
- e. Emergency services Employees working a 56 hour/week schedule shall be compensated for holidays in the following manner:

1. The Employer shall credit the annual leave account with 5.1692 hours for each full pay period of service. Holiday hours shall not be credited for periods of time the Employee is on leave without pay, suspension, or injury leave.
 2. When an emergency services Employee who works a 56 hour/week schedule is scheduled to work one of the holidays and does not work, his/her annual leave account shall be charged for twenty-four hours except that if the absence is because of illness, bereavement, paternity, or adoptive leave, the absence will be charged against the Employee's sick leave account.
 3. When an emergency services Employee who works a 56 hour/week is called in to work on one of the holidays, he/she shall be paid at a rate 1.85 times his normal hourly rate.
- f. Employees must be regular Employees on the work day before and work day after the holidays listed in a. and b. above to be eligible for holiday pay.

Section 7. Family and/or Medical Leave of Absence.

- a. Policy.
The following conditions apply to instances when an employee requests time off for family and medical leave of absences for a limited period with job protection and no loss of accumulated service provided the employee returns to work. It is the intent of the Employer to grant family and medical leave as required by both the Federal Family and Medical Leave Act of 1993 and the provisions of AS 23.10.500-23.10.550, whichever provides greater rights. Should AS 21.10.500 - .550 be repealed, the provisions contained in this section to comply with the law will automatically be modified to comply with the federal law only.
- b. Definition of Family and Medical Leave.
A family and/or medical leave of absence shall be defined as an approved absence available to eligible employees for up to eighteen (18) weeks of leave in any consecutive 24 month period or twelve (12) weeks in any consecutive 12 month period under particular circumstances that are critical to the life of a family member. Leave may be taken: upon the birth of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or when the employee is unable to perform the functions of his or her position because of a serious health condition.
- c. Scope of Family and Medical Leave.
The provisions of this policy shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefits plans or policies for any part of the eighteen (18) weeks of leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to paid leave under another benefit plan or policy, the employee must take the paid leave first. However, an employee may choose to enter leave without pay status and retain up to 40 hours of paid sick leave credit.
- d. Eligibility for Family and Medical Leave.
To be eligible for leave under this policy an employee must have been employed for at least 35 hours a week for six consecutive months or at least 17.5 hours a week for twelve consecutive months preceding the commencement of the leave.

e. Basic Regulations and Conditions of Family and Medical Leave.

1. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. At its discretion, the Employer may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.
2. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule.
3. Spouses who are both employed by the Employer are each entitled to a total of eighteen (18) weeks of non-concurrent leave for the birth or adoption of a child or for the care of a sick parent.
4. The Employer shall designate qualifying periods of leave as family or medical leave.

f. Notification and Reporting Requirements for Family and Medical Leave.

When the need for leave is foreseeable, such as the birth or adoption of a child or planned medical treatment, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt Employer operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

g. Status of Employee Benefits During Family and Medical Leave of Absence.

During the first eighteen weeks of family leave, the Employer must maintain the employee's coverage under any group health plan on the same conditions and at the same level as coverage would have been provided if the employee had been continuously employed during the entire leave period. However, the Employer may require an employee to pay all or part of the costs of maintaining health insurance coverage during any additional periods of unpaid leave.

h. Procedures for Requesting Family and Medical Leave.

1. Completion of Request for Family and Medical Leave of Absence Form: A request for Family and Medical Leave of Absence form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals, and forwarded to the Personnel Manager. (See attached copy of Request for Family and Medical Leave of Absence form.) If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.
2. All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: sufficient medical certification stating (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate

should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

i. Employee Status After Leave.

An eligible employee who takes family leave for the intended purpose of family leave, shall be entitled on return from such leave:

1. to be restored to the position of employment held by the employee when the leave commenced; or
2. to be restored to an equivalent position with equivalent employment benefits, pay and other conditions of employment.

j. Intermittent Leave or a Reduced Work Schedule.

An employee may take family and medical leave or medical leave intermittently if necessary. When the need for intermittent leave is foreseeable, the employee must give notice to the Employer thirty (30) days in advance of the time the leave is to begin. If the employee can not give thirty (30) days notice, he must give notice as soon as practicable. When an employee takes intermittent leave for family or medical leave purposes, the Employer may require the employee to show that the intermittent leave was medically necessary. The employee can be required to produce a health care provider certification showing that the intermittent absences are a part of, or may result from, the treatment the employee is receiving for a serious health condition. The Employer has the right to require the employee to recertify the medical necessity of the leave, which ordinarily will not be required more frequently than every thirty (30) days. However, if the Employer receives information that casts doubt on the validity of the certification, the Employer may require recertification on a more frequent basis. If the Employer for some reason suspects that the employee's doctor has misdiagnosed the condition or is fraudulently certifying the need for leave, the Employer has the right to have a doctor of its choosing examine the employee. The Employer will pay for the second examination and it will not be performed by a doctor who is employed on a regular basis by the Employer. The Employer will not contact the employee's doctor to verify the legitimacy of the certification. If the opinion of the doctor selected by the Employer differs from that of the employee's doctor, the Employer may require a third examination, at its expense, to be performed by a doctor designated or approved jointly by the Employer and the employee.

Section 8. Leave without Pay (Non-medical).

- a. Employees may be granted leave without pay not to exceed a total of 80 hours in any anniversary year at the discretion of the Personnel Manager and department head for whom the Employee works. Such leave shall not be unreasonably denied.
- b. Regular Employees may be granted leave of absence without pay in excess of 80 hours but for not more than 12 consecutive months. Requests for leave of absence without pay under this section shall be in writing and shall set forth periods of time requested for a leave of absence and shall also set forth the purpose of such leave of absence. After review of the application, leave of

absence without pay may be granted upon the approval of the department head and the Personnel Manager.

- c. Employees using leave of absence under this section shall first use accumulated leave to be followed by leave of absence without pay.
- d. During the leave of absence period all pay, all benefits, and all other conditions of employment shall become suspended until such time as the Employee returns to duty, except that portion of a leave of absence covered by the Employee's accumulated leave shall be treated as ordinary leave.
- e. All leaves of absence shall be subject to the condition that the department head may cancel leave at any time upon prior written notice to the Employee specifying a reasonable date of termination of such leave. The Mayor or his/her designee may serve notice on the Employee that his/her leave of absence is terminated and that the Employee will be advised to return to duty by a certain day or his/her employment will be terminated. Cancellation may only be for reasonable cause and the Employer's notice shall specify reasons for cancellation.
- f. Leave without pay may be terminated upon the discovery that the Employee is using said leave for purposes not approved.
- g. Employees on approved leaves of absence may be replaced with temporary employees if necessary. Returning Employees will resume their former positions with appropriate adjustments to anniversary and seniority dates.

Section 9. Paternity Leave.

~~The Borough shall grant male 40 hour employees 80 hours and male 56 hour employees 112 hours of paternity leave to be deducted from their sick leave accrual, or to be granted as annual leave if insufficient sick leave is available, or to be granted as leave without pay if insufficient annual leave is available in the same manner the Borough grants maternity leave.~~

Section.10. Adoptive Leave.

~~An Employee shall be entitled to up to a total of 80 hours of sick leave (or 112 hours in the case of 56 hour employees) to attend to activities involved in adoption proceedings and to care for newly adopted children. In the event the child to be adopted is younger than 2 years of age, an employee shall be entitled to use up to 320 hours of sick leave. Annual leave may be used if insufficient sick leave is available, or leave without pay may be used if insufficient annual leave is available. The Borough shall grant employees leave for adoption in the same manner the Borough grants maternity leave.~~

Section 11. Bereavement.

- a. Full-time Employees.
Employees shall have the option to take up to 64 hours of sick leave per instance upon notification to the Employer of a death or imminent death of a member of the Employee's immediate family. A maximum of 128 hours (2 separate qualifying periods) of sick leave may be utilized for each family member. Time taken for bereavement in excess of 128 hours shall be first charged to annual leave and then to leave without pay.
- b. 56 hour/week Employees.

Employees shall have the option to take up to 120 hours of sick leave per instance upon notification to the Employer of a death or imminent death of a member of the Employee's immediate family. A maximum of 240 hours (2 separate qualifying periods) of sick leave may be utilized per Employee in any calendar year for bereavement. Time taken for bereavement in excess of 240 hours shall first be charged to annual leave and then to leave without pay.

- c. Immediate family, for purposes of bereavement leave, is defined as spouse, children (including step, adopted and foster), son-in-law, daughter-in-law, parents, parents-in-law, siblings, brother-in-law and sister-in-law, and grandparents.
- d. Claims for bereavement leave for other than reasons of death may be required to be supported by a statement from a physician.

ARTICLE 31 INSURANCES, RETIREMENT

Section 1. Health, Life, and Travel Insurance.

- a. The Employer will provide the same level of Employee health, life and travel insurance as existed for FY 90-91 with the changes listed in this section and will pay 100% of the premiums. On July 1, 2004, the following plan changes will be implemented. Deductible levels for medical services will be increase to \$200 per person/\$600 per family per year. The Employee out of pocket limit will increase from \$500 to \$1,000 per person. and from \$1,500 to \$3,000 per family. For employees with dual healthcare coverage through the Kenai Peninsula Borough, the individual and/or family deductibles must be satisfied before benefit payment will be made. The Borough will publish a new Plan Booklet as soon as practicable after the signing of this Agreement setting out the new schedule of benefits.
- b. The coverage will also now include the following preventative procedures as a part of the regular plan benefits:
 - 12. Pap Smears one time per year at a maximum of \$150.00 per year.
 - 23. Mammography one time per year at a maximum of \$150.00 per year.
 - 34. Colon and Prostrate Exams as medically necessary prior to age 40, every two years from age 40 to age 50 and annually after age 50 at a maximum of \$150.00 per year.
 - 4. Monthly Well Baby Examinations for new born babies to 24 month of age.
- ~~c.~~ Dental Cleaning and Examination two times per year, full coverage for:
 - (a) oral examinations;
 - (b) bite-wing x-rays; and,
 - (c) prophylaxis (the cleaning and scaling of the teeth).

Only those items listed above will be paid at 100% for the usual and customary charges. The borough will pay benefits for the usual and customary charges for all other Covered Dental Expenses which exceed ~~the~~ a \$100 per person, \$300 per family, Deductible Amount at the Percentage shown in the summary plan description. All covered dental Expenses are subject to the Maximum Amount and Limitations sections of the Benefit Provision.

- ~~db.~~ As an eExceptions to subsection a. above include:

1. Chiropractic and/or Rolwing care will be limited to 1015 visits per calendar year per individual.
2. Gastric Bypass procedures will be subject to preapproval and conditioned on prerequisites set out in the plan document.
3. All visits to an Emergency Room will be subject to a \$75 co-pay for each visit (per family).

e. Voluntary Enrollment in Cost Shifting Plan Option.

If an employee's spouse voluntarily elects a plan design through his/her employer who's benefits are payable at 40% or less and another high option plan exists, benefits paid by the Borough will be reduced to 20%. Additionally, if the spouse's reduced plan design contains a maximum annual benefit payment, the benefits payable under the Borough plan will be limited to that same amount. This reduced benefit will apply to the spouse and any dependent children who are primary under the spouse's plan.

- fe. The Employer agrees to continue to maintain its defined benefit health insurance in subsection a. above. The Borough will continue to pay the monthly costs of healthcare. However, the Employees may be required to contribute to the cost of the healthcare under the following circumstances. Beginning at the conclusion of the 2004 calendar year, and each successive calendar year thereafter, the cost of healthcare will be tabulated for that year and the two preceding years (excluding all claims data for claims in excess of \$50,000) on a per person basis. If the costs of the immediate preceding year (excluding all claims data for claims in excess of \$50,000) exceeds the average of the preceding three years by more than 5%, the employees will share the costs 50/50 in excess of the three year average plus 5% with the Borough. In this event, the 50% portion to be paid by employees will be collected by payroll deduction starting the next July 1st (for a one year period).

~~The parties anticipate the average cost per employee for health care will not exceed the following:~~

~~February 1, 2001 – January 31, 2002: \$500.00 per month per employee
February 1, 2002 – January 31, 2003: \$525.00 per month per employee
February 1, 2003 – January 31, 2004: \$550.00 per month per employee~~

~~The average cost is determined from actual costs incurred by the Employer for Bargaining unit members, Borough Management, Assembly members, and Cobra participants, over a twelve month period ending on January ~~December~~ 31 of each year of the contract. In the event the actual costs exceed the monthly averages above, the difference shall be made up from the reserves listed on subsection d. below. In the event that reserves identified in subsection d. below are insufficient to cover the costs of the health care, this Agreement will be re-opened for negotiation of this Article as soon as possible after reserve is depleted.~~

- d. ~~One half the amount of money not expended by the Borough on Health Care to the extent listed in subsection c above, shall be placed in a reserve account each year. It is intended that this money be used as a reserve account to protect the health care benefits in the event the cost of benefits exceeds the amount(s) in subsection c. above. This fund balance shall begin at \$0.00 on February 1, 2001.~~

- ge. Should any law or regulation impose a tax liability on any Borough employee, the applicable provisions of this Article shall be re-opened for negotiations at the request of either party with 14 days notice.

- hf. A Health Care Committee previously established shall be continued, and shall meet no less than bi-monthly with the Consultant. The Committee shall review health care costs, utilization, and methods for cost containment. The Committee may provide health care newsletters and flyers on health care related issues. This committee will continue to be of a strictly advisory nature.
- ig. Health Trust.
Should the Alaska Public Employees Association/AFT (AFL-CIO) establish a health trust, the Association may elect to conduct a vote of its members to determine the interest in joining the health trust as an alternative to the defined benefit insurance in section a. above. In the event the vote of the membership is to seek a change from the Employer's defined benefit health insurance, the Association shall notify the Employer of its desire to meet. The parties shall meet within 30 days of the Association's notice of its desire to reopen this article of this Agreement.

Section 2.

- a. The Employer shall continue contracting with the State of Alaska's Public Employees Retirement System for retirement benefits.
- b. The Employer shall continue to offer a deferred compensation program to be funded entirely by Employee contribution.
- c. The Employer shall continue to offer an IRS "125" dependent care and health care programs. The Health Care Spending Account limit shall be established at \$3,000, and the dependent care to the maximum allowed by law.

ARTICLE 32
PHYSICALS

Section 1.

Emergency service Employees, Landfill workers and specified (by mutual agreement) Maintenance employees working with known hazardous materials shall undergo a medical exam as prescribed by the Employer at least every two years. Cost of the exam shall be borne by the Employer. The examining physician will submit a report to the Employer stating whether the Employee is or is not medically able to perform the job duties as described in the job description.

Section 2.

Unless prohibited by the Americans With Disabilities Act, if a physician determines that an Employee is unable to perform the job duties as described in the job description:

- a. For correctable conditions, the Employee shall be placed on sick leave, then annual leave, then leave without pay (medical) for a total period not to exceed six (6) months. At the end of the six (6) month period (or earlier if the condition has been corrected), the Employee shall undergo another physical examination. If the Employee is still unable to perform his/her job duties, he/she shall be administratively terminated.
- b. For permanent conditions, the Employee shall be administratively terminated.

- c. For a. and b. above, if the condition is due to an on-the-job injury, the provisions in Article 30 shall apply.

Section 3.

Employees engaged in emergency response or lifeguarding shall be subject to pre-employment, random, post-accident and reasonable suspicion drug and alcohol testing. A Labor-Management Committee shall be created to establish the procedures and conditions for these tests. The procedures and conditions of such testing shall be set out in a separate Letter of Agreement to this Agreement.

Section 4.

Emergency Response Employees shall meet minimum physical agility and fitness standards as a condition of employment. A Labor-Management Committee shall be created to establish the standards and conditions for these standards. These standards and procedures for testing shall be set out in a separate Letter of Agreement to this Agreement.

ARTICLE 33
REIMBURSABLE EXPENSES

Section 1. Travel.

- a. Employees while traveling on approved Borough business requiring an overnight stay will be reimbursed for food and lodging expenses as follows:
1. Either \$80.00 per day; or
 2. Actual expenses plus meal allowances as set out in Section 3.
- b. Employees required to travel by air will be reimbursed for airfare not to exceed the coach fare.
- c. Employees required to rent or lease vehicles or travel by taxi at their point of destination will be reimbursed for actual expenses.
- d. An employee may choose to drive a personal vehicle instead of traveling by air, and the Employee will be reimbursed either at ~~47~~ 49.5 cents per mile (~~35~~ 37.5 cents for those receiving a car allowance) or airfare, whichever is less. Round trips from the Central Peninsula area to the Anchorage/ Mat-Su area will be reimbursed at ~~\$85~~ 105. Round trips from Homer to the Anchorage/Mat-Su area will be reimbursed at ~~\$110~~ 130.

Section 2. Personal Vehicle Usage.

- a. The Borough may provide vehicles necessary to conduct official Borough business, in lieu of providing a monthly car allowance. The Borough shall give current employees receiving a car allowance (as of July 1, 2004) a minimum of six (6) months notice prior to providing each with a vehicle. Vehicles furnished by the Borough shall be four wheel drive and/or all wheel drive. Prior to developing an RFP for the purchase of vehicles, the Borough will meet with the users to gather vehicle information and specifications for employees to perform their jobs safely.

ba. Employees required to use their personal vehicle in the conduct of Borough business will be reimbursed as follows:

1. When in the best interest of the Borough and upon approval of the mayor, an Employee will be reimbursed ~~\$270.00~~ \$300.00 per month plus ~~\$.35~~ \$.375 per mile traveled on Borough business; or
2. An Employee whose vehicle is used occasionally on Borough business and less than subsection 1 above shall be reimbursed at ~~\$.47~~ \$.495 per mile for each mile driven on approved Borough business.
3. Any Employee in subsection 2 above shall receive no less than \$2.00 per trip.

Section 3. Meal Allowance.

a. A meal allowance will be allowed an Employee who is on travel status outside a radius of 30 miles from the employee's usual place of work, or when the travel requires air transportation, for at least three hours between the hours of:

Midnight to 10:00 AM	Breakfast	\$ 6.25 <u>10.00</u>
10:00 AM to 3:00 PM	Lunch	\$ 7.25 <u>10.00</u>
3:00 PM to Midnight	Dinner	\$ 13.50 <u>20.00</u>

b. The above rates are applicable within Alaska. Rates for travel outside of Alaska will apply to the same time frames, but will for each calendar year be based on the federal government local meal rate plus \$1 per meal, effective on January 1 of that calendar year.

c. These are maximum allowable rates and are intended to include tips.

d. Meal allowances will not be paid if the applicable meal is provided by the Borough paid event, conference or transportation.

eb. Emergency services employees will receive \$5.00 per shift worked for meal allowance.

fe. Employees working four (4) hours overtime shall receive a ~~\$6.25~~ 10.00 meal allowance, or Employees working six (6) hours overtime or more shall receive a ~~\$13.50~~ 20.00 meal allowance.

ARTICLE 34
OUTSIDE EMPLOYMENT

An Employee may work in other employment (including self-employment) subject to the following limitations:

- a. His/her additional job will not interfere with his/her performance as a borough employee, is not in conflict with his/her borough employment, is not worked during his/her scheduled borough work hours, and does not reflect discredit on the borough.
- b. His/her borough employment is not used to gain an unfair advantage for his/her outside employment.

- c. Borough time, equipment and supplies are not used.
- d. He/she has written, prior approval from his/her department head and the Personnel Manager. Such approval shall not be unreasonably denied and requests for such approval will be processed in a timely fashion.

ARTICLE 35
SAVINGS CLAUSE

Section 1. Violations.

If any article or part of an article of the Agreement should be decided by a court of competent jurisdiction, or by mutual agreement of the Employer and the Association, to be in violation of any federal or state law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of the Agreement shall not be affected.

Section 2. Replacement.

If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is found to be in violation of federal or state law, the parties to this Agreement shall convene for the purpose of negotiating a satisfactory substitute for the invalidated article, section, or portion thereof.

ARTICLE 36
PRINTING OF THE AGREEMENT

The parties agree that an Association representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Employer shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies.

ARTICLE 37
CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the Employer and the Association. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior Agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

ARTICLE 38
SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement and any personnel rules or policies and procedures, the terms of this Agreement shall supersede those rules or policies and procedures in their application to the Association members.

ARTICLE 39
DURATION OF THIS AGREEMENT

This Agreement shall become effective on July 1, 2004 shall continue in effect until June 30, 2007-, thereafter from year to year; provided, however that either party may give the other party written notice of its desire to terminate the agreement or to effect changes therein. Such written notice shall specify the reasons for the termination or the nature of the changes desired, as the case may be. Such notice shall be served upon the other party not less than either December 1, 2006-, or December 1st of any annual extension thereof. The parties will meet to negotiate on such termination, modifications, or amendments not less than January 31, 2007- or January 31st of any annual extensions. Nothing herein will preclude the termination, modifications or amendment of this Agreement at any time by written mutual consent of the parties.

ARTICLE 40
EXECUTION

This Agreement is executed on behalf of the Kenai Peninsula Borough by its Mayor who has been duly authorized by Resolution __, enacted by the Borough Assembly on the __ day of 2004.

This Agreement is executed on behalf of the Association as authorized by the Ratification vote which took place as recorded in the records of the Association.

This Agreement is effective as of the 1st day of July, 2004.

FOR THE KENAI PENINSULA BOROUGH

_____, Mayor
Dale Bagley

FOR THE KENAI BOROUGH EMPLOYEE ASSOCIATION

_____, Chief Negotiator
Dennis Geary

_____, Negotiator
Dick Krapp

_____, Negotiator
Eric Dabney

_____, Negotiator
Paul Knight

ATTEST:

_____, Borough Clerk

APPENDIX A

Kenai Peninsula Borough positions excluded from the Kenai Borough Employees Association:

a. Borough Clerk's Office:

1. Borough Clerk
2. Deputy Borough Clerk
3. Administrative Assistant

b. Mayor's Office:

1. Assistant to the Mayor
2. Executive Secretary
3. General Services Director
4. Systems Manager
5. ~~Emergency Management Coordinator~~
6. Administrative Assistant – General Services
7. Secretary – General Services / Risk Management
8. GIS Manager
9. Risk Manager
10. Safety Manager
11. Business Development Manager
12. Grants Manager
13. ~~Enterprise Applications Development Manager~~
14. Oil & Gas Liaison
15. Purchasing/Contracting Officer
16. Workers' Compensation Manager
17. Environmental Compliance Manager

c. Legal Office:

1. Borough Attorney
2. Assistant Borough Attorney
3. ~~Legal Assistants~~ Secretary

d. Finance Department:

1. Finance Director
2. Controller
3. ~~Purchasing & Materials Manager~~
- 4.3. Property Tax & Collections Supervisor
4. Accounting Supervisor(s)
5. Financial Planning Manager

e. Assessing Department:

1. Director of Assessing
2. Office Manager
3. ~~Residential~~ Appraisal Manager

f. Planning Department:

1. Planning Director
2. Land Management Officer ~~Borough Surveyor~~
3. Kenai River Center Manager

Tentative 2004-2007 Agreement

- g. Public Works Department:
 - 1. Capital Projects Director
 - 2. Major Capital Projects Administrator

- h. Solid Waste Department
 - 1. Solid Waste Director

- i. Maintenance Department:
 - 1. Director of Maintenance
 - 2. Maintenance Foreman

- j. Nikiski Fire Service Area:
 - 1. Fire Chief – Nikiski
 - 2. Assistant Chief – Nikiski
 - 3. Battalion Chief – Nikiski

- k. North Peninsula Recreation Service Area:
 - 1. Recreation Director

- l. Central Emergency Services:
 - 1. Chief
 - 2. Assistant Chief

- m. Road Service Area:
 - 1. Roads Director

Introduced by: Mayor
Date: 04/06/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2004-036**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF LATE-FILED SENIOR
CITIZEN AND DISABLED VETERAN EXEMPTION APPLICATIONS**

WHEREAS, the borough has received nineteen (19) requests that the borough accept late-filed applications for the senior citizen residential real property exemption; and

WHEREAS, the borough has received two (2) requests that the borough accept late-filed applications for the disabled veteran residential real property exemption; and

WHEREAS, under Alaska Statute 29.45.030(f) the governing body for good cause shown may waive a claimant's failure to make timely application for an exemption for any year;

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

SECTION 1. Upon reviewing the applications and affidavits submitted with this resolution, the assembly finds good cause for waiving the January 15 deadline for filing the Senior Citizen and Disabled Veteran Exemption applications set out in Section 2 below.

SECTION 2. That the deadline for filing applications for the Senior Citizen and Disabled Veteran real property exemptions, as applicable, for the following parcels is hereby waived for good cause:

<u>SENIOR CITIZENS</u>	<u>PARCEL NO.</u>	<u>YEAR</u>
1) Bowers, Irene R.	055-410-19	2004
2) Braunberger, Leslie G.	063-600-18	2004
3) Burford, Dallas W.	135-180-04	2004
4) Clark, James R.	165-162-40	2004
5) Dimick, Bruce A.	191-360-03	2004
6) Franke, Charles W.	063-510-34	2004
7) Fultz, Charles E.	035-310-36	2004

<u>SENIOR CITIZENS</u>	<u>PARCEL NO.</u>	<u>YEAR</u>
8) Huckabay, Riley	058-220-04	2004
9) James, Robert P.	172-310-01	2004
	172-310-07	2004
	172-053-41	2004
10) Knapp, Francis A.	133-471-05	2002, 03, 04
11) Messier, Robert	060-390-01	2004
12) Mills, C. Larry	135-230-29	2004
13) Nisita, Dianne H.	149-210-08	2004
14) Pollard, Flora E.	055-330-98	2004
15) Rea, James A.	133-280-17	2004
16) Speedy, John F.	043-340-24	2004
17) Verney, Mary E.	059-360-11	2004
18) Willard, Gerald W.	192-024-47	2004
19) Wilson, Mary Ann	059-332-28	2004
<u>DISABLED VETERANS</u>	<u>PARCEL NO.</u>	<u>YEAR</u>
1) Bowles, Delbert R.	063-370-30	2004
2) Nielsen, John M.	013-550-10	2004

SECTION 3. That the assessor shall process the applications in accordance with standard assessing department procedures for processing such applications.

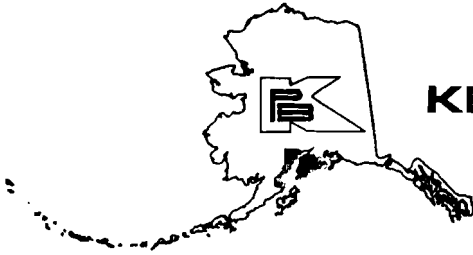
SECTION 4. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF APRIL 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907) 262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

TO: Pete Sprague, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: *E.O.* Dale Bagley, Mayor

FROM: *Shane* Shane Horan, Director of Assessing

DATE: March 25, 2004

SUBJECT: Resolution 2004-036
Late-filed senior citizen and disabled veteran exemption applications

The assessing department has received nineteen (19) late-filed applications for the senior citizen exemption and two (2) late-filed applications for the disabled veteran exemption from property taxes. The attached applications and affidavits submitted by the taxpayers explain each person's circumstances. State law was revised effective January 1, 2002, to clarify that the governing body of a municipality has the authority to waive the deadline of January 15 for filing senior citizen and disabled veteran exemption applications for any year. In February 2002 the assembly adopted Ordinance 2002-03, which allows senior citizens and permanently disabled veterans to qualify by filing once instead of every year. This should reduce the number of future late-filed applications.

If this resolution is adopted, the assessing department will accept these late-filed applications and process them as they would any other application for the 2002, 2003, and 2004 assessment years.

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-...

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR. TO QUALIFY VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 05541019 CITY OR SERVICE AREA: 58 FEB 24 2004

LEGAL DESC Lot 4 Peppy Lane Estates

NAME IRENE BOWERS

SOCIAL SECURITY # (OPTIONAL)

ADDRESS PO Box 3124

DATE OF BIRTH

CITY Soldotna STATE AK ZIP 99669

TELEPHONE #

Have you received this exemption before? Yes or No
 If YES, list the account/parcel number for the previous exemption: 05541018

SPOUSE'S NAME
 SPOUSE'S
 DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

TYPE OF DWELLING:

SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?

YES
 NO

PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR, AS OF JANUARY 1ST OF THE ASSESSMENT YEAR, I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

IRENE BOWERS
 PRINT OR TYPE OWNER OF RECORD

Irene Bowers
 SIGNATURE

2-24-04
 DATE

ASSESSOR'S USE ONLY

12/10 WD

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2004

FEB 24 2004

AFFIDAVIT OF Irene Bowers
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

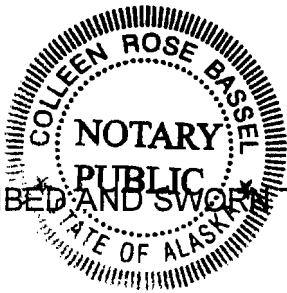
This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

Illness

FURTHER AFFIANT SAITH NAUGHT.

Dated at Soldotna, Alaska, this 24 day of Feb., 2004.



Irene Bowers
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 24 day of February, 2004.

Colleen Rose Bassel
Notary Public, State of Alaska
My Commission Expires: 6/3/07

055-410-19

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

MAR 11 4 2004

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY.
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 063 60018 CITY OR SERVICE AREA: _____

LEGAL DESC LOT 3 BIK 1 LONGMERE ESTATES PART 4

NAME LESLIE G. BRAUNBERGER

SOCIAL SECURITY #
 (OPTIONAL)
 DATE OF BIRTH

ADDRESS PO BOX 2203

CITY SOLDOTNA STATE AK ZIP 99669

TELEPHONE # _____

Have you received this exemption before? Yes or (No)
 If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
 SPOUSE'S
 DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?

- YES
 NO
 PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
 NO
 PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? _____ %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

LESLIE G. BRAUNBERGER
PRINT OR TYPE OWNER OF RECORD

Leslie G. Braunberger
SIGNATURE

3-4-04
DATE

ASSESSOR'S USE ONLY

11/88 WD 10K

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OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>PLC</u>	
TAXABLE AMOUNT:		INITIALS:	

2004

RECEIVED

MAR 04 2004

KODIAK - MCDDEPT.

AFFIDAVIT OF LESLIE G BRAUNBERGER
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

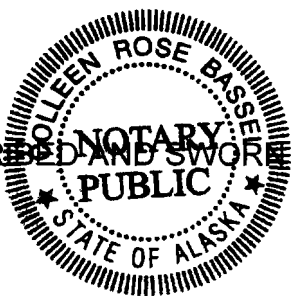
This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

WAS NOT AWARE THAT I HAD TO FILE A
REQUEST FOR SENIOR CITIZEN EXEMPTION.

FURTHER AFFIANT SAITH NAUGHT.

Dated at Seldotna, Alaska, this 7 day of March, 2004.



Leslie G. Braunberger
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORE TO before me this 7 day of March, 2004.

Colleen Rose Bassel
Notary Public, State of Alaska
My Commission Expires: 6/3/07

#063-600-18

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 13518004 CITY OR SERVICE AREA: _____

LEGAL DESC Tustumena Lake Sub US Survey 2087 lot 2

NAME Dallas W. Burford SOCIAL SECURITY # (OPTIONAL) _____
 DATE OF BIRTH _____

ADDRESS PO Box 1206 TELEPHONE # _____

CITY Kasilof STATE AK ZIP 99610 SPOUSE'S NAME _____
 SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

DO YOU OWN YOUR DWELLING?

- YES
 NO

PART OWNER: _____ % OF INTEREST

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____
 OTHER: SPECIFY _____

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Dallas W. Burford PRINT OR TYPE OWNER OF RECORD
Dallas W. Burford SIGNATURE
Jan 28, 04 DATE

ASSESSOR'S USE ONLY

0497 QCD

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OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>DK</u>		
LAND	BUILDING	TOTAL	LAND	BUILDING
TOTAL PROPERTY VALUE	OTHER ADJUSTMENTS		MUNICIPAL EXEMPTION	
OWNERSHIP INTEREST	EXEMPT VALUE	TAX CODE AREA	OTHER EXEMPTION	SEN CIT RATES
BOROUGH SVC AREA			MILL RATE	
CITY				
TOTAL EXEMPT AMOUNT:				

2004

AFFIDAVIT OF Dallas W. Burford
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

JAN 28 2004

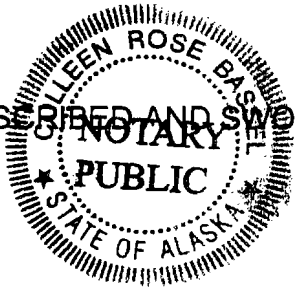
Failure to meet the filing deadline is based on the following reason(s):
Living at Tustumena Lake - no access
Come out for Supplies

FURTHER AFFIANT SAITH NAUGHT.

Dated at Seldotna, Alaska, this 28 day of January, 2004, 2003.

Dallas W. Burford
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 28 day of January, 2004, 2003.



Colleen Rose Bassel
Notary Public, State of Alaska
My Commission Expires: 1/07/07

2004

135-180-04

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(I)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 16516240

RECEIVED
 CITY OR SERVICE AREA: 68 Anchor Point Fer

MAR 15 2004

LEGAL DESC _____

NAME James R. Clark KPB ASSESSOR DEPT.

SOCIAL SECURITY #
 (OPTIONAL)
 DATE OF BIRTH

ADDRESS P.O. Box 143

TELEPHONE #

CITY Anchor Point STATE AK ZIP 99556

Have you received this exemption before? Yes or No
 If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
 SPOUSE'S
 DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

TYPE OF DWELLING:

YES
 NO

SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____
 OTHER: SPECIFY _____

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

DO YOU OWN YOUR DWELLING?

YES
 NO

YES
 NO

PART OWNER: _____ % OF INTEREST

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS 11.56.210

James R. Clark PRINT OR TYPE OWNER OF RECORD
James R. Clark SIGNATURE
3/15/04 DATE

ASSESSOR'S USE ONLY

06/94 Dec 10K

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING <input type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>BK</u>	<u>DIS</u>
TAXABLE AMOUNT:		INITIALS:	

2004

AFFIDAVIT OF James R. Clark
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

RECEIVED
MAR 15 2004
KPB ASSESSING DEPT.

Failure to meet the filing deadline is based on the following reason(s):

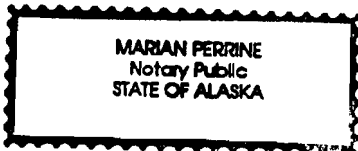
I thought the exemption was due in Jan for the preceding year. I didn't realize 2004 exemption was due Jan 15th

FURTHER AFFIANT SAITH NAUGHT.

Dated at Soldotna, Alaska, this 15 day of March, 2004.

James R. Clark
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 15th day of March, 2004.



Marian Perrine
Notary Public, State of Alaska
My Commission Expires: 6/10/2006

165-162-40

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 191-360-03 (driveway) CITY OR SERVICE AREA: _____

LEGAL DESC T085 R14W S22 5L0790006 - Bunkley Hts. Sub. Lot 3 BIK 18

NAME Bruce A. Dimick

SOCIAL SECURITY #
(OPTIONAL)
DATE OF BIRTH

ADDRESS P.O. Box 166

CITY Seldovia STATE AK ZIP 99663

TELEPHONE #

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
SPOUSE'S
DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____
 OTHER: SPECIFY _____

MARK 1 GSPU#4

DO YOU OWN YOUR DWELLING?

- YES
 NO

PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR, I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Bruce A. Dimick
PRINT OR TYPE OWNER OF RECORD

Bruce A. Dimick
SIGNATURE

3/8/04
DATE

ASSESSOR'S USE ONLY

INPUT	APPROVED	DISAPPROVED	<input type="checkbox"/> NEW FILING <input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>BAC</u>	<u>191-360-04</u> (house)
TAXABLE AMOUNT:		INITIALS:	

2004

MAR 16 2004

AFFIDAVIT OF Bruce A. Dimick
(Senior Citizen or Disabled Veteran Name)
**AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN**

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

It joins the exempted lot and has the driveway
on it. I don't know why it wasn't included

FURTHER AFFIANT SAITH NAUGHT.

Dated at Soldotna Alaska, this 10 day of March, 2004.

Bruce A. Dimick
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 10th day of March, 2004.

NOTARY PUBLIC
PEGGY G. BOSCACCI
STATE OF ALASKA

Peggy G. Boscacci
Notary Public, State of Alaska
My Commission Expires: 8-1-2005

191-360-03 Contiguous to 191-360-04 (house)
(driveway)

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # D03-570-31 CITY OR SERVICE AREA: _____

LEGAL DESC Timber Lake Estates Sub Lot 3 Block 2

NAME Charles Franke SOCIAL SECURITY # _____
 (OPTIONAL)

ADDRESS Box 3511 DATE OF BIRTH _____

CITY Soldotna STATE AK ZIP 99669 TELEPHONE # _____

Have you received this exemption before? Yes or No
 If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME _____
 SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

DO YOU OWN YOUR DWELLING?

- YES
 NO

PART OWNER: _____ % OF INTEREST

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? _____ %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR, AS OF JANUARY 1ST OF THE ASSESSMENT YEAR, I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Charles Franke
 PRINT OR TYPE OWNER OF RECORD

Charles Franke
 SIGNATURE

2/10/04
 DATE

ASSESSOR'S USE ONLY

12/23/03

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING <input type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>DC</u>	
TAXABLE AMOUNT:		INITIALS:	

RECEIVED

FEB 10 2004

KPB ASSESSING DEPT.

1004

RECEIVED
FEB 10 2004
KPB ASSESSING DEPT.

AFFIDAVIT OF Charles Fumle
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

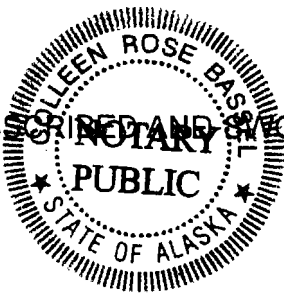
This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

Didn't know when to apply

FURTHER AFFIANT SAITH NAUGHT.

Dated at 2/10/04, Alaska, this 10th day of February, 2004.



Charles Fumle
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 10th day of February, 2004.

Colleen Rose Basel
Notary Public, State of Alaska
My Commission Expires: 6/3/07

063-510-34

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

FEB 10 2004

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 035-310-36 CITY OR SERVICE AREA: 67

LEGAL DESC 19264 Discovery Dr Tion R02W S34 SW0 880005 Nu-Hope Townsite Sub
Cabin Repat Lot 4c

NAME Fultz, Charles E & Clara M
ADDRESS P.O. Box 84
CITY Hope STATE AK ZIP 99605

SOCIAL SECURITY # (OPTIONAL)
DATE OF BIRTH
TELEPHONE #
SPOUSE'S NAME (SPOUSE'S DATE OF BIRTH)

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

DO YOU OWN YOUR DWELLING?

YES
 NO

PART OWNER: _____ % OF INTEREST

TYPE OF DWELLING:

SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

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CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Charles E. Fultz PRINT OR TYPE OWNER OF RECORD
[Signature] SIGNATURE
2-9-04 DATE

ASSESSOR'S USE ONLY

06/02 WD

INPUT	APPROVED	DISAPPROVED	<input type="checkbox"/> NEW FILING	<input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>[Signature]</u>	<u>OK</u> <u>125-020-37</u>	
LAND	BUILDING	TOTAL	LAND	BUILDING
TOTAL PROPERTY VALUE	OTHER ADJUSTMENTS		MUNICIPAL EXEMPTION	
OWNERSHIP INTEREST			OTHER EXEMPTION	
	EXEMPT VALUE	TAX CODE AREA	MILL RATE	SEN CIT RATES <u>200K</u>
BOROUGH SVC AREA				
CITY				
TOTAL EXEMPT AMOUNT:				

FEB 10 2004

AFFIDAVIT OF Charles E. Fultz
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

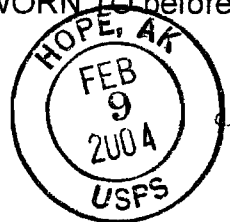
Moved from Seward to new home in Hope, AK

FURTHER AFFIANT SAITH NAUGHT.

Dated at Hope, Alaska, this 9th day of February, 2004.

Charles E. Fultz
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 9th day of February, 2004.



Linda L. Graham - Postmaster
Notary Public, State of Alaska
My Commission Expires: with me

035-310-36

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)-(I)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

**KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441**

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

2004

ACCOUNT # 05832004 CITY OR SERVICE AREA: _____

LEGAL DESC Huckabay sub #1 Tract C

NAME Riley Huckabay

SOCIAL SECURITY #
(OPTIONAL)

ADDRESS 3620 Mackey Lake Rd

DATE OF BIRTH

CITY Soldotna STATE AK ZIP 99669

TELEPHONE #

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
SPOUSE'S
DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____
 OTHER: SPECIFY _____

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

DO YOU OWN YOUR DWELLING?

- YES
 NO

- YES
 NO

PART OWNER: _____ % OF INTEREST

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

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CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Riley Huckabay
PRINT OR TYPE OWNER OF RECORD

Riley Huckabay
SIGNATURE

19 Feb 04
DATE

ASSESSOR'S USE ONLY

03/88 wd

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING <input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>pkov</u>	<u>Dence</u> 1992
TAXABLE AMOUNT:		INITIALS:	

2004

AFFIDAVIT OF Riley Huckabay
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

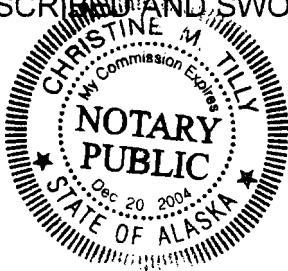
outside for medical treatment

FURTHER AFFIANT SAITH NAUGHT.

Dated at Soldotna, Alaska, this 19 day of February, 2004.

Riley Huckabay
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 19 day of February, 2004.



Christine Tilly
Notary Public, State of Alaska
My Commission Expires: 12/20/2004

#058-220-04

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(I)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 172-053-41 & # 172-310-07 & 172-310-01
 CITY OR SERVICE AREA: _____

LEGAL DESC T055 R12w S13 HM E 1/2 E 1/2 SW 1/4 SE 1/4
+ T055 R12w S13 HM0850042

NAME Robert P JAMES

SOCIAL SECURITY #
 (OPTIONAL)
 DATE OF BIRTH

ADDRESS 36745 JAMES RD

TELEPHONE #

CITY HOMER STATE AK ZIP 99603

SPOUSE'S NAM
 SPOUSE'S
 DATE OF BIRTH

S

ARE YOU THE WIDOW/WIDOWER OF A
 PREVIOUSLY QUALIFIED APPLICANT?

YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

TYPE OF DWELLING:

SINGLE FAMILY RESIDENCE on m
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK 6/11/04 SP # K-1
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?

YES
 NO
 PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH
 YOUR DWELLING IS SITUATED?

YES
 NO
 PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? None %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

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CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Robert P James / Robert P James / 2-10-04
 PRINT OR TYPE OWNER OF RECORD SIGNATURE DATE

ASSESSOR'S USE ONLY

INPUT	APPROVED	DISAPPROVED	<input type="checkbox"/> NEW FILING	<input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY	<u>on 172-310-014 07</u>	
LAND	BUILDING	TOTAL	LAND	BUILDING
TOTAL PROPERTY VALUE			MUNICIPAL EXEMPTION	
OWNERSHIP INTEREST	OTHER ADJUSTMENTS		OTHER EXEMPTION	
	EXEMPT VALUE	TAX CODE AREA	MILL RATE	SEN CIT RATES
BOROUGH SVC AREA				
CITY				
TOTAL EXEMPT AMOUNT:				

2004

Robert O. James

**AFFIDAVIT OF *Robert O. James*
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN**

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

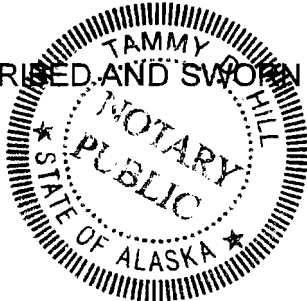
Incorrect parcel numbers - and mixup
in mailing

FURTHER AFFIANT SAITH NAUGHT.

Dated at *02/10/2004*, Alaska, this *10th* day of *FEB*, 2004.

Robert O. James
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this *10th* day of *FEB*, 2004.



Tammy D. Hill
Notary Public, State of Alaska
My Commission Expires: *Oct 2, 2004*

#172-053-41 *#172-310-07* *172-310-01*

(garden/utility) on *(Driveway) on* *(House) on*

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 13347105 CITY OR SERVICE AREA: KENAI PENINSULA BOROUGH

LEGAL DESC T03N R12W S01 KN0850031 COLES CORNER SUB LOT-5

NAME FRANCIS A. KNAPP

SOCIAL SECURITY # (OPTIONAL)

DATE OF BIRTH

ADDRESS P.O. Box 217

TELEPHONE #

CITY KASLOF STATE AK ZIP 99610

SPOUSE'S NAME
 SPOUSE'S
 DATE OF BIRTH

FIRST EXEMPTION FORM FILED YR-2001 FOR TX-YR

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
- NO

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
- NO

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
- CONDOMINIUM
- MULTI-FAMILY
- MOBILE HOME: PARK _____ OF # _____
- OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?

- YES
- NO
- PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
- NO
- PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? -2.5%

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

FRANCIS A. KNAPP
 PRINT OR TYPE OWNER OF RECORD

Francis A. Knapp
 SIGNATURE

03-11-04
 DATE

ASSESSOR'S USE ONLY

05/94 WD

INPUT	APPROVED	DISAPPROVED	<input type="checkbox"/> NEW FILING	<input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY			AGE VERIFIED BY	<u>2000 Full Exempt</u>
LAND	BUILDING	TOTAL	LAND	BUILDING
TOTAL PROPERTY VALUE			MUNICIPAL EXEMPTION	
OWNERSHIP INTEREST	OTHER ADJUSTMENTS		OTHER EXEMPTION	
	EXEMPT VALUE	TAX CODE AREA	MILL RATE	SENIOR RATES
BOROUGH SVC AREA				<u>2002</u> <u>2003</u> <u>2004</u>
CITY				
TOTAL EXEMPT AMOUNT:				

RECEIVED

MAR 12 2004

AFFIDAVIT OF Francis A. Kuapp
 (Senior Citizen or Disabled Veteran Name)
 AND APPLICATION FOR APPROVAL OF LATE FILING
 FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

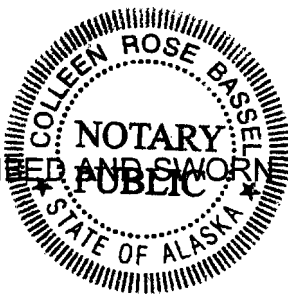
This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

Not aware of removal of
Senior Exemption due to new law
passed in 2000

FURTHER AFFIANT SAITH NAUGHT.

Dated at Soldotna, Alaska, this 12 day of March, 2004.



Francis A. Kuapp
 (Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 12 day of March, 2004.

Colleen Rose Bassel
 Notary Public, State of Alaska
 My Commission Expires: 6/3/07

133 471 05

2002
 2003
 2004

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)-(I)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 06039001 CITY OR SERVICE AREA: SOLDOTNA

LEGAL DESC PINCHART SUB LOT 1 BLOCK 16

NAME ROBERT MESSIER SOCIAL SECURITY # (OPTIONAL) _____
ADDRESS 705 SWIFT AVE. DATE OF BIRTH _____
CITY SOLDOTNA STATE AK ZIP 99669 TELEPHONE # _____

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: 13132072

SPOUSE'S NAME _____
SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?
 YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?
 YES
 NO

TYPE OF DWELLING:
 SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING? KOB ASSESSING DEPT
 YES
 NO
 PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?
 YES
 NO
 PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? NONE %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

ROBERT MESSIER Robert Messier 2/17/04
PRINT OR TYPE OWNER OF RECORD SIGNATURE DATE

ASSESSOR'S USE ONLY

INPUT	APPROVED	DISAPPROVED	<input type="checkbox"/> NEW FILING <input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY	AGE VERIFIED BY	<u>13132072</u> <u>Senior Value</u>	
TAXABLE AMOUNT:	INITIALS:	<u>June 1998</u>	

2004

AFFIDAVIT OF ROBERT MESSIER
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

RECEIVED
FEB 17 2004
KPB ASSESSING DEPT.

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

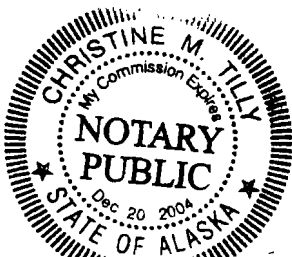
Failure to meet the filing deadline is based on the following reason(s):
MOVED FROM PREVIOUS HOUSE 114 Nov 2003

FURTHER AFFIANT SAITH NAUGHT.

Dated at SIKOTNA, Alaska, this 17 day of FEB, 2004.

Robert Messier
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 17 day of February, 2004.



Christine Tilly
Notary Public, State of Alaska
My Commission Expires: 12/20/2004

#060 390 01

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(I)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 13523029 CITY OR SERVICE AREA: 58

LEGAL DESC T05N R10W S33 KNO940024 Fishon Acres Sub 11

NAME CLarry Mills

SOCIAL SECURITY # 32
 (OPTIONAL)

ADDRESS PO Box 3518

DATE OF BIRTH

CITY Soldotna STATE AK ZIP 99669

TELEPHONE #

Have you received this exemption before? Yes or No
 If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
 SPOUSE'S
 DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
- NO

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE 4
- CONDOMINIUM Re 1
- MULTI-FAMILY
- MOBILE HOME: PARK _____ SP # _____
- OTHER: SPECIFY _____

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
- NO

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
- NO
- PART OWNER: _____ % OF INTEREST

DO YOU OWN YOUR DWELLING?

- YES
- NO
- PART OWNER: _____ % OF INTEREST

MAR 08 2004

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 7 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR, I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

CLarry Mills
 PRINT OR TYPE OWNER OF RECORD

[Signature]
 SIGNATURE

3-8-04
 DATE

ASSESSOR'S USE ONLY

06/96 VARI

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING	<input type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>b/c</u>		
TAXABLE AMOUNT:		INITIALS:		

2004

RECEIVED

MAR 08 2004

AFFIDAVIT OF C Larry Mills
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

RECEIVED

2

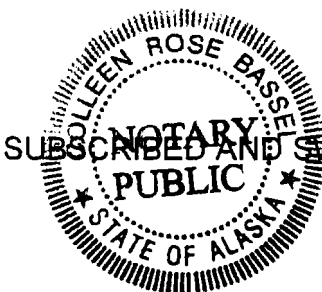
This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

New filer - didn't know date

FURTHER AFFIANT SAITH NAUGHT.

Dated at 3-8-04, Alaska, this 8 day of 2004, 2004.



C Larry Mills
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 8th day of March, 2004.

Colleen Rose Bassel
Notary Public, State of Alaska
My Commission Expires: 6/3/07

135 230 29

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

JAN 27 2004

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY. VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 14921008 CITY OR SERVICE AREA: Seward

LEGAL DESC Lowell Canyon Townhouse sublot 1 B1

NAME Dianne H Nisita

SOCIAL SECURITY # (OPTIONAL)
 DATE OF BIRTH

ADDRESS P.O. Box 1072

TELEPHONE #

CITY Seward STATE AK ZIP 99664

SPOUSE'S NAME
 SPOUSE'S
 DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

DO YOU OWN YOUR DWELLING?

YES
 NO

PART OWNER: _____ % OF INTEREST

TYPE OF DWELLING:
 SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

RECEIVED

JAN 20 2004

KENAI PENINSULA BOROUGH
 SEWARD OFFICE

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Dianne H. Nisita
 PRINT OR TYPE OWNER OF RECORD

Dianne H. Nisita
 SIGNATURE

1-20-04
 DATE

ASSESSOR'S USE ONLY

12/96 WD

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING <input type="checkbox"/> PRIOR QUALIFIED	
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>btc</u>		
LAND	BUILDING	TOTAL	LAND	BUILDING
TOTAL PROPERTY VALUE	OTHER ADJUSTMENTS		MUNICIPAL EXEMPTION	
OWNERSHIP INTEREST	EXEMPT VALUE	TAX CODE AREA	OTHER EXEMPTION	SEN CIT RATES
BOROUGH SVC AREA			MILL RATE	
CITY				
TOTAL EXEMPT AMOUNT: <u>200</u>				

RECEIVED

JAN 20 2004

KENAI PENINSULA BOROUGH
SEWARD OFFICE

AFFIDAVIT OF Dianne H. Nisita
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

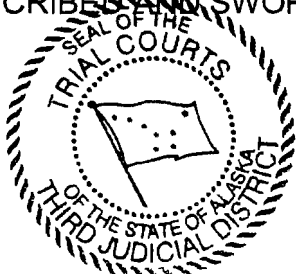
My First TIME, I THOUGHT I HAD
ALL OF JANUARY to FILE.

FURTHER AFFIANT SAITH NAUGHT.

Dated at Seward, Alaska, this 20 day of January, ~~2003~~ 2004.

Dianne H. Nisita
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 20 day of January, ~~2003~~ 2004



Elaine Buckley Clerk of Court
Notary Public, State of Alaska
My Commission Expires: with job

#149-210-08 Townhouse

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 055330 ⁹⁶ CITY OR SERVICE AREA: 58 Central Emrg. SVS.

LEGAL DESC Hall Sub. No. 8 Addn. No. 1 Lot 16

NAME Flora E Poillard

SOCIAL SECURITY # (OPTIONAL)

ADDRESS 36159 Kimberly Dr.

DATE OF BIRTH

CITY Kenai STATE AK ZIP 99611

TELEPHONE #

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
SPOUSE'S
DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

RECEIVED

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

FEB - 2 2004

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SF # _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING? KPB ASSESSING DEPT.

- YES
 NO
 PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
 NO
 PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR, I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

PRINT OR TYPE OWNER OF RECORD

SIGNATURE

Flora Poillard

DATE

2/2/04

ASSESSOR'S USE ONLY

10/03 NEW FILING PRIOR QUALIFIED
OT
Mobile

INPUT	APPROVED	DISAPPROVED	
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>BIC</u>	<u>Home</u>
TAXABLE AMOUNT:		INITIALS:	

2004

AFFIDAVIT OF Flora E. Pollard
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

Missed the deadline -
Forgot -

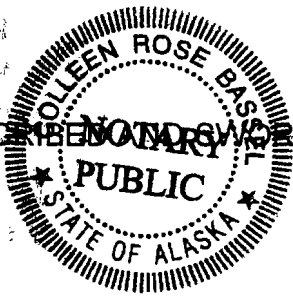
RECEIVED
FEB - 2 2004
KRE...
...DEPT.

FURTHER AFFIANT SAITH NAUGHT.

Dated at Soldotna, Alaska, this 2nd day of February, 2004.

Flora Pollard
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 2nd day of February, 2004.



Colleen Rose Basse
Notary Public, State of Alaska
My Commission Expires: 6/03/07

#05533098

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)-(I)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
 144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
 262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
 VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 13328017-2 CITY OR SERVICE AREA: Kasilof

LEGAL DESC T03N R11W S19 KN 810125 TuttleTracts 1981 sub of Tract A Lot 2

NAME Rea, James A & Donna E. SOCIAL SECURITY # _____
 (OPTIONAL)

ADDRESS P.O. Box 333 DATE OF BIRTH _____

CITY Kasilof STATE AK ZIP 99610 TELEPHONE # _____

Have you received this exemption before? Yes or No
 If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME _____
 SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

DO YOU OWN YOUR DWELLING?

- YES
 NO

PART OWNER: _____ % OF INTEREST

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____
 OTHER: SPECIFY _____

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

- YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR. AS OF JANUARY 1ST OF THE ASSESSMENT YEAR, I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS 11.56.210

James A Rea PRINT OR TYPE OWNER OF RECORD James A Rea SIGNATURE 1-27-04 DATE

ASSESSOR'S USE ONLY

08/82 QCD

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING <input type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>BK</u>	
TAXABLE AMOUNT:		INITIALS:	

RECEIVED

JAN 28 2004

ASSESSOR'S DEPT.

2004

RECEIVED

JAN 28 2004

KPB ACCOUNTING DEPT.

AFFIDAVIT OF James A Rea
 (Senior Citizen or Disabled Veteran Name)
 AND APPLICATION FOR APPROVAL OF LATE FILING
 FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

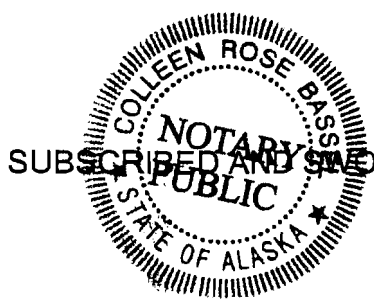
This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

Not aware of filing Deadline.

FURTHER AFFIANT SAITH NAUGHT.

Dated at Jan, Alaska, this 28 day of 2004, 2003.



James A. Rea
 (Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 28 day of January, 2004, 2003.

Colleen Rose Bassel
 Notary Public, State of Alaska
 My Commission Expires: 6/3/07

#133-280-17

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(I)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

RECEIVED

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

MAR 19 2004

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY.
VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 043 340 29 CITY OR SERVICE AREA: KENAI LOT 1 BLOCK 4
LEGAL DESC 1602 PINE AVE TOWN R11W S31 K00850209 SILVER PINES S11A PART ONE
NAME JOHN F. SPEEDY SOCIAL SECURITY # _____
ADDRESS 1602 PINE AVE (OPTIONAL) _____
CITY KENAI STATE AK ZIP 99611 DATE OF BIRTH _____
TELEPHONE # _____

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME _____
SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?
 YES
 NO
IF YES, ARE YOU AGE 60 OR OLDER?
 YES
 NO

TYPE OF DWELLING:
 SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?
 YES
 NO
 PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?
 YES
 NO
 PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.
CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210.
JOHN F. SPEEDY PRINT OR TYPE OWNER OF RECORD
John F. Speedy SIGNATURE
3-18-04 DATE

ASSESSOR'S USE ONLY

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING <input type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>BK</u>	
TAXABLE AMOUNT:		INITIALS:	

02/03 WU

2004

RECEIVED

MAR 19 2004

KFB ACCOUNTING DEPT.

AFFIDAVIT OF JOHN F. SPOEDY
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

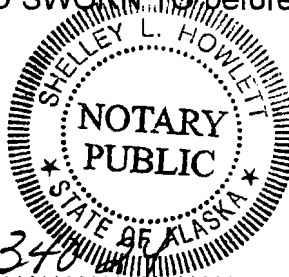
DUE TO FAMILY ILLNESS WE MISSED THE
FILE DATE.

FURTHER AFFIANT SAITH NAUGHT.

Dated at _____, Alaska, this ____ day of _____, 2004.

John F. Spedy by POA Nancy Spedy
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 19 day of March, 2004.



Shelley L. Howlett
Notary Public, State of Alaska

My Commission Expires: _____ My Commission Expires
July 18, 2007

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 05936011 CITY OR SERVICE AREA: _____

LEGAL DESC ~~FOSEA~~ Rockford Sub Lot 4 Block 8

NAME MARY E VERWEY SOCIAL SECURITY # _____
(OPTIONAL)
ADDRESS 323 W KATMAI AVE DATE OF BIRTH _____
CITY SOLDOTNA STATE AK ZIP 99669 TELEPHONE # _____

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME _____
SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

TYPE OF DWELLING:

SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?

YES
 NO
 PART OWNER: _____ % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

YES
 NO
 PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? _____ %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

MARY E VERWEY
PRINT OR TYPE OWNER OF RECORD

Mary E Verwey
SIGNATURE

1/16/04
DATE

ASSESSOR'S USE ONLY

INPUT	APPROVED	DISAPPROVED	<input checked="" type="checkbox"/> NEW FILING <input type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY	
TAXABLE AMOUNT:		INITIALS:	

11/03WD

2004

RECEIVED

JAN 16 2004

KPD ASSESSING DEPT

AFFIDAVIT OF Mary E. Vesney
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

I didn't know it had to be done
by the JAN 15th I just moved here
from Mississippi

FURTHER AFFIANT SAITH NAUGHT.

Dated at Soldotna, Alaska, this 16th day of January, 2004.

Mary E. Vesney
(Senior Citizen/and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 16th day of January, 2004.



Connie Gatling
Notary Public, State of Alaska
My Commission Expires: 6-29-2007

#059-360-11

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99689-7599
262-4441 EXT 211 OR 1-800-478-4441

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

ACCOUNT # 192 024 47 CITY OR SERVICE AREA: SELDOVIA, AK
270 ENGLISH DR. T08S R14W S31 SLO810010
LEGAL DESC T08S R14W S32 WATERFRONT SUB NO 5 LOT 30A BLOCK

NAME WILLARD GERALD W. & ALBERTA
ADDRESS P.O. Box 158
CITY SELDOVIA, AK 99663 STATE AK ZIP 99663

SOCIAL SECURITY (OPTIONAL)
DATE OF BIRTH
TELEPHONE

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
SPOUSE'S DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

DO YOU OWN YOUR DWELLING?

YES
 NO

PART OWNER: _____ % OF INTEREST

TYPE OF DWELLING:

SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME/PARK
 OTHER: SPECIFY _____

MAR 12 2004

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

YES
 NO

PART OWNER: _____ % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN ASS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.
CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS 11.56.210.
WILLARD GERALD W. & ALBERTA
DATE: 12 MARCH, 2004

ASSESSOR'S USE ONLY

06/85 WD 10K
 NEW FILING PRIOR QUALIFIED

INPUT	APPROVED	DISAPPROVED	
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY	<u>BIC</u>
TAXABLE AMOUNT:		INITIALS:	

2004

FILED

MAR 12 2004

K... ..

AFFIDAVIT OF Gerald W. Willard
(Senior Citizen or Disabled Veteran Name)
**AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN**

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

I forgot to request the application and had to
spend two months outside for a family emergency.
Time seems to be passing a full fast.
Thanks for your consideration - gww

FURTHER AFFIANT SAITH NAUGHT.

Dated at _____, Alaska, this ____ day of _____, 2004.

Gerald W. Willard
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 10 day of March, 2004.



Margaret McLunes Postmaster
Notary Public, State of Alaska
My Commission Expires: _____

192 024 47

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR SENIOR CITIZEN EXEMPTION

AS29.45.030(E)-(1)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

RECEIVED

MAR 19 2004

YOU MUST BE AGE 65 OR OLDER ON JANUARY 1ST OF THE EXEMPTION YEAR TO QUALIFY
VERIFICATION MUST ACCOMPANY INITIAL FILING

RECEIVED

ACCOUNT # 05933228

CITY OR SERVICE AREA: Soldotna

LEGAL DESC Forest Park Subdivision

NAME MARY ANN WILSON

SOCIAL SECURITY #
(OPTIONAL)

ADDRESS 127 BRIARCLIFF ST

DATE OF BIRTH

CITY SOLDOTNA STATE AK ZIP 99669

TELEPHONE #

Have you received this exemption before? Yes or No
If YES, list the account/parcel number for the previous exemption: _____

SPOUSE'S NAME
SPOUSE'S
DATE OF BIRTH

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

YES
 NO

TYPE OF DWELLING:

SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?

YES
 NO

PART OWNER: 50 % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS SITUATED?

YES
 NO

PART OWNER: 50 % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE SENIOR CITIZEN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR, I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210.

MARY ANN WILSON
PRINT OR TYPE OWNER OF RECORD

Mary Ann Wilson
SIGNATURE

3/19/04
DATE

ASSESSOR'S USE ONLY

12/82 WD 10K
 NEW FILING PRIOR QUALIFIED

INPUT	APPROVED	DISAPPROVED
OWNERSHIP & OCCUPANCY VERIFIED BY		AGE VERIFIED BY <u>b/c</u>
TAXABLE AMOUNT:		INITIALS:

2004

RECEIVED

MAR 19 2004

KFD ASSOCIATES DEPT.

AFFIDAVIT OF Mary Ann Wilson
 (Senior Citizen or Disabled Veteran Name)
 AND APPLICATION FOR APPROVAL OF LATE FILING
 FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

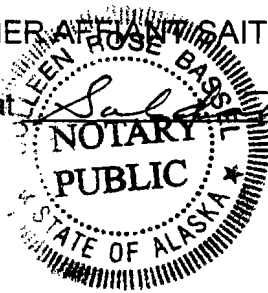
This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

Was not aware of filing deadline

FURTHER AFFIDAVIT IS UNNECESSARY.

Dated at Seldovia, Alaska, this 19 day of March, 2004.



Mary Ann Wilson
 (Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 19 day of March, 2004.

Colleen Rose Base
 Notary Public, State of Alaska
 My Commission Expires: 6/3/07

059 332 28

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR DISABLED VETERAN EXEMPTION AS29.45.030(E)

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

YOU MUST PROVIDE PROOF EACH YEAR OF 50% OR MORE DISABILITY TO QUALIFY

ACCOUNT # 063-370-30 CITY OR SERVICE AREA 58

LEGAL DESC _____

NAME Delbert R Bowles JR
ADDRESS PO Box 473
CITY Stirling STATE AK ZIP 99672

SOCIAL SECURITY # (OPTIONAL)
DATE OF BIRTH _____
TELEPHONE # _____
SPOUSE'S NAME _____
SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?

- YES
 NO

IF YES, ARE YOU AGE 60 OR OLDER?

- YES
 NO

DO YOU OWN YOUR DWELLING?

- YES
 NO

PART OWNER: _____ % OF INTEREST

TYPE OF DWELLING:

- SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____ SP # _____
 OTHER: SPECIFY _____

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS LOCATED?

- YES
 NO

PART OWNER: 50 % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? none

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE DISABLED VETERAN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

Delbert R Bowles JR [Signature] March 8, 2004
PRINT OR TYPE OWNER OR RECORDER SIGNATURE DATE

ASSESSOR'S USE ONLY

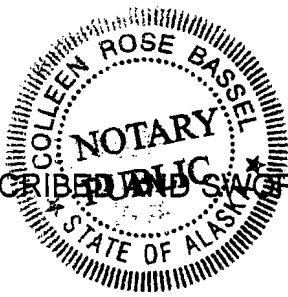
INPUT	APPROVED	DISAPPROVED	<input type="checkbox"/> NEW FILING	<input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		DISABILITY VERIFIED BY <u>VA JR</u>		<u>Disabled Resident</u>
LAND	BUILDING	TOTAL	LAND	BUILDING
TOTAL PROPERTY VALUE			MUNICIPAL EXEMPTION	
OWNERSHIP INTEREST	OTHER ADJUSTMENTS		OTHER EXEMPTION	
	EXEMPT VALUE	TAX CODE AREA	MILL RATE	DIS VET RATES
BOROUGH SVC AREA				
CITY				
TOTAL EXEMPT AMOUNT: <u>2004</u>				

AFFIDAVIT OF Delbert R. Bowles, Jr.
(Senior Citizen or Disabled Veteran Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):
switch from disabled status to VA status

FURTHER AFFIANT SAITH NAUGHT.
Dated at Soldotna, Alaska, this 8th day of March, 2004.



DR Bowles
(Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 8th day of March, 2004.

Colleen Rose Bassel
Notary Public, State of Alaska
My Commission Expires: 6/3/07

063-370-30

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

APPLICATION FOR DISABLED VETERAN EXEMPTION AS29.45.030(E)-(

DUE ON OR BEFORE JANUARY 15TH OF THE EXEMPTION YEAR

KENAI PENINSULA BOROUGH, ASSESSOR'S OFFICE
144 N BINKLEY ST, SOLDOTNA, AK 99669-7599
262-4441 EXT 211 OR 1-800-478-4441

RECEIVED
FEB 17 2004
KPB ASSESSING DEPT

YOU MUST PROVIDE PROOF EACH YEAR OF 50% OR MORE DISABILITY TO QUALIFY

ACCOUNT # 01355010 CITY OR SERVICE AREA _____

LEGAL DESC LOT 1 DOLES SUB

NAME JOHN M NICKSON
ADDRESS BOX 8604
CITY NIKISKI STATE AK ZIP 99635

SOCIAL SECURITY # (OPTIONAL)
DATE OF BIRTH _____
TELEPHONE # _____
SPOUSE'S NAME _____
SPOUSE'S DATE OF BIRTH _____

ARE YOU THE WIDOW/WIDOWER OF A PREVIOUSLY QUALIFIED APPLICANT?
 YES
 NO
IF YES, ARE YOU AGE 60 OR OLDER?
 YES
 NO

TYPE OF DWELLING:
 SINGLE FAMILY RESIDENCE
 CONDOMINIUM
 MULTI-FAMILY
 MOBILE HOME: PARK _____
 OTHER: SPECIFY _____

DO YOU OWN YOUR DWELLING?
 YES
 NO
 PART OWNER: 50 % OF INTEREST

DO YOU OWN THE LAND ON WHICH YOUR DWELLING IS LOCATED?
 YES
 NO
 PART OWNER: 50 % OF INTEREST

WHAT PORTION OF THIS PROPERTY IS USED FOR COMMERCIAL OR RENTAL PURPOSES? 0 %

KPB 5.12.105(E) The assessor may presume that property has not been occupied as a primary residence and permanent place of abode if the applicant occupied it for less than 183 days during the previous year unless the applicant provides satisfactory evidence that the failure to meet this requirement did not involve occupancy of another dwelling as a primary residence and permanent place of abode.

I HEREBY APPLY FOR THE DISABLED VETERAN EXEMPTION ON MY PROPERTY AS PROVIDED IN AS29.45.030(E) FOR THE ASSESSMENT YEAR AS OF JANUARY 1ST OF THE ASSESSMENT YEAR. I OWNED AND OCCUPIED THE ABOVE DESCRIBED PROPERTY AS MY PERMANENT PLACE OF RESIDENCE AT LEAST 183 DAYS DURING THE PREVIOUS YEAR.

CERTIFICATION: I HEREBY CERTIFY THAT THE ANSWERS GIVEN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT WILLFUL MISSTATEMENT IS PUNISHABLE BY A FINE OR IMPRISONMENT UNDER AS11.56.210

JOHN M NICKSON PRINT OR TYPE OWNER OF RECORD John Nickson SIGNATURE FEB 17 04 DATE

ASSESSOR'S USE ONLY

INPUT	APPROVED	DISAPPROVED	<input type="checkbox"/> NEW FILING	<input checked="" type="checkbox"/> PRIOR QUALIFIED
OWNERSHIP & OCCUPANCY VERIFIED BY		DISABILITY VERIFIED BY <u>late filer only</u>		
LAND	BUILDING	TOTAL	LAND	BUILDING
TOTAL PROPERTY VALUE			MUNICIPAL EXEMPTION	
OWNERSHIP INTEREST	OTHER ADJUSTMENTS		OTHER EXEMPTION	
	EXEMPT VALUE	TAX CODE AREA	MILL RATE	DIS VET RATES
BOROUGH SVC AREA				
CITY				
TOTAL EXEMPT AMOUNT: <u>2001</u>				

RECEIVED

FEB 17 2004

KPB ASSESSING DEPT

AFFIDAVIT OF John Michael Nielson
 (Senior Citizen or Disabled Veteran Name)
 AND APPLICATION FOR APPROVAL OF LATE FILING
 FOR SENIOR CITIZEN AND/OR DISABLED VETERAN

This Application is made Pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax-Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Failure to meet the filing deadline is based on the following reason(s):

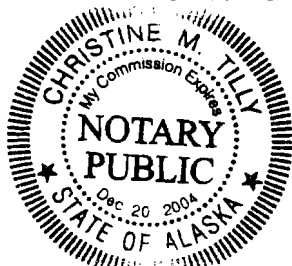
I HAD FORGOT THE LETTER WAS NEEDED TO
BE BROUGHT IN. A MISUNDERSTANDING ON MY PART.

FURTHER AFFIANT SAITH NAUGHT.

Dated at SOLDOTNA, Alaska, this 17 day of FEBRUARY, 2004.

John Michael Nielson
 (Senior Citizen and/or Disabled Veteran Signature)

SUBSCRIBED AND SWORN TO before me this 17 day of February, 2004.



Christine M. Tilly
 Notary Public, State of Alaska
 My Commission Expires: 12/20/2004

#013 55010

ASSEMBLY ACTION: APPROVAL _____ DENIAL _____

2004

Introduced by: Mayor
Date: 04/06/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2004-037**

**A RESOLUTION ADOPTING A PERSONAL PROPERTY
TAX RETURN REPORT FORM**

WHEREAS, Kenai Peninsula Borough (KPB) has adopted an ordinance providing for the taxation of aircraft using a flat tax schedule based upon Manufacturers Gross Weight with Internal Load (MGWIL); and

WHEREAS, KPB 5.12.180 requires every person owning or having an interest in or holding or controlling personal property subject to personal property tax in the borough to file a return with the assessor on or before February 15th of each year; and

WHEREAS, the required return must be in the form adopted, or altered from time to time by resolution of the assembly; and

WHEREAS, consistency and fairness in assessment of aircraft and other personal property subject to personal property tax in the borough will be facilitated by requiring submission of the information called for in the blanks and blocks on the form attached hereto as Exhibit A; and

WHEREAS, requiring the appropriate declaration on the attached report form promotes accuracy in the submissions;

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

SECTION 1. That the Kenai Peninsula Borough hereby adopts the form attached hereto as Exhibit A for submission of personal property tax return by persons owning or having an interest in or holding or controlling personal property subject to personal property tax in the borough.

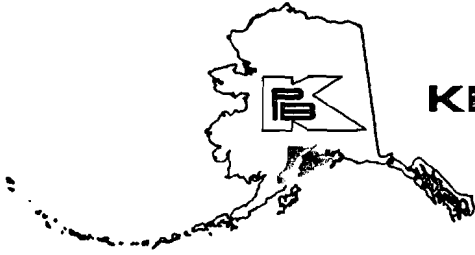
SECTION 2. That this resolution takes effect January 1, 2005.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF APRIL 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907) 262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

TO: Pete Sprague, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: *DLB* Dale Bagley, Mayor

FROM: *CT* Colette Thompson, Borough Attorney
SH Scott Holt, Finance Director
SH Shane Horan, Borough Assessor
JS John Simmons, Assistant Borough Attorney

DATE: March 4, 2004

SUBJECT: Resolution 2004-*037*, revising personal property tax return

KPB 5.12.180 requires assembly approval of personal property tax return forms. By this resolution, the assembly approves the attached personal property tax return form. The form revises the current form to be consistent with the changes contained in Ordinance 2003-45, adopting a flat tax on aircraft, and reflects the KPB 5.12.180 requirements for filing returns on personal property subject to personal property tax in the borough.

Please note that this resolution should be considered only after the assembly votes on Ordinance 2003-45, adopting a flat tax on aircraft. If that ordinance is not enacted, or is significantly amended, the administration respectfully requests an opportunity to amend the form appropriately and to submit the revised form for assembly approval.



Kenai Peninsula Borough
2005 PERSONAL PROPERTY STATEMENT

THIS IS NOT A BILL

FILING DUE DATE: FEBRUARY 15, 2005

144 N. Binkley Street, Soldotna AK 99611
 PHONE (907) 262-4441 Ext. 230 FAX (907) 262-8633
 TOLL FREE within the Borough 1-800-478-4441 Ext. 230

NAME _____
 ATTN: _____
 ADDRESS _____
 CITY ST ZIP _____

ACCOUNT # _____

INSTRUCTIONS FOR PERSONAL PROPERTY STATEMENT

THIS RETURN IS SUBJECT TO AUDIT

COMPLETE A SEPARATE RETURN FOR EACH LOCATION OR OWNER, RETURN BY FEBRUARY 15TH

- All items owned or otherwise controlled by the taxpayer on January 1 of the current assessment year shall be listed. List all boats and aircraft that are normally kept within the Kenai Peninsula Borough, even though they may be temporarily out of the borough on January 1. DO NOT LIST automobiles, snowmobiles, or household equipment.
- BUSINESS PROPERTY** – property that is used in the operation of a business and/or owned by a business should be filed on a Business Property Form.
- CHANGES IN OWNERSHIP** – Persons making return shall submit to the assessor a bill of sale or written statement providing the buyers name, address, date of sale and sale price, for any personal property that has been sold or otherwise conveyed during the previous year. This information is required to release the previous owner from tax liability.
PLEASE NOTE: THE KENAI PENINSULA BOROUGH DOES NOT PRO-RATE TAXES. IF YOU HAVE SOLD PROPERTY AFTER JANUARY 1, YOU WILL OWE THE TAX FOR THAT ENTIRE YEAR.
- DESTROYED VESSELS** – In order to remove the vessel flat tax, boat owners must provide proof of surrender of numbers from the issuing authority (Alaska DMV or National Vessel Documentation Center).
- DESTROYED AIRCRAFT** – In order to remove the Aircraft flat tax, Aircraft owner must complete the "Aircraft Statement of Condition" form and submit it to the Assessors Office with the required supporting documentation.
- SIGN AND RETURN** – Each page must be signed and returned by February 15 of each year.

TO THE TAXPAYER

EVERY PERSON SHALL according to law, submit to the assessor, a return of any property owned or controlled by him/her as of January 1 of each year, which must be filed and returned to the assessors office on or before February 15 of the same year. Any filings received after that date will be deemed delinquent and will be subject to penalty.
 If no return is filed, the assessor will estimate the value of personal property and it will be subject to 10% penalty of the resulting tax.

VALUATION – property not otherwise subject to flat tax will be assessed at its full and true market value.

FLAT TAX – Vessels having been issued an AK#, ADFG#, Document or Official Number are subject to the following flat tax schedule, regardless of value. Boats kept within the boundaries of an incorporated city are ALSO subject to a city ad valorem tax (based on value) or the city's flat tax schedule.

WATERCRAFT (BOAT) TAX SCHEDULE

Boat Class	Overall Length (feet)	ALL BOATS	TCA 20	TCA 70	TCA 10, 30, 40 or 41
		KPB Annual Tax	ADDITIONAL City of Homer Annual Tax	ADDITIONAL City of Soldotna Annual Tax	City of Kenai City of Seldovia City of Seward
1	Less than 15	\$0	\$0	\$0	Ad valorem
2	15 to less than 20	\$0	\$0	\$0	Advalorem
3	20 to less than 25	\$50	\$10	\$50	Advalorem
4	25 to less than 36	\$150	\$30	\$150	Advalorem
5	36 to less than 60	\$250	\$50	\$250	Advalorem
6	60 to less than 100	\$500	\$100	\$500	Advalorem
7	100 or more ft in length	\$1,000	\$200	\$1,000	Advalorem

Flat Tax – Aircraft that have been issued an N number by the Federal Aviation Administration (FAA) by January 1, of the tax year shall be exempted from ad valorem taxes and shall be taxed in accordance with the following flat tax schedule. Aircraft located within the boundaries of an incorporated city are ALSO subject to a city ad valorem tax (based on value) or the city's flat tax schedule.

AIRCRAFT FLAT TAX SCHEDULE BASED ON (MGWIL)

Manufacturers Gross Weight with an Internal Load

Fixed Wing			Rotorcraft/Rotary Wing		
Class	Weight	Annual Tax	Class	Weight	Annual Tax
1	Less than 3000 lbs	\$50	1	Less than 1500 lbs	\$100
2	3000 to less than 5000 lbs	\$300	2	1500 to less than 3500	\$600
3	5000 to less than 15000 lbs	\$600	3	3500 or more in weight	\$1,000
4	15000 or more in weight	\$1,000			

Exhibit A to Resolution 2004-__

NAME _____
 ATTN: _____
 ADDRESS _____
 CITY ST ZIP _____

ACCOUNT # _____

Below is a listing of the taxable personal property on file as being owned by you and located within the Kenai Peninsula Borough, in **Tax Code Area** _____. Please review the information for accuracy, note any corrections, and list the location each item is normally kept. Mark out any items that have been sold or destroyed prior to January 1, 2005 and attach supporting documentation. A valid filing requires your signature and date. This completed/ signed form must be received in our office (or postmarked) by February 15, 2005, in order to avoid late or non-filing penalties.

NOTE: Property kept in different taxing jurisdictions will be listed on a separate account.

BOATS

Item No.	Boat Class	Length (feet)	AK# .	ADFG#	CDOC#	BOAT NAME
Boat Year	Make		Model	Year Purchased	Purchase Price	PHYSICAL LOCATION (I.e. Harbor, Boat yard, property address)

Item No.	Boat Class	Length (feet)	AK# .	ADFG#	CDOC#	BOAT NAME
Boat Year	Make		Model	Year Purchased	Purchase Price	PHYSICAL LOCATION (I.e. Harbor, Boat yard, property address)

Item No.	Boat Class	Length (feet)	AK# .	ADFG#	CDOC#	BOAT NAME
Boat Year	Make		Model	Year Purchased	Purchase Price	PHYSICAL LOCATION (I.e. Harbor, Boat yard, property address)

Item No.	Boat Class	Length (feet)	AK# .	ADFG#	CDOC#	BOAT NAME
Boat Year	Make		Model	Year Purchased	Purchase Price	PHYSICAL LOCATION (I.e. Harbor, Boat yard, property address)

Item No.	Boat Class	Length (feet)	AK# .	ADFG#	CDOC#	BOAT NAME
Boat Year	Make		Model	Year Purchased	Purchase Price	PHYSICAL LOCATION (I.e. Harbor, Boat yard, property address)

(INITIAL) I declare that I DO NOT own any boats or watercraft that are located within the taxing jurisdictions of the Kenai Peninsula Borough. Vessel was removed from KPBB on _____

WARNING: If you fail to return this statement, the items listed will be assessed to you with penalty for non-filing.

I DECLARE OWNERSHIP OR CONTROL OF THE TAXABLE PERSONAL PROPERTY DETAILED ON THIS STATEMENT, AS OF JANUARY 1, 2005. I AM AWARE THAT FAILURE TO PROPERLY LIST MY ASSETS AND FILE BY THE DEADLINE MAY SUBJECT ME TO PENALTIES AS PROVIDED FOR IN STATE LAW.

PRINTED NAME (REQUIRED)

SIGNATURE (REQUIRED)

DATE (REQUIRED)

DAYTIME PHONE NUMBER

CELL PHONE NUMBER

EMAIL ADDRESS

THIS IS NOT A BILL
 Exhibit A to Resolutin 2004-____

NAME _____
 ATTN: _____
 ADDRESS _____
 CITY ST ZIP _____

ACCOUNT # _____

Below is a listing of the taxable personal property on file as being owned by you and located within the Kenai Peninsula Borough, in **Tax Code Area** _____. Please review the information for accuracy, note any corrections, and list the location each item is normally kept. Mark out any items that have been sold or destroyed prior to January 1, 2005 and attach supporting documentation. A valid filing requires your signature and date. This completed/ signed form must be received in our office (or postmarked) by February 15, 2005, in order to avoid late or non-filing penalties.

NOTE: Property kept in different taxing jurisdictions will be listed on a separate account.

AIRCRAFT

Item No.	Year Built	Make	Model	Registration Number (N#)
TTAF	SMOH	(NEW) MGWIL	Year Purchased	Purchase Price
PHYSICAL LOCATION OF AIRCRAFT (i.e. airport, air strip, property address)				

Item No.	Year Built	Make	Model	Registration Number (N#)
TTAF	SMOH	(NEW) MGWIL	Year Purchased	Purchase Price
PHYSICAL LOCATION OF AIRCRAFT (i.e. airport, air strip, property address)				

Item No.	Year Built	Make	Model	Registration Number (N#)
TTAF	SMOH	(NEW) MGWIL	Year Purchased	Purchase Price
PHYSICAL LOCATION OF AIRCRAFT (i.e. airport, air strip, property address)				

Item No.	Year Built	Make	Model	Registration Number (N#)
TTAF	SMOH	(NEW) MGWIL	Year Purchased	Purchase Price
PHYSICAL LOCATION OF AIRCRAFT (i.e. airport, air strip, property address)				

Item No.	Year Built	Make	Model	Registration Number (N#)
TTAF	SMOH	(NEW) MGWIL	Year Purchased	Purchase Price
PHYSICAL LOCATION OF AIRCRAFT (i.e. airport, air strip, property address)				

(INITIAL) I declare that I DO NOT own any aircraft that are located within the taxing jurisdictions of the Kenai Peninsula Borough. Aircraft was removed from KPFB on _____.

WARNING: If you fail to return this statement, the items listed will be assessed to you with penalty for non-filing.

I DECLARE OWNERSHIP OR CONTROL OF THE TAXABLE PERSONAL PROPERTY DETAILED ON THIS STATEMENT, AS OF JANUARY 1, 2005. I AM AWARE THAT FAILURE TO PROPERLY LIST MY ASSETS AND FILE BY THE DEADLINE MAY SUBJECT ME TO PENALTIES AS PROVIDED FOR IN STATE LAW.

PRINTED NAME (REQUIRED) _____

SIGNATURE (REQUIRED) _____

DATE (REQUIRED) _____

DAYTIME PHONE NUMBER _____

CELL PHONE NUMBER _____

EMAIL ADDRESS _____

THIS IS NOT A BILL
 Exhibit A to Resolution 2004-____

Introduced by: Long , Sprague
Date: 04/06/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2004-038**

**A RESOLUTION IN SUPPORT OF FULL FUNDING FOR THE
UNIVERSITY OF ALASKA**

- WHEREAS,** the University of Alaska has been funded below the nationwide inflation standard of 5% for 14 of the last 19 years; and
- WHEREAS,** for the first time in its history, the university system has drawn the majority of college-bound students from Alaska high schools, with 55% of last year's college-bound seniors now on state campuses compared with only 40% just four years ago; and
- WHEREAS,** 80% of students who attend college in Alaska stay to work, raise families and contribute to Alaska's well being; and
- WHEREAS,** less than half of those who leave the state for college will ever return; and
- WHEREAS,** the university is forced to offer only two-thirds of the courses that peer institutions in other states provide; and
- WHEREAS,** the university's actions to ensure accountability and efficiency have saved the university and State over \$20 million; and
- WHEREAS,** the university doubles the direct dollars to Alaska that are invested by the state. In FY02 university revenues returned \$464 million on a State investment of \$201 million; and
- WHEREAS,** the return on the State's investment in research at the university is nearly 600%; and
- WHEREAS,** in FY02 one billion dollars in direct and indirect economic activity was generated by the university directly, for an effective rate of return close to 500%; and
- WHEREAS,** the university directly employed 7,000 Alaskans in 2002 with a total payroll of \$195 million; and
- WHEREAS,** among all public and private sector employers, the university is the single largest employer in Alaska; and

WHEREAS, an additional 10,000 Alaska jobs are directly or indirectly linked to university spending; and

WHEREAS, university students directly spend an estimated \$127 million in the Alaska economy; and

WHEREAS, university budget increases between FY99 and FY04 have averaged 5.04% per year, generating new general funds \$10.6 million less than required to cover salaries and fixed costs, and 35.9 million below the Board of Regents request;

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

SECTION 1. That the Alaska State Legislature is urged to fully fund the University of Alaska, and that the Alaska State Senate is urged to join the Alaska House of Representatives in unanimously approving 15.8 million for the university as proposed in Senate Bill 283

SECTION 2. That a copy of this resolution shall be provided to Governor Murkowski, Senator Gary Stevens, Senator Thomas Wagoner, Representative Mike Chenault, Representative Paul Seaton and Representative Kelly Wolf.

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF APRIL 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk

Introduced by: Mayor
Date: 04/06/04
Hearing: 05/04/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2003-19-42**

**AN ORDINANCE APPROPRIATING \$120,000 FROM THE GENERAL FUND
FOR THE REPLACEMENT OF THE GYMNASIUM FLOOR AT
KENAI CENTRAL HIGH SCHOOL**

- WHEREAS,** each year's budget includes a select number of projects as delineated in the Capital Improvement Program which are proposed to provide improvements to the borough's school facilities; and
- WHEREAS,** the FY2003 budget included the "Kenai Central High School Gym Floor Renovation Project" on its School Revenue Capital Projects list, account No. 400.73020.03735 (\$37,500); and
- WHEREAS,** pre-bid inspections of the existing gymnasium floor revealed previously unknown, unseen and unforeseen conditions; and
- WHEREAS,** since the summer 2003 inspection, the condition of the floor has deteriorated even further to the point that the lack of integrity of the floor has compromised safety; and
- WHEREAS,** these conditions indicated that a complete replacement of the existing maple gym floor is necessary; and
- WHEREAS,** the 40+/- year age of this floor also corresponds with the American Maple Flooring Associations "anticipated lifespan" for hardwood maple gymnasium floors, making such replacement both appropriate and reasonable; and
- WHEREAS,** the project cost for removal and replacement of the existing maple gymnasium floor is now estimated at \$157,500; and
- WHEREAS,** there exists a need to fund the Kenai Central High School Gym Floor Renovation project early, prior to passage of the FY 2004-05 budget appropriation in order to allow adequate time for construction;

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

SECTION 1. That \$120,000 is appropriated from the general fund balance to account number 100.94910.00000.50400 for transfer to the School Revenue Capital Projects fund.

SECTION 2. That \$120,000 is appropriated to account number 400.73020.04735.49999 to provide and install a new maple gymnasium floor at Kenai Central High School.

SECTION 3. That the mayor is authorized to execute all documents and make all agreements deemed necessary to initiate the project.

SECTION 4. That this ordinance shall become effective immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk

Memorandum

To: Pete Sprague, Assembly President
Members, Kenai Peninsula Borough Assembly

Thru: Dale L. Bagley, Mayor *D.L.B.*

Thru: Scott Holt, Finance Director *SH*

From: David Tressler, Maintenance Director *DT*

Date: 3/25/2004

Subject: AN ORDINANCE APPROPRIATING \$120,000 FROM THE GENERAL FUND FOR THE REPLACEMENT OF THE GYMNASIUM FLOOR AT KENAI CENTRAL HIGH SCHOOL

The Kenai Central High School Gymnasium was constructed in 1964. Over the years, this 10,400 square foot maple wood floor has been completely refinished (sanded down to a bare wood surface, lines repainted and a new finish applied) several times, and in recent years, has normally received a yearly screening and new top finish coat as a preventive maintenance measure. During the summer of 2003, with funds already appropriated by the Assembly, the Maintenance Department had planned to engage the services of a gym-flooring contractor to once again completely refinish the floor.

However, during pre-bid inspections, two different gym flooring contractors independently offered the opinion that due to the overall condition of the floor, a "down to bare wood" refinishing (at a cost of roughly \$30,000 – 35,000) would simply be a waste of money.

At a number of locations throughout the gymnasium, the underlying "sleeper" structures supporting the maple flooring have broken or rotted away, and the tongue and groove flooring is sagging. The resulting "dead spots" and unevenness of the floor not only have an adverse impact upon its use as a sports surface, but cause potential safety problems for athletes as well. In some areas, the sagging floor has even affected the expansion/retraction operation of the bleachers, making them very difficult to use, adding to overall safety concerns.

Passage of this ordinance will allow the Maintenance Department to move forward with getting this project out to bid and completed during the summer 2004 construction season.

405

FINANCE DEPARTMENT FUNDS VERIFIED	
<i>\$120,000.00</i>	
ACT # <i>400.73020.04735.49999</i>	
BY <i>CBW</i>	DATE: <i>3/25/04</i>

Introduced by: Mayor
Date: 04/06/04
Hearing: 05/04/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2003-19-43**

**AN ORDINANCE APPROPRIATING \$293,091.15 FROM SOUTH PENINSULA
HOSPITAL SERVICE AREA FUND BALANCE FOR INTEREST AMOUNT DUE ON
THE SOUTH PENINSULA HOSPITAL SERVICE AREA
GENERAL OBLIGATION BONDS THAT WERE SOLD AS PART OF THE
HOSPITAL IMPROVEMENT PROJECT**

WHEREAS, on July 1, 2003, the voters of the South Peninsula Hospital (SPH) Service Area authorized the issuance of bonds in the amount not to exceed \$10,500,000 to pay the cost of hospital improvement; and

WHEREAS, bonds in the amount of \$10,290,000 were issued on September 30, 2003; and

WHEREAS, the first interest payment in the amount of \$293,091.15 is due June 1, 2004; and

WHEREAS, the SPH service area board at its _____ board meeting authorized the use of \$293,091.15 from service area fund balance for this interest payment, and

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

SECTION 1. That \$293,091.15 in South Peninsula Hospital Service Area Fund Balance is appropriated to account 601.81210.00000.50300 for transfer to the debt service fund and is then appropriated to account 300.81210.00000.44020 for interest payment of the service area general obligation bonds.

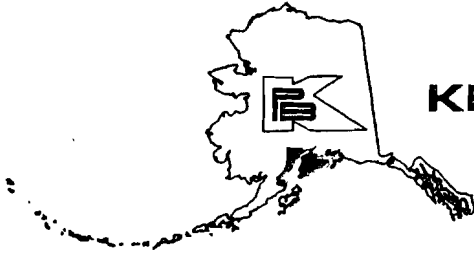
SECTION 2. That this ordinance shall become effective upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *
DAY OF * 2004.**

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

TO: Pete Sprague, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Dale Bagley, Mayor *EO*

FROM: Scott Holt, Finance Director *SH*

DATE: March 25, 2004

SUBJECT: Ordinance 2003-19- *43*, Appropriating \$293,091.15 in South Peninsula Hospital Service Area Fund Balance for interest payment on the South Peninsula Hospital Service Area General Obligation Bonds.

The attached ordinance appropriates \$293,091.15 in service area fund balance for interest payment on the service area general obligation bonds associated with the capital improvement project at South Peninsula Hospital. These bonds, which were authorized by the voters of the service area on July 1, 2003, were sold September 30, 2003. The first interest payment is due June 1, 2004.

Because the bonds were authorized after the start of the fiscal year, no provision was made in the FY04 budget for this payment. Subsequent debt requirements will be included as part of the operating budgets.

100

FINANCE DEPARTMENT FUNDS VERIFIED	
<i>\$293,091.15</i>	
ACT # <i>601.3700</i>	
BY: <i>CBW</i>	DATE: <i>3/25/04</i>

Introduced by: Martin, Moss, Long
Date: 04/06/04
Hearing: 05/04/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2003-19-44**

**AN ORDINANCE APPROPRIATING \$30,000 FOR COOK INLET AQUACULTURE
ASSOCIATION FOR A COHO ENHANCEMENT PROJECT IN THE HOMER AND
SEWARD AREAS**

- WHEREAS**, KPB 19.30.030 states, “ It is the policy of the Kenai Peninsula Borough to support responsible economic development within the borough, subject to applicable legal and fiscal restraints”; and
- WHEREAS**, the requested funds will provide for the culture and rearing of smolt within the borough for release into Resurrection Bay and Kachemak Bay; and
- WHEREAS**, the Cook Inlet Aquaculture Association has been involved in a successful coho salmon stocking project in Seward that has provided an economic benefit to local businesses; and
- WHEREAS**, this coho enhancement project will provide economic development opportunities to businesses in the Homer and Seward areas by increasing recreational opportunities; and
- WHEREAS**, the Homer Spit Fishing Lagoon provides an easy-access fishing experience to visitors of the area, including families and the disabled; and
- WHEREAS**, recreational fishing is a cornerstone to the Seward area economy; and
- WHEREAS**, this enhancement project will provide a sustainable supply of coho salmon for recreational users in the Homer and Seward areas; and
- WHEREAS**, the State of Alaska Department of Fish and Game has requested that the Cook Inlet Aquaculture Association operate a similar coho salmon stocking project at the Homer Spit; and
- WHEREAS**, local business organizations from Homer and Seward are willing to match the Borough funding; and
- WHEREAS**, the Seward portion of the project would be funded with \$15,000 from the local community, \$15,000 from the Kenai Peninsula Borough, and \$30,000 to be matched from Cook Inlet Aquaculture Association and the State of Alaska; and

WHEREAS, the Homer portion of the project would be funded with \$15,000 from the local community, \$15,000 from the Kenai Peninsula Borough, and \$30,000 to be matched from Cook Inlet Aquaculture Association and the State of Alaska;

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

SECTION 1. That notwithstanding KPB 19.30.040 - .070, \$30,000 is appropriated from the general fund balance to account number 100.94910.00000.43011 (non-departmental contract services) for a coho enhancement project.

SECTION 2. That the Mayor is authorized to execute all documents and make all agreements deemed necessary to fund this coho enhancement project.

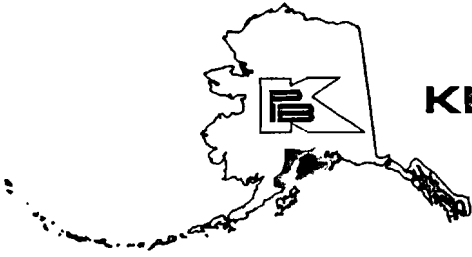
SECTION 3. This ordinance shall become effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907) 262-1892

MEMORANDUM

DALE BAGLEY
MAYOR

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

FROM: Chris Moss, Assembly Member *am*
Milli Martin, Assembly Member *MM*
Ron Long, Assembly Member *RL*

DATE: March 25, 2004

SUBJECT: Ordinance No. 2003-19- 44, Appropriating \$30,000 for the Coho Enhancement Project

The Cook Inlet Aquaculture Association and the State of Alaska have developed successful coho enhancement projects in the Homer and Seward areas. These projects have attracted thousands of visitors who have had a positive impact on the Kenai Peninsula's economy. The proposed ordinance will provide the means to continue and expand expected returns of coho salmon in the Homer and Seward areas, thereby increasing visitation and the desired positive economic impact.

These projects will provide a stable fishery resource allowing for more secure economic activity. The increased number of released fish will stabilize the return, preventing the peaks and valleys of natural cycles. They will also provide benefit to local users who rely on fish for consumption.

There is strong local interest in expanding these projects; however, the State's current fiscal situation does not allow for expanded fish production without local participation. Both the Homer and Seward communities have been actively developing a local match for this project.

In addition to attracting thousands of visitors and spurring economic development, this project will relieve pressure on local native coho stocks and their habitats. Benefits of the project are economic and sustainable.

Introduced by: Mayor
Date: 04/06/04
Hearing: 05/04/04
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2004-08**

**AN ORDINANCE AUTHORIZING A LAND EXCHANGE WITH OFFSHORE
SYSTEMS – KENAI TO ACQUIRE LAND TO SUPPORT THE NORTH PENINSULA
RECREATION SERVICE AREA CROSS-COUNTRY SKI TRAIL**

WHEREAS, a segment of the North Peninsula Recreation Service Area (NPRSA) cross-country ski trail system is located on property owned by Offshore Systems – Kenai (OSK); and

WHEREAS, OSK desires to cooperatively exchange certain land with the borough to support the NPRSA cross-country ski trail system; and

WHEREAS, the exchange will benefit both the borough and OSK; and

WHEREAS, the exchange will result in a net gain of \$9,100 in land value for OSK; and

WHEREAS, the land owned by KPB is classified as “Light Industrial” by Resolution 2001-090; and

WHEREAS, pursuant to 17.10.040, the proposed classification of the land to be acquired from OSK is “Government”; and

WHEREAS, the NPRSA board at its regularly scheduled meeting of January 26, 2004 voted unanimously to support the exchange; and

WHEREAS, the KPB Planning Commission at its regularly scheduled meeting of April 12, 2004 recommended _____.

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

SECTION 1. That the Assembly finds that exchanging the following described property is in the best interest of the borough:

Property to be conveyed to Offshore Systems - Kenai:

That portion of Tract 1, OSK Subdivision, within Section 36, Township 8 North, Range 12 West, Seward Meridian, Alaska, owned by the Kenai Peninsula Borough, containing approximately 4.22 acres.

Property to be conveyed to the borough:

That portion of Tract 2, OSK Subdivision, within Section 36, Township 8 North, Range 12 West, Seward Meridian, Alaska, owned by Offshore Systems - Kenai, containing approximately 3.5 acres, and more particularly described as follows:

Commencing at a 3 ¼" aluminum capped monument located at the Center East 1/16 corner of Section 36, stamped 4928-S, the point of beginning of this description, thence N 00°07'59" W 485.29 feet to a 2" diameter aluminum cap, stamped 4928-S, the WCMC, thence N 00°07'59" W 306.44 feet to the intersection of the Mean High Water Line of the Cook Inlet, thence along said Mean High Water Line S 67°52'23" W 103.26 feet to a point, thence continuing along said Mean High Water Line S 70°30'13" W 236.15 feet to a point, thence S 17°52'31" E 268.22 feet to a 2" diameter cap, stamped 4928-S, thence S 24°28'12" E 355.80 feet to a 2" diameter cap, stamped 4928-S, thence S 19°25'46" W 100.67 feet to the intersection of the ¼ Section Line of Section 36, thence along said ¼ Section Line N 89°58'52" E 123.88 feet to the Center East 1/16 corner of Section 36, stamped 4928-S, the Point of Beginning of this description.

This finding is based on the following facts:

- a. OSK and KPB will receive equal value as provided in the exchange agreement.
- b. The NPRSA supports this exchange, as it will benefit the NPRSA cross-country ski trail system.
- c. The land to be conveyed to OSK is not needed by the borough but is useful to OSK.

SECTION 2. That the terms and conditions of the exchange agreement, or terms and conditions substantially similar to those of the exchange agreement accompanying this ordinance are hereby approved.

SECTION 3. The mayor is authorized, pursuant to KPB 17.10.100 (C) to exchange the land described in section 1 above with OSK. The borough land shall be conveyed by Quitclaim Deed. The authorization is for exchange solely with OSK and it may not assign any rights to negotiate or enter an agreement for exchange to any other person or entity.

SECTION 4. Pursuant to KPB 17.10.230, that the Assembly authorizes an exception to the requirements of KPB 17.10.110, Notice of disposition, based on the following facts:

1. That special circumstances or conditions exist;

- a. KPB 17.10.110. Notice of Disposition, requires publishing notice of the sale four times in the 30-day period immediately preceding the date of the sale. This notice requirement is intended to make the public aware of an opportunity to purchase borough land. Publishing notice of this exchange will not serve a useful purpose as the grantee is already identified.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter;
- a. This exception to the notice requirement is not necessary to preserve a substantial property right, and the assembly hereby authorizes this exception to that finding requirement as it is impractical, and compliance is not in the best interests of the borough due to the delay and unnecessary expense it would cause.
 - b. Through the public process, notice has been provided for the North Peninsula Recreation Service Area, Planning Commission and Assembly hearings. Additional notice is not necessary to comply with the intent of KPB 17.10.
3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area;
- a. The public will receive notice of this exchange through publication of the North Peninsula Recreation Service Area, Planning Commission and Assembly meeting agendas.
 - b. Existing land uses will not be substantially altered and therefore will not be injurious to other properties.

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

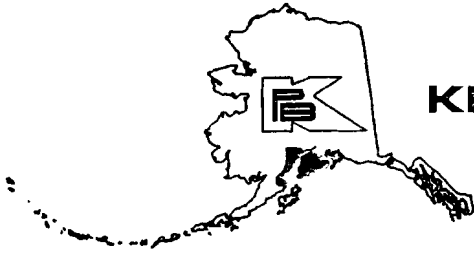
SECTION 6. That this ordinance shall take effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2004.

Pete Sprague, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

TO: Pete Sprague, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: *EO* Dale L. Bagley, Mayor
MB Max Best, Planning Director
PO Paul Ostrander, Land Management Officer

FROM: *MA* Marcus A. Mueller, Land Management Agent

DATE: March 22, 2004

SUBJECT: Ordinance 2004-*OB* An Ordinance Authorizing a Land Exchange with Offshore Systems – Kenai to Acquire Land to Support the North Peninsula Recreational Service Area Cross Country Ski Trail

The 2001 Outcry Auction, as authorized by Ordinance 2001- 31, offered Assessor Parcel Numbers 012-020-06 and 012-020-07 for sale. Offshore Systems – Kenai (OSK) purchased 012-020-07 for \$91,000. The Kenai Peninsula Borough (KPB) withdrew 012-020-06 from the sale because a long segment of the North Peninsula Recreation Service Area (NPRSA) cross-country ski trail system was known to be located on the parcel. A shorter segment of the trail was also found to be located on 012-020-07 after conveyance to OSK had occurred.

A land exchange has been proposed within parcels 012-020-06 and 012-020-07 to accommodate the NPRSA cross-country ski trail. Tracts 1 & 2, OSK SUBDIVISION, were planned to facilitate the exchange. The attached Exhibits A & B illustrate the subject properties and the proposed exchange.

Although the exchange parcels were intended to be of nearly equal value, the land exchange will result in a net gain in land value of \$9,100 for OSK. OSK will contribute \$9,100 in the exchange as outlined in the exchange agreement. OSK is desirous of the exchange because the land the borough will be conveying is suitable for expanding their operations.

The KPB Planning Commission will consider this ordinance at its regularly scheduled meeting of April 12, 2004, and the action taken will be reported to the assembly.

Exhibit A

NOTARY'S ACKNOWLEDGEMENT

TO BE COMPLETED BY THE NOTARY PUBLIC

Subscribed and sworn before me this _____ day of _____ 2003.

My commission expires _____

NOTARY PUBLIC FOR THE STATE OF ALASKA

STATEMENT OF OWNERSHIP AND DETACHMENT

I, the undersigned, being the owner of the real property described herein, do hereby certify that the same is being detached from the same and is being offered for public sale in accordance with the provisions of the Alaska Statutes, and that I have no other interest in the same.

Witness my hand and seal this _____ day of _____ 2003.

BY _____

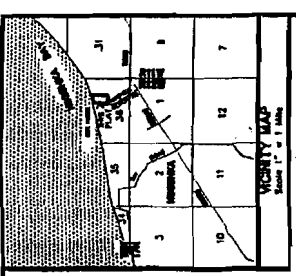
NOTARY PUBLIC FOR THE STATE OF ALASKA

LEGEND

- ⊗ 60/60 ft contour interval based on 1984 survey
- ⊙ 60/60 ft contour interval of recent and estimated
- ⊕ 30/30 ft contour interval, estimated
- ⊖ 30/30 ft contour interval, estimated
- ⊗ 30/30 ft contour interval, estimated
- ⊙ 30/30 ft contour interval, estimated
- ⊕ 30/30 ft contour interval, estimated
- ⊖ 30/30 ft contour interval, estimated
- () Proposed area

WATERWAY DIVISION

These lots are at least 200,000 square feet or equivalent 5 acres in size and are suitable for use as a waterway. The waterway is located on the eastern shore of the Kenai Peninsula, Alaska, and is subject to the jurisdiction of the Alaska Department of Environmental Conservation.



- ### NOTES
- 1) These lots are being offered for public sale in accordance with the provisions of the Alaska Statutes, and are subject to the jurisdiction of the Alaska Department of Environmental Conservation.
 - 2) The lots are being offered for public sale in accordance with the provisions of the Alaska Statutes, and are subject to the jurisdiction of the Alaska Department of Environmental Conservation.
 - 3) The lots are being offered for public sale in accordance with the provisions of the Alaska Statutes, and are subject to the jurisdiction of the Alaska Department of Environmental Conservation.
 - 4) The lots are being offered for public sale in accordance with the provisions of the Alaska Statutes, and are subject to the jurisdiction of the Alaska Department of Environmental Conservation.

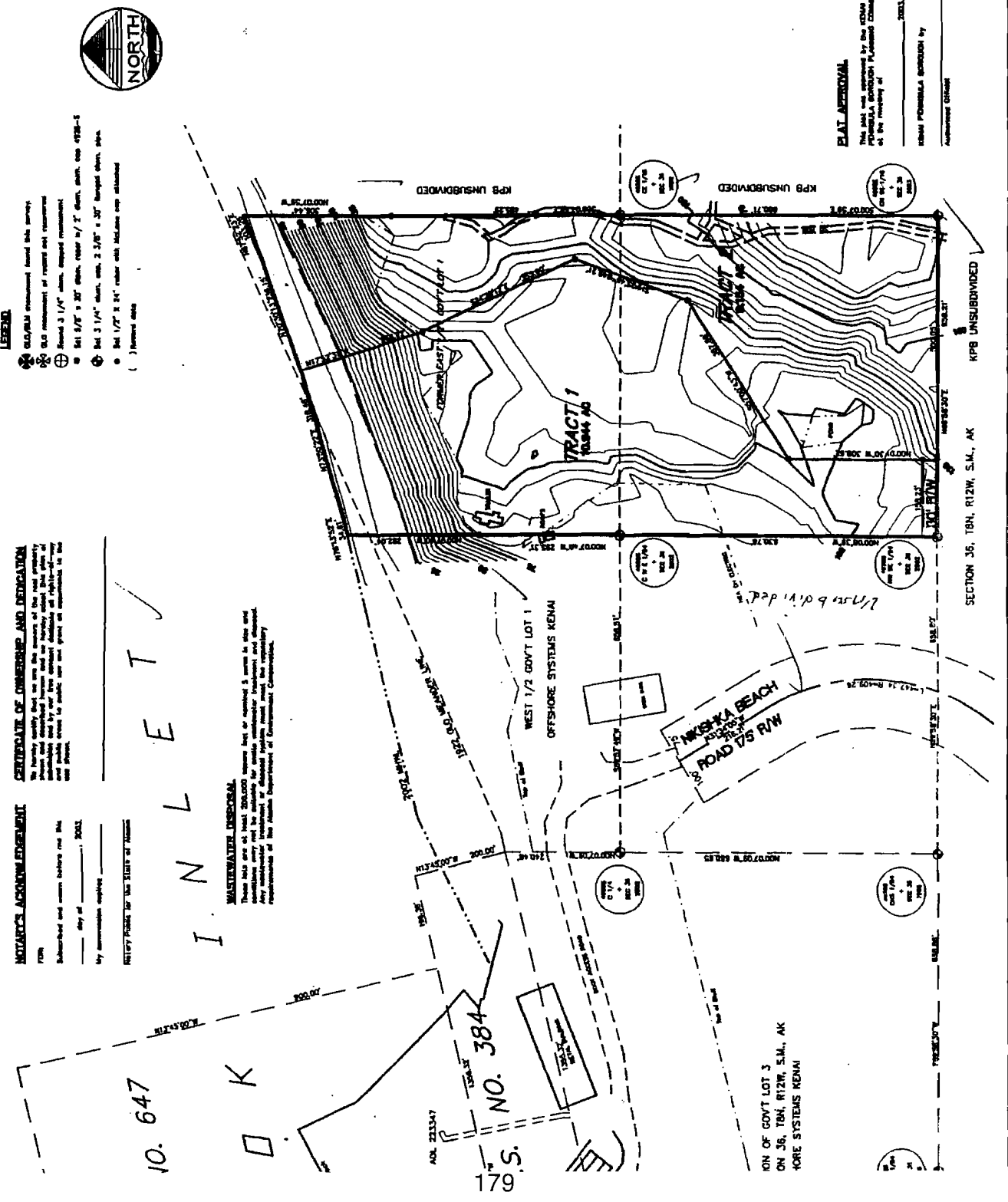
Old-020 07
-06

NK 1 P



2003-071
OSK SUBDIVISION
(A RESUBDIVISION OF 1/2 GOVT LOT 1)

Project Name	OSK SUBDIVISION
Project No.	2003-071
Location	SECTION 36, T8N, R12W, S14N, AK
Owner	WEST 1/2 GOVT LOT 1
Applicant	OSK SUBDIVISION
Prepared By	OSK SUBDIVISION
Checked By	OSK SUBDIVISION
Date	2003-071



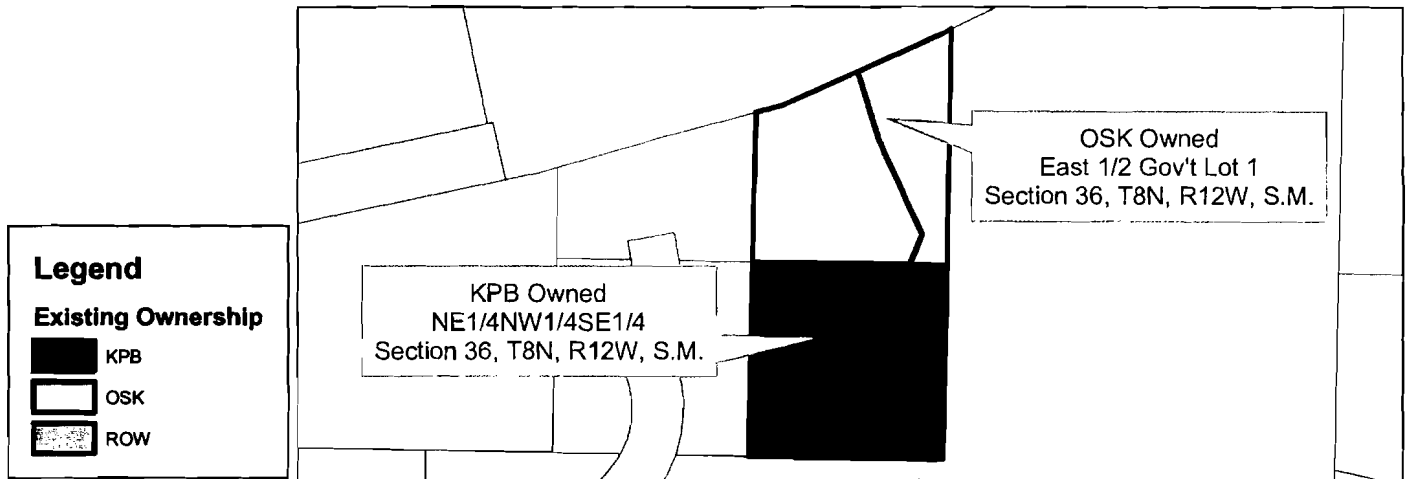
PLAT APPROVAL
This plat was approved by the DENM
PERMITS DIVISION PLANNING COMMISSION
on the 15th day of _____ 2003.

SEAL PERMITS DIVISION
DENM
PLANNING COMMISSION

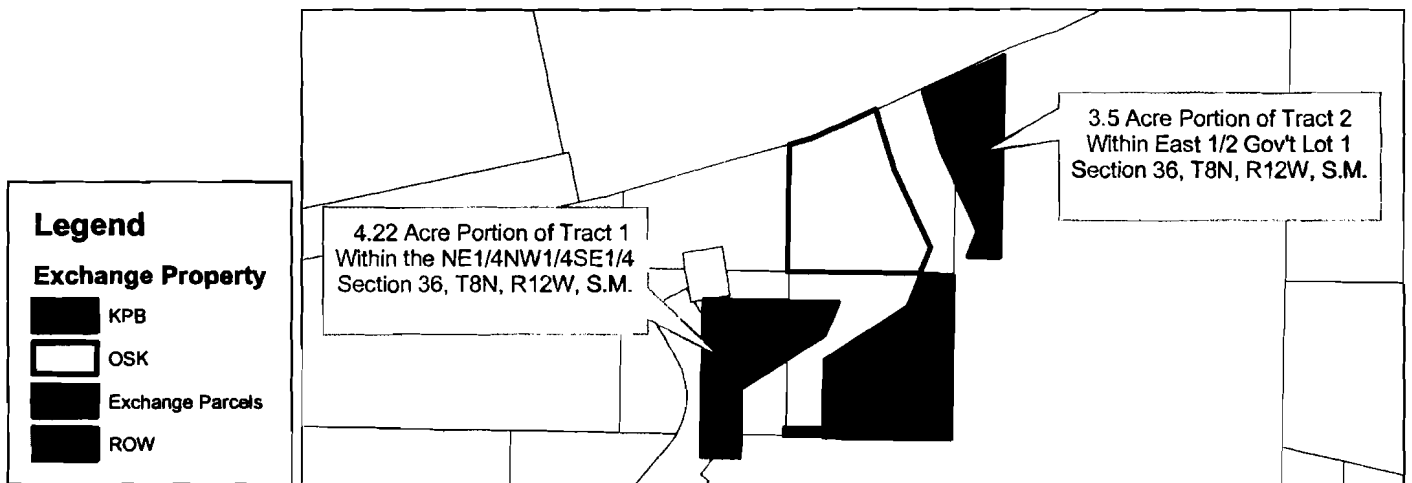
SECTION 36, T8N, R12W, S14N, AK
KPB UNSUBDIVIDED

ION OF GOVT LOT 3
ON 36, T8N, R12W, S14N, AK
ORE SYSTEMS KENAI

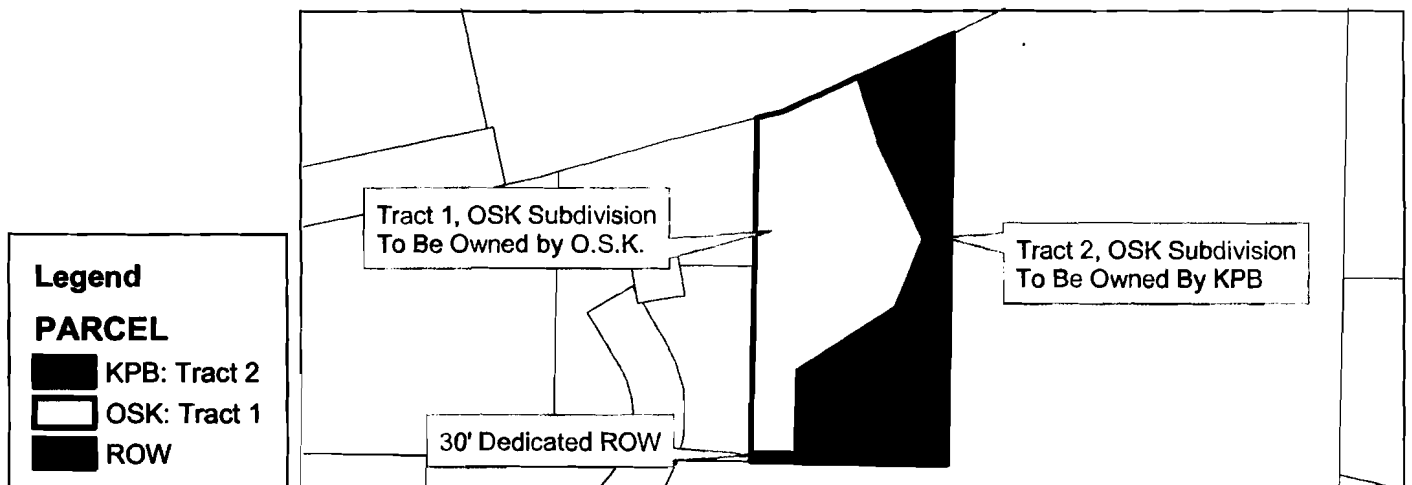
Exhibit B Proposed Property Exchange Between KPB and OSK



CURRENT OWNERSHIP



PROPERTY TO BE EXCHANGED



PROPOSED OWNERSHIP

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.

January 13, 2004



EXCHANGE AGREEMENT

This Agreement is made on this _____ of _____, 2004, 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") and OFFSHORE SYSTEMS - KENAI, an Alaska general partnership, whose address is P.O. Box 8505, Nikiski, AK 99635 (hereinafter referred to as "OSK").

1. KPB PARCEL

Subject to other applicable provisions of this Agreement, and by KPB Ordinance 2004-____ enacted _____, the KPB will convey to OSK, the following described parcel of land ("KPB Property"). The KPB makes no warranties, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the KPB Property, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, or the merchantability, profitability or fitness of the KPB Property for any particular purpose. OSK represents that it accepts title to KPB Property after having had a full opportunity to inspect the KPB Property and associated title records, and has determined them suitable for the purposes addressed by this Agreement.

Property Description

That portion of Tract 1, OSK Subdivision, within Section 36, Township 8 North, Range 12 West, Seward Meridian, Alaska, owned by the Kenai Peninsula Borough, containing approximately 4.22 acres.

2. OSK PARCEL

Subject to other applicable provisions of this Agreement, OSK will convey to KPB, the following described parcel of land ("OSK Property").

Property Description

That portion of Tract 2, OSK Subdivision, within Section 36, Township 8 North, Range 12 West, Seward Meridian, Alaska, owned by Offshore Systems - Kenai, containing approximately 3.5 acres, and more particularly described as follows:

Commencing at a 3 ¼" aluminum capped monument located at the Center East 1/16 corner of Section 36, stamped 4928-S, the point of beginning of this description, thence N 00°07'59" W 485.29 feet to a 2" diameter aluminum cap, stamped 4928-S, the WCMC, thence N 00°07'59" W 306.44 feet to the intersection of the Mean High Water Line of the Cook Inlet, thence along said Mean High Water Line S 67°52'23" W 103.26 feet to a point, thence continuing along said Mean High Water Line S 70°30'13" W 236.15 feet to a point, thence S 17°52'31" E 268.22 feet to a 2" diameter cap, stamped 4928-S, thence S 24°28'12" E 355.80 feet to a 2" diameter cap, stamped 4928-S, thence S 19°25'46" W 100.67 feet to the intersection of the ¼ Section Line of Section 36, thence along said ¼ Section Line N 89°58'52" E 123.88 feet to the Center East 1/16 corner of Section 36, stamped 4928-S, the Point of Beginning of this description.

3. CONSIDERATION

KPB and OSK agree that the property exchange alters the value of the property owned by each party, and each party recognizes the sale of the E1/2 of Government Lot 1 by KPB to OSK in the year 2001 is relevant to this exchange. The determinant of equal value in this exchange, as agreed to by each party, therefore shall be the difference between the accepted valuation of Tract 1 according to the 2004 tax assessed value and the 2001 purchase price of the E1/2 of Government Lot 1 which is as follows.

OSK Purchase Price of E1/2 of Government Lot 1	\$91,000
<u>2004 Tax Assessed Value of Tract 1</u>	<u>\$100,100</u>
Net Difference in Property Value as Exchanged	\$9,100

The consideration to be received by the KPB includes the OSK Property plus \$9,100 in cash, delivered at time of closing.

4. TITLE

A. KPB Property

Title shall be delivered at time of closing by **quitclaim deed**. KPB conveys only its interest in the property, if any, without warranty of any kind or nature whatsoever. Title shall also be subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record. KPB warrants and covenants that at the time of closing there shall

be no liens or judgments recorded against KPB in the same recording district in which the property subject to this purchase agreement is situated.

B. OSK Property

Title shall be delivered at time of closing by **warranty deed**. Title shall also be subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record. OSK warrants and covenants that at the time of closing there shall be no liens or judgments recorded against OSK in the same recording district in which the property subject to this purchase agreement is situated.

5. ESCROW AND CLOSING COSTS

Unless agreed otherwise, KPB and OSK will be responsible for their respective costs under this Agreement.

6. CLOSING

Unless otherwise agreed in writing, closing will occur within 90 days of execution of this Agreement. KPB and OSK will execute all documents required to complete the Agreement and, if applicable, establish an escrow account.

7. POSSESSION

Possession shall be delivered at time of recording.

8. BREACH REMEDY

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

9. DEFENSE AND INDEMNIFICATION

OSK shall indemnify, defend, save and hold 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 resulting from OSK performance or failure to perform in accord with the terms of this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or

omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, OSK shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

10. HAZARDOUS MATERIAL

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

11. ASSIGNMENTS

This agreement may not be assigned. OSK may not convey an interest in the subject parcel without prior written approval by the KPB.

12. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes additions or deletions hereto must be made in writing and signed by both KPB and OSK or their respective successors in interest. Provisions of this agreement, unless inapplicable on their face, shall be covenants constituting

terms and conditions of the exchange, and shall continue in full force and effect and will survive closing.

13. MISCELLANEOUS

- A. Covenants. KPB and OSK agree to comply with any Declaration of Covenants, Conditions, and Restrictions of record, affecting the respective Property.
- B. Residential Real Property Transfers Act. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfers Act, AS 34.70.010 et. seq.
- C. Development. KPB and OSK agree to comply with all federal, state, and borough regulations regarding use and development of the property, which includes but is not limited to; State of Alaska, Department of Environmental Conservation regulations regarding water and sewer installation; and if applicable, regulations of the U.S. Army Corps of Engineers regarding filling or draining any area within the property designated as wetlands by the appropriate authority.
- D. Time. Time is of the essence in performance of this Agreement.
- E. Cancellation. This agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement. This purchase agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- F. Entry or Re-entry. In the event that this agreement is terminated, canceled or forfeited, KPB or its agents, servants or representatives, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor.
- G. Fire Protection. OSK shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the land under agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the demised premises are located.

- H. Notice. Any notice or demand, which under the terms of this agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.
- I. Responsibility of Location. It shall be the responsibility of the KPB and OSK to properly locate improvements on the subject parcels.
- J. Rights of Mortgage or Lienholder. In the event of cancellation or forfeiture of a sale agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the agreement for the unexpired term thereof, subject to the same terms and conditions as in the original instrument
- K. Rights-of-way. All trails or roads in existence at the time the land is sold may be considered to be an easement for public use. Nothing herein contained shall prevent the mayor or planning director when applicable from specifically reserving such additional easements and rights-of-way across KPB lands as deemed reasonable and necessary prior to the sale thereof.
- L. Sanitation. OSK agrees to comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for promotion of sanitation. Premises under purchase or lease agreement, or permit shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of waters and lands.
- M. 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.

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

KENAI PENINSULA BOROUGH:

OSK:

Dale L. Bagley, Mayor



Ocean Marine Services, Inc., Partner
Dan Roseta, President

Dated: _____

Dated: 3-24-04



Jesse S. Wade, Partner

Dated: 3-24-04

ATTEST:

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Linda S. Murphy,
Borough Clerk

Holly B. Montague,
Assistant Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Dale L. Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

Alaska
STATE OF WASHINGTON)
Third Judicial District)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 24 day of March 2004, by ~~Don Roseta~~, President of Ocean Marine Services, Inc., partner, on behalf of Off-Shore Systems - Kenai, a general partnership.

Michael A. Peek as POA for Don Roseta

Maria E. Sweppy

Notary Public in and for ~~Washington~~ *Alaska*
My commission expires: 1-16-07

**NOTARY PUBLIC
STATE OF ALASKA
MARIA E. SWEPPY**

NOTARY ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Alaska)
Kenai Peninsula Borough)ss.
COUNTY OF _____)
Third Judicial District

The foregoing instrument was acknowledged before me this 24 day of
March 2004, by ~~Jesse S. Wade~~, partner, on behalf of Off-Shore Systems -
Kenai, a general partnership. Michael A. Peek as POA for Jesse S. Wade

**NOTARY PUBLIC
STATE OF ALASKA
MARIA E. SWEPPEY**

Maria E. Sweppy
Notary Public in and for ~~Texas~~ Alaska
My commission expires: 1-16-07

SPECIAL POWER OF ATTORNEY

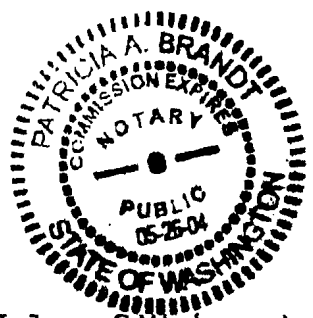
I, Dan Roseta, President of Ocean Marine Services, Inc., managing partner of Offshore Systems-Kenai, being a United States Citizen, hereby appoint Michael A. Peek as my attorney in fact, to endorse my signature for all actions necessary to effectuate the land exchange between Kenai Peninsula Borough and Offshore Systems-Kenai for lands within the proposed OSK Subdivision, (KPB File # 2003-071.)

[Signature]
Signature of Dan Roseta

State of Washington)
)SS.
County of King)

The foregoing instrument was acknowledged before me this 30 day of October, 2003, by Dan Roseta, President of Ocean Marine Services, Inc., managing partner, on behalf of Offshore Systems-Kenai, a general partnership

[Signature]
Notary Public in and for Washington
My Commission Expires: 05-26-04



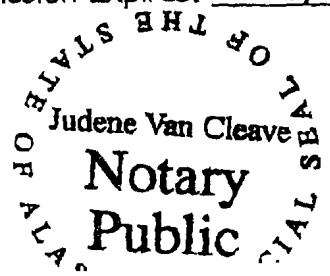
I, Jesse S Wade, partner of Offshore Systems-Kenai, being a United States Citizen, hereby appoint Michael A. Peek as my attorney in fact, to endorse my signature for all actions necessary to effectuate the land exchange between Kenai Peninsula Borough and Offshore Systems-Kenai for lands within the proposed OSK Subdivision (KPB File #2003-071)

[Signature]
Signature of Jesse S Wade

State of Alaska)
)SS.
Borough of Kenai)

The foregoing instrument was acknowledged before me this 1 day of NOVEMBER, 2003, by Jesse S. Wade, Partner of Offshore Systems-Kenai, on behalf of Offshore Systems-Kenai, a general partnership.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 10/29/07





License Detail

LicNum: 54619

Business Name: OFFSHORE SYSTEMS - KENAI

Address: Po Box 8505
NIKISKI, AK 99635

Status: Active

Original Issue:

Current Issue: 12/23/2003

Expiration: 12/31/2005

Business Type: Partnership

Tobacco Sales: No

Export: No

Line Of Business: Transportation and Warehousing

Primary Activity: Water Transportation Support Activities

Secondary Activity: Warehousing & Storage

Owners: Offshore Systems - Kenai

**NORTH PENINSULA RECREATION SERVICE AREA
MINUTES FOR JANUARY 26TH, 2004
REGULAR MEETING**

I. CALL THE MEETING TO ORDER

The meeting was called to order at 7:20 pm

II. ROLL CALL

Present were: Paul Lorenzo, Beth Jones, James Price, Patti Floyd, and Peter Mysing

III. AGENDA APPROVAL: AGENDA AMENDMENTS

Paul Lorenz moved to accept the agenda as submitted. Seconded by Patti Floyd.

MOTION PASSED.

IV. APPROVAL OF MINUTES

Paul Lorenzo moved to accept the minutes of November 24th, and December 15th, 2003 as submitted. James Price seconded. **MOTION PASSED.**

V. CORRESPONDENCE

NONE

VI. PUBLIC COMMENT/PRESENTATION

Public Hearing held at 6:30 pm had not public present, and no public present for the Regular meeting.

VII. DIRECTOR'S REPORT

Craig Chapman and Scott Holt, from Finance, were present to provide information related to the budget process. Graphs were passed to each member of the Board. The graphs contained projections for spending, fund balance, and capital projects forecast. Craig reminded the Board that within five years the S.A. would need to meet the minimum fund balance required by the Borough Ordinance, for the operation of the S.A.

Finance Director, Scott Holt, provided clarification on the budgeting process. He also indicated that his children would love swimming at the pool. The family had a pool in their backyard before moving to Alaska.

The Director reported that the transfer of Nikiski Elementary to North Peninsula Recreation S.A. is complete. The Borough Assembly approved unanimously to the transfer at their meeting on January 12th, 2004. The job of trying to hold on to items for use at the elementary school begins, especially kitchen items, and the score clock.

Karen pointed out to the Board the new video game station. The station will accommodate eight players and has four stations for different games. The foos ball table is in storage and will have the legs attached when a room becomes available.

Rachel Parra, Recreation Supervisor, reported on the Ultra Violet/Supersonic Volleyball program. Everything is moving along quit well. Enrollment is up, and she has coaches for the teams.

January, 2004 has not been a good month for the Nikiski Pool. Karen provided the Board with the information related to a septic problem, finally resolved, a problem with the boilers not firing and not hot water for the pool, and a failing heat exchanger. The boiler problem and the heat exchanger are being worked on, and prices to fix, and or replace will be forth coming.

VIII. OLD BUSINESS

NONE.

IX. NEW BUSINESS

The North Peninsula Recreation Service Area budget was presented. Information in the budget packet included: Salary costs, maintenance line item information, projected revenue, capital project transfer, projections for capital projects through 2010. Karen asked the Board if there were any questions, suggestions for the budget. She indicated that the February 16th special meeting would be for the purpose of adopting a budget, setting the mill rate, and setting recreation fees.

Paul Lorenzo moved to support the land exchange proposal between the KPB and OSK. Patti Floyd Seconded. **MOTION PASSED.**
(Attached is a copy for reference.)

James moved to approve the proposed legislation for filling vacancies within the Kenai Peninsula Borough Service Areas. Paul Lorenzo Seconded. **MOTION PASSED.**

X. ANNOUNCEMENT: Special meeting February 16th, 2004. Public Hearing 6:30 pm and Special meeting to begin at 7 pm.

XI. PUBLIC COMMENT/QUESTION/PRESENTATION

None

XII. BOARD COMMENTS:

None

XIII. EXECUTIVE SESSION:

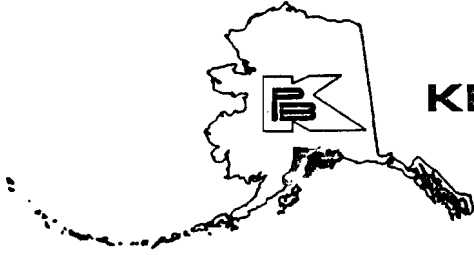
XIV. ADJOURN

Motion to adjourn Adjourned at 8:35 pm

ACTING BOARD SECRETARY

BOARD CHAIRPERSON
Beth Jones

Minutes Approved: February 16th, 2004



KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

DALE BAGLEY
MAYOR

MEMORANDUM

TO: Pete Sprague, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: *DLB* Dale L. Bagley, Borough Mayor

FROM: *MB* Max J. Best, Planning Director

DATE: March 10, 2004

SUBJECT: Name Change for North Star Elementary (KPB 1.20.010.A.)

RECEIVED
KPB
2004 MAR 11 AM 10:28
CLERKS OFFICE

The Planning Commission conducted a public hearing for the proposed name change of North Star Elementary during their regularly scheduled March 8, 2004 meeting. No one testified during the public hearing.

A motion to recommend renaming North Star Elementary to Nikiski North Star Elementary passed by unanimous consent.

Draft, unapproved minutes for the subject portion meeting are attached.

AGENDA ITEM F. PUBLIC HEARINGS

2. Name Change for North Star Elementary (KPB 1.20.010.A.)

Memo from School District

PC Meeting: 3-8-04

The Kenai Peninsula Borough School District School Board approved forwarding a name change for North Star Elementary to the Kenai Peninsula Borough for approval at its February 16, 2004 meeting. The name change request was a result of the upcoming consolidation of Nikiski Elementary and North Star Elementary.

It is hereby requested the Borough Assembly approve the name Nikiski North Star Elementary for the facility currently known as North Star Elementary.

END OF MEMORANDUM

Mr. Best commented that recently Nikiski residents were polled for suggestions for the name of the school resulting in the consolidation of Nikiski Elementary and North Star Elementary. Mark Norgren, principal of Nikiski Elementary, and Lori Manion, principal of North Star Elementary, recommended naming the combined facility Nikiski North Star Elementary. This recommendation was presented to the School Board, which approved the proposed name.

Per KPB 1.20.010, the Assembly shall determine names of schools based on recommendations submitted.

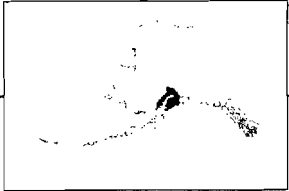
STAFF RECOMMENDATIONS: Forward a recommendation to the Assembly accepting the name the principals and School District have recommended.

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

MOTION: Commissioner Gross moved, seconded by Commissioner Massion, to recommend the name of North Star Elementary be changed to Nikiski North Star Elementary.

VOTE: The motion passed by unanimous consent.

BRYSON YES	CLARK ABSENT	FOSTER YES	GROSS YES	HOHL YES	HUTCHINSON YES	ISHAM YES
JOHNSON YES	MARTIN YES	MASSION YES	PETERSEN YES	TAURIAINEN YES	TROEGER YES	12 YES 1 ABSENT




KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Sam Stewart, Assistant Superintendent
148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 262-5846 Fax (907) 262-9645

MEMORANDUM

To: Dale Bagley, Mayor
Kenai Peninsula Borough Assembly

From: Sam Stewart, Assistant Superintendent 

Date: February 23, 2004

Re: Name Change for North Star Elementary

The Kenai Peninsula Borough School District School Board approved forwarding a name change for North Star Elementary to the Kenai Peninsula Borough for approval at its February 16, 2004 meeting. The name change request was a result of the upcoming consolidation of Nikiski Elementary and North Star Elementary.

It is hereby requested the Borough Assembly approve the name Nikiski North Star Elementary for the facility currently known as North S

RECEIVED
2004 FEB 24 AM 9:25
KP
CLERKS OFFICE



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Sam Stewart, Assistant Superintendent
148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 262-5846 Fax (907) 262-9645

MEMORANDUM

To: *Board of Education*

From: *Sam Stewart, Assistant Superintendent*

Date: *February 9, 2004*

Re: *Name change for North Star Elementary*

Pursuant to BP 7511, Naming of Facility, and due to the consolidation of Nikiski Elementary and North Star Elementary; it is recommended that North Star Elementary's name be changed to Nikiski North Star Elementary at the beginning of the 2004-2005 school year.

Upon Board approval, the request for the name change will be forwarded to the Borough and the State Department of Education for approval.

Attachment: Feb. 5, 2004 Letter from Mark Norgren and Lori Manion



Nikiski Elementary
&
North Star Elementary
CONSOLIDATION



Nikiski Elementary
P.O. Box 8229
Nikiski, AK 99635
Mark Norgren, Principal
Email: mnorgren@kpbsd.k12.ak.us
(907) 776-8533, 776-5656 FAX

North Star Elementary
P.O. Box 8629
Nikiski, AK 99635
Lori Manion, Principal
Email: lmanion@kpbsd.k12.ak.us
(907) 776-5575, 776-8423 FAX

Thursday, February 05, 2004



Dear Dr. Peterson;

We would like to submit the following name change:

Current Name:

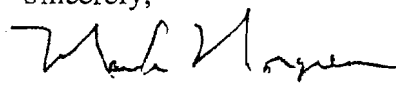
Site 52 – North Star Elementary Nighthawks Blue/Gold


Proposed Name Change:

Site 52 – Nikiski North Star Elementary Shooting Stars Blue/Gold

It is our hope that these changes can be implemented beginning the 2004-05 school year.

Sincerely,


Mark Norgren
Nikiski Elementary


Lori A. Manion
North Star Elementary

