Kenai Peninsula Borough

ASSEMBLY PACKET
September 1, 2009
7:00 P.M.

Borough Assembly Chambers
144 North Binkley
Soldotna
## September 2009 Monthly Planner

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APC = Advisory Planning Commission; FSA = Fire Service Area; SA = Service Area; MAG = Mayor's Advisory Group
## October 2009

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### Events

- **4**
  - 7:00 PM Seward/Bear Creek Flood SA
  - 7:00 PM Anchor Point APC

- **5**
  - 7:00 PM Anchorage APC
  - Election Day

- **6**
  - 6:00 PM Cooper Landing APC
  - 7:00 PM Moose Pass APC

- **7**
  - 6:00 PM South Pen Hospital SA
  - 7:00 PM KESA

- **8**
  - 5:30 PM Plat Committee & 7:30 PM Planning Commission Packet Deadline
  - 7:00 PM North Pen RSA Packet Deadline

- **11**
  - 12:00 PM Lowell Point Emergency SA
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- **21**
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- **25**
  - 5:30 PM Plat Committee & 7:30 PM Planning Commission
  - 7:00 PM North Pen RSA Packet Deadline

- **28**
  - 7:00 PM Assembly Meeting

### Absentee Voting Period

- **13**
  - Oct 8-12

**APC = Advisory Planning Commission; FSA = Fire Service Area; SA = Service Area; MAG = Mayor’s Advisory Group**
SEPTEMBER
1 Assembly Meeting
15 Assembly Meeting

OCTOBER
6 Regular Borough Election
13 Assembly Meeting
27 Assembly Meeting

NOVEMBER
10 Assembly Meeting
16 AML Annual Conference in Anchorage 11/16-11/20

DECEMBER
1 Assembly Meeting

JANUARY
5 Assembly Meeting
Kenai Peninsula Borough Assembly

Assembly Meeting Schedule

TUESDAY, SEPTEMBER 1, 2009

3:00 PM  Finance Committee
Followed By  Lands Committee
Followed By  Policies and Procedures Committee
Followed By  Legislative Committee
7:00 PM  Regular Assembly Meeting

All meetings listed above will be held in:

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

M. PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2009-19-04: Appropriating $12,595.50 in Supplemental Funding for the Purchase and Installation of a Consolette and Antenna System by the Kachemak Emergency Service Area (Mayor) .................................................. 25

O. NEW BUSINESS

1. Bid Awards

   *a. Resolution 2009-076: Authorizing Capital Improvement Project Cost Allocation and Award of Contract for the 2010 Lake Road, Moose Ridge Avenue, Amow Street and Kyee Street Capital Improvement Project No. C3LAK (Mayor) ........................................ 241

   *b. Resolution 2009-077: Authorizing Capital Improvement Project Cost Allocation and Award of Contract for the 2010 Liberty Lane, Commerce Street, Masters Court, Brumlow Place, Singleton Court, Pisces Court, Aries Court, Virgo Court and Libra Court Road Capital Improvement Project No. W6LIB (Mayor) .......................... 246

   *c. Resolution 2009-078: Designating Archie Drive and Phillips Street as a Fiscal Year 2010 Road Service Area Capital Improvement Project, Approving New Road Construction, and Authorizing the Capital Improvement Project Cost Allocation and Award of Contract (Mayor) ................................................................. 251

2. Resolutions

   *b. Resolution 2009-080: Authorizing Award of a Contract for External Investment Portfolio Manager (Mayor) .......................... 263

   *c. Resolution 2009-081: Approving the Petition Application for Witman Estates Subdivision Utility Special Assessment District (Mayor) .... 266
3. Ordinances

*a. Ordinance 2009-19-05: Accepting and Appropriating a Grant from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) in the Amount of $699,300 for the Borough's Cook Inlet Beluga Whale Recovery Study (Mayor) (Hearing on 10/13/09) ...................................... 283

*b. Ordinance 2009-19-06: Accepting and Appropriating Funding from the State of Alaska in the Amount of $545,400 for Community Purposes under the State’s 2009/2010 Community Revenue Sharing Program (Mayor) (Hearing on 10/13/09) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 288

*Consent Agenda Items

| Staff requested: |
| Finance Director or Representative |
AGENDA

M. PUBLIC HEARINGS ON ORDINANCES


4. Ordinance 2009-45: Authorizing the Borough to Enter into a Supplemental Cooperative Agreement with the Natural Resources Conservation Service Regarding the Old Mill Subdivision Buyout Program Located in the Seward Area (Long, Mayor) ........................................86
AGENDA

K. MAYOR’S REPORT ................................................... 13

1. Agreements and Contracts
   a. Approval of Waiver of Formal Bidding Procedure for Zumar Sign Supplies .................................................. 14
   b. Authorization to Award Contract for the Road Service Area Summer and Winter Road Maintenance, West Region, Unit 2 ............ 15
   c. Sole Source Request for Purchase of 3,000 Gallon Tanker with Chassis ................................................... 17
   d. Notice of Intent to Accept Grant Award from Alaska Division of Homeland Security ................................. 18
   e. Request for Waiver of Formal Bidding - CES Sterling Site Work .... 21
   f. Authorization to Award Contract for ITB - 10-005 Engine Generator Sets ...................................................... 22

2. Other
   a. Tax Adjustment Request Approval ........................................ 24

M. PUBLIC HEARINGS ON ORDINANCES

2. Ordinance 2009-42: Authorizing the Mayor to Enter into an Agreement to Transfer Artifacts to the Native Village of Tyonek and to Authorize the Mayor to Execute the Programmatic Agreement Under Section 106 of the National Historic Preservation Act Related to the Chuitna Coal Project (Mayor) ......................................................... 27
N. UNFINISHED BUSINESS

1. Postponed Item
   a. Resolution 2009-072: Approving Job Descriptions for Administrative Service Employees (Smith) .................................. 129

O. NEW BUSINESS

2. Resolutions
   *d. Resolution 2009-082: Recognizing Frontier Community Services as the Managing Agent for the Forget-Me-Not Senior Center (Mayor) . . . 277

*Consent Agenda Items

| Staff requested: |
| Borough Clerk or Representative |
AGENDA

O.  NEW BUSINESS

2.  Resolutions

*a.  Resolution 2009-079: Requesting Alaska Communications Systems (ACS), GCI, and AT&T Alascom Diligently Take Steps to Improve All Telephone Coverage in the East End Road Area of the Kenai Peninsula Borough (Martin, Mayor) 260
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. August 18, 2009 Regular Assembly Meeting Minutes ............ 1

H. COMMENDING RESOLUTIONS AND PROCLAMATIONS

1. Mayor’s Proclamation Declaring September 2009 as “National Preparedness Month” ......................... 11

2. Mayor’s Proclamation Declaring September 9, 2009 as “International Fetal Alcohol Syndrome Awareness Day” ...... 12

I. PRESENTATIONS WITH PRIOR NOTICE (20 minutes total)

1. “Renewable Ocean Energy, Climate Change and Ocean Acidification Research and Education Programs”, Dr. Ian M. Dutton, President Alaska SeaLife Center (10 minutes)

2. “Alternative Energy and Efficiency”, Mayor Carey and John Janik, KPB Economic Analyst (10 minutes)

J. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA (3 minutes per speaker; 20 minutes aggregate)
K. **MAYOR’S REPORT** ................................................................. 13

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2. **Other**
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L. **ITEMS NOT COMPLETED FROM PRIOR AGENDA** - None

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

1. **Ordinance 2009-19-04**: Appropriating $12,595.50 in Supplemental Funding for the Purchase and Installation of a Consolette and Antenna System by the Kachemak Emergency Service Area (Mayor) (Referred to Finance Committee) ................................................................. 25

2. **Ordinance 2009-42**: Authorizing the Mayor to Enter into an Agreement to Transfer Artifacts to the Native Village of Tyonek and to Authorize the Mayor to Execute the Programmatic Agreement Under Section 106 of the National Historic Preservation Act Related to the Chuitna Coal Project (Mayor) (Referred to Policies and Procedures Committee) ......................... 27

3. **Ordinance 2009-43**: Approving Percy Hope and Discovery Park R-M, Mixed-Residential Local Option Zoning Districts, and Amending KPB 21.46.030 and KPB 21.44.230 (Mayor) (Referred to Lands Committee) ......................... 73
4. Ordinance 2009-45: Authorizing the Borough to Enter into a Supplemental Cooperative Agreement with the Natural Resources Conservation Service Regarding the Old Mill Subdivision Buyout Program Located in the Seward Area (Long, Mayor) (Referred to Lands Committee) ......................... 86

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*d. Resolution 2009-082: Recognizing Frontier Community Services as the Managing Agent for the Forget-Me-Not Senior Center (Mayor) (Referred to Policies and Procedures Committee) .................. 277

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

Q. ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. September 15, 2009 Regular Assembly Meeting  7:00 PM  Homer

R. ASSEMBLY COMMENTS

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

1. Resolution 2009-017: Supporting the Proposed Closure of Portions of Peterson and China Poot Bays to Shellfish Harvest to Sustain Educational Use (Martin) (Referred to Legislative Committee) Tabled 03/03/09

2. Ordinance 2009-03: Amending KPB Chapter 5.35, Special Assessments—Public Utilities, to Redefine Benefitted Parcels to Include Those Whose Owners Approve the Assessment District and Intend to Connect to the Main Utility Line (Superman, Knopp) (Referred to Policies and Procedures Committee) Tabled 03/03/09
3. Ordinance 2009-19-02: Appropriating $300,000 to the Solid Waste Capital Project Fund for Design and Development Costs Associated with Cell #2 at the Central Peninsula Landfill (Mayor) (Hearing on 09/15/09) (Referred to Finance Committee)

4. Ordinance 2009-19-03: Accepting and Appropriating $25,225 from the Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management, to Support the Activities of the Kenai Peninsula Borough Local Emergency Planning Committee (Mayor) (Hearing on 09/15/09) (Referred to Finance Committee)

5. Ordinance 2009-32 (Fischer) Substitute: Establishing the Central Peninsula Multi-Use Facility Service Area (Fischer) (Referred to Legislative Committee) Tabled 08/04/09

6. Ordinance 2009-35: Providing for Submission to the Qualified Voters of the Kenai Peninsula Borough Central Peninsula Multi-Use Facility Service Area the Question of the Issuance of General Obligation Bonds of the Central Peninsula Multi-Use Facility Service Area in the Aggregate Principal Amount of Not-To-Exceed $25,500,000 to Pay a Portion of the Costs of the Capital Improvements, at an Election in and for the Central Peninsula Multi-Use Facility Service Area (Sprague) (Referred to Legislative Committee) Tabled 08/04/09

7. Ordinance 2009-46: Authorizing the Assessor to Accept the Late-Filed Senior Citizen Exemption Application of Deborah Crocker for 2009 (Martin) (Hearing on 09/15/09) (Referred to Policies and Procedures Committee)

T. INFORMATIONAL MATERIALS AND REPORTS

U. NOTICE OF NEXT MEETING AND ADJOURNMENT

The next meeting of the Kenai Peninsula Borough Assembly will be held on September 15, 2009, at 7:00 P.M. in the Homer City Council Chambers, 491 E. Pioneer Avenue, Homer, 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 and in the Meeting Room just prior to the meeting. For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at www.borough.kenai.ak.us for copies of the agenda, meeting summaries, ordinances and resolutions.
CALL TO ORDER

A Regular Meeting of the Kenai Peninsula Borough Assembly was held on August 18, 2009, in the Borough Assembly Chambers, Soldotna, Alaska. President Martin called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance was recited followed by the invocation given by Pastor Paul Kuperschmidt from the Kasilof Community Church.

There were present:

Milli Martin, Presiding
Paul Fischer
Gary Knopp
Charlie Pierce

Hal Smalley
Bill Smith
Pete Sprague
Gary Superman

Absent:

Ron Long (excused)

Also in attendance were:

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

COMMITTEE REPORTS

President Martin said a Work Session was held to discuss State Transportation Funding.

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

Assembly Member Knopp said the Lands Committee met and discussed its agenda items.

Assembly Vice President Sprague said the Policies and Procedures Committee met and discussed its agenda items.
Assembly Member Smalley said the Legislative Committee met and reported on the Alaska Municipal League (AML) Summer Conference, it was noted that Mayor Carey and Special Assistant to the Mayor, Susan Wilcox, were also in attendance.

**APPROVAL OF THE AGENDA AND CONSENT AGENDA**

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

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

The following item was removed from the consent agenda:

- **Ordinance 2009-46:** Authorizing the Assessor to Accept the Late-Filed Senior Citizen Exemption Application of Deborah Crocker for 2009 (Martin) (Hearing on 09/15/09) (Referred to Policies and Procedures Committee)

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

- August 4, 2009 Regular Assembly Meeting Minutes
- **Resolution 2009-073:** Authorizing Capital Improvement Project Cost Allocation and Award of a Contract for the FY2010 East End Road Capital Improvement Project (Mayor) (Referred to Finance Committee)

[Clerk’s Note: Technical amendments were made to Resolution 2009-073 as follows: Section 1 to read, “That the mayor is authorized to award a contract to East Road Services, Inc. to perform the work for the East End Road Project for the bid amount of $518,345.80.” Section 2 to read, “That the mayor is authorized to allocate the total project cost, $629,914.80, to account number 434.33950S8EAS.49999.”]

- **Resolution 2009-074:** Authorizing the Mayor to Negotiate with the City of Kenai to Manufacture and Remove Filter Rock, "B" Rock, and Armor Rock from Kenai Peninsula Borough Rock Quarries (Knopp, Mayor) (Referred to Lands Committee)

[Clerk’s Note: Mayor Carey was added as a sponsor to Resolution 2009-074.]

[Clerk’s Note: Assembly Member Smalley declared a conflict with Resolution 2009-074 as he was a member of the Kenai City Council. President Martin ruled a conflict did exist and Assembly Member Smalley abstained from discussion and voting on Resolution 2009-074.]

- **Resolution 2009-075:** Authorizing the Borough to Extend the Contract for Health Benefits Consulting Services with Alaska USA Insurance Brokers (Mayor) (Referred to Policies and Procedures Committee)
• **Ordinance 2009-19-02**: Appropriating $300,000 to the Solid Waste Capital Project Fund for Design and Development Costs Associated with Cell #2 at the Central Peninsula Landfill (Mayor) (Hearing on 09/15/09) (Referred to Finance Committee)

• **Ordinance 2009-19-03**: Accepting and Appropriating $25,225 from the Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management, to Support the Activities of the Kenai Peninsula Borough Local Emergency Planning Committee (Mayor) (Hearing on 09/15/09) (Referred to Finance Committee)

• **Ordinance 2009-19-04**: Appropriating $12,595.50 in Supplemental Funding for the Purchase and Installation of a Consolette and Antenna System by the Kachemak Emergency Service Area (Mayor) (Shortened Hearing on 09/01/09) (Referred to Finance Committee)

• Authorizing an Application for a New Liquor License filed by Vern Kingsford dba African Sky Imports (Referred to Finance Committee)

• Confirming the Appointments to the KPB Cooper Landing Advisory Planning Commission (Referred to Policies and Procedures)

<table>
<thead>
<tr>
<th>Appointment</th>
<th>Board Seat</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandra Key Holsten</td>
<td>Seat E</td>
<td>September 30, 2012</td>
</tr>
<tr>
<td>Karl Romig</td>
<td>Seat F</td>
<td>September 30, 2012</td>
</tr>
</tbody>
</table>

President Martin called for public comment with none being offered.

**AGENDA APPROVED AS AMENDED**: Without objection.

**COMMENDING RESOLUTIONS AND PROCLAMATIONS** - None.

**PRESENTATIONS WITH PRIOR NOTICE**

Kenai Peninsula Borough School District Superintendent Steve Atwater and School Board President Sammy Crawford gave a quarterly report.

Jeremy Mathis, Physical Oceanographer & Assistant Professor in Chemical Oceanography from University of Fairbanks (UAF) Institute of Marine Science gave a presentation on Ocean Acidification.

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

President Martin called for public comment with none being offered.

**MAYOR’S REPORT**

1. Agreements and Contracts
a. Sole Source Purchase Request for the Annual Maintenance of the Kenai Peninsula Borough’s Unisys Development Software

2. Other
a. Project Reports - June 2009
b. Budget Revisions - June 2009
c. Revenue-Expenditure Report - June 2009
d. Investment Portfolio Report as of June 30, 2009

ITEMS NOT COMPLETED FROM PRIOR AGENDA - None.

PUBLIC HEARING ON ORDINANCES

Ordinance 2008-19-23: Appropriating $550,000 from the Nikiski Fire Service Area Capital Project Fund for Purchase of a New Type A Fire Engine (Mayor) (Referred to Finance Committee)

MOTION: Smith moved to take Ordinance 2008-19-23 from the table.

MOTION PASSED: Without objection.

[Clerk's Note: Motion to enact Ordinance 2008-19-23 was on the floor from the November 18, 2008 meeting.]

President Martin called for public comment with none being offered.

MOTION TO AMEND: Smith moved to amend Ordinance 2008-19-23 as follows:

Insert a new Section 2 to read, “That the appropriation of $175,000 approved in the capital projects list for the purchase of an ambulance be hereby revoked and the funds reverted to the capital project fund account for Nikiski Fire Service Area.”

Renumber existing Section 2 as Section 3.

MOTION TO AMEND PASSED: Without objection.
Ordinance 2009-34: Amending KPB 17.10.180 to Provide Authority to Permit Temporary Use of Borough Land for up to Five Years and to Clarify the Process for Denial of Permit Applications (Mayor) (Referred to Lands Committee)

[Clerk’s Note: Motion to enact Ordinance 2009-34 was on the floor from the August 4, 2009 meeting.]

President Martin called for public comment with none being offered.

MOTION TO AMEND: Knopp moved to amend Ordinance 2009-34 as follows:

The eighth whereas to read, “the KPB Planning Commission at its regularly scheduled meeting of [JUNE 22] July 20, 2009, recommended enactment by unanimous consent.”

MOTION TO AMEND PASSED: Without objection.

Ordinance 2009-37: Amending KPB 17.10.185 to Provide Authority to Enter into Agreements that Provide for Third Party Management of Public Trails on Borough Land (Mayor) (Referred to Lands Committee)

[Clerk’s Note: Motion to enact Ordinance 2009-37 was on the floor from the August 4, 2009 meeting.]

President Martin called for public comment.

The following person spoke in opposition to Ordinance 2009-37:
The following person spoke in support of Ordinance 2009-37 without the proposed amendments:

**Walter H Ward**, PO Box 298, Soldotna

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

MOTION TO AMEND:

Sprague moved to amend Ordinance 2009-37 as follows:

- The sixth whereas to read, “the Kenai Peninsula Borough does not have trails powers and therefore cannot actively manage public trails on borough lands, and the Kenai Peninsula Borough has no mechanism to fund trail programs; and”

- The eighth whereas to read, “the Kenai Peninsula Borough has granted certain aspects of public trail management through land leases and land use permits [IN THE ABSENCE OF MORE APPROPRIATE MANAGEMENT TOOLS]; and”

- The ninth whereas to read, “establishing [AN] other appropriate mechanisms to allow management of public trails on borough lands to appropriate interested organizations or government agencies is in the best interest of the Kenai Peninsula Borough; and”

MOTION TO AMEND PASSED: Without objection.

VOTE ON MOTION TO ENACT AS AMENDED:

Yes: Fischer, Knopp, Pierce, Smalley, Smith, Sprague, Superman, Martin
No: None
Absent: Long

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

UNFINISHED BUSINESS - None.
NEW BUSINESS

Ordinance 2009-46: Authorizing the Assessor to Accept the Late-Filed Senior Citizen Exemption Application of Deborah Crocker for 2009 (Martin) (Hearing on 09/15/09) (Referred to Policies and Procedures Committee)

MOTION: Sprague moved to introduce Ordinance 2009-46 and set for public hearing on September 15, 2009.

President Martin called for public comment with none being offered.

Vice President Sprague spoke in opposition to the introduction of Ordinance 2009-46.

President Martin passed the gavel and spoke in support of Ordinance 2009-46. Vice President Sprague returned the gavel.

[Clerk’s Note: Mayor Carey was added as a sponsor to Ordinance 2009-46.]

VOTE ON MOTION TO INTRODUCE AND SET FOR PUBLIC HEARING:
Yes: Fischer, Knopp, Pierce, Smalley, Smith, Superman, Martin
No: Sprague
Absent: Long

MOTION TO INTRODUCE AND SET FOR PUBLIC HEARING PASSED: 7 Yes, 1 No, 1 Absent

Approval of Ballot Proposition Summary (Referred to Policies and Procedures)

Proposition No. 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms

MOTION: Sprague moved to approve the ballot language and summary for proposition 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms.

President Martin called for public comment.

The following person spoke in opposition to Proposition No. 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms.

Brian Zak, 2525 Sterling Highway, Homer

There being no one else who wished to speak, the public comment period was closed.
MOTION TO AMEND: Smith moved to amend ballot language for Proposition 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms as follows:

Title to read, “Ballot Language for Proposition No. [2] 1”

MOTION TO AMEND PASSED: Without objection.

MOTION TO AMEND: Smith moved to amend ballot language for proposition 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms as follows:

The Yes section to read, “A Yes vote would limit a person who has completed two consecutive terms on the Kenai Peninsula Borough assembly from serving another term or portion of a term until a period of three (3) years has passed since the end of that person’s second consecutive term of office.”

MOTION TO AMEND PASSED: Without objection.

MOTION TO AMEND: Smith moved to amend the summary language for proposition 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms as follows:

The first paragraph of the summary to read, “Shall Initiative Ordinance 2009-02, limiting terms of office for the Kenai Peninsula Borough assembly to two consecutive terms, be approved?”

MOTION TO AMEND PASSED: Without objection.

MOTION TO AMEND: Smith moved to amend the summary language for proposition 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms as follows:

Title to read, “Defining a Term of Office for the Kenai Peninsula Borough Assembly as any Portion of a Term and Limiting Terms of
MOTION TO AMEND: (Secondary) Sprague moved to amend the amendment to the summary language for proposition 1: Limiting Terms of Office for the Assembly to Two Consecutive Terms as follows:

Title to read, “[DEFINING A TERM OF OFFICE FOR THE KENAI PENINSULA BOROUGH ASSEMBLY AS ANY PORTION OF A TERM AND] Limiting Terms of Office for the Kenai Peninsula Borough Assembly to Two Consecutive Terms and Defining a Term of Office for the Assembly as any Portion of a Term”

SECONDARY AMENDMENT PASSED: Without objection.
MAIN MOTION TO AMEND PASSED: Without objection.

VOTE ON MOTION TO APPROVE PROPOSITION SUMMARY:
Yes: Fischer, Knopp, Pierce, Smalley, Smith, Sprague, Superman, Martin
No: None
Absent: Long

MOTION TO APPROVE PROPOSITION SUMMARY PASSED: 8 Yes, 0 No, 1 Absent

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Martin called for public comment.

Allan Parks, 65055 Nearly Level Avenue, Homer, addressed the Assembly regarding ocean acidification and its effects on the economy.

Brian Zak, 2525 Sterling Hwy, Homer, addressed the Assembly regarding term limits.

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

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

The next meeting of the Kenai Peninsula Borough Assembly was scheduled for September 1, 2009, at 7:00 p.m. in the Borough Assembly Chambers, Soldotna, Alaska.
ASSEMBLY COMMENTS

Assembly Member Fischer announced the Ninilchik Fair would begin on August 21, 2009, and Industry Appreciation Day would be held on August 29, 2009.

Assembly Member Superman commended Nikiski Fire Chief Baisden and the Nikiski Fire Service Area Board, he then thanked the Assembly for their support on Ordinance 2008-19-23.

Assembly Member Smalley thanked Dr. Mathis and Mr. Parks for the presentation on ocean acidification and global climate change, he said it was time to consider what could occur if changes were not made, and the effects on the local economy.

Assembly Member Knopp said the Kenai Peninsula Soccer Club hosted the 2009 Alaska State Cup Tournament, and noted the number of visitors it brought to community. He commended the City of Kenai for the new soccer fields.

Assembly President Martin said the Department of Transportation would soon be releasing the 2010 - 2013 Draft State Wide Transportation Plan for public review, and encouraged everyone to do so. She said the dedication of the Senior Housing in Cooper Landing was well done. She noted her agreement with an editorial in the Peninsula Clarion regarding financial disclosure requirements limiting the number of candidates for public office. Assembly President Martin stated the South Peninsula Hospital Service Area Board would benefit from parliamentary training and asked the Administration if it were available. Mayor Carey stated training was available and was being done currently as part of a contract with Linda Murphy. She requested that a memo written by Attorney Colette Thompson in 2004, which gave a synopsis of the Assembly and Mayor’s duties and responsibilities, be redistributed to the Assembly as well as the Administration, she also felt it should be an addendum to the Assembly Manual. She then asked that it be made clear that the Assembly had not approved the Alternate Energy and Energy Efficiency Program developed by the Mayor.

ADJOURNMENT

With no further business to come before the assembly, President Martin adjourned the meeting at 9:22 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of August 18, 2009.

______________________________
Johni Blankenship, Borough Clerk

Approved by Assembly: ______________________
WHEREAS, “National Preparedness Month” creates an important opportunity for every resident of the Kenai Peninsula Borough to prepare their homes, businesses and communities for any type of emergency from natural disasters to potential terrorist attacks; and

WHEREAS, September 11th is a National Day of Service and Remembrance and all Borough citizens are encouraged to engage in some form of community service or preparedness activity; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses and communities can reduce fatalities and economic devastation in our communities and in our nation; and

WHEREAS, the Federal Emergency Management Agency’s Ready Campaign Citizen Corps and other federal, state, local, private and volunteer agencies are working to increase public awareness concerning the importance of preparing for emergencies and to promote individuals to take action; and

WHEREAS, emergency preparedness is the responsibility of every citizen of the Kenai Peninsula Borough and all citizens are urged to make preparedness a priority by taking four simple steps: 1. Get an emergency supply kit; 2. Make a family emergency plan; 3. Be informed about the types of emergency that can occur in the Borough; and 4. Get involved with local preparedness efforts; and

WHEREAS, all citizens of the Kenai Peninsula Borough are encouraged to participate in citizen preparedness activities and to review the Ready campaign’s website at www.ready.gov, as well as find local information and opportunities at www.kpvolunteers.org; and

NOW THEREFORE, I, David R. Carey, Mayor of the Kenai Peninsula Borough, do hereby proclaim September 2009 as:

National Preparedness Month

on the Kenai Peninsula, and encourages all citizens and businesses to develop their own emergency preparedness plan and engage in some type of volunteer service on September 11th.

David R. Carey
Mayor
Kenai Peninsula Borough
Alaska
Proclamation

WHEREAS, healthy children are the most important resource in the Kenai Peninsula Borough and the State of Alaska; and

WHEREAS, Fetal Alcohol Syndrome (FAS) continues to be the leading cause of mental retardation in Alaska, the United States, and all of the western world; and

WHEREAS, Fetal Alcohol Spectrum Disorders (FASD) are 100% percent preventable by women not drinking alcohol during the nine months of pregnancy; and

WHEREAS, within Alaska, it is estimated that 16.3 births per 1,000 are affected by disabilities resulting from prenatal exposure to alcohol during the nine months of pregnancy, equaling 163 new individuals born in Alaska each year with alcohol related birth defects; and

WHEREAS, Fetal Alcohol Spectrum Disorders (FASD) are a major cause of numerous social disorders including: learning disabilities, school failure, juvenile delinquency, homelessness, unemployment, mental illness and crime; and

WHEREAS, the lifetime costs in medical care, special education, specialized services, and lost productivity are estimated to be $1.5 to $3 million for each individual with a FASD; and

WHEREAS, International Fetal Alcohol Syndrome Awareness Day is observed annually on the ninth day, of the ninth month of the year, to remind the world that during the nine months of pregnancy a woman should abstain from alcohol. In 2009, people around the world will observe this day for the 10th year; and

NOW THEREFORE, I, David R. Carey, Mayor of the Kenai Peninsula Borough, do hereby proclaim September 9, 2009 as:

International Fetal Alcohol Syndrome Awareness Day

on the Kenai Peninsula, to promote awareness and understanding of the effects of prenatal exposure to alcohol, to enhance our statewide prevention efforts, to increase compassion for those individuals so affected, to minimize the lifelong effects of FASD, and to promote healthier communities across Alaska for future generations.

David R. Carey
Kenai Peninsula Borough Mayor
TO:  
Milli Martin, Assembly President  
Kenai Peninsula Borough Assembly Members

FROM:  
David R. Carey, Kenai Peninsula Borough Mayor

DATE:  
August 20, 2009

Assembly Requests/ Responses
a. none

Agreements and Contracts
a. Approval of Waiver of Formal Bidding Procedure for Zumar Sign Supplies  
b. Authorization to Award Contract for the Road Service Area Summer and Winter Road Maintenance, West Region, Unit 2  
c. Sole Source Request for purchase of 3,000 gallon Tanker with Chassis  
d. Notice of Intent to accept grant award from Alaska Division of Homeland Security  
e. Request for Waiver of Formal Bidding-CES Sterling Site Work  
f. Authorization to Award Contract for ITB-10-005 Engine Generator Sets

Other
a. Tax Adjustment Request Approval
MEMORANDUM

TO: David R. Carey, Mayor
THRU: Mark Fowler, Purchasing & Contracting Officer
FROM: Doug Schoessler, Road Service Area Director
DATE: July 14, 2009
SUBJECT: Request for Waiver of Formal Bidding Procedures for Zumar, Sign Supplies

Please consider this memorandum a request to waive the formal bidding procedures and award a contract for the above mentioned purchase under KPB Code 5.28.300.

The Kenai Peninsula Borough Road Service Area has identified supplies required for signage for Borough roads for the new fiscal year. Suppliers were identified and contacted with a list of equipment with an estimated cost of less than $15,000.00. Those suppliers included Zumar Inc., Warning Lites of Alaska and Sherman Signs.

Quotes were due on July 10, 2009 with two quotes received: from Zumar and Warning Lites. The quote from Zumar was the lowest quote for all necessary supplies and totaled $20,348.50.

Funds for this purchase are available in account number 236.33950.42020.

Approved:

David R. Carey, Mayor

17 July 09

FINANCE DEPARTMENT
FUNDS VERIFIED
ACT # 236.33950.42020 - $20,348.50

BY: CHP DATE: 7/16/09

RECEIVED
JUL 16 2009

KPB
FINANCE DEPT. ACCOUNTING
TO: David R. Carey, Mayor

THRU: Mark Fowler, Purchasing & Contracting Officer
Craig Chapman, Finance Director

FROM: Doug Schoessler, Road Service Area Director

Road Service Area
Signature: James E. Connor Acting RSA Director

DATE: July 16, 2009

SUBJECT: Authorization to Award Contract for the Road Service Area Summer & Winter Road Maintenance West Region, Unit 2

The Kenai Peninsula Borough opened proposals for the above referenced project on June 4, 2009. The request for proposals was advertised in the Peninsula Clarion on May 13, 15, and 17, 2009.

The contract consists of providing all labor, materials and equipment to perform summer and winter road maintenance. This is a three-year contract with two optional years at the sole option of the Kenai Peninsula Borough.

West Region, Unit 2 received proposals from 2 Bear’s Trucking and S&R Enterprises, Inc. This contract is for work performed on an hourly basis and is controlled primarily by weather.

The RSA evaluation committee evaluated the proposals consistent with the criteria established in the RFP, and the RSA Board at their June 23, 2009 approved RSA Resolution 2009-09 Recommending Approval of Contract for Summer & Winter Road Maintenance for the West Region, Unit 2 to S&R Enterprises, Inc.

Funding is available in the FY2010 Road Service Area operating budget. Expenditures for the contracts will be charged to account number 236.33950.43952.

FINANCE DEPARTMENT FUNDS VERIFIED

Amount: $140,580.00
Acct. #236.33950.00000.43952

By: [Signature] Date: 7/21/09

RECEIVED
JUL 21 2009
KPB
FINANCE ADMINISTRATION
☑ Approved

David R. Carey, Kenai Peninsula Borough Mayor

22 July 09
Date
MEMORANDUM

TO: David R. Carey, Mayor

THRU: Mark Fowler, Purchasing & Contracting Office

FROM: Chris Mokracek, Fire Chief

DATE: July 23, 2009

SUBJECT: 3,000 Gallon Tanker with Chassis Purchase

On June 20, 2008 the Purchasing and Contracting office solicited bids for a new 3,000 gallon Tanker with Chassis. On July 16, 2008 one (1) bid was received from H&W Emergency Vehicles, offering a total bid price of $331,929.00.

Central Emergency Services has budgeted, in the FY2010 budget, for an additional 3,000 Gallon Tanker with Chassis with the same specifications as the unit purchased through the July 16, 2008 solicitation. H&W Emergency Vehicles has offered to extend similar pricing, with a minor increase ($3,956.00) in order to conform to the new 2009 NFPA standards, to the Borough. Therefore, Central Emergency Services is requesting approval to purchase one (1) 3,000 Gallon Tanker with Chassis from H&W Emergency Vehicles for a cost not to exceed $335,885.00.

It is in the best interest of the Borough to purchase this tanker at the offered contract amount of $335,885.00. Funding for this purchase is available in account number 443.51611.10463.48514.

David R. Carey, Mayor

Date

RECEIVED

JUL 23 2009

KPB

FINANCE ADMINISTRATION
KENAI PENINSULA BOROUGH
GRANTS MANAGEMENT

MEMORANDUM

TO: Mayor Carey
THRU: Sue Wilcox
FROM: Brenda Ahlberg
DATE: 29 July 2009
SUBJECT: Notice of Intent to Accept Grant Award.

Greetings Mayor,

We have received grant award notification in the amount of $25,225 from the Alaska Division of Homeland Security and Emergency Management to support the activities of the Kenai Peninsula Borough Local Emergency Planning Committee.

However, the need to request additional time from the AK Division HS&EM is necessary to exercise the proper ordinance procedure.

With your approval, I shall forward the “Notice of Intent to Accept Grant Award” document to the Division of Homeland Security and Emergency Management. Upon ordinance enactment, I shall request your final approval and signatures to accept the funding for OEM.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Grant Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY02</td>
<td>$26,000</td>
</tr>
<tr>
<td>FY03</td>
<td>25,000</td>
</tr>
<tr>
<td>FY04</td>
<td>17,900</td>
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<tr>
<td>FY05</td>
<td>22,500</td>
</tr>
<tr>
<td>FY06 – FY09</td>
<td>22,125</td>
</tr>
<tr>
<td>FY10</td>
<td>$25,225</td>
</tr>
</tbody>
</table>

Grant awards are determined by “baseline funding levels” established by several factors including population at risk from hazards, number of tier II reporting facilities, past performance, etc.
NOTICE OF INTENT TO ACCEPT GRANT AWARD

State Grant No: 10LEPC-AR35253

<table>
<thead>
<tr>
<th>Recipient Address</th>
<th>Issuing Office Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor’s Office</td>
<td>Department of Military and Veterans Affairs</td>
</tr>
<tr>
<td>Kenai Peninsula Borough</td>
<td>Division of Homeland Security and Emergency Management</td>
</tr>
<tr>
<td>144 N Binkley St.</td>
<td>P.O. Box 5750</td>
</tr>
<tr>
<td>Soldotna AK 99669-7599</td>
<td>Fort Richardson, Alaska 99505-5750</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.ak-prepared.com/grants.htm">www.ak-prepared.com/grants.htm</a></td>
</tr>
</tbody>
</table>

This is notice of the Kenai Peninsula Borough intent to accept the 2010 LEPC Grant. Before this award can be accepted, approval must be garnered through our local government. The requirement for this process is located in the following local government document - Title 29 AS citation # Sec.29.25.010(4). This process will take longer than the 30-day period of acceptance set forth within this grant award. We request a 20 day extension of the acceptance period to seek proper approval. It is understood if we are unable to obtain acceptance by the extension date the grant award will be rescinded.

If approved, you will receive written notification within five working days.

<table>
<thead>
<tr>
<th>Signature of Jurisdiction Signatory Official</th>
<th>Date:</th>
<th>Phone: 907.714.2150</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave R. Carey, Borough Mayor</td>
<td>29 July 2009</td>
<td>Fax: 907.714.2377</td>
</tr>
<tr>
<td>Email: <a href="mailto:dcarey@borough.kenai.ak.us">dcarey@borough.kenai.ak.us</a></td>
<td></td>
<td>Email:</td>
</tr>
</tbody>
</table>
29 July 2009

Ms. Adrian Avey, DHS&EM Project Manager
State of Alaska DHS&EM
State Administrative Agency Point of Contact
PO Box 5750
Ft. Richardson, AK 99505

Re: 2010 LOCAL EMERGENCY PLANNING COMMITTEE GRANT
Agreement Number: 10LEPC-AR35253

Dear Ms. Avey:

We have received the grant documents for the Kenai Peninsula Borough 2010 Local Emergency Planning grant. The cover letter indicates that the signed obligating document must be returned within 30 days; however, the Kenai Peninsula Borough Code requires that all grants be accepted and approved by Assembly action. Therefore, an ordinance shall be enacted by the Assembly authorizing the mayor to sign the obligating document.

Please note, due to the delay in accepting this grant after the required due date, the Borough is submitting a Notice of Intent to Accept Grant Award for your approval. We are requesting a 20-day extension to return the signed obligating document.

Ms. Avey, I look forward to working with you in the future. Please don’t hesitate to contact me should you have questions or need additional information.

Sincerely,

Brenda Pilgrim Ahlberg
Community & Fiscal Projects Manager

Enclosure as stated

cc: Scott Walden, KPB Emergency Manager
MEMORANDUM

TO: David R. Carey, Mayor
THRU: Mark Fowler, Purchasing & Contracting Officer
FROM: Chris Mokracek, Fire Chief
DATE: July 31, 2009
SUBJECT: Request for Waiver of Formal Bidding – CES Sterling Site Work

This memo is to request that waiver of formal bidding procedures, per KPB Code 5.28.300, be considered for the following reasons:

Work needs to be expedited in order to have the property ready for installation of water tanks.

A request for quotes was issued July 28, 2009 to 12 local contractors. Six (6) quotes were received on July 31, 2009.

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foster Construction</td>
<td>$21,240.00</td>
</tr>
<tr>
<td>Valley View Construction</td>
<td>$22,450.00</td>
</tr>
<tr>
<td>Sterling Custom Homes</td>
<td>$24,390.00</td>
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<tr>
<td>D&amp;L Construction</td>
<td>$35,000.00</td>
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<tr>
<td>North Star Paving</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>AJ Construction</td>
<td>$64,200.00</td>
</tr>
</tbody>
</table>

We request that a contract be awarded to Foster Construction for a not to exceed amount of $21,240.00. A short form contract will be issued.

All expenditures for this project will be charged to account 443.51611.09470.49999.
MEMORANDUM

TO:                David R. Carey, Mayor

THRU:             Mark Fowler, Purchasing & Contracting Officer

FROM:             Toran Magi, Director of Maintenance

DATE:             8/12/2009

SUBJECT:          Authorization to Award Contract for ITB-10-005 Engine-Generator Sets

The Purchasing and Contracting Office formally solicited and received bids for ITB-10-005 Engine-Generator Sets. Bid packets were released on July 20th, 2009 and the Invitation to Bid was advertised in the Peninsula Clarion on July 20th, 2009.

The project consists of providing two engine-generator sets and one transfer switch.

On the due date of August 5th, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of $49,020.00 was submitted by Pacific Power Generation, Ridgefield, Washington.

Your approval for this bid award is hereby requested. Funding for this project is in account number 400.78050.10860.48311.

David R. Carey, Mayor

Finance Department
Funds Verified
$49,020.00
ACT # 400.78050.10860.48311
BY: Clan DATE: 8/17/09

KPB FINANCE ADMINISTRATION

RECEIVED
AUG 17 2009
BID TAB FOR: ITB10-005 - Engine - Generator Sets

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>ITEM 1 - 60 Hz - 100 kw GENSET</th>
<th>ITEM 2 - 400 AMP TRANSFER SWITCH</th>
<th>ITEM 3 - 60 Hz 60 kw GENSET</th>
<th>FREIGHT</th>
<th>TOTAL EXTENDED BID</th>
</tr>
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<tbody>
<tr>
<td>Pacific Power Generation</td>
<td>$24,970.00</td>
<td>$3,100.00</td>
<td>$19,450.00</td>
<td>$1,500.00</td>
<td>$49,020.00</td>
</tr>
</tbody>
</table>

DUE DATE: August 5, 2009 @ 2:00 PM

Mark Fowler, Purchasing & Contracting Officer
MEMORANDUM

TO: David R. Carey, Borough Mayor
FROM: Shane Horan, Director of Assessing
DATE: July 29, 2009
SUBJECT: Tax Adjustment Request Approval

The Kenai Peninsula Borough Assembly passed Ordinance 81-27 giving the Kenai Peninsula Borough Mayor authority to compile and approve Tax Adjustment Requests.

Attached is a spreadsheet of Tax Adjustment Requests required by changes in the tax assessment roll. These adjustments are being submitted to the Finance Department for processing.

I hereby certify that I have reviewed the Tax Adjustment Requests submitted for your signature and I find them to be proper and correct.

DATED: July 29, 2009

Shane Horan
Director of Assessing

APPROVED

David R. Carey
Borough Mayor
KENAI PENINSULA BOROUGH
ORDINANCE 2009-19-04

AN ORDINANCE APPROPRIATING $12,595.50 IN SUPPLEMENTAL FUNDING FOR THE PURCHASE AND INSTALLATION OF A CONSOLEtte AND ANTENNA SYSTEM BY THE KACHEMAK EMERGENCY SERVICE AREA

WHEREAS, the Kachemak Emergency Service Area (the Service Area) is in need of a consolette unit and antenna system as part of its backup dispatching equipment; and

WHEREAS, the identified equipment was not included in the Service Area’s FY2010 budget; and

WHEREAS, the Service Area has received a quote in the amount of $12,595.50 from ProComm Alaska LLC, the same vendor the Service Area purchased its repeater and microwave link from; and

WHEREAS, the Service Area board at its June 11, 2009, board meeting authorized the use of service area capital project fund, fund balance, to purchase the equipment; and

WHEREAS, approval by the assembly is necessary to appropriate the additional funds;

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

SECTION 1. That $12,595.50 is hereby appropriated from the KESA Capital Project Fund, fund balance, to the following account for purchase and installation of a consolette and antenna system:

446.51810.00000.48210, communication equipment, $12,595.50

SECTION 2. This ordinance shall become effective immediately upon enactment.
ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2009.

ATTEST:

________________________________________
Milli Martin, Assembly President

________________________________________
Johni Blankenship, Borough Clerk

Yes:
No:
Absent:
MEMORANDUM

To: Milli Martin, Assembly President
    KPB Assembly Members

Thru: David R. Carey, Borough Mayor

From: Bob Cicciarella, KESA Chief
      Craig Chapman, Finance Director
      Mark Fowler, Purchasing and Contracting Officer

Date: August 6, 2009

Subject: Ordinance 2009-19-04, FY10 Supplemental Appropriation for purchase and installation of a consolette and antenna system by the Kachemak Emergency Service Area

Kachemak Emergency Service Area (the Service Area) is in need of a consolette and antenna system, which is an integral part of its backup dispatching system. The Service Area is currently using a loaner unit from the City of Homer, which is part of Homer's backup system.

The Service Area has received a quote from ProComm Alaska LLC, the vendor they purchased their repeater and microwave link from and the local Motorola representative for the Borough, in the amount of $12,595.50 for the purchase and installation of a consolette and antenna.

The equipment was not included in the Service Area’s FY2010 budget, and the Service Area board at its June 11, 2009 board meeting authorized the use of Service Area’s fund balance to purchase the necessary items.

The Service Area has sufficient funds in its Capital Project Fund, fund balance, to support this request.

Shortened hearing is requested on this ordinance to allow the Service Area to promptly acquire and install the equipment so that the City of Homer's equipment can be returned to the city.

FINANCE DEPARTMENT
FUNDS VERIFIED
$12,595.50

ACT # 446-37900 FB

BY: CFP DATE: 8/5/09
KENAI PENINSULA BOROUGH
ORDINANCE 2009-42

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO TRANSFER ARTIFACTS TO THE NATIVE VILLAGE OF TYONEK AND TO AUTHORIZE THE MAYOR TO EXECUTE THE PROGRAMMATIC AGREEMENT UNDER SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT RELATED TO THE CHUITNA COAL PROJECT

WHEREAS, PacRim Coal, LP has proposed to develop and operate the Chuitna Coal Project located approximately 45 miles west of Anchorage with the export facility located at Ladd Landing 2.5 miles north of the Native Village of Tyonek (NVT) and within the boundaries of the Kenai Peninsula Borough (KPB); and

WHEREAS, in the course of compliance with federal permitting regulations and the National Historic Preservation Act (NHPA), archeological and cultural field studies inside the boundaries of Ladd Landing Subdivision No. 3 have identified 56 pre-contact Native house pits, 13 cache pits, and 22 other cultural features with unknown function; and

WHEREAS, all artifacts, faunal materials, samples, photographs, field notes, and materials related to recovery actions belong to the KPB as the Ch'u'itnu Archaeological District is located on KPB land; and

WHEREAS, cultural resource surveys conducted by between 2006 and 2009 indicate the Dena'ina of the Native Village of Tyonek have the most direct cultural and religious ties to the Ch'u'itnu Archaeological District; and

WHEREAS, to date, approximately 4,843 artifacts have been discovered, with radio-carbon data indicating some artifacts date back to the mid 1500s; and

WHEREAS, section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to accommodate historic preservation through consultation between the federal agency and parties with an interest in effects on the historic properties; and

WHEREAS, the goal of consultation is to identify historic properties potentially affected by the undertaking, assess its effects and seek ways to avoid, minimize or mitigate any adverse effects on historic properties through a programmatic agreement (PA); and
WHEREAS, the KPB was invited by the Environmental Protection Agency (EPA) to be a signatory party to the Chuitna Coal Project PA and has participated in the development of the PA from the beginning; and

WHEREAS, the PA while in draft form is expected to be finalized for signature after the transfer and curation of Ch’u’itmu artifacts is completed;

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

SECTION 1. That the mayor is authorized to sign an agreement with the Native Village of Tyonek in substantially the form attached to this ordinance (Attachment A) for the transfer and management of discovered artifacts and future artifacts discovered in relation to the Chuitna Coal Project.

SECTION 2. The mayor is authorized to sign a Programmatic Agreement regarding the Chuitna Coal Project in substantially the form attached to this ordinance (Attachment B).

SECTION 3. That this ordinance shall take effect immediately upon its enactment and remain in effect throughout the development of the Chuitna Coal Project.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2009.

________________________________________
Milli Martin, Assembly President

ATTEST:

________________________________________
Johni Blankenship, Borough Clerk

Yes:
No:
Absent:
MEMORANDUM

TO: Milli Martin, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: David R. Carey, Mayor
Max Best, Planning Director
Marcus A. Mueller, Land Management Officer

FROM: Bruce Richards, Ladd Project Manager

DATE: July 23, 2009

SUBJECT: Ordinance 2009- \underline{42} authorizing the Mayor the enter into an
agreement to transfer artifacts to the Native Village of Tyonek and
to authorize the mayor to execute the Programmatic Agreement
under section 106 of the National Historic Preservation Act related
to the Chuitna Coal Project

In compliance with federal permitting regulations and the National Historic
Preservation Act, archeological and cultural field studies were conducted on
borough land in the Ladd Landing area. These studies identified a number of
Dena'ina cultural artifacts. As the landowner, the Kenai Peninsula Borough
(KPB) is also the owner of the artifacts. Completed studies indicate the Native
Village of Tyonek has the most immediate cultural and religious ties to the
Dena'ina artifacts.

A Programmatic Agreement developed between state and federal agencies,
PacRim Coal, KPB, Native governments and other stakeholders has identified
processes to avoid, minimize, and mitigate any disturbance of historic properties.

This ordinance would authorize the mayor to enter into an agreement to transfer
the artifacts severed from KPB-owned lands related to the Chuitna Coal Project
to the Native Village of Tyonek. The ownership transfer would occur upon
delivery of artifacts to the University of Alaska Fairbanks Museum.

Additionally, this ordinance would authorize the mayor to execute the
Programmatic Agreement that has been drafted under Section 106 of the
National Historic Preservation Act related to the Chuitna Coal Project.
AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE NATIVE VILLAGE OF TYONEK CONCERNING THE TRANSFER AND MANAGEMENT OF ARTIFACTS

WHEREAS, PacRim Coal, LP has proposed to develop and operate the Chuitna Coal Project located approximately 45 miles west of Anchorage with the export facility located at Ladd Landing 2.5 miles north of the Native Village of Tyonek and within the boundaries of the Kenai Peninsula Borough (KPB); and

WHEREAS, in the course of compliance with federal permitting regulations, archeological and cultural field studies have identified 56 pre-contact Native house pits, 13 cache pits, and 22 other cultural features with unknown function within the boundaries of Ladd Landing Subdivision No. 3; and

WHEREAS, the identified house pits, cache pits, and cultural features identified comprise the Ch’u’itnu Archaeological District (TYO-132) which has been determined by the Environmental Protection Agency, U.S. Army Corps of Engineers, and the State Historic Preservation Office to be eligible for the National Register of Historic Places; and

WHEREAS, cultural resource surveys conducted between 2006 and 2009 indicate the Native Village of Tyonek (NVT) has the most direct cultural and religious ties to the Ch’u’itnu Archaeological District; and

WHEREAS, to date, approximately 4,843 artifacts have been discovered, with radio-carbon data indicating some artifacts date back to the mid 1500s, the artifacts include 2,656 lithics (stone artifacts), 1,944 fish/animal bones, 101 shells, 6 iron items, 3 copper items, and tin beads, and 169 identified tools; and

WHEREAS, all artifacts, faunal materials, samples, photographs, field notes, and materials related to recovery actions belong to the KPB as the Ch’u’itnu Archaeological District is located on KPB land; and

WHEREAS, the Native peoples of NVT desire to obtain ownership of all artifacts and related materials for curation and/or display, as they retain a strong sense of pride in their cultural heritage and continue traditional practices and for cultural and religious reasons;

THEREFORE, the Kenai Peninsula Borough (hereafter called “KPB”) and the Native Village of Tyonek (hereafter called “NVT”) enter into this Agreement concerning the transfer and management of all artifacts discovered and yet to be discovered on KPB land known as Ladd Landing in the Ch’u’itnu Archaeological District related to the Chuitna Coal Project. The term “artifacts” includes related faunal materials, samples, photographs, field notes, and materials related to the artifacts recovery.
SECTION 1. Artifacts collected during activities covered by the Programmatic Agreement (PA) for the Chuitna Coal Project at Ladd Landing shall be deposited in the University of Alaska Fairbanks Museum of the North (UAFM) under the Provisional Curation Request approved on April 9, 2008, (attached Exhibit A). Upon deposit of collected artifacts at the UAFM, ownership of the artifacts will vest in the NVT in perpetuity.

SECTION 2. NVT, as owners of the artifacts and related materials covered under this agreement and the provisional Curation Request, shall negotiate an agreement with UAFM (Memorandum of Understanding, Memorandum of Agreement, or Trust Agreement) under UAFM Curation Guidelines (attached Exhibit B).

SECTION 3. NVT accepts responsibility for the custody, control, protection, preservation, curation, and display of artifacts transferred by KPB.

SECTION 4. This agreement shall apply to all future artifacts discovered on KPB land in association with the Chuitna Coal Project.

SECTION 5. This agreement is subject to approval by the Kenai Peninsula Borough Assembly and the Tribal Council of the Native Village of Tyonek.

___________________________         ______________________________
David R. Carey                  Angela Sandstol
Mayor                      President
Kenai Peninsula Borough                  Native Village of Tyonek

Date:______________________ Date:_____________________

Attachment A to Ordinance 2009-_____       Page 2 of 2
**DRAFT**

PROGRAMMATIC AGREEMENT

BY AND AMONG

THE U.S. ENVIRONMENTAL PROTECTION AGENCY,
THE U.S. ARMY CORPS OF ENGINEERS,
THE ALASKA STATE HISTORIC PRESERVATION OFFICER,
THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES,
THE KENAI PENINSULA BOROUGH,
THE NATIVE VILLAGE OF TYONEK,
THE KENAITZE TRIBE,
THE KNIK TRIBE,
THE TYONEK NATIVE CORPORATION,
THE ALASKA MENTAL HEALTH TRUST AUTHORITY,
COOK INLET REGION, INC., AND
PACRIM COAL, LP

REGARDING

THE CHUITNA COAL PROJECT

I. BACKGROUND

1.1 **WHEREAS**, the purpose of this Programmatic Agreement (“PA”) is to record the terms and conditions agreed upon to resolve the potential adverse effects of the proposed Chuitna Coal Project (“Project”) on historic properties pursuant to 36 CFR 800.14(b).

1.2 **WHEREAS**, PacRim Coal, LP (“Applicant”), proposes to develop and operate the Project, a surface coal mine and export project, located approximately 45 miles west of Anchorage, and approximately 2.5 miles north of the Native Village of Tyonek. Construction and development activities are proposed to occur over a two to three year period, and potentially throughout the course of the operation and reclamation phase of the Project. The duration of operation and reclamation activities is expected to be twenty-five (25) years.

1.3 **WHEREAS**, the proposed Project includes three major components: (1) the Chuitna Coal Mine, which includes a surface coal mine, located within the Logical Mining Unit 1 (“LMU_1”), and associated support facilities; (2) the Chuitna Project Infrastructure, which includes mine access for delivery of materials and personnel, coal transport system, electric transmission line, personnel housing, and air strip facility; and (3) the Ladd Landing Development, which includes a logistics center and coal export facility for loading ocean-going ships.

1.4 **WHEREAS**, the U.S. Environmental Protection Agency (“EPA”) and the U.S. Army Corps of Engineers (“COE”) are reviewing permit applications pursuant to the Clean Water Act and the Rivers and Harbors Act submitted by the Applicant and to otherwise consider the environmental effects of these proposed activities pursuant to the National
Environmental Policy Act (“NEPA”) (42 U.S.C. 4321 et seq.).

1.5 WHEREAS, the terms of this PA shall apply to all lands and intertidal/subtidal zones affected by the proposed Project.

II. PARTIES TO THE PROGRAMMATIC AGREEMENT

Signatory Parties. The following parties have National Historic Preservation Act (“NHPA”) Section 106 obligations and are entering into this PA to satisfy those requirements as provided in 36 CFR 800.6(c)(1).

2.1 EPA shall be the lead federal agency responsible for preparing a Supplemental Environmental Impact Statement (“SEIS”) pursuant to NEPA, as implemented by the Council on Environmental Quality (“CEQ”) Regulations at 40 CFR 1500-1508, Executive Order (“EO”) 13175 on Consultation and Cooperation with Tribal Governments, and EO 12898 on Environmental Justice (February 1994). In addition to being the lead federal agency for the SEIS, EPA will have lead and overall responsibility for ensuring compliance with the NHPA in coordination with the NEPA process, including consultation under Section 106, as provided in 30 CFR 800.8(c). As the lead federal agency, EPA is participating in this PA as a Signatory Party pursuant to 36 CFR 800.6(c)(1)(i).

2.2 For activities subject to new or modified COE permits, COE shall be the lead agency on behalf of the federal agencies and ADNR for ensuring compliance with the NHPA, including consultation under Section 106.

Proposed activities subject to the COE permit jurisdiction may include but are not limited to the following (dependent upon final project description): mechanized land clearing of mine area, housing complex, and airstrip facility; road, conveyor, and powerline construction; Ladd Landing, bulkhead, and trestle construction; and material source sites land clearing and overburden stockpiles.

As a federal agency with NHPA compliance responsibilities, COE is participating in this PA as a Signatory Party pursuant to 36 CFR 800.6(c)(1)(i).

2.3 In a letter dated March 10, 2008, EPA invited the Advisory Council on Historic Preservation (“Council”) to participate as a Signatory Party to the PA. On May 2, 2008, the Council declined to participate in the PA.

2.4 The State Historic Preservation Officer (“SHPO”) for the State of Alaska has been consulted by EPA and COE and is a Signatory Party to this PA pursuant to 36 CFR 800.6(c)(1)(i).

Invited Signatory Parties. The following parties have been invited by EPA and COE to be signatories to the PA, who may have responsibilities under the PA, and who will have the same rights as other signatories. The terms “Signatory,” “Signatories,” “Signatory Party” or
“Signatory Parties” in this agreement shall be interpreted to include “Invited Signatory Parties.”

2.5 The State of Alaska Department of Natural Resources (“ADNR”), as a Landowner and regulatory agency, proposes to issue permits to the Applicant pursuant to its State statutory authorities in a timely and consistent manner in coordination with EPA and COE. ADNR, in order to comply with authorities under AS 41.35 and 11 AAC 16, shall ensure that the Applicant complies with the terms of the PA throughout the life of the Project as a condition of State permits. ADNR is a Signatory Party to this PA as provided in 36 CFR 800.6(c)(2)(iii).

2.6 PRC, as the Applicant and Permittee, is a Signatory Party to this PA as provided in 36 CFR 800.6(c)(2)(iii).

2.7 The Kenai Peninsula Borough (“KPB”), as a Landowner and local government with jurisdiction over the Project, is a Signatory Party to this PA as provided in 36 CFR 800.6(c)(2)(iii).

2.8 The Native Village of Tyonek, as federally recognized Indian Tribe that has direct cultural ties to the historical site at Ladd Landing Development area (see Section 3.2, below), is a Signatory Party to this PA as provided in 36 CFR 800.6(c)(2)(ii).

2.9 The Kenaitze Tribe and the Knik Tribe, as federally recognized Indian Tribes that have cultural ties to the historical site at Ladd Landing Development area (see Section 3.2, below), are Signatory Parties to this PA as provided in 36 CFR 800.6(c)(2)(ii).

2.10 The Tyonek Native Corporation (“TNC”), a native village corporation, whose shareholder owners attach religious and/or cultural significance to properties that may be affected by the Project, and which owns property that may be affected by the Project, is a Signatory Party to this PA as provided in 36 CFR 800.6(c)(2)(iii).

Concurring Parties. The following parties have a demonstrated interest in the Project and its potential effects on historic properties, and agree to the process set out in this PA.

2.11 Cook Inlet Region, Inc. (“CIRI”) and the Alaska Mental Health Trust Authority (“AMHTA”), as other landowners, have been invited by EPA and COE to participate in this PA as Concurring Parties and have agreed to do so.

2.12 Seven (7) other Federally-recognized Indian tribes in the Cook Inlet area, who may attach religious and/or cultural ties to the historical site at Ladd Landing Development area, have also been invited by EPA to be Concurring Parties. These tribes include: Salamatof Tribal Council, Ninilchik Village, Seldovia Village Tribe, Native Village of Eklutna, Chickaloon Native Village, Native Village of Port Graham, and the Native Village of Nanwalek. EPA also invited the Lime Village to be a Concurring Party to the PA.

2.13 In a letter dated July 28, 2008 to EPA, the Chuitna Citizens NO-COALition (“Chuitna Citizens”) requested to be considered an additional consulting party pursuant to 36 CFR 800.2(c)(5) and a Concurring Party to the PA. EPA denied the Chuitna Citizen’s request on September 5, 2008.
III. CONSULTATION ACTIVITIES AND KNOWN HISTORICAL EFFECTS

3.1 EPA and COE have consulted with the Council and SHPO and will continue to consult pursuant to 36 CFR 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f).

3.2 The archaeological field surveys conducted in the 1980s, in 2006, and in 2007 identified 49 pre-contact Native house pits in sixteen clusters (TYO-114 through TYO-129), and 377 cache pits, at the proposed Ladd Landing Development area. On February 1, 2007, EPA and COE determined, and the SHPO concurred, that these sites are eligible for the National Register of Historic Places (“NRHP”) under criterion D. SHPO determined the sites comprise the Ch’u’itnu Archaeological District (TYO-132). TYO-114 through TYO-129 are contributing properties to TYO-132. On May 10, 2008, EPA made a finding of historic properties affected, pursuant to 36 CFR 800.4(d)(2), for the Ladd Landing Development area.

3.3 EPA and COE have determined and the SHPO concurred that based on field archaeological surveys, no known historical properties will be affected by construction of the proposed Housing and Airstrip facilities, the mine area, the Beluga Highway-Pan Am Highway Public Intertie, or the revised Mine Access Road/Coal Transport Conveyor.

3.4 EPA, COE, and ADNR have consulted with and will continue to consult with the Native Village of Tyonek, which has the most direct cultural ties to the area potentially affected by the Project, nine (9) other Federally-recognized Indian Tribes in the Cook Inlet area, and the Lime Village Traditional Council, who may attach religious and/or cultural significance to properties that may be affected by the Project. The list of potentially affected Tribal Governments is included as Appendix 1 to this PA. A Draft Government-to-Government Consultation Plan has been developed by EPA for the Project and will be adhered to by EPA, COE, and ADNR during development of the SEIS.

IV. STIPULATIONS

EPA, COE, ADNR, and SHPO, as Signatory Parties, agree that the Project shall be administered in accordance with the following stipulations to satisfy their Section 106 responsibilities:

4.1 Administrative Considerations

4.1.1 To satisfy the NHPA public participation requirements in 36 CFR 800.2(d), EPA and COE will use the parallel approach to coordinate public involvement in the NHPA and NEPA processes.

4.1.2 This PA shall take effect once executed by the Council under 36 CFR 800.14(b)(2)(iii). To the extent it is within their authority, COE, EPA, and ADNR will attach this PA or the stipulations listed in this PA to the Record of Decision(s) (ROD) for this project, to permits, and to other conditions issued ensuring that this PA and its requirements are binding on the Applicant/Permittee. The Applicant/Permittee shall comply with this PA and failure to do so will result in suspension, modification, or revocation of the applicable
4.1.3 The Applicant shall notify the Signatory Parties of any changes in Project ownership. The Signatory Parties intend for any new owners to comply with the terms of this PA, and will use their existing permitting or other authorities to impose these requirements on any new owners. Changes in ownership may result in an amendment to the PA pursuant to Stipulation 4.14, below.

4.1.4 Because of both singular and overlapping legal authorities and purviews among EPA, COE, and ADNR regarding individual Project components or activities, one or more of these agencies may be responsible for carrying out the terms of this PA for a given Project component or activity. For certain larger Project components and activities, all involved agencies may carry out the terms of this PA jointly. (See 2.1, 2.2, and 2.5, above.)

4.1.5 EPA, COE, and ADNR shall enforce the terms of this PA as is appropriate within each agency’s scope with regard to permits, and other conditions that incorporate this PA and its terms. Each shall notify the others if any of them becomes aware of an instance of possible non-compliance with the terms and conditions of this PA or permit or conditions as they relate to this PA. In such case, the agency(ies) shall ensure compliance consistent with its/their legal authorities and consult with the other agencies and Signatory Parties.

As part of its compliance with 11 AAC 90.091 Protection of Public Parks and Historic Places, ADNR will incorporate the mitigation, monitoring, and inadvertent discovery guidelines outlined and developed as a result of this PA into its findings and decision for all Alaska Surface Coal Mining Control and Reclamation Act (“ASCMCRA”) permits issued for this Project. ADNR will consult with SHPO on any new permit, renewal or revision as mandated by the Alaska Historic Preservation Act. Throughout the life of the project, ADNR in coordination with SHPO, will develop inspection guidelines for the Chuitna Coal Project.

4.1.6 The Applicant shall develop and comply with the Mitigation Plan for the Ch’u’itnu Archaeological District, as approved by the Signatory Parties. Prior to approval of the Mitigation Plan, EPA, COE and ADNR will consult with the Tribal Governments, as appropriate. The Mitigation Plan shall be developed in concert with the SEIS process and shall be completed prior to completion of the Draft SEIS and will be incorporated into the Agencies’ RODs.

4.1.7 The Applicant shall not initiate or support any actions that may jeopardize a historic property or the completion of PA tasks without the prior written approval of all the Signatory Parties.

4.2 Historic Properties, Areas of Potential Effect, and the Applicability of this PA

4.2.1 This PA shall apply to the Project and all components of it, including those not known at this time or not specified in the permits, permit applications or other project documents, so long as they are within the jurisdiction of EPA, COE, and/or ADNR.
4.2.2 EPA, COE, and ADNR, in consultation with SHPO, the Signatory Parties, and the affected Tribes, shall determine the Areas of Potential Effect of the Project and its components, using the concepts and definitions for Area of Potential Effect ("APE"), Historic Property, Effect, Adverse Effect, etc. as outlined in 36 CFR 800.16. For the purpose of this PA, a Historic Property is defined as: a district, site, building, structure or object, including landscape, that meets eligibility requirements for the NRHP under 36 CFR 60.4 including properties to which a tribal government or other party attaches religious and/or cultural significance in accordance with National Register Bulletin #38.

4.3 Tribal Consultation

EPA, COE, and ADNR shall consult with the Tribal Governments who demonstrated an interest in the historical sites in carrying out the terms of this PA throughout the life of the mine project and the agencies’ permit duration. Consultation shall be an on-going process and consistent with Consultation with Indian Tribes in the Section 106 Review Process: A Handbook (Council, November 2008). Tribal Governments, Signatory and Concurring Parties, and the Council may consult at any time in person or in writing, including e-mail, or over the phone.

4.4 Identification and Evaluation of Historic Properties and Assessment of Adverse Effects

4.4.1 The Applicant has and shall continue to make a reasonable and good faith effort to identify historic properties within each Project activity or component’s APE, and shall make recommendations to the Signatory Parties regarding NRHP eligibility.

4.4.2 The Applicant shall implement guidance received from the Signatory Parties regarding the level and scope of efforts for the identification and evaluation of historic properties. In determining the level of identification and evaluation efforts necessary for a Project activity or component and its APE, the Applicant and the Signatory Parties shall consider such factors as past planning, research and studies, the magnitude and nature of the proposed activities, the extent of potential effects on historic properties, and the nature and location of historic properties.

4.4.3 Where construction or Project alternatives involve corridors or large land areas, the Applicant may use a phased process, as per 36 CFR 800.4(b)(2). When it is determined that a phased process will be used, Signatory Parties will be consulted.

4.4.4 If the Applicant and the Signatory Parties disagree as to what constitutes adequate identification and evaluation efforts, the Signatory Parties shall consult to arrive at a determination. If a dispute or objection remains on this issue, these parties shall resolve it in accordance with Stipulation 4.12, Dispute Resolution, below.

4.4.5 Identification efforts may include background research, consultation, ethnographic research, oral history interviews, field surveys, probabilistic sampling, subsurface testing, and other types of tasks. Such efforts shall be conducted in accordance with the principles, standards, and guidelines contained in Archeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines (Standards and Guidelines) (48 FR Chuitna Coal Project – Draft Programmatic Agreement Revised 03.10.2009 Attachment B to Ordinance 2009-______ 6 37
44716-44742) and follow the procedures set forth in 36 CFR 800.4. The Applicant shall provide the COE, EPA, ADNR, and SHPO with documentation of the methods that meets the Standards and Guidelines and is sufficient to determine the eligibility of properties to the NRHP.

4.4.6 Archaeological fieldwork on State land will require an Archaeological Field Permit.

4.4.7 All archaeological and historical investigations shall be conducted by anthropologists, archaeologists, historians, architectural historians, and/or historical architects meeting the qualifications of the Secretary of the Interior’s Standards and Guidelines (48 FR 44738-44739). The technical expertise of the professional shall be appropriate to the nature of the investigation and expected type and significance of historic properties.

4.4.8 EPA and COE shall apply the NRHP criteria (36 CFR 60.4) to identified properties, in consultation with the SHPO, the Native Village of Tyonek (which has the most direct cultural and religious ties to the area) and any other Tribal Government(s) that may attach religious and/or cultural significance to the identified property. In accordance with 36 CFR 63, the Signatory Parties shall resolve disagreements regarding NRHP eligibility by requesting a determination of eligibility from the Keeper of the National Register, National Park Service, whose determination shall be final.

4.4.9 EPA and COE in consultation with the Signatory Parties and the potentially affected Tribal Governments, in accordance with 36 CFR 800.5, shall make an assessment of whether a Project component or activity may have an adverse effect on historic properties and the necessary treatment of the historic property as outlined in Stipulation 4.5, Treatment of Historic Properties, below.

4.5 Treatment of Historic Properties

4.5.1 The Applicant, in consultation with the Signatory Parties, shall avoid, to the maximum extent possible, adverse impacts to all known historic properties, including archaeological and historical sites, historic buildings, structures, objects, and landscapes, including cessation of Project activities, so as to protect the cultural heritage of the Dena’ina Athabascan Indians.

4.5.2 If any historic property or property eligible for the NRHP may be adversely affected, the Applicant, in consultation with the Signatory and Concurring Parties, will develop a Mitigation Plan to reduce to the maximum extent possible any adverse impacts on the cultural heritage of the Dena’ina Athabascan Indians. The Mitigation Plan shall require the approval of the Signatory Parties, whose approval shall not be unreasonably withheld.

4.5.3 If the property is archaeological in nature, the Mitigation Plan shall include a research design with provisions for data recovery and recordation, analysis, reporting, and curation of resulting collection and records in an institution as outlined in Stipulation 4.8, Collection and Curation, below. Archaeological recovery, analysis, and reporting shall be in conformance with the Secretary of Interior’s Standards and Guidelines for Archaeological Documentation (Archaeological Documentation Guidelines) (48 FR 44734-44737).
4.5.4 If the property is a building, structure, object, landscape, or not otherwise significant for the data that it contains, the Mitigation Plan shall specify approaches for the mitigation or treatment of the property in accordance with the principles, standards, and guidelines contained in *Archeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines (Standards and Guidelines)* (48 FR 44716-44742). This may include but not be limited to use of such approaches as: adjusting project layout to avoid historic properties, relocating a historic property, re-landscaping to reduce effects, public interpretation, ethnographic recordation, prescribing design or use of a Project component or activity in such a way as to minimize effects to historic properties or to those concerned about the effects of that component or activity. Methods of recordation and documentation described in the mitigation plan shall be in conformance with the *Secretary of the Interior’s Standards for Architectural and Engineering Documentation* (48 FR 44730-44734) or other standards specified by SHPO.

4.6 Treatment of Human Remains

It is the intent of the Applicant to avoid the disturbance or removal of any human remains. If human remains or funerary objects are inadvertently discovered during the course of activities, all activities in the immediate vicinity shall immediately cease and the attached Plan of Action (“POA”) (Appendix 2) for the treatment of human remains shall be implemented in compliance with applicable Federal and State laws.

4.7 Monitoring

4.7.1 Prior to commencing construction activities and in concert with the SEIS development process, the Applicant shall develop a Monitoring Plan, to be approved by the Signatory Parties, in consultation with the Tribal Governments listed in Appendix 1. Such approval by the Signatory Parties shall not be unreasonable withheld. The Applicant shall ensure that an archaeologist meeting the qualifications of the *Secretary of the Interior’s Standards and Guidelines* (48 FR 44738-44739) is present to monitor in areas of ground disturbing activity when the probability to uncover unidentified archaeological or historical materials is determined likely by EPA, COE, ADNR, or SHPO.

4.7.2 The results of monitoring shall be included in a report to the Signatory Parties. This report shall be developed in accordance with Stipulation 4.9, Annual Reports and Meetings, below.

4.8 Collection and Curation

4.8.1 Artifacts, faunal materials, and/or samples along with photographs, field notes and other related material (materials) collected in conjunction with recovery actions under this PA are the property of the owner of the land (ADNR, KPB, CIRI, TNC, AMHTA) from which the artifacts were collected.

4.8.2 Materials found on ADNR and AMHTA (*AS 38.05.801.*) land belong to the State and are subject to *AS 41.35.020* and will be accessioned to the University of Alaska Fairbanks (“UAF”) under the Curation Agreement already in place for the Project (see Appendix--).
The Applicant shall incur any and all reasonable costs charged by Museum of the North for curation of materials collected in conjunction with recovery actions under this PA. The Applicant shall ensure that collected materials are conserved and packaged in a manner acceptable to UAF museum.

4.8.3 Although title to materials from ADNR and AMHTA land belong to the State, Cook Inlet area Tribes may obtain materials from their culture from the State provided they demonstrate that they have adequate capability to store and maintain the materials in safekeeping as defined by AS 41.35.020(b).

4.8.4 The house pits and caches pits comprising the Ch’u’itnu Archaeological District (TYO-132) is on KBP land. KBP agrees to transfer ownership of artifacts to NVT, which will be curated at UAF. The Applicant shall pay the curation costs associated with recovery actions under this PA.

4.8.5 Materials collected from TNC and CIRI land shall …..

4.9 Annual Reports and Meetings

4.9.1 Reports

4.9.1.1 Annual Report. Each year, prior to July 31, the Applicant shall provide the Signatory Parties a written report of previous and upcoming activities as they relate to compliance with the stipulations of this PA. The report will include the following:

(a) A description of the past year’s activities;
(b) A projection of the upcoming year’s activities, including information about anticipated Project components and activities and possible Project changes;
(c) A summary of past year’s and anticipated upcoming efforts of identification, evaluation, and protection of historic properties;
(d) Descriptions of any historic properties affected, as well as any testing, remediation, or mitigation efforts;
(e) Descriptions of artifacts or other archaeological or historic materials encountered, including representative photographs or drawings, a description of analyses, and other recordation documents as appropriate;
(f) Clear illustrations of areas surveyed or monitored, cultural resources identified, and alternative routes to be followed to avoid any identified historic properties;
(g) An evaluation of the effectiveness of the PA and whether any amendments or changes are needed; and
(h) A list of personnel who received training under Stipulation 4.11, below.

4.9.1.2 Individual Report. Certain archaeological surveys, special excavations, and/or testing efforts may require individual reports outside the normal reporting cycle in order to facilitate decision making processes. The scope and time parameters for these reports shall be determined on a case-by-case basis through consultation
among the Applicant, EPA, COE, ADNR, NVT and SHPO. Any individual reports prepared shall be provided to the Signatory Parties.

4.9.2 Meetings

4.9.2.1 Annual Meeting: If determined to be appropriate by the Signatory Parties, in consultation with Concurring Parties, one meeting per year shall be scheduled by the Applicant to discuss the previous year’s activities, and activities scheduled for the upcoming year. The meeting shall commence between thirty (30) and ninety (90) days after receipt of the Annual Report.

4.9.2.2 Meeting Minutes: The Applicant shall provide all attendees and Signatory and Concurring Parties the minutes of the meetings described above within fifteen (15) calendar days of the date of the meeting(s).

4.9.2.3 Additional Meetings: Any Signatory or Concurring Party may submit a request to EPA, COE, or ADNR for additional meetings to discuss individual reports or activities at the Project site. Thirty (30) days notice is required prior to scheduling an additional meeting.

4.10 Procedures for Inadvertent Discoveries

4.10.1 Upon the inadvertent discovery of a potential historic property in any activity’s APE, work in the immediate vicinity that could harm the historic property shall cease and the Applicant shall protect the discovery site against further disturbance.

4.10.2 By the end of the next business day, the Applicant shall notify SHPO, EPA, COE, NVT and ADNR of the discovery. Within 24 hours, the agencies shall initiate consultation with the Signatory and Concurring Parties and potentially affected Tribal Governments regarding the discovery within one week of the discovery.

4.10.3 The agencies, in consultation with SHPO and the Signatory and Concurring Parties, will make a final determination on how to proceed. If the Signatory Parties agree that the discovery may be significant, the Applicant shall proceed in accordance with Stipulation 4.5, Treatment of Historic Properties, or 4.6, Treatment of Human Remains, of this PA, as appropriate.

4.11 Training

4.11.1 On an annual basis, or more frequently as circumstances require, the Applicant shall ensure that its contractors and employees are:

4.11.1.1 Advised against the illegal collection and disturbance of historic and prehistoric materials, including human remains, and are familiarized with the scope of applicable laws and regulations.
4.11.2 Trained in identifying and reporting historic properties, archaeological materials, human remains, and historic buildings or structures that may potentially be discovered during the course of their work.

4.11.2 The advice and training in Stipulations 4.11.1.1 and 4.11.1.2 above shall be provided by an archaeologist meeting the qualifications of the Secretary of the Interior’s Standards and Guidelines (48 FR 44738-44739).

4.12 Dispute Resolution

Should any of the Signatory Parties object within thirty (30) days of any action taken pursuant to this PA, the parties shall consult among themselves and resolve the objection. To the extent that there is any ongoing work that threatens the site, such work shall be suspended pending timely resolution of the objection.

4.12.1 If EPA, COE, ADNR, or SHPO determines that the objection cannot be resolved, EPA shall immediately forward all documentation relevant to the dispute to the Council. Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

4.12.1.1 Provide EPA and COE with recommendations, which they will take into account in reaching a final decision regarding the dispute; or

4.12.1.2 Notify EPA and COE that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment. Any Council comment provided in response to such a request shall be taken into account by EPA and COE with reference to the subject of the dispute.

4.12.1.3 Any recommendation or comment provided by the Council shall be understood to pertain to the subject of the dispute; EPA’s and COE’s responsibilities to carry out all actions under this agreement that are not the subjects of the dispute shall remain the same.

4.12.2 At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure or its manner of implementation be raised by a Tribe or a member of the public, EPA and COE shall fully consider the objection and consult with the objecting party, the Signatory Parties, and the Council, as appropriate. Any party, may at any time, independently request the Council to participate in the dispute resolution pursuant to 36 CFR 800.6(a)(1)(ii).

4.13 Confidentiality

Pursuant to 36 CFR 800.11(c), EPA and COE shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy, risk harm to the historic property, or impede the use of a traditional religious site by practitioners.

4.14 Amendments

Chuitna Coal Project – Draft Programmatic Agreement Revised 03.10.2009

Attachment B to Ordinance 2009-_____

11
Any Signatory Party to this PA may request that the other parties consider amending it, whereupon the parties shall consult to consider the amendment(s). Amendments will be executed in the same manner as the original PA. Concurring Parties may suggest proposed amendments to the Signatory Parties, who shall consider them. The PA may undergo a review every five (5) years if so requested by a Signatory Party.

4.15 Termination

Any Signatory Party to this PA may terminate it by providing thirty (30) days notice to the other parties explaining the reasons for the termination. The Signatory Parties will consult during this period to seek agreement on amendments or other actions that will avoid termination. In the event of termination, EPA and COE will comply with 36 CFR 800.1 through 800.7 and ADNR will comply with AS 41.35 on remaining Project undertakings, components, activities, or outstanding issues.

4.16 Duration

This PA shall become effective upon execution by the Signatory Parties and the Council, and shall remain in effect throughout the duration of the undertaking, which is estimated to be 25 years, unless terminated as provided in paragraph 4.14.

4.17 Execution and Implementation

Execution and implementation of this PA evidences that EPA and COE have satisfied responsibilities under Section 106 of the National Historic Preservation Act pursuant to 36 CFR 800, and that ADNR has satisfied responsibilities under the Alaska Historic Preservation Act pursuant to AS 41.35.

4.18 No Private Right of Action

This PA does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against the Signatory and Concurring Parties, their officers or employees, or any other person. This PA does not direct or apply to any person outside of the Signatory and Concurring Parties.
A. Signatory Parties

U. S. Environmental Protection Agency

By: ____________________________________ Date:_________________
    Michelle Pirzadeh
    Acting Regional Administrator, Region 10

U. S. Army Corps of Engineers

By:___________________________________ Date:_________________
    Name
    Colonel, Corps of Engineers
    Alaska District Engineer

Alaska State Historic Preservation Officer

By:______________________________ Date:_________________
    Judith E. Bittner
    State Historic Preservation Officer
B. Invited Signatory Parties

State of Alaska, Department of Natural Resources

By: ________________________________ Date: __________________
   Tom Irwin
   Commissioner, Alaska Department of Natural Resources

PacRim Coal, LP

By: ________________________________ Date: __________________
   Name:
   Title:

Kenai Peninsula Borough

By: ________________________________ Date: __________________
   John J. Williams
   Mayor

Native Village of Tyonek

By: ________________________________ Date: __________________
   Angela Sandstol
   President

Kenaitze Tribe

By: ________________________________ Date: __________________
   Rosalie Tepp
   Chairperson

Knik Tribal Council

By: ________________________________ Date: __________________
   Michael Tucker
   President

Tyonek Native Corporation

By: ________________________________ Date: __________________
   Tom Harris
   Chief Executive Officer
Alaska Mental Health Trust Authority

By: ___________________________ Date: ________________
   Name
   Title

Cook Inlet Region, Inc.

By: ___________________________ Date: ________________
   Hazel J. Felton
   Special Projects Manager
C. **Concurring Parties**

Lime Village Traditional Council

By: _________________________________ Date: ________________
Jennifer John
President

Salamatof Tribal Council

By: __________________________________ Date:_________________
Penny Carty
President

Ninilchik Traditional Council

By: __________________________________ Date:_________________
Richard G. Encelewski
President

Seldovia Village Tribe

By: __________________________________ Date:_________________
Don Kashevaroff
President

Native Village of Eklutna

By: _________________________________ Date:_______________
Dorothy Cook
President

Chickaloon Native Village

By: _________________________________ Date:_______________
Gary Harrison
Traditional Chief

Native Village of Port Graham
By: __________________________________ Date:_________________
   Patrick Norman
   Tribal Chief

Native Village of Nanwalek

By: __________________________________ Date:_________________
   Wally Kvasnikoff
   Chief
Appendix 1: Tribal Governments

Chickaloon Native Village
Gary Harrison, Traditional Chief
PO Box 1105
Chickaloon, Alaska 99674
(907) 745-0707
cvadmin@chickaloon.org, cvepp@chickaloon.org

Kenaitze Tribe
Rosalie Tepp, Chairperson
PO Box 988
Kenai, Alaska 99611
(907) 283-3633
kenaitze@alaska.org

Knik Tribal Council
Michael Tucker, President
PO Box 871565
Wasilla, Alaska 99687
(907) 373-3153
kniktrib@mtaonline.net

Native Village of Eklutna
Dorothy Cook, President
26339 Eklutna Village Road
Chugiak, Alaska 99567
(907) 688-6020
nve@eklutna-nsn.gov

Native Village of Nanwalek
Wally Kvasnikoff, Chief
PO Box 8326
Nanwalek, Alaska 99603
(907) 281-2274
nanwalek@yahoo.com

Native Village of Port Graham
Patrick Norman, Tribal Chief
PO Box 5510
Port Graham, Alaska 99603
(907) 284-2227
pnormanvc@hotmail.com

Native Village of Tyonek
Angela Sandstol, President
PO Box 82009
Tyonek, Alaska 99682
(907) 583-2201
Angela_s@tyonek.net
Ninilchik Traditional Council
Richard G. Encelewski, President
PO Box 39070
Ninilchik, Alaska 99639
(907) 567-4394
ntc@ninilchiktribe-nsn.gov

Salamatof Tribal Council
Penny Carty, President
150 N. Willow Street #29
Kenai, Alaska 99611
(907) 283-7864
snainc@alaska.com

Seldovia Village Tribe
Don Kashevaroff, President
Drawer L
Seldovia, Alaska 99663
(907) 234-7898
kash@kash.net

Lime Village Traditional Council
Jennifer John, President
P.O. Box LVD
Lime Village VIA
McGrath, Alaska 99627-8999
Appendix 2: Chuitna Coal Project Programmatic Agreement
Plan of Action for the Treatment of Human Remains and Graves

Purpose:
The purpose of this document is to establish procedures for the treatment of human remains and graves in the event of inadvertent discoveries in conjunction with the Chuitna Coal Project.

Preface:
The treatment of human remains following inadvertent discovery is governed by state and federal laws, land status, postmortem interval (time since death), and biological/cultural affiliation. On all lands in Alaska, the intentional and unauthorized destruction or removal of any human remains or intentional disturbance of a grave or associated objects is a violation of AS 11.46.482(a)(6), a class C felony. The disturbance of "historic, prehistoric and archaeological resources," including graves, on State lands is a violation of AS 41.35.200, a class A misdemeanor.

In Alaska, the State Medical Examiner (“SME”) has jurisdiction over all human remains (with rare exceptions, such as deaths resulting from military aircraft incidents or certain shared Federal/State jurisdictions), regardless of age (AS 12.65.005 to 100). The Alaska State Troopers (“AST”) require notification when any human remains, including ancient remains, are discovered. Because the Chuitna Coal Project, as currently proposed, is situated on State lands, Archaeological Resources Protection Act (“ARPA”) and Native American Graves Protection and Repatriation Act (“NAGPRA”) do not apply except with regard to the exceptions cited above. If the Project changes in the future to affect Federal lands, then the protections ensured by ARPA and NAGPRA would apply.

A. Discovery, initial treatment, and notification:
1. No project personnel or project related activity shall knowingly disturb human graves or remains.

2. If human graves or remains are discovered during any activity associated with the Chuitna Coal Project, the Applicant shall insure that work stops in the vicinity of the discovery and shall make efforts to protect the grave, remains, and/or associated materials from further disturbance.

3. All human remains shall be treated with care, dignity, and respect.

4. Following the inadvertent discovery of human remains, the Applicant shall immediately (within the hour) notify the Alaska State Troopers (including Investigator David Hanson and the SHPO). If the human remains are determined or believed to be Native American, the Applicant shall notify the Tribes(s) with the nearest geographic, cultural, or ethnic affinity within 24 hours of the determination. Additionally, the Applicant shall notify the State Medical Examiner’s Office within 24 hours of determining that the remains are believed to be less than 100 years old. Specific contact information may be found at the end of this document in Contact Information for Agency Officials Referenced in the Human Remains POA.
5. Following the Applicant’s completion of the requirements of the POA, the SHPO shall determine if the Applicant has complied with the POA and will provide the Applicant with a notice to proceed with actions in the Treatment Plan (described below). However, if the AST or SME choose to investigate, any actions will be at their discretion.

B. Investigation and Reporting:
1. If any human remains or graves are discovered and avoided during Chuitna Coal Project activities, the Applicant’s project archaeologist shall document the nature and location of those discoveries by non-intrusive investigation. The information shall be recorded in a Report of Findings, which shall include photos and maps as appropriate. Copies of this report shall be supplied to EPA, COE, ADNR SHPO, AST, and SME within ten (10) work days from the time of discovery. Copies of the report will also be distributed to affected Tribal governments and may be distributed to Concurring Parties, local governments, as well as other parties who may have an interest in the remains through lineal or cultural ties within fifteen (15) work days from the time of the discovery. Due to the confidential and sensitive nature of this information, distribution of the report to any organization other than EPA, COE, ADNR, SHPO, AST, SME, and affected Tribal governments shall be done in consultation with the SHPO and affected Tribal governments. To insure that the remains will not be inadvertently disturbed at a later date, the Applicant field personnel shall be notified on a “need to know” basis.

2. If the AST and/or SME choose to investigate, the Applicant shall continue to preserve the integrity of the scene and shall only conduct further documentation at the direction of the AST and/or SME.

3. If the AST and SME decline involvement in the investigation, and it is not economically possible to leave the remains or grave in undisturbed condition, the Applicant’s project archaeologist shall develop a Treatment Plan in consultation with EPA, COE, ADNR, SHPO, applicable Tribal governments and/or Concurring Parties, local governments and other affected parties. If information in the Report of Findings is insufficient to characterize the grave or remains with regard to cultural or lineal affinity, the SHPO shall require that the Applicant conduct or sponsor a respectful non-destructive investigation of the remains and associated funerary objects by a qualified professional to ascertain estimations of postmortem interval, race, sex, biological age, trauma, disease, cause of death, and cultural practices. The primary purpose of this investigation is to facilitate the identification of lineal and cultural descendents of the deceased. The findings of this investigation shall be documented in a Report of Osteological Examination that includes the above information, DNA analysis, along with basic measurements\(^1\) and photographs. The Report of Osteological Examination shall be attached or appended to the Treatment Plan prior to distribution. Copies of the Treatment Plan shall be supplied to EPA, COE, ADNR, and SHPO, along with applicable Tribal governments, Signatory Parties, Concurring Parties, local governments, and other interested parties within thirty (30) days of discovery or within forty-five (45) days of the discovery.

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\(^1\) Osteometric measurements shall minimally include those reported in “Data Collection Procedures for Forensic Skeletal Material,” by Peer M. Moore-Jansen, Stephen D. Ousley, and Richard L. Jantz, the University of Tennessee, Department of Anthropology, Report of Investigations No. 48, 1994. These are standard measurements used in forensic osteological investigations conducted by/or the Alaska State Medical Examiner’s office, and will provide consistency in reporting.
discovery if a Report of Osteological Examination is required. In either case, the receiving parties shall have ten business days to review the treatment plan and provide comments to the Applicant, who shall incorporate the comments into the final Treatment Plan.

C. Final Treatment and Disposition:

1. Upon concurrence and approval of the treatment plan by EPA, COE, ADNR, affected Tribal governments and SHPO, the Applicant shall follow the procedures outlined in the Treatment Plan. No response by the federal agencies, ADNR, Tribal governments or interested parties may be taken as concurrence to the procedures outlined in the Treatment Plan. However, regardless of the absence of comments by the Signatory or Concurring Parties, the Applicant shall obtain SHPO approval of the Treatment Plan prior to implementation. The SHPO may provide a copy of the Treatment Plan to the SME and AST.

2. Any removal or re-interment of human remains shall be done in consultation with EPA, COE, ADNR, SHPO, affected Tribal Governments and affected parties. The District Magistrate or Registrar of Vital Statistics shall be consulted regarding the need for a disinterment-reinterment permit or a burial transit permit.
Contact Information for Agency Officials Referenced in the Human Remains POA

**Alaska State Troopers:**

Investigator David B. Hanson, Alaska Bureau of Investigations  
Phone: (907) 269-5643  
Fax: (907) 338-7243  
E-mail: david.hanson@alaska.gov

**Alaska State Medical Examiner’s Office:**

Dr. Franc G. Fallico, Acting Chief Medical Examiner  
Phone: (907) 334-2200  
Fax: (907) 334-2216  
E-mail: franc.fallico@alaska.gov

Kenneth Cramer, Death Investigator  
Phone: (907) 334-2200  
Fax: (907) 334-2216  
E-mail: Kenneth.Cramer@alaska.gov

**Alaska Bureau of Vital Statistics:**

Phillip Mitchell, Chief  
Phone: (907) 465-8604  
Fax: (907) 465-3618  
E-mail: Phillip.Mitchell@alaska.gov

Janet Shea  
Phone: (907) 465-8608  
Fax: (907) 465-4689  
E-mail: janet.brown@alaska.gov

**Alaska Office of History and Archaeology (State Historic Preservation Office):**

Judith E. Bittner, Chief/ State Historic Preservation Officer (OHA/SHPO)  
Phone: (907) 269-8715  
Fax: (907) 269-8908  
E-mail: judy.bittner@alaska.gov

Dave McMahan, State Archaeologist/ Deputy SHPO/ Forensic Consultant (OHA/SHPO)  
Phone: (907) 269-8723  
Fax: (907) 269-8908  
E-mail: dave.mcmahan@alaska.gov

Joan Dale, Archaeologist/ Forensic Consultant (OHA/SHPO)  
Phone: (907) 269-8718  
Fax: (907) 269-8908

**U.S. Environmental Protection Agency:**

Hanh Shaw, Chuitna Project Manager  
Phone: (206) 553-0171  
Fax: (206) 553-0165  
E-mail: shaw.hanh@epa.gov

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Chuitna Coal Project – Draft Programmatic Agreement  
Revised 03.10.2009  
Attachment B to Ordinance 2009-______
**U.S. Army Corps of Engineers, Alaska District:**

Skip Joy, Project Manager  
Phone: (907) 753-2744  
Fax: (907) 753-5567  
Email: Irvin.t.joy@poa02.usace.army.mil

**Alaska Department of Natural Resources:**

Ed Fogels, Director, Office of Project Management and Permitting  
Phone: (907) 269-8423  
Fax: (907) 269-8930  
E-mail: ed.fogels@alaska.gov

**Tribal Governments:**

See Appendix 1 for a list of Tribal Government contacts
### Appendix 3: Definitions & Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADNR</td>
<td>State of Alaska Department of Natural Resources</td>
</tr>
<tr>
<td>AMHTA</td>
<td>Alaska Mental Health Trust Authority</td>
</tr>
<tr>
<td>APE</td>
<td>Area of Potential Effect</td>
</tr>
<tr>
<td>Applicant</td>
<td>PacRim Coal, LP</td>
</tr>
<tr>
<td>ARPA</td>
<td>Archeological Resources Protection Act</td>
</tr>
<tr>
<td>CEQ</td>
<td>Council on Environmental Quality</td>
</tr>
<tr>
<td>CIRI</td>
<td>Cook Inlet Region, Inc.</td>
</tr>
<tr>
<td>COE</td>
<td>U.S. Army Corps of Engineers</td>
</tr>
<tr>
<td>Concurring Party</td>
<td>Party that agrees to the process set out in this PA</td>
</tr>
<tr>
<td>Council</td>
<td>Advisory Council on Historic Preservation</td>
</tr>
<tr>
<td>EO</td>
<td>Executive Order</td>
</tr>
<tr>
<td>EPA</td>
<td>U.S. Environmental Protection Agency</td>
</tr>
<tr>
<td>Historic Properties</td>
<td>District, site, building, structure or object, including landscape, that meets eligibility requirements for NRHP under 36 CFR 60.4, including properties to which a tribal government or other party attaches religious and/or cultural significance in accordance with <em>National Register Bulletin #38</em>.</td>
</tr>
<tr>
<td>Invited Signatory Parties</td>
<td>Parties invited by EPA and COE to be signatories to the PA, who may have responsibilities under the PA, and who will have the same rights with regard to seeking amendment or termination of the PA as other signatories.</td>
</tr>
<tr>
<td>KPB</td>
<td>Kenai Peninsula Borough</td>
</tr>
<tr>
<td>LMU_1</td>
<td>Logical Mining Unit 1</td>
</tr>
<tr>
<td>Mitigation Plan</td>
<td>Plan that addresses how the adverse effects to historic properties, including how the Ch’u’itnu Archaeological District are resolved</td>
</tr>
<tr>
<td>NEPA</td>
<td>National Environmental Policy Act</td>
</tr>
<tr>
<td>NHPA</td>
<td>National Historic Preservation Act</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>NRHP</td>
<td>National Register of Historic Places</td>
</tr>
<tr>
<td>NVT</td>
<td>Native Village of Tyonek</td>
</tr>
<tr>
<td>Landowners</td>
<td>ADNR, KPB, CIRI, TNC and the Alaska Mental Health Trust Authority</td>
</tr>
<tr>
<td>NAGPRA</td>
<td>Native American Graves Protection and Repatriation Act</td>
</tr>
<tr>
<td>PA</td>
<td>Programmatic Agreement</td>
</tr>
<tr>
<td>Permittee</td>
<td>PacRim Coal, LP</td>
</tr>
<tr>
<td>POA</td>
<td>Plan of Action</td>
</tr>
<tr>
<td>PRC</td>
<td>PacRim Coal, LP (Applicant/Permittee)</td>
</tr>
<tr>
<td>Project</td>
<td>Chuitna Coal Project</td>
</tr>
<tr>
<td>ROD</td>
<td>Record of Decision</td>
</tr>
<tr>
<td>SEIS</td>
<td>Supplemental Environmental Impact Statement</td>
</tr>
<tr>
<td>SHPO</td>
<td>State Historic Preservation Officer</td>
</tr>
<tr>
<td>Signatory Party</td>
<td>Party subject to the statutory requirements of the NHPA Section 106, and signing this PA to satisfy those statutory requirements.</td>
</tr>
<tr>
<td>SME</td>
<td>State Medical Examiner</td>
</tr>
<tr>
<td>TNC</td>
<td>Tyonek Native Corporation</td>
</tr>
<tr>
<td>UAF</td>
<td>University of Alaska Fairbanks</td>
</tr>
</tbody>
</table>
Provisional Curation Request

Curation at the University of Alaska Museum is requested for the following collection(s):

**Project Name:** CHUITNA COAL PROJECT

**Project Area:** LADD LANDING, BINGA, ALASKA, WEST COOK INLET

**Site Name(s):** CH’U’I’TNA ARCHAEOLOGICAL DISTRICT

**AHRS #:** TYD-08132

**Dates of Investigation:** 2006 - 2007 (ONGOING)

**Principal Investigator:** ERIK D. HILSINGER

**Nature of Investigation (attach additional sheets if necessary):** PRELIMINARY INVESTIGATION UNDER SECTION 106 OF NATIONAL HISTORIC PRESERVATION ACT FOR THE PROPOSED CHUITNA COAL PROJECT. ARTIFACTS COLLECTED ARE FROM SURVEYS, TEST EXCAVATIONS, AND SHOVEL PROBES.

**Estimated Cubic Feet:** Artifacts 3 Documentation 1

**Land Management Agency or Landowner:** KENAI PENINSULA BOROUGH, STATE OF ALASKA

**Permit Agency:** ENVIRONMENTAL PROTECTION AGENCY

**Sponsoring Organization:** CHUITNA COAL PROJECT

**Principal Investigator or Submitting Archaeologist:** ERIK D. HILSINGER

**Title:** RESEARCH ASSOCIATE Organization: STEPHEN R. BENDON ASSOCIATES

**Address:** PO BOX 1480

**City:** ANCHORAGE State: AK Zip 99510

**Phone:** 907-276-8222 Fax: 907-276-6117 Email: scba@staff.aialaska.net

The undersigned acknowledges that he/she has read and agrees to abide by the University of Alaska Museum Curation Guidelines in effect on the date of signature.

Submiting Archaeologist signature: ERIK D. HILSINGER, MA Date: 2/14/08

Upon approval of provisional curation, the University of Alaska Museum agrees to serve as the repository for collections generated from the project specified on this form. Final acceptance of the collections is contingent upon compliance with the University of Alaska Museum Curation Guidelines.

Provisional Curation Approved: X Denied:

Archeology Curator: JEFF RASIC Date: 4/9/2008
I. PURPOSE
The University of Alaska Museum (UAM) curates archaeological collections from state, federal, private and Alaska Native lands in Alaska for future research, exhibit, and instruction. When a collection is deposited at the Museum, UAM assumes a commitment to ensure the safe storage and availability for study and exhibition of that collection in perpetuity or to the extent allowed by an established agreement. In order to meet this commitment, UAM has formulated the following procedures and requirements.

II. PROVISIONAL CURATION REQUEST
Prior to designating UAM as the repository for an archaeological collection, the Principal Investigator (PI) must complete a Provisional Curation Request form. The Provisional Curation Request form should be completed during the planning phase of the project. Only one form needs to be completed per project. UAM will review the request and may approve or deny provisional curation. Reasons for denial of provisional curation typically include determination that the collection falls outside UAM’s mission or UAM does not have the space to curate the collection. The Provisional Curation Request form notifies UAM of a potential collection, notifies the PI that they must comply with these Guidelines, and notifies the Permit Agency that UAM has agreed to serve as the repository for the collections. Unless otherwise specified by a Memorandum of Agreement, the PI is responsible for complying with these Guidelines, including the payment of Curation Fees.

III. AGREEMENT
Any collection deposited at UAM must be covered by an agreement (Memorandum of Agreement, Memorandum of Understanding, or Trust Agreement) between UAM and the land management agency or landowner. This agreement establishes a curatorial partnership between UAM and the agency/landowner and details the responsibilities of UAM and the agency/landowner regarding any collections deposited at UAM. If an agreement does not already exist, one will be completed as soon as possible. The agreement must be signed by
authorized representatives of the agency/landowner and UAM. In the case of collections from private land, a Deed of Gift must be completed before the collection is accessioned.

IV. ACCESSIONING

Accession numbers are assigned by the Archaeology Collections Manager when notified by the PI that a collection exists and is ready to be cataloged. An accession number will be assigned to a collection recovered from one site during one field season. If a site is investigated during more than one field season, a new accession number will be assigned by UAM for each year’s collection. If more than one site is investigated during one field season, a different accession number will be assigned by UAM for each site’s collection. The PI should contact the Archaeology Collections Manager to receive an accession number. At the time an accession number is assigned, UAM will request the following information and record the transaction in an accession ledger:

- Site Name
- Alaska Heritage Resources Survey (AHRS) site number
- Name of the Principal Investigator
- Year of Investigation
- Project Name
- Sponsoring Organization
- Permit Agency
- Land Management Agency or Landowner
- Agency Unit
- a count or estimated count of the number of specimens in the collection
- an estimate of the cubic footage of properly packaged artifacts and documentation
- a summary of the collection

Unless otherwise agreed to in a Memorandum of Agreement, accession numbers assigned to archaeological collections by UAM consist of three parts (e.g., UA2000-051). The letters "UA" (for "University of Alaska Museum") designate the curating institution. The first four digits are the calendar year of assignment. The second three digit number indicates the position of the particular accession in the series of accession numbers assigned by the archaeology department.

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for that year. The series of numbers from 001 to 050 is reserved for the use of the ethnology and history department in order to avoid duplication of accession numbers for similar collections; archaeology department accessions begin with series number 051.

V. CONSERVATION
The conservation needs of a collection should be considered during the planning phase of the project. The PI should evaluate the potential needs of a collection and budget accordingly. Conservation may require a significant investment of time and money. Archaeologists in the field and in the lab can employ some preventive conservation measures. A professional conservator should carry out any conservation treatment. A collection must be in a stable condition and any necessary conservation treatments must be completed before a collection is deposited at UAM. Curation of the collection in perpetuity in a qualified archaeological repository is only the final step in a long-term conservation plan.

Artifacts must be cleaned before being deposited at UAM. The method and degree of cleaning should be appropriate for the type and condition of the artifact. In general, artifacts should be dry brushed only. Special consideration should be given to preservation of residues that might be useful for future analysis (e.g., blood residue analysis).

UAM does not have a conservator on staff but can direct archaeologists to conservators and references on archaeological conservation such as:

Cross, S., C. Hett, and M. Bertulli

VI. CATALOGING
Each specimen, sample, or lot of specimens must be assigned its own unique catalog number. The catalog number links the artifact to all associated information. The catalog number consists of the accession number followed by a four digit sequential number that identifies the artifact within that accession (e.g., UA2000-051-0001). **Leading zeros should not be used when applying the number to an artifact.** (e.g., UA2000-51-1)
A grouping of similar objects of identical provenience (e.g., "100 basalt flakes, 0-5 cm, Test Pit 1") can be employed to simplify cataloging. Such a grouping is referred to as a "lot". The practice of numbering some of the larger pieces in each lot facilitates comparative studies and provides "back-up" identification. The extent of additional numbering is influenced by research or other considerations.

The purpose of cataloging is to produce an item-by-item record of the contents of an accession. The catalog will assist research by providing a convenient means of cross-referencing between documentary materials and specimens in the accession. Successful curation of the collection depends on the availability of a reliable catalog.

The catalog consists of a sequential list of entries in columnar format. Each catalog entry includes several fields of information; including the catalog number itself, which consists of the accession number followed by a unique number corresponding to the item's position in the catalog sequence. To illustrate, the first entry in the catalog for accession UA2000-051 would be catalog number UA2000-051-0001, the second UA2000-051-0002, and so on. Leading zeros in the catalog number are necessary to facilitate sorting in the computer database.

Other information recorded for each catalog entry is artifact description, provenience, and collection data. Artifact descriptions typically include formal or functional categorization (object name) and material type (e.g., stone, bone, ivory...). If the item is cataloged as a lot, a count and weight should be indicated. In the event of number damage or of separation of unnumbered items from their labeled containers, the item description may be useful in the identification of specimens for which provenience might otherwise be lost. Measurements and photographic prints are also useful, but not mandatory.

The provenience-related content of each catalog entry is determined by the investigator's method of excavation and field recording procedures. Controlled excavation produces the most detailed provenience information, and generally includes grid square designation, position within grid square, elevation relative to a vertical datum, stratigraphic unit, and cultural feature.
Collection data such as excavator, date of collection, and field numbers should appear in the catalog and are useful for cross-referencing to field notes. A comments column is helpful for calling attention to distinctive features or unusual circumstances. Should charcoal or other samples be submitted for destructive analysis, a note to that effect should be entered in the catalog. As a general rule, care should be taken to ensure that provenience recorded in the catalog is as clear, concise, complete and reliable as possible.

An Excel version of the catalog on CD must be deposited at the Museum in addition to the hard copy of the catalog list. This allows us to directly import the catalog data in to our Archaeology Collections Database. In order to make it easier for the catalog to be directly imported into the database, UAM has created a catalog template. UAM requests that this catalog template be used whenever possible.

**The following fields are mandatory for the collection catalog:**

- Accession Number
- Catalog Number
- Object Name
- Material Type
- Provenience
- Field Number (when applicable)
- Excavator
- Date of Excavation
- Lot Count (when applicable)

**VII. NUMBERING**

The complete catalog number, including accession number, must be applied directly on the artifact whenever possible. **Leading zeros should not be used when applying the number to an artifact** (e.g., UA2000-51-1). If it is not possible to label the artifact with the complete catalog number, then the artifact may be labeled with only the specimen number. The number
should be applied to the artifact so that it will not interfere with future analysis or degrade exhibit potential. The section of the artifact’s surface that will be labeled should be stable and clean.

Some artifacts, such as textiles, can not be numbered directly. If direct application of a number is not possible, gently tie an acid-free tag/label to the artifact. Do not glue tags or labels directly to specimens. Catalog information on acid-free tags/labels should be written with archival black ink or printed with a laser printer. Some artifacts, such as small flakes, cannot be numbered directly or with a tag/label. In this case, the catalog number should be written on an acid free paper label placed inside the artifact storage bag or box.

An acid-free paper label should be placed inside every artifact bag or box even if the artifact is directly labeled with the catalog number. Information on each artifact label should include catalog number, artifact name, AHRS number, provenience data, and lot count (if applicable). Paper labels should be on acid-free archival paper and written with archival black ink or printed on a laser printer. If the artifact is likely to damage the label, then the label should first be placed in its own zip-lock bag before being placed in the bag with the artifact. In all cases, the outside of the artifact bag or box should also be labeled with the artifact catalog number.

To apply a catalog number on an artifact, first brush on a small patch of clear sealer as a base coat. Write the catalog number on the dry base coat using archival black ink. Labels printed on acid-free paper with a laser printer can be used instead of hand-written numbers. Please write numbers as small and clearly as possible. If the artifact is too dark for the black ink to be visible, brush on a white base coat on top of the clear base coat. The white base coat should not extend beyond the edges of the clear base coat and should not be applied directly to the object. The white pigment will permanently stain the artifact. It is rarely necessary to apply a white base coat on a dark material to serve as a base for black lettering. Finally, brush on a top coat of clear sealer to protect the number.

All numbers must be legible!
MATERIALS
The materials used for numbering must be reversible, non-damaging to the artifact, archival, durable, and safe for repeated use by staff. The following materials meet these requirements but other materials may be acceptable. UAM can only recommend those materials with which the staff is familiar. Please discuss use of alternative materials with the Archaeology Collections Manager before applying them to the artifacts.

clear sealer
- Acryloid B-72
- Rhoplex B-60A
- Acryloid B-67
- Soluvar Liquitex
- Golden gloss artists’ acrylic medium

white base coat
- Acryloid B-72 opaque acrylic resin with titanium dioxide pigment
- White titanium dioxide acrylic artist’s paint

black ink
- Sakura Pigma pen
- Rapidograph pen and archival black ink
- Quill pen and archival black ink

Nail polish and white-out are not acceptable numbering materials!
These materials are not archival and will degrade quickly over time. They will split and peel off the artifact taking the catalog number with them.

VIII. PACKAGING AND LABELING
Most archaeological specimens can be stored individually in an archival 4mil zip-lock polyethylene bag with white block. This is the standard, default storage for archaeological specimens. Store each artifact in an individual 4 mil zip-lock polyethylene bag and write the artifact number on the white block of the bag with a black Sharpie marker. Artifact numbers and other information not written on the white block of the plastic bag will rub off. Individual flakes in a flake lot do not need to be individually bagged. Soil samples, faunal remains and
other bulk samples should be double bagged with an acid-free paper label facing outward between the two bags. **Bulk samples must be completely dried.** If more than one bag is needed for a single cataloged lot of specimens, then the bags should be labeled “1 of N, 2 of N, etc.”. Radiocarbon samples should be stored in an aluminum foil packet and then placed in an individual 4-mil zip-lock polyethylene bag.

Some specimens can not be stored in zip-lock bags. Fragile objects requiring more protection can be placed in an archival box with a layer of archival foam on the bottom. These can be purchased or custom made. Artifacts may need to be padded with archival foam or tissue paper. Artifacts that are too large or odd-sized to fit in a bag should be containerized in an archival box. Some artifacts may be too large to be containerized in an archival box. UAM should be contacted to arrange for curation of exceptionally large artifacts.

Artifacts must be packaged first by project, then by site, then by artifact class and/or material type (e.g., stone, bone, metal, wood, ceramic, soil samples, faunal material), and then numerically by catalog number. With larger collections it may also be necessary to sort artifacts by intra-site provenience after sorting by site. Artifacts of the same artifact class and/or material type require similar physical and environmental storage conditions. Therefore, storing artifacts in numerical order by artifact class and/or material type allows UAM to efficiently use storage space, easily retrieve artifacts for future analysis, and provide optimal preservation conditions based on the requirements of the material type.

Pack artifacts in **15”L x 12.5”W x 10”H** or **15”L x 6”W x 10”H Hollinger acid-free Records Storage Boxes with separate lid (item 10760 or 10755)**. Use half boxes for heavy specimens such as soil samples or large cobbles. Pack heavy materials on the bottom, under lighter fragile materials. Box weight must not exceed 50 lbs. Each box must contain an inventory printed on acid-free paper, keyed to the master catalog list by catalog number. Label each box with accession number, AHRS number, site name, artifact class/material type, and box number. Number boxes continuously for the entire collection. Do not start over for a new material type or artifact class. Hollinger brand inner packing boxes or trays with dividers can be used to separate
and protect artifacts within the boxes. These inner packing boxes can be used alone to package smaller collections that do not require a standard or half size Hollinger box.

Artifacts requiring conservation treatment may need to be housed according to special conditions determined by a conservator.

**Label Examples**

*Label for Paper Tags Example*
- **Catalog Number**: UA2000-051-0001
- **Object Name**: Flake Lot
- **AHRS Number**: FAI-00001
- **Site Name**: Campus Site
- **Provenience Data**: N13/W10
- **Lot Count (if applicable)**: 5

*Label for Accession Boxes Example*
- **Accession Number**: UA2000-051
- **AHRS Number**: FAI-00001
- **Site Name**: Campus Site
- **Material Type**: Lithics
- **Box Number**: Box 1 of 5

*Label for Records Boxes Example*
- **Accession Number**: UA2000-051
- **AHRS Number**: FAI-00001
- **Site Name**: Campus Site
- **Document Type**: maps, profiles, drawings
- **Box Number**: Box 1 of 2

**IX. DOCUMENTATION**

Collection documentation is equally as important as the artifacts themselves. The documentation holds all of the significant information about the artifacts. Documentation provides the ability for future researchers to reconstruct the original context of artifacts. This information is not only contained in the individual documents but also in the relationships between documents. It is important to preserve collection documentation and maintain the link between the artifacts and the documents. All documentation must accompany the material collection when it is deposited.
at UAM. Documentation may include, but is not limited to, field notes and notebooks, maps, photographs, analysis notes, radiocarbon reports, collection catalog, and final report.

Documents should be stored in archival letter or legal size 1” full tab reinforced file folders and organized in records groups according to the basic principles of provenance and original order. Records from a single project should be stored together. If the documents relate to more than one collection of artifacts, all documents should be stored together. Documents relating to a single collection should be grouped together when possible. Records from separate projects should be stored separately. Records from the same source should be stored together. In all cases, records should be stored according to the original order in which they were created and used. When possible, records should be stored together by type (field notebooks, maps, photographs, etc.).

All documents must be printed on archival bond paper whenever possible (e.g. collection catalogs, final reports). Copies of important documents must be made on archival bond paper and included in addition to the originals (e.g. field notebooks, radiocarbon reports). Records should not be stapled unless absolutely necessary. It is preferable to simply place documents in an archival folder and separate with interleaved sheets of archival bond paper. If necessary, it is preferable to secure documents together with stainless steel paper clips that will not rust or damage the paper. A 1” x 3” strip of archival bond paper must be placed under the paper clip to protect the documents.

Folders should be labeled in pencil along the tab with a folder title describing the contents. If the documentation consists of more than one folder, documents must be placed in one of the following document storage containers before being deposited at UAM.

Hollinger Document Case with Hinged Lid and Pull String
Item 10390AB Letter Size 2.5” width
Item 10370AB Letter Size 5” width
Item 10380AB Legal Size 2.5” width
Item 10360AB Legal Size 5” width

If any documents are larger than legal size, they are considered oversize documents. UAM should be contacted to arrange for the curation of a large number of oversize documents. Oversize documents should be placed in an archival map folder or archival box and stored flat.

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whenever possible. UAM has limited map case storage space for housing oversize documents with dimensions up to 31” x 43”. In the case of a large number of oversize documents, they should be rolled and placed in one of the following map boxes before being deposited at UAM.

University Products Roll Storage Box

Item 777-4430 4”x4”x30”

Metal Edge Roll Storage Container

Item 4445 4”x4”x25-45”

The following documents must accompany each collection:

- An inventory of all records included with the collection.
- A catalog of all recovered artifacts in both hard copy and excel format on CD.
- A copy of the project’s final report.
- A copy of all permits associated with the project
- A statement describing any laboratory and field procedures used on artifacts in the collection, and a description of lab coding formats or any other type of analytical records used in the analysis of the collection if applicable. This includes, for example, details on field procedures and materials used in cataloging the collections.
- A report of any analysis conducted on the artifacts (e.g. reports from radiocarbon dating)
- If any artifacts required conservation treatment, the records must include a list of conserved artifacts with a description of conservation treatments and the name of the conservator.
- If any specimens were used in destructive analysis, the records must include a list of those specimens used in destructive analysis and such specimens should be cataloged and included in the collection catalog, even when completely destroyed in analysis.
- If the records include photographs, the collection must contain a photograph catalog. Photographic materials should be organized by media type (e.g. black and white, color, roll film, sheet film, slides, video, computer disk). All photographic materials should be produced and stored as archivally as possible. All photographic materials must be stored in polyester film sleeves and then placed in archival folders or binders as appropriate. Black and white negatives should be printed on archival, rag-base paper and processed archivally. Undeveloped film should not be included.

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X. DELIVERY
Collections should be deposited at UAM within one year from the date an accession number(s) is assigned. One-year extensions may be granted for a total period of up to three years unless other arrangements have been made with UAM. After this time period, the collection may be subject to revised Curation Guidelines and fees. The PI must contact UAM to schedule a time for delivery of the collections. UAM requires at least two weeks notice if the collection is hand delivered and thirty days if the collection is sent through the mail. **Collections should be hand delivered whenever possible.** If the collection is sent through the mail, take steps in anticipation of loss. **Register and insure the parcel(s) to facilitate tracking.** For insurance purposes, UAM determines the value of most collections to be equivalent to the cost of field collection and analysis and/or the estimated cost of recollection and analysis. UAM, however, does not accept responsibility for collections that have not yet been physically deposited in the Museum. Originators of shipments may wish to consult the insurance office of their institutions.

Shipment is typically the time when collections are most vulnerable to damage or loss. Packing must guard against damage from sudden movements, impacts and crushing. However, some fragile objects may suffer more from the effects of over-zealous packing than from shipping itself.

XI. LETTER OF REVIEW
After delivery, UAM will review the collection for compliance with the Curation Guidelines and submit a Letter of Review to the PI, generally within one month of receipt. The Letter of Review will certify that the collection was received and is in compliance or will detail any problems with the collection. If the collection does not conform to the requirements, UAM will bring the collection into compliance at the expense of the PI or UAM will return the collection to the PI (at the expense of the PI) and the PI can bring the collection into compliance. Once the collection has been reviewed and is in compliance, UAM will send an Invoice to the PI for processing and curation fees.
XII. FEES
Storage facilities, materials, and personnel support will be required to house and curate collections in perpetuity following deposition at UAM. UAM charges the following fees to enable the collection to be curated in perpetuity according to the latest professional standards for future research, exhibit, and instruction. Fees are subject to change and will be reviewed annually.

CURATION FEE (one time fee)

1 cubic foot of storage space (artifacts and documentation)
$500/ft^3

The per unit fee for long term maintenance of the collection(s) includes annual percentage of material replacement and upgrade costs, and annual personnel support.

TEMPORARY CURATION FEE (monthly fee)

1 cubic foot of storage space
$10/ft^3/month

PROCESSING FEE (one time fee)

One hour processing time (labor only)
$20/hr. plus material costs
Minimum charge: $20

The per hour fee charge for bringing the collection(s) and/or documentation which do not meet the requirements into conformance with those requirements.

If you have any questions regarding these Guidelines, please contact UAM prior to preparing collections:

James W. Whitney
Archaeology Collections Manager
University of Alaska Museum
PO Box 756960
Fairbanks, AK 99775
Tel: 907-474-6943
Fax: 907-474-5469
Email: fnjww1@uaf.edu

(Rev 9/2007)
MEMORANDUM

TO: Milli Martin, Assembly President
    Kenai Peninsula Borough Assembly Members

THRU: David R. Carey, Borough Mayor

FROM: Max J. Best, Planning Director

DATE: August 12, 2009

SUBJECT: Ordinance 2009-42; Authorizing the Mayor the enter into an agreement to transfer artifacts to the Native Village of Tyonek and to authorize the mayor to execute the Programmatic Agreement under section 106 of the National Historic Preservation Act related to the Chuitna Coal Project

The Planning Commission reviewed the subject ordinance during their regularly scheduled August 10, 2009 meeting. A motion to recommend enactment of the ordinance passed by unanimous consent.

Draft, unapproved minutes of the subject portion of the meeting are attached.
AGENDA ITEM F. PUBLIC HEARINGS

Mr. Best introduced Mr. Bruce Richards, Land Management Project Manager for the Ladd Project. He presented the staff overview on this ordinance for recommendation to the Assembly.

1. Ordinance 2009-42; Authorizing the Mayor the enter into an agreement to transfer artifacts to the Native Village of Tyonek and to authorize the mayor to execute the Programmatic Agreement under section 106 of the National Historic Preservation Act related to the Chuitna Coal Project

Staff Report given by Bruce Richards  PC Meeting: 8/10/09

In compliance with federal permitting regulations and the National Historic Preservation Act, archeological and cultural field studies were conducted on borough land in the Ladd Landing area. These studies identified just under 5,000 of Dena’ina cultural artifacts that have been discovered. As the landowner, the Kenai Peninsula Borough (KPB) is also the owner of the artifacts. Completed studies indicate the Native Village of Tyonek has the most immediate cultural and religious ties to the Dena’ina artifacts which date back to the early 1500’s.

A Programmatic Agreement developed between state and federal agencies, PacRim Coal, KPB, Native governments and other stakeholders has identified processes to avoid, minimize, and mitigate any disturbance of historic properties.

This ordinance would authorize the Mayor to enter into an agreement to transfer the artifacts severed from KPB-owned lands related to the Chuitna Coal Project to the Native Village of Tyonek. The ownership transfer would occur upon delivery of artifacts to the University of Alaska Fairbanks Museum.

Additionally, this ordinance would authorize the Mayor to execute the Programmatic Agreement that has been drafted under Section 106 of the National Historic Preservation Act related to the Chuitna Coal Project.

END OF STAFF REPORT

Chairman Bryson read the rules by which public testimony was taken.

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

MOTION: Commissioner McClure moved, seconded by Commissioner Carluccio to recommend enactment of Ordinance 2009-42.

Chairman Bryson asked what the procedure would be if, for instance, Captain Cook’s lifeboat was found. Mr. Richards replied there was not directly any agreement at this point. He thought that could be discussed when they begin the final talks with the Native Village of Tyonek. Chairman Bryson thought the items found were through trade.

Mr. Richards stated there were 77 artifacts that were radiocarbon data. The interesting part is that these house pits that were discovered were used in the early 1500’s. There were other pieces of artifacts from these same house pits that may have been 150-200 years old which shows that people kept coming back to them. They have found multiple different timeframes where people had occupied the house pits. He believed the items being discussed were objects of trade. Mr. Richards was not anticipating any more discoveries. He stated the project was moved across the road where the transport terminal for Ladd Landing was as a result of these discoveries. The whole operation was moved across Pan Am Road which is still Borough property.

Commissioner Foster asked if someone from the Tyonek Tribe was working on the project so that if something was found then it was not buried or passed over. Mr. Richards replied the enforcement of the Programmatic Agreement was jointly held by the Army Corp of Engineers, the Environmental Protection
Agency and the State of Alaska Division of Mining who will be on site.

Commissioner Carluccio stated the City of Seldovia was in the process of redoing the water and sewer lines. They had to have an archeologist on site as they were digging up the ground. There was one spot where they found items so they had to treat that area very carefully. She asked what would happen if the names of the individuals changed that were listed on the agreement. Mr. Richards stated the programmatic agreement was in draft form at this point and many names have changed already. All the changes are in the margin which was not printed on the form. He stated all the names will be changed on the final agreement.

There being no further discussion or comments, the commissioner proceeded to vote.

VOTE: The motion passed by unanimous consent.

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Mr. Richards clarified the document book listing the artifacts was confidential information because it showed the locations of the findings. The book will remain in the possession of Land Management and is not for public distribution.

AGENDA ITEM F: PUBLIC HEARINGS

2. Ordinance 2009-45; Authorizing the Borough to Enter into a Supplemental Cooperative Agreement with the Natural Resources Conservation Service Regarding the Old Mill Subdivision Buyout Program Located in the Seward Area

Staff Report given by Max Best PC Meeting: 8/10/09

In September 2008, the Assembly passed an ordinance that appropriated a grant of $1,369,125 that required a 25% local match of $456,375 for conducting a voluntary buyout in the Seward area. This is through the Natural Resource Conservation Service (NRCS) administered by the Emergency Watershed Protection program on state, tribal and private lands by providing technical and financial assistance to local sponsoring authorities.

This ordinance presents for assembly consideration and approval a supplement to the cooperative agreement approved in September 2008 regarding the proposed buyout of certain properties in the Old Mill Subdivision located in the Seward vicinity. The Old Mill Subdivision has repeatedly been flooded over the years causing extensive damage to structure and property. The agreement is for the purpose of restoring and enhancing the floodplain’s functions and values while helping landowners relocate to avoid future damages. The supplemental agreement spells out the process including notifying the eligible property owners and public, holding a public meeting to discuss the project and assist the property owners in obtaining the appropriate paperwork, ensuring that the subject property is appropriate for acquisition by conducting Phase 1 and possibly Phase 2 (hazardous material assessments), and clarifying that the purchases would be for fair market value. This is a voluntary program so those wishing to sell their properties would have a certain amount of time to submit application for sale and through criteria set up by NCRS and the Borough who would apply the criteria to determine which properties the Borough can acquire and minimize flood damage. After the properties are acquired there would be conservation easements put on the property so that no new buildings could be constructed. The old buildings would be demolished and wells would be abated per statutory requirements as well as septic systems. Most of the match money would be utilized to remove any infrastructure off the property.

The borough would then be the owner of the property but would convey to the NRCS an easement preserving the floodplain attributes but allowing the borough to have limited use of the properties as the underlying owner.
KENAI PENINSULA BOROUGH
ORDINANCE 2009-43

AN ORDINANCE APPROVING PERCY HOPE AND DISCOVERY PARK
R-M, MIXED-RESIDENTIAL LOCAL OPTION ZONING DISTRICTS,
AND AMENDING KPB 21.46.030 AND 21.44.230

WHEREAS, KPB Chapter 21.44 provides property owners in the rural district an opportunity
to petition the assembly for greater restrictions on land than otherwise provided
by borough code; and

WHEREAS, KPB 21.44.030(C) provides that a local option zoning (LOZ) district may be
proposed at the time of preliminary or final plat approval; and

WHEREAS, the Kenai Peninsula Borough is the current and sole owner of the subject property
and the developer of the Percy Hope and Discovery Park Subdivisions; and

WHEREAS, KPB land management and planning staff attended the February 5, 2009, meeting
of the Hope/Sunrise Advisory Planning Commission (APC), which held a
discussion and public hearing regarding the type of zone suitable for the
subdivisions and the community; and

WHEREAS, on February 5, 2009, the Hope/Sunrise APC voted unanimously to recommend
that the assembly designate the Percy Hope and Discovery Park Subdivisions as
Mixed Residential, R-M LOZs, to include certain modifications; and

WHEREAS, on February 5, 2009, the Hope/Sunrise APC voted unanimously to prohibit
further subdivision of the lots in the Percy Hope and Discovery Park Subdivision;
and

WHEREAS, KPB 21.44.060 provides for modification by the assembly of a proposed LOZ;
and

WHEREAS, Goal 1.1, Objective 1, Implementation Action F of the 2005 KPB Comprehensive
Plan is to “endeavor to respect and implement recommendations of APCs where
practical”; and
WHEREAS, Goal 6.5, Objective 1, of the 2005 KPB Comprehensive Plan is “to ensure that land use regulations adopted by the Borough are necessary to control public and private land uses that affect public health and safety, address adverse impacts on the rights of adjacent property owners, or further the goals and objectives of this Comprehensive Plan”; and

WHEREAS, on September 15, 1987, the assembly enacted Ordinance 87-49 “Adopting a Community Use Plan for Kenai Peninsula Borough Lands in the Area of Hope”; and

WHEREAS, on August 17, 1993, the assembly enacted Ordinance 93-35 incorporating the comprehensive plans and land use recommendations from the communities of Cooper Landing, Hope, Moose Pass, and Sunrise as elements of the Kenai Peninsula Borough Comprehensive Plan; and

WHEREAS, Section 2 of Ordinance 93-35 states that under the provisions of KPB 17.10 the classification of Borough lands in the communities of Hope, Sunrise, Cooper Landing, and Moose Pass shall be made in accordance with the recommendations contained in their respective Plans to the extent possible; and

WHEREAS, Community Goal #6 in the 1987 Community Land Use Plan for Borough Lands is to “maintain and provide for community economic base”, including commercial areas; and

WHEREAS, the 1987 Community Land Use Plan for Borough Lands, item VI lists “commercial” as a future private land need in the area; and

WHEREAS, item VII-G in the 1987 Community Land Use Plan for Borough Lands states: “Borough lands which might be used for commercial development include lots along Resurrection Road”; and

WHEREAS, the Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed Percy Hope R-M LOZ to approve lot 7 for commercial use; and

WHEREAS, the Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed Discovery Park R-M LOZ to approve lots 8, 12, 13, and 14 for commercial use; and

WHEREAS, the Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed LOZs to include a prohibition of dog lots and kennels as defined in KPB 21.44.230 which are also prohibited in the R-1, Single Family Residential and R-C, Residential Conservation LOZ categories; and

WHEREAS, the Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed LOZs to restrict the number of vehicles allowed per dwelling unit at any given time to a maximum of five; and
WHEREAS, the Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed LOZs to prohibit the use of any parcel within the Percy Hope and Discovery Park LOZs as a junkyard; and

WHEREAS, at its July 22, 2009, meeting, the Hope/Sunrise APC voted unanimously to revise the vehicle regulation request to limit the total number of non-operational vehicles per lot to a maximum of two; and

WHEREAS, at its July 22, 2009, meeting, the Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed LOZs to establish a minimum lot size of 1.5 acres for all lots within the Percy Hope and Discovery Park LOZs; and

WHEREAS, item D under IX, Additional Recommendations, in the 1987 Community Land Use Plan for Borough Lands states: Minimum lot size for any Borough lands should be 2 acres; and

WHEREAS, at its July 22, 2009, meeting, the Hope/Sunrise APC voted unanimously to recommend approval of this ordinance; and

WHEREAS, the Kenai Peninsula Borough Planning Commission held a public hearing regarding this ordinance on August 24, 2009 and recommended ______________;

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

SECTION 1. That the assembly finds the proposed Percy Hope and Discovery Park local option zoning districts and APC modification recommendations to be consistent with the KPB Comprehensive Plan and the Hope/Sunrise Land Use Plans for Borough Lands, and the LOZ districts would be a benefit to the local community by providing some restrictions on development while allowing for a variety of land uses.

SECTION 2. That KPB 21.46.050 is hereby amended as follows:

21.46.050. Mixed Residential (R-M) Districts

A. The following Mixed Residential (R-M) districts and official maps are hereby adopted:

1. Percy Hope Subdivision, described as
   a. Lot 7 is approved for commercial use as defined by KPB 21.44.230 and subject to the development standards in KPB 21.44.190.
   b. Dog lots and kennels as defined in KPB 21.44.230 are a prohibited use within this LOZ.
   c. The total number of vehicles per dwelling unit, whether operational or not is restricted to a maximum of two.
d. The use of any lot within this district as a junkyard is prohibited.
e. The minimum lot size shall be 65,340 square feet (1.5 acres).
f. The local option zone applies to any further replats of Percy Hope Subdivision.

2. Discovery Park Subdivision, described as
   a. Lots 8, 12, 13, and 14 are approved for commercial use as defined by KPB 21.44.230 and subject to the development standards in KPB 21.44.190.
   b. Dog lots and kennels as defined in KPB 21.44.230 are a prohibited use within this LOZ.
   c. The total number of vehicles per dwelling unit, whether operational or not is restricted to a maximum of two.
   d. The use of any lot within this district as a junkyard is prohibited.
   e. The minimum lot size shall be 65,340 square feet (1.5 acres).
   f. The local option zone applies to any further replats of Discovery Park Subdivision

SECTION 3. That KPB 21 44.230 is hereby amended by inserting the following definition in alphabetical order within the section (after the definition of “Industrial, light” and “Kennel”):

Junkyard means a facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material or equipment. Scrap or discarded material includes but is not limited to metal, paper, rags, tires, bottles, motor vehicle parts, machinery, structural steel, equipment, and appliances. The term includes facilities for separating trash and debris from recoverable resources, such as paper products, glass, metal cans, and other products which can be returned to a condition in which they may again be used for production.

SECTION 4. That these Local Option Zoning Districts shall be recorded in the Seward recording district.

SECTION 5. This ordinance shall become effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2009.

______________________________
Milli Martin, Assembly President

ATTEST:

______________________________
Johni Blankenship, Borough Clerk
Yes:
No:
Absent:
MEMORANDUM

To: Milli Martin, Assembly President
    KPB Assembly Members
Thru: David R. Carey, Borough Mayor

From: Crista Hippchen, Planner
Date: July 24, 2009


KPB 21.44.030(A) provides that a local option zoning (LOZ) district may be proposed at the time of preliminary or final plat approval. The Kenai Peninsula Borough (KPB) is in the process of platting Percy Hope and Discovery Park Subdivisions in the Hope area. Prior to the sale of parcels the owner, KPB, is requesting assembly approval for the formation of an LOZ district for each subdivision. Because the property is under single ownership, LOZ Area and Petition Requirements (KPB 21.44.040) are not required.

The Hope/Sunrise Advisory Planning Commission (APC) recommended approval of the Percy Hope Subdivision plat at its May 22, 2008, meeting and recommended approval of the Discovery Park subdivision plat at its June 7, 2007, meeting. At its February 5, 2009, meeting, the APC unanimously recommended that both subdivisions be approved as R-M, Mixed Residential LOZ districts, with a request for some modifications as found in the meeting minutes and the accompanying ordinance. KPB 21.44.060 provides for modification by the assembly of a proposed LOZ. This ordinance would also amend KPB 21.44.230 to add a definition of junkyard.

On August 24, 2009, the KPB Planning Commission is scheduled to make a recommendation regarding this ordinance. That recommendation will be forwarded to the Assembly prior to the September 1, 2009, assembly meeting, when public hearing is scheduled to occur. The accompanying maps depict the proposed Percy Hope and Discovery Park R-M LOZ districts.

At the Hope/Sunrise APC meeting on July 22, clarifications of the previous modification requests were made by the APC. Staff has not had an opportunity to fully review these revisions, and will present a staff report prior to public hearing.

The permitted uses and development standards given for R-M, Mixed Residential, and C-3 Mixed Use LOZs are as follows:

21.44.180. Mixed residential district (R-M).

A. Permitted Principal Use: Single (R-1)- and multi-family (MF) residential (no more than 4 units) dwelling units are permitted in this district.

B. Permitted Secondary Uses: Secondary uses allowed in the R-M zone are parks, playgrounds, schools, community centers, libraries, churches, and home occupations.
C. Development Standards. Development standards apply to principle and accessory structures:

1. Setbacks. Setbacks shall be 60 feet from the front yard line for MF units, 40 feet from the front yard line for R-1 units, 40 feet from the rear yard line for MF units, 20 feet from the rear yard line for R-1 units, 25 feet from the side yard lines for MF units, 15 feet from the side yard lines for R-1 units, and 50 feet from the shore and where applicable subject to the provisions of KPB 21.18.

2. Minimum lot size. Minimum lot size shall be 80,000 square feet for MF units and 40,000 square feet for R-1 units.

3. Drainage Ways. Existing natural drainage ways shall be retained.

4. Buffers. To provide for screening, aesthetics, and the reduction of surface water run­off, no lot shall be clear-cut more than 50 percent of the total lot area except that trees may be selectively pruned and thinned, and dead and diseased trees which are a safety hazard or which threaten structures may be removed. Undergrowth may be removed provided that the area is promptly re-seeded or sodded. A forested buffer of at least 30 feet shall be retained between the building site and the common drive or roadway. This section does not require revegetation of a buffer area that was cleared before the formation date of the local option zoning district.

5. Accessory Structures. Accessory structures commonly associated with residential dwellings, i.e., garages, storage sheds, greenhouses, workshops, and a single, noncommercial guesthouse per parcel, are allowed within the district.

D. Home Occupations. In addition to the home occupation uses listed in KPB 21.44.130, the following home occupations are allowed provided they do not violate any of the provisions of this title:

1. Bed and breakfast;
2. Guide and guide services.

21.44.190 Mixed Use District (C-3).

A. Permitted Principal Uses: Commercial, business, residential, institutional and public uses are permitted in this district.

B. Permitted Secondary Uses: Secondary uses allowed in the C-3 zone are uses permitted in R-1 and R-M districts.

C. Development Standards. Development standards apply to principle and accessory structures.

1. Setbacks. Setbacks shall be 30 feet from the front yard line, 20 feet from the rear yard line, 15 feet from the side yard lines, and 100 feet from the shore.

2. Minimum lot size. Minimum lot size shall be 40,000 square feet.

3. Drainage Ways. Existing natural drainage ways shall be retained.

4. Buffers. A forested buffer of at least 20 feet shall be retained between the building site and the roadway. This section does not require revegetation of a buffer area that was cleared before the formation date of the local option zoning district.
HOPE/SUNRISE ADVISORY PLANNING COMMISSION
REGULAR MEETING
THURSDAY, FEBRUARY 5, 2009
7:00 P.M. HOPE SOCIAL HALL

APPROVED MINUTES

1. CALL TO ORDER: The meeting was called to order at 7:05 by Dave Scanlan.

2. ROLL CALL: All commissioners were present: Dave Scanlan, Shawn Butler, Beth Kaser, Jon Gantenbein, Jim Skogstad, and Todd Bureau.


MOTION: Beth made a motion to approve the agenda with the two changes.
Shawn seconded and the motion passed unanimously.

MOTION: Jim moved to approve the January 21, 2009 minutes as read.
Jon seconded and the motion passed unanimously.

4. CORRESPONDENCE:
Dave read the letter from Marcus Mueller regarding the possible Land Disposal Methods. He requested the commissioners read the letter and discuss the options and proposals at the next Hope/Sunrise APC meeting.

5. PUBLIC COMMENT:
Dennis commented on the lack of access to Bear Creek for the collection of firewood. It was pointed out that there is no motorized access although snowmachine access is allowed. This is a Forest Service issue.

6. REPORT FROM BOROUGH:
Shawn thanked Paul and Crista for preparing the handouts for the meeting.

Crista spoke in general about Local Option Zoning. Jeanne asked about zoning complaints and who enforces those complaints. Crista explained that KPB Land Planning does the enforcing with a variety of means including fines.

Dennis asked about the lots near Bear Creek that have mercury contamination. Paul will check into that although he is not aware of such contamination.

Jacqui brought up CCR's versus LOZ. Crista reported that the KPB will not enforce CCR's.

7. OLD BUSINESS:
Paul clarified that when subdivisions go for final plat, LOZ and variances will be sent back to our APC for final review.

http://www.borough.kenai.ak.us/planningdept/AdvisoryComm/HopeSunrise/minutes/2009... 7/31/2009
MOTION: Jim made a motion to apply R-M or Mixed Residential Zoning to both the Percy Hope and Discovery Park Subdivisions with amended variance requests. Shawn seconded the motion.

AMENDED MOTION: Jim made a motion to amend the main motion to add a variance request for no dog lots or kennels and limit the number of dogs, per lot, to five dogs each. Jon seconded the motion and the motion passed unanimously.

AMENDED MOTION: Jim made a motion to amend the main motion to add a variance request to prohibit junk yards. Shawn seconded the motion and the motion passed unanimously.

AMENDED MOTION: Jim made a motion to amend the main motion to add a variance request limiting each lot to a maximum of five vehicles. Todd seconded the motion and the motion passed unanimously.

AMENDED MOTION: Jim made a motion to amend the main motion to add a variance request and designate lot 7 of Percy Hope Subdivision and lots 12, 13, 14, and 8 of Discovery Park Subdivision as a C3, Commercial Use Local Option Zone. Shawn seconded the motion and the motion passed unanimously.

Chairman Scanlan then brought the main motion back to the floor.

MOTION: R-M or Mixed Residential Zoning will be applied to both the Percy Hope and Discovery Park Subdivisions. A variance request will not allow dog lots or kennels and limit the number of dogs, per lot, to five dogs each. A variance request will limit each lot to a maximum of five vehicles. A variance request will prohibit junk yards. A variance request will designate lot 7 of Percy Hope and lots 12, 13, 14, and 8 of Discovery Park as C3 or Commercial Use Local Option Zone. Shawn seconded the motion and the motion passed unanimously.

MOTION: Todd made a motion to prohibit further subdividing of the lots in the Percy Hope and Discovery Park Subdivisions. Jim seconded and the motion passed unanimously.

8. NEW BUSINESS: None

9. PLAT REVIEW:

MOTION: Jon made a motion to approve a time extension request of RS 2477 Right-Of-Way Vacation. KPB file 2007-033. Shawn seconded and the motion passed unanimously.

10. ANNOUNCEMENTS:
The next Hope/Sunrise APC will be held on March 19, Thursday, at 7:00 P.M. at the Social Hall. Land Dispersal Options will be discussed.

Greg announced that there will be a Forest Service meeting regarding Cross-Country Ski Trails on March 4, Wednesday, 7:00 P.M. Social Hall.

11. COMMISSIONER’S COMMENTS: None

12. ADJOURNMENT:

    MOTION: Jim made a motion to adjourn the meeting. Todd seconded and the motion passed unanimously. The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Beth Kaser, Secretary
HOPE/SUNRISE ADVISORY PLANNING COMMISSION

REGULAR MEETING

WEDNESDAY, JULY 22, 2009

7:00 P.M. HOPE SOCIAL HALL

UNAPPROVED MINUTES

1. CALL TO ORDER: The meeting was called to order at 7:10 p.m. by Dave Scanlan.

2. ROLL CALL: Commissioners present were: Dave Scanlan, Shawn Butler, Beth Kaser, Jon Gantenbein, and Bianca Durrant. Excused absence: Todd Bureau. Unexcused absence: Jim Skogstad

3. APPROVAL OF AGENDA: An item was added under old business requesting discussion regarding the answers to legal questions regarding land disposal. Marcus Mueller has not responded to several requests by this APC. Item was added under old business. New Business items A and B were combined to read “Discussion and approval of ordinance 2009 approving Percy Hope and Discovery Park R-M, Mixed-Residential Local Option Zoning Districts and Amending KPB chapters 21.46.030 and 21.44.230.” Item was combined under new business.

MOTION: Beth made a motion to approve the changes and additions to the agenda. Shawn seconded and the motion passed unanimously.

MOTION: Bianca made a motion to approve the minutes as read. Shawn seconded and the motion passed unanimously.

5. CORRESPONDENCE: None

6. PUBLIC COMMENTS: None

7. REPORT FROM BOROUGH: Todd Peterson, our area planning commissioner, was present to help in any way. Crista announced the notice of vacancy for two positions on the Hope/Sunrise APC. Beth will post the announcements.

8. OLD BUSINESS:

A. Discussion was held regarding the legalities of land dispersal as discussed in our March 19, 2009 meeting. There has been no response from Marcus.
MOTION: Shawn made a motion for Dave to write an email to Marcus, with a copy to Mayor Carrey, requesting the legal information that this APC needs to pursue land dispersal options. A 30 day response time is requested. The motion was seconded by Bianca and passed unanimously. Dave will draft the email and send it to all the APC members for recommendations before sending it to Marcus and Mayor Carrey.

9. NEW BUSINESS:
   A. Crista presented R-M Mixed-Residential Local Option Zoning districts and amending KPB Chapters 21.46.030 and 21.44.230 for Percy Hope and Discovery Park subdivisions.

   MOTION: Shawn made a motion that the 18th WHEREAS will be modified to read: "the Hope/Sunrise APC voted unanimously to request that the assembly modify the proposed LOZ’s to restrict the number of nonoperational vehicles allowed per lot at any given time to a maximum of 2." Bianca seconded the motion and the motion passed unanimously.

   MOTION: Jon made a motion that the 19th WHEREAS will be written to read: "the Hope/Sunrise APC voted unanimously to amend the KPB LOZ minimum lot sizes from 40,000 to 65,000 (1.5 acres) to apply to all lots in the Percy Hope and Discovery Park subdivisions." Bianca seconded and the motion passed unanimously.

   A discussion was held regarding the definition of "junkyard". It will be amended to read: "Junkyard means a facility or area for storing ..." Crista will change the wording.

10. PLAT REVIEW: RS 2477 Easement Vacation Plat (Bear Creek Road) KPB File 2009 - 111 (Johnson/Miller, Graham) was presented but has not been posted long enough for the Hope/Sunrise APC to take action on.

11. ANNOUNCEMENTS:
   A. The APC notice of vacancies will be posted around town.

   B. The next Hope/Sunrise APC meeting will be held September 10, at 7:00 p.m. in the Social Hall.

   A statement and a Hope/Sunrise APC commissioner will be selected to present to the KPB
Assembly at their October meeting.

12. COMMISSIONER'S COMMENTS:

Special thanks to Todd Peterson for attending our meeting and showing support. Special thanks to Robbie and Willie Davidson for great work on the new roads in the subdivisions.

13. ADJOURNMENT:

MOTION: Shawn made a motion to adjourn the meeting. Bianca seconded and the motion passed unanimously. The meeting was adjourned at 8:15 p.m.

Respectfully submitted,

Beth Kaser, Secretary

Hope/Sunrise APC
KENAI PENINSULA BOROUGH
ORDINANCE 2009-45

AN ORDINANCE AUTHORIZING THE BOROUGH TO ENTER INTO A SUPPLEMENTAL COOPERATIVE AGREEMENT WITH THE NATURAL RESOURCES CONSERVATION SERVICE REGARDING THE OLD MILL SUBDIVISION BUYOUT PROGRAM LOCATED IN THE SEWARD AREA

WHEREAS, Ordinance 2008-19-18 (Mayor) Substitute was enacted by the assembly on September 16, 2008, accepting and appropriating a grant of $1,369,125 from the Natural Resources Conservation Service (NRCS) and $228,187.50 from the Division of Homeland Security and Emergency Management and providing for a local match and in-kind services for conducting a voluntary buyout program in the Old Mill Subdivision; and

WHEREAS, since enactment of that ordinance, the mayor negotiated and executed an agreement with the NRCS as authorized in Section 2 and has negotiated a more detailed cooperative agreement regarding the buyout program; and

WHEREAS, this ordinance would approve the more detailed negotiated cooperative agreement which identifies terms and conditions for implementation of the program subject to applicable federal, state, and local laws; and

WHEREAS, the negotiated agreement provides that all parcels in the Old Mill Subdivision as described in the agreement are eligible for the project and that notice will be provided to the affected property owners and general public containing a summary of the program; and

WHEREAS, any applications received will be prioritized, and Phase 1 environmental site assessments will be conducted on the highest ranked properties; and

WHEREAS, the agreement further provides for additional site analysis and review of the higher ranked properties and that the borough will extend an offer to purchase properties at the appraised fair market value to the highest ranked applicants until the available funds are exhausted; and

WHEREAS, once purchase agreements have been entered and the land acquired, the borough will retain title to the property and convey to the NRCS a separate easement that is for the purpose of protecting the floodplain while reserving certain rights to the borough, including the right to use the properties to access waterways for purposes of flood mitigation and response; and
WHEREAS, the cooperative agreement approved in September of 2008 included an expiration date of September 30, 2009, provided that such date may be amended by agreement of the parties; and

WHEREAS, the parties have agreed to amend the expiration date to September 30, 2011, subject to assembly approval;

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

SECTION 1. The mayor is authorized to execute a supplemental cooperative agreement with the NRCS regarding the Old Mill Subdivision Buyout Program as described above and substantially in the form attached hereto.

SECTION 2. The mayor is authorized to execute the amendment to the cooperative agreement that would extend the deadline from September 30, 2009, to September 30, 2011, to complete this program.

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

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2009.

Milli Martin, Assembly President

ATTEST:

Johni Blankenship, Borough Clerk

Yes:

No:

Absent:
MEMORANDUM

TO: Milli Martin, Assembly President
    Members, Kenai Peninsula Borough Assembly

THRU: Ron Long, Assembly Member
       David R. Carey, Borough Mayor

FROM: Colette Thompson, Borough Attorney
       Max Best, Planning Director

DATE: July 23, 2009

SUBJECT: Ordinance 2009-#15, authorizing the borough to enter into a supplemental cooperative agreement with the Natural Resources Conservation Service regarding the Old Mill Subdivision buyout program located in the Seward area

This ordinance presents for assembly consideration and approval a supplement to the cooperative agreement approved in September 2008 regarding the proposed buyout of certain properties in the Old Mill Subdivision located in the Seward vicinity. The agreement is for the purpose of restoring and enhancing the floodplain’s functions and values while helping landowners relocate to avoid future damages. The supplemental agreement spells out the process including notifying the eligible property owners and public, holding a public meeting to discuss the project and assist the property owners in obtaining the appropriate paperwork, ensuring that the subject property is appropriate for acquisition by conducting Phase 1 and possibly Phase 2 (hazardous material assessments), and clarifying that the purchases would be for fair market value. The borough would then be the owner of the property but will convey to the NRCS an easement preserving the floodplain attributes but allowing the borough to have limited use of the properties as the underlying owner. Accompanying this ordinance is a copy of the proposed supplemental cooperative agreement with attachments and the original cooperative agreement signed in 2008.

The original agreement included a deadline of September 30, 2009, for completing the project. A copy of that agreement is included in the packet for your reference. As significantly more time is needed to complete the project an amendment has been prepared that would allow the project deadline to be continued to September 2011. The assembly’s approval of this amendment is also sought. Your consideration and approval of this ordinance would be appreciated in order that the administration may proceed in cooperating with the NRCS to conduct this pilot project and attempt to mitigate flood damage in the future.
This agreement is entered into upon receipt of the last signature by the Natural Resources Conservation Service herein referred to as NRCS, an agency of the United States Government, and the Kenai Peninsula Borough, herein referred to as the Borough. It supplements the Cooperative Agreement #68-0150-8-014 Between the NRCS and the Borough dated September 22, 2008.

I. Authority:


Applicant participation in this project is voluntary; therefore, any acquisition made under this project is not subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

II. Background and Objective:

The Old Mill Subdivision, located in the Kenai Peninsula Borough, approximately six miles north of Seward, Alaska, experiences annual flooding associated with Lost Creek. Residents of the area are seeking financial and technical assistance to alleviate damages associated with the Lost Creek flooding. The Kenai Peninsula Borough and the NRCS have a mutual interest in implementing a voluntary floodplain acquisition program to restore and enhance the floodplain’s functions and values while helping landowners relocate to avoid future damages and potentially to mitigate downstream damages to the floodplain and associated property. This acquisition program is specifically intended to acquire a fee title interest by the Borough from the landowners who choose to participate in the program. Following the acquisition of the fee interest from the landowner, the Borough agrees to convey an easement deed to the NRCS substantially in the form of the deed attached hereto as Attachment B. A map depicting the area is attached as Attachment C.

III. Implementation Plan:

Subject to the stated purposes and other provisions in this agreement, this provision is intended to provide an overall description of how the program will be implemented.

1. Parcels in the Old Mill Subdivision eligible for this project were previously identified by the NRCS based on criteria consistent with the Emergency Watershed Protection Program. This is a pilot project for the Seward area.

2. Upon execution of this agreement, notice shall be provided to the affected property owners containing a summary of this program, an application form, notice of where
applications must be submitted, and the deadline for filing the application. If an incomplete application is submitted before the deadline, the applicant may be contacted and help provided to properly complete the form. If an applicant is not eligible for the program, a letter will be sent informing them of the determination and the reason they are not eligible.

3. The date of postage or of actual receipt shall be considered the filing date.

4. After the deadline has passed and completed applications received, the NRCS, with assistance from the Borough, will determine eligibility and ranking of the applications submitted.

5. All of the highest ranked applicants relative of the available funds will be further evaluated by conducting a Phase I Hazardous Material Assessment (HMA). This assessment, conducted by Borough contractors, will screen for potential environmental hazards on the site and potential for cultural resource issues that may need to be addressed. As this will require access to the property, an appointment will be made with the landowner to conduct this assessment. The application may be withdrawn or rejected if timely access cannot be secured. If evidence from the Phase I HMA suggests the need for a more extensive review, a Phase II HMA shall be conducted, which again will require timely access to the property.

6. If environmental hazards or cultural resource issues exist on a property, these items must be addressed by the landowner to the satisfaction of NRCS and the Borough before further action can continue under this program. Criteria for ranking of properties will be mutually developed by the Borough and NRCS.

7. The highest ranked applicants with no hazardous waste, cultural resource, or other site issues will then be appraised by a state certified real estate appraiser hired by the Borough. The appraisal shall be in accordance with the federal appraisal standards and regulations under the Uniform Standards of Professional Appraisal Practice (USPAP) and must meet the federal review criteria. The Borough will extend an offer to buy the property at the appraised fair market value to the highest ranked applicants until the funds available for purchasing property are exhausted. Funds available for purchase or properties shall not include funds that will be needed to adequately pay the costs to remove buildings and other facilities and restore each property to an unimproved state. If the property owner would prefer to keep the improvements, then the appraisal shall not include the improvements and the property owner must, as a part of the agreement, remove all such improvements prior to closing, and leave it in “broom clean” condition as defined below. The removal must be to the satisfaction of KPB and NRCS.

8. The property owner will have 30 days to accept or reject the offer unless otherwise agreed by the parties. If it is accepted, the property owner and the Borough will sign a Purchase Agreement substantially similar to the form attached as Attachment D. Once the Purchase Agreement is signed, the closing process will commence, including the title search, land survey as needed, map preparation, title insurance for the benefit of the Borough, and any other required work.

9. The property owner must convey title to the Borough by warranty deed, free and clear of all encumbrances, and shall be required to vacate the property, remove all
personal property, and leave it in a “broom clean” condition before the closing
date. “Broom clean” means that all personal items not attached to the land or
improvements shall be removed by the property owner, including furniture,
appliances, personal belongings, paints and other household chemicals, trash,
hazardous materials, and other such items. Old lumber and firewood can be left
on the property.

10. If the offer to purchase is rejected, the applicant shall be withdrawn from the
project and, if possible, processing can begin on the next priority applicant(s) who
accept the offer to purchase.

11. Following closing of the sale, the Borough will contract for demolition/salvage and
site restoration of all acquired property. All remaining improvements will be sold
for salvage, demolished, and removed and/or decommissioned. The site will be
graded, as needed, and revegetated with native plants compatible with the
planned floodplain use.

12. Bridges or culverts that may induce flooding elsewhere or limit the movement of
aquatic species should receive priority for removal or modification.

13. All acquired lands will be maintained, in perpetuity, in uses compatible with
protecting floodplain values and function. A separate easement deed document
substantially in the form of the deed attached as Attachment B will be executed by
the Borough and NRCS after the Borough acquires the property. All property
acquired through this project will be encumbered with the easement deed.
The Borough will own the property subject to at least the following rights and
prohibitions identified below in this agreement. Exceptions may be agreed upon in
writing signed by both parties.

IV. The Kenai Peninsula Borough agrees to:

1. In coordination with NRCS, conduct public meetings in the Seward area to explain
the program, including benefits and other attributes to the affected landowners and
the general public.

2. In consultation with NRCS, provide public notice of program sign-up dates and
eligible applicants by advertising at least once in a newspaper of general
circulation in the Seward area and providing notice directly to the affected property
owners by first class mail, return receipt requested. Affected property owners shall
include all owners of record of all parcels in the Old Mill Subdivision, Plat No.
740205, located in the Seward Recording District, Third Judicial District, State of
Alaska. At the option of the Borough, additional notice may be provided by email,
in person, or by any other means reasonably designed to provide the affected
property owner with notice of the program and application deadline. Such notice
shall be provided up to 30 days prior to the beginning of application/program sign
up.

3. Based on NRCS concurrence and cooperation, acquire appraisal, land survey if
needed, hazardous material assessment, closing agent services, and other related
professional services for all approved applications. Funding for these tasks may be advanced or reimbursed from the program funds listed in part V, or may be used as part of the local match at the discretion of the Borough.

4. Contract for structure demolition and site cleanup. Funding for these tasks will be advanced or reimbursed from the program funds listed in part V. The proceeds of the Borough’s sale of structures, materials, or contents, if any, will be reinvested into the floodplain acquisition program and included as a part of the local match.

5. Be responsible for making all payments associated with the acquisition to landowners as appropriate. Funding for these tasks will be advanced or reimbursed from the program funds listed in part V.

6. Be responsible for acquiring all needed federal, state, and local permits required by law and making all payments for costs associated with their acquisition. Applicable permits will be identified by the Borough and the NRCS prior to the initiation of the acquisition phase of the program. Funding for these tasks will be advanced or reimbursed from the program funds listed in part V.

7. Be responsible for managing, as long as the parcel is owned by the Borough, all fee acquisitions deeded to the Borough as part of the voluntary acquisition process. Management will be in accordance with Attachment B, Easement Deed.

8. Convey to the NRCS as soon as is practical after acquisition by the Borough or its agents, Easement Deeds in the format described in Attachment B.

9. Reserve to itself the following rights of ownership:

A. Title: Record title, along with Borough’s right to convey, transfer and otherwise alienate title to these reserved rights;

B. Quiet Enjoyment: The right of quiet enjoyment of the rights reserved on the easement area, including the right to grant public access to the easement area that is compatible with floodplain protection;

C. Vegetative Management: The right to establish, restore and maintain native vegetation and to control invasive species;

D. Floodplain Management: The right to take other appropriate measures to protect the floodplain, including the right to demolish or remove existing structures and or improvements, but not to construct any buildings or structures intended for human occupancy;

E. Existing Grants or Easements: The right to take appropriate action, including granting public utility easements and/or dedicating public rights-of-way required for the maintenance, upgrade and/or realignment of existing road and utilities (including the Seward Highway) servicing properties not acquired by this project. The Borough agrees to notify the NRCS of any grant anticipated under either paragraph E or F of this section.
F. Other Management Rights. The right to grant temporary recreational uses such as camping, and other uses as long as those uses do not include the erection of any permanent structures and are consistent with the protection of the floodplain.

G. Flood Protection Measures. The right to use, or contract for the use of the property to access flooded areas for the purpose of flood mitigation and response activities as required.

10. Encourage through reasonable efforts, all landowners living in the floodplain to purchase flood insurance if they do not participate in the floodplain acquisition project.

11. Continue to participate in and comply to the best of the Borough’s knowledge and ability with applicable federal floodplain management and flood insurance programs.

12. Coordinate with NRCS in the fieldwork related to the services identified in Sections IV and V.

13. In cooperation with NRCS, arrange for and conduct final inspection of all completed measures and ensure that all work was performed in accordance with all applicable local, state, and federal laws and regulations and with all contractual requirements.

14. Submit to NRCS, not more frequently than monthly, not less frequently than quarterly, Form SF-270, Request for Advance or Reimbursement, with documentation to support reimbursement for work completed.

V. The Natural Resources Conservation Service agrees to:

1. Provide a local NRCS staff person in the Kenai Peninsula Borough to work with program applicants/participants;

2. In coordination with the Borough, conduct public meetings in the Lost Creek/Seward area to explain program benefits and other attributes to the affected landowners;

3. Provide input and cooperation to the Borough for the duties in part IV.3. Complete the implementation requirements as set forth in this agreement and environmental assessment for the Lost Creek Floodplain Acquisition, Project in the Old Mill Subdivision near Seward, Alaska;

4. In coordination with the Borough, accept, prioritize, and select applications for program participation, provided that if agreement cannot be reached after diligent efforts, NRCS shall make the final prioritization decision;
5. Cooperate with the Borough’s efforts to conduct field work, such as, but not limited to, coordinating contractual services, such as environmental assessments, decommissioning wells, fuel tanks and septic systems, disconnecting utilities, demolition of buildings, interact and communicate with landowners and other members of the public interested in or affected by this project;

6. Upon receipt of a request for advance or reimbursement, (SF 270) reimburse or advance the Borough in the amount not to exceed $1,369,125 for all of the project related expenses.

7. Cooperate with the borough’s efforts to extend and secure Option to Purchase Agreements from all program participants.

8. In a timely fashion, approve the closing documents including those that are to be recorded.

9. Be responsible for monitoring all the acquired easement areas for purposes of flood plain protection.

10. Participate in final inspections mentioned in Section IV.13, above.

11. Agree to indemnify and defend the Borough against all claims that may be made against the Borough asserting that the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, is applicable to activities authorized by this agreement.

VI. It is mutually agreed:

1. The total amount of funds provided by the NRCS under this agreement is $1,369,125 and the total amount of local match provided by the KPB shall be $456,375. This agreement shall be in effect on the date appearing in the first paragraph and shall continue in effect until September 30, 2011.

2. The local match provided by KPB shall include all labor and equipment costs associated with the project, whether in-house or contracted labor and equipment, any proceeds or assets received from the sale of Borough-acquired salvage used for the project, cash from any agency or entity, and any other in-kind contributions qualifying as a local match under applicable law or within the discretion of the NRCS official with authority to exercise such discretion.

3. This agreement may be modified or extended by mutual consent. Termination of this agreement will be in accordance with section VI.12 of this agreement.
4. Advance payments can be made for immediate disbursement needs up to the maximum of 30 days (Treasury Circular 1075). These shall be requested on a SF-270 with documentation supporting anticipated costs to be incurred within the 30-day period. Advances will only be provided once the Borough has demonstrated:

   a. Written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Borough, and
   
   b. A financial management system that meets the standards for fund control and accountability as described in 7 CFR 3015, Subpart H Section 3015.61.

5. Billing documents must reference this agreement number and shall be directed to the NRCS at the following address:

   USDA, NRCS
   State Administrative Officer
   800 West Evergreen Suite 100
   Palmer AK  99645

6. It is the intent of the NRCS to fulfill its obligations under this agreement. However, the NRCS cannot make commitments in excess of the $1,369,125 appropriated funds obligated on this agreement.

7. The Borough will retain all records dealing with the award and administration of the agreement for three (3) years from the date of the last submission for the final request for disbursement or until final audit findings have been resolved or if any litigation is started before the expiration of the three-year period, whichever is longer. All records must be made available to the Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of performing an audit, examination, excerpts and transcriptions.

8. No NRCS grant funds shall be used for indirect overhead. For purposes of this agreement, “indirect overhead” includes operating costs that are incurred by the Borough in its performance of this agreement, but are not unique to the project.

9. Personal property purchased by the Borough under this agreement shall be for the primary purpose of accomplishing the objectives of this agreement, and shall remain the property of the Borough upon completion.

10. This agreement shall be enforced and interpreted in accordance with the applicable Federal laws and regulations, directives, circulars, or other guidance. When signed, this agreement will become binding on all parties in accordance with 7 CFR part 3015 (Uniform Federal Assistance Regulations) and Part 3016

Initials ______________
(Uniform Administrative Requirements for Grants and Cooperative Agreements and sub-awards to nonprofit organizations).

11. Upon execution of this agreement, contact the National Finance Center (NFC) Miscellaneous Payments Section at 1-800-421-0323 or 1-504-255-4647 to obtain the Electronic Funds Transfer (EFT) enrollment package. The enrollment package will contain specific instructions, as well as the assigned nine-digit Vendor Identification Number, and forward to the completed package to NFC. The EFT enrollment package may also be obtainable at the following web address: [http://www.nfc.usda.gov/dcia/index.html](http://www.nfc.usda.gov/dcia/index.html). Disregard if the Vendor Identification Number is already obtained.

12. All parties may terminate this agreement in whole or in part when it is determined that one party has failed to comply with any of the provisions of this agreement or that it is clear that the program is not achieving its stated objectives. The terminating party shall promptly notify the other party in writing of the determination, and reasons for termination, together with the effective date. In the event that this agreement is terminated for any reason, the financial obligations of the parties will be those set forth in 7 CFR Parts 3015 and 3016.

13. This agreement may be temporarily suspended by either party if it is determined that corrective action is needed to meet the provisions of the agreement. Further, all parties may suspend this agreement if it is evident that a determination is pending.

14. As a condition of this agreement, the parties agree and certify that they are in compliance with all and will comply in the course of this agreement with all OMB Circulars for grants and cooperative agreements awarded under this agreement.

15. Employees of the Kenai Peninsula Borough and of the United States shall not be considered employees or agents of the other entity for any purpose under this agreement.

16. It is agreed that this is not a contract subject to the contract disputes Act 41 USC 601 et seq.

17. Implementation of this agreement by the Borough is subject to appropriation and availability of the above-mentioned funds by the Kenai Peninsula Borough.

18. Any funds generated by the sale of the real property, a grant of easement, or any highway or utility rights-of-way realignments, and the salvage value of property participating in the program and purchased by the borough shall belong to the Borough.
19. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statues, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and in accordance with the regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

VII. Technical and Administrative Contact:

Philip B. Naegele       Julie Hopkins, State Admin Officer
Conservationist, Operations       800 West Evergreen, Suite 100
800 West Evergreen, Suite 100       Palmer, AK 99645
Palmer, AK 99645                  (907) 761-7776
(907) 764-7758

The above aforementioned employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers’ employees, or otherwise serve or hold themselves out as representatives of the state. They also shall not assist either party, or any member, with efforts to lobby Congress, or to raise money through fund raising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with either party, or any member, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the agency.

VIII. Sponsor Point of Contact:

Program       Financial
Max Best       Craig Chapman
Director, Planning Department       Chief Financial Officer
Kenai Peninsula Borough       Kenai Peninsula Borough
144 N. Binkley Street       144 N. Binkley Street
Soldotna, Alaska 99669       Soldotna, Alaska 99669
IX. Signatures:

David R. Carey, Mayor
Kenai Peninsula Borough

______________________________  ______________________
David R. Carey, Mayor                                                    Date

Robert N. Jones, State Conservationist
United States Department of Agriculture
Natural Resources Conservation Service

______________________________  ______________________
Robert N. Jones, State Conservationist                                    Date

Initials ____________________
ATTACHMENT A - SPECIAL PROVISIONS

I. DRUG-FREE WORKPLACE CERTIFICATION

II. CERTIFICATION REGARDING LOBBYING

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

IV. CLEAN AIR AND WATER CERTIFICATION

V. ASSURANCES AND COMPLIANCE

VI. EXAMINATION OF RECORDS
The signatories agree to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, the cooperators are providing the certification set out below. If it is later determined that the cooperators knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee’s payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees’ payroll; or employees of sub-recipients or sub-contractors in covered workplaces).

Certification:

A. The sponsors certify that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The danger of drug abuse in the workplace;
(2) The grantee’s policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and
(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying the NRCS in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The cooperators may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds $100,000)
- The cooperators certify to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
(3) The sponsors shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**III. Certification Regarding Debarrment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)**

(1) The cooperator certify to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**IV. Clean Air and Water Certification**

(Applicable if this agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

   (a) Any facility to be utilized in the performance of this proposed agreement is ____, is not ____, listed on the Environmental Protection Agency List of Violating Facilities.
(b) To promptly notify the Contracting Officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which they propose to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every non-exempt sub-agreement.

CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project sponsoring organization(s) signatory to this agreement agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et. seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder before signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any non-exempt sub-agreement, including this sub-paragraph A.(4).

B. The terms used in this clause have the following meanings:

(1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Public Law 91-604).


(3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
(4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pre-treatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

V. Assurances and Compliance.

As a condition of the grant or cooperation agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records.

As a condition of the grant or cooperation agreement, the recipient gives the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement that are not otherwise exempt from disclosure pursuant to the Idaho Public Records Law. Retain all financial records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.
THIS EASEMENT DEED is made between Kenai Peninsula Borough, a subdivision of the State of Alaska, (hereinafter referred to as “KPB”), Grantor, and the United States of America, acting through the Natural Resources Conservation Service, United States Department of Agriculture (hereinafter referred to as “NRCS”), Grantee.

WITNESSETH:

PURPOSE AND INTENT: The purpose of this easement deed is to convey sufficient land ownership interests to Grantee to allow Grantee to restore, protect, manage, maintain and enhance the functional values of the floodplain adjacent to Lost Creek in the Old Mill Subdivision approximately six miles north of Seward, Alaska. It is the intent of the parties to cooperate in the restoration and management activities on the easement.

NOW, THEREFORE, and in consideration of the mutual cooperation of the parties, KPB hereby grants and conveys to NRCS, its successors and assigns, all development rights of Grantor for the real property described herein, including, but not limited to, the exclusive right to construct, operate, and maintain all buildings, structures, transportation facilities, and improvements of any kind, and including the right to grant public access to the floodplain area, reserving to KPB only those rights, title, and interest expressly enumerated herein. It is the intention of KPB to convey and relinquish any and all other property rights not so reserved.

I. Description of the Easement: The lands encumbered by this easement deed, referred to hereafter as the “floodplain easement,” are described as follows:

II. Reservations to KPB on the Floodplain Easement: KPB reserves:

A. Title. Record title, along with KPB’s right to convey, transfer, and otherwise alienate title to these reserved rights;

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement, including the right to grant public access to the easement that is compatible with floodplain protection;

C. Vegetative Management. The right to establish, restore, and maintain native vegetation and to control invasive species;
D. **Floodplain Management.** The right to take other appropriate measures to protect the floodplain, including the right to demolish or remove existing structures and or improvements, but not to construct any buildings or structures intended for human occupancy;

E. **Flood Protection Measures.** The right to use, or contract for the use of the property to access flooded areas for the purpose of flood mitigation and response activities as required, provided there is no stockpiling on the site.

III. **Prohibitions.** Unless authorized by NRCS as a compatible use hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of KPB on the easement;

A. Constructing any building, structure, or facility for human occupancy;

B. Dumping refuse, wastes, sewage, or other debris;

IV. **Rights of the United States.** The rights of NRCS include:

A. **Management Activities.** NRCS shall have the right to enter into the easement to undertake, at its own expense or on a cost-share basis with KPB or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the easement for purposes of floodplain protection;

B. **Public Access.** NRCS shall have the right to regulate or prohibit public access to the easement upon its determination that such use is injurious to the land or incompatible with protection of the floodplain;

C. **Government Access.** NRCS has a right of reasonable ingress and egress to the easement, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of NRCS may use vehicles and other reasonable modes of transportation for access purposes.

D. **Easement Management.** The Secretary of Agriculture, by and through the Alaska State Conservationist, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that he or she determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring, or enforcement responsibilities for this easement;

E. **Violations and Remedies - Enforcement.** The Parties hereto agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties. If there is any failure of KPB to comply with any of the provision of this easement deed, the United States shall have any legal or equitable remedy provided by law, including the right to:

   i. Enter upon the easement area to perform necessary work for prevention of or remediation of damage to floodplain protection values; and
ii. Reasonable attorney fees and costs for enforcing this easement.

V. General Provisions:

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under it.

B. Rules of Construction and Special Provisions. All rights in the easement not reserved by the landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to affect the floodplain protection purposes for which this easement deed is conveyed.

To Have and to Hold, this Easement Deed is granted to the United States of America, its successors and assigns forever. The KPB covenants that it is vested with good title to the easement and will warrant and defend the same on behalf of the United States against all claims and demands. The KPB covenants to comply with the terms and conditions enumerated in this document for the use of the easement, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this _____day of ________________, 2009.

GRANTOR: Kenai Peninsula Borough
GRANTEE: Natural Resources Conservation Service

By: David R. Carey, Borough Mayor

By:

ATTEST:

Johni Blankenship, Borough Clerk

Approved as to form and legal sufficiency:

Colette Thompson, Borough Attorney
ACKNOWLEDGMENT

STATE OF ALASKA  )
 ) ss.
THIRD JUDICIAL DISTRICT  )

On this _____ day of __________________, 2009, before me, the undersigned notary public, personally appeared David R. Carey, Kenai Peninsula Borough Mayor, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

__________________________________
Notary public in and for the State of Alaska
My commission expires___________________

ACKNOWLEDGMENT

STATE OF ALASKA  )
 ) ss.
_________ JUDICIAL DISTRICT  )

On this _____ day of __________________, 2009, before me, the undersigned notary public, personally appeared ____________________________, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

__________________________________
Notary public in and for the State of Alaska
My commission expires___________________

SEWARD RECORDING DISTRICT

Return to:
Natural Resources Conservation Service, USDA
800 West Evergreen Avenue, Suite 100
Palmer, AK 99645-8539
EARNEST MONEY RECEIPT
AND
PURCHASE AGREEMENT

This Agreement is made on this ___ day of ______________________, _____, by and between __________________________, a ____________, whose address is ______________________________________, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB").

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

Insert Legal Description

(Assembler Parcel No. ______________________)

WHEREAS, KPB has offered to buy, and SELLER is willing to sell the above-described Property as evidenced by this Purchase Agreement;

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

1. PURCHASE PRICE

The purchase price of the property is ______________________ dollars and NO cents ($___________.00). The Purchase Price shall be paid by KPB at time of closing. The purchase of the property and appropriation for the purchase are subject to borough assembly approval.

2. EARNEST MONEY RECEIPT

A down payment of $1,000 paid by KPB is being held in the trust account of ____________ Realty to be applied towards the purchase price of the property. The purchase of the property is subject to the approval of the KPB assembly, and if the KPB assembly fails to authorize the sale or if the SELLER breaches any of the terms of this agreement, the $1,000.00 shall be returned to the KPB.

3. TITLE

Kenai Peninsula Borough, Alaska
KPB/__________ – Purchase Agreement

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

SELLER shall furnish to buyer within 15 days of signature on this agreement a preliminary commitment for title insurance.

4. ESCROW AND CLOSING COSTS

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

5. CLOSING

Unless otherwise agreed in writing, closing will occur within 90 days of execution of the Purchase Agreement. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

6. POSSESSION

Possession shall be delivered to KPB at time of recording.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of (insert legal description) by the Kenai Peninsula Borough is subject to authorization by the Kenai Peninsula Borough Assembly and appropriation of funds. If the Kenai Peninsula Borough fails to enact an ordinance authorizing the purchase of the subject land and appropriation of funds, this agreement shall be terminated without penalty.
8. HAZARDOUS MATERIAL

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

9. ENTIRE AGREEMENT

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

10. BREACH REMEDY

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

11. MISCELLANEOUS

A. Time. Time is of the essence in performance of this Agreement.

B. Cancellation. This Agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by SELLER and the mayor. This Purchase Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

C. Notice. Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall
be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

D. Interpretation. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.

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

KENAI PENINSULA BOROUGH:

___________________________
David R. Carey, Mayor

Dated: ________________

SELLERS:

___________________________

Dated: ________________

___________________________

Dated: ________________

ATTEST:                APPROVED AS TO LEGAL FORM

Johni Blankenship,          AND LEGAL SUFFICIENCY:
Borough Clerk

Holly B Montague,
Deputy Borough Attorney

Kenai Peninsula Borough, Alaska
KPBI____________________ - Purchase Agreement
NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )
) ss
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this _______ day of ______________________, ______, by David Carey, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

__________________________
Notary Public in and for Alaska
My commission expires: ____________

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )
) ss
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this _______ day of ______________________, ______, by ______________________.

__________________________
Notary Public in and for Alaska
My commission expires: ____________
NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )

) ss

THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this ______day of
______________________, __________, by _________________________.

______________________
Notary Public in and for Alaska
My commission expires: __________
Amendment to
Cooperative Agreement #68-0150-8-014
Between the
Natural Resources Conservation Service
And the
Kenai Peninsula Borough

On September 22, 2008, the Natural Resources Conservation Service ("NRCS") and the Kenai Peninsula Borough ("Borough") entered Cooperative Agreement #68-0150-8-014 ("Cooperative Agreement") in which the parties agreed to provide funds and perform activities for the purpose of implementing a voluntary acquisition of properties in the Old Mill Subdivision affected by a major flooding event, subject to financial limitations and other terms and conditions in the agreement.

Paragraph V.A. of the Cooperative Agreement provided that the agreement would continue in effect until September 30, 2009. In order to enable the parties to complete the program, which is in the best interests of the parties and the public, and as authorized in the agreement, the parties do hereby agree to amend paragraph V.A. of the Cooperative Agreement to read as follows:

V. It is mutually agreed:

A. The total amount of funds provided under this agreement is $1,825,500. This agreement shall be in effect on the date appearing in the first paragraph and shall continue in effect until September 30, 2011. It may be renewed by amendment until the objectives of the agreement are accomplished, but not later than the end of the fiscal year in which work is completed.

All remaining terms and conditions of the Cooperative Agreement remain in full force and effect.

Signatures:

______________________  _______________________
David R. Carey, Mayor Robert N. Jones, State Conservationist
Kenai Peninsula Borough United States Department of Agriculture

Date: ____________________  Date: ____________________

Natural Resources Conservation
Service
Cooperative Agreement
Between the
Natural Resources Conservation Service
And the
Kenai Peninsula Borough

This agreement is entered into upon receipt of the last signature by the Natural Resources Conservation Service herein referred to as NRCS, an agency of the United States Government, and the Kenai Peninsula Borough herein referred to as the Borough. This agreement is subject to the Special Provisions contained in Attachment A.

I. Authority:


Applicant participation in this project is voluntary; therefore, any acquisition made under this project is not subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

II. Background and Objective:

The Lost Creek Subdivision, located in the Kenai Peninsula Borough, approximately 5 miles north of Seward, Alaska, has suffered a major flooding event. It has been determined that it is more economically feasible to implement a voluntary acquisition of the affected properties as opposed to a construction or engineering practice.

The NRCS has received authorization to expend $1,389,125 under the Emergency Watershed Protection (EWP) program.

The Borough, as sponsor, is required to provide matching funds totaling 25% of the entire project costs. This amounts to $456,375. Total project costs are $1,825,500.

The project funds are to be used for all costs associated with the appraisal, acquisition, removal, and restoration of the land. The acquired lands will be managed in a manner which restores their floodplain values and returns them to their natural state. Such management will be specified in an easement deed issued by the Borough to the NRCS at the completion of the project.

III. The Kenai Peninsula Borough agrees to:

Contribute a minimum of $456,375.00 in matching funds for the total cost of acquiring fee simple title to the properties, removing structures, and restoration of the site. Contribution can be made by in-kind services approved by NRCS in advance and supported by documentation.

IV. The Natural Resources Conservation Service agrees to:

Provide funding in the amount of $1,389,125 for the acquisition, removal, and restoration of the acquired lands. This includes the acquisition of real property and improvements at fair market value.
V. It is mutually agreed:

A. The total amount of funds provided under this agreement is $1,825,500. This agreement shall be in effect on the date last signed by the NRCS, as described in the first paragraph and shall continue in effect until September 30, 2009. It may be renewed by amendment until the objectives of the agreement are accomplished, but not later than the end of the fiscal year in which work is completed.

B. This agreement pertains to only to the funding aspects of this project.

C. It is agreed that once the funding is accepted and obtained the parties will enter into a mutually acceptable agreement pertaining to the specific requirements for the completion of the Lost Creek Acquisition Project. That agreement will also contain the proposed easement deed to be issued to NRCS containing requirements for the future management of the acquired lands.

D. This agreement may be amended or terminated by mutual agreement of the parties at any time.

E. This agreement may be terminated without penalty by the Kenai Peninsula Borough if the borough assembly fails to approve more than $150,000 of a borough in-kind or cash match and the borough does not obtain commitments for the remaining balance needed to match the NRCS grant funds from non-borough sources. It is understood and agreed that if the borough terminates this agreement pursuant to this provision, it shall remain responsible for either providing the required 25 percent match to any NRCS funds spent prior to such termination, or refunding any unmatched NRCS payments made for the project, as required by law.

F. Employees of the recipient shall remain its employees while carrying out their duties under this agreement, and shall not be considered as Federal employees or agents of the United except as provided for under paragraph C.

G. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.

H. NRCS may terminate this agreement in whole or in part if NRCS determines the recipient has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the recipient in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the recipient.

I. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the recipient is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

K. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
VI. Technical and Administrative Contact:

Phil Naegele, Assistant State Conservationist, Projects
800 West Evergreen, Suite 100
Palmer, AK 99645
(907) 761-7758

Julie Hopkins, State Admin Officer
800 West Evergreen, Suite 100
Palmer, AK 99645
(907) 761-7776

The above aforementioned employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers' employees, or otherwise serve or hold themselves out as representatives of either the state or the borough. They also shall not assist either party, or any member, with efforts to lobby Congress, or to raise money through fund raising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with either party, or any member, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the agency.

VII. Sponsor Points of Contact:

Program

Colette Thompson, Borough Attorney
144 N. Binkley Street
Soldotna, AK 99669-7520
907-714-2120

Financial

Craig Chapman, Finance Director
144 N. Binkley Street
Soldotna, AK 99669-7520
907-714-2170

VIII. Signatures:

USDA-NATURAL RESOURCES CONSERVATION SERVICE

Robert N. Jones, State Conservationist
UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE

9-22-08

Date

KENAI PENINSULA BOROUGH

John J. Williams, Mayor
KENAI PENINSULA BOROUGH

9-19-08

Date
ATTACHMENT A - SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Service, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds $100,000) - The sponsors certify to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employee of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall
complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The sponsors shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)

(1) The sponsors certify to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification

(Applicable if this agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is ______, is not ___X___, listed on the Environmental Protection Agency List of Violating Facilities.
(b) To promptly notify the Assistant State Conservationist (Administration) prior to the signing of this agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project sponsoring organization(s) signatory to this agreement agrees as follows:

1. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by the Service.

2. That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by the Service unless and until the EPA eliminates the name of such facility or facilities from such listing.

3. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

4. To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A.(4).

B. The terms used in this clause have the following meanings:

1. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).


3. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-5(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017 and 3018 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.
MEMORANDUM

TO: Milli Martin, Assembly President
   Kenai Peninsula Borough Assembly Members

THRU: David R. Carey, Borough Mayor

FROM: Max J. Best, Planning Director

DATE: August 12, 2009

SUBJECT: Ordinance 2009-45; Authorizing the Borough to Enter into a Supplemental Cooperative Agreement with the Natural Resources Conservation Service Regarding the Old Mill Subdivision Buyout Program Located in the Seward Area

The Planning Commission reviewed the subject ordinance during their regularly scheduled August 10, 2009 meeting. A motion to recommend enactment of the ordinance passed by unanimous consent.

Draft, unapproved minutes of the subject portion of the meeting are attached.
AGENDA ITEM F: PUBLIC HEARINGS

2. Ordinance 2009-45; Authorizing the Borough to Enter into a Supplemental Cooperative Agreement with the Natural Resources Conservation Service Regarding the Old Mill Subdivision Buyout Program Located in the Seward Area

Staff Report given by Max Best

PC Meeting: 8/10/09

In September 2008, the Assembly passed an ordinance that appropriated a grant of $1,369,125 that required a 25% local match of $456,375 for conducting a voluntary buyout in the Seward area. This is through the Natural Resource Conservation Service (NRCS) administered by the Emergency Watershed Protection program on state, tribal and private lands by providing technical and financial assistance to local sponsoring authorities.

This ordinance presents for assembly consideration and approval a supplement to the cooperative agreement approved in September 2008 regarding the proposed buyout of certain properties in the Old Mill Subdivision located in the Seward vicinity. The Old Mill Subdivision has repeatedly been flooded over the years causing extensive damage to structure and property. The agreement is for the purpose of restoring and enhancing the floodplain's functions and values while helping landowners relocate to avoid future damages. The supplemental agreement spells out the process including notifying the eligible property owners and public, holding a public meeting to discuss the project and assist the property owners in obtaining the appropriate paperwork, ensuring that the subject property is appropriate for acquisition by conducting Phase 1 and possibly Phase 2 (hazardous material assessments), and clarifying that the purchases would be for fair market value. This is a voluntary program so those wishing to sell their properties would have a certain amount of time to submit application for sale and through criteria set up by NCRC and the Borough who would apply the criteria to determine which properties the Borough can acquire and minimize flood damage. After the properties are acquired there would be conservation easements put on the property so that no new buildings could be constructed. The old buildings would be demolished and wells would be abated per statutory requirements as well as septic systems. Most of the match money would be utilized to remove any infrastructure off the property.

The borough would then be the owner of the property but would convey to the NRCS an easement preserving the floodplain attributes but allowing the borough to have limited use of the properties as the underlying owner. Accompanying this ordinance is a copy of the proposed supplemental cooperative agreement with attachments and the original cooperative agreement signed in 2008.

The original agreement included a deadline of September 30, 2009, for completing the project. A copy of that agreement is included in the packet for your reference. As significantly more time is needed to complete the project an amendment has been prepared that would allow the project deadline to be continued to September 2011. The assembly's approval of this amendment is also sought. Your consideration and recommendation of this ordinance would be appreciated in order that the administration may proceed in cooperating with the NRCS to conduct this pilot project and attempt to mitigate flood damage in the future.

END OF STAFF REPORT

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

Commissioner Petersen asked who would be deciding on the criteria in prioritizing the properties. He also asked how that would be done. Mr. Best replied he was not sure. The Natural Resource Conservation Service (NCRC) had initially identified 10 properties. In a meeting with the last Administration it was undecided how it was going to take place. It was decided that through the agreement that NRCS had to be involved in determining which properties were high hazard areas.
MOTION: Commissioner Carluccio moved, seconded by Commissioner McClure to recommend enactment of Ordinance 2009-45.

Commissioner Petersen asked if the properties would be looked at differently than they were looked at the first time. Mr. Best replied yes, there would be a reapplication which would be opened up to the entire subdivision. Commissioner Petersen stated there were properties identified which were in-between properties that were selected the first time. Mr. Best stated there would be a reevaluation of the properties.

There being no further discussion or comments, the commission proceeded to vote.

VOTE: The motion passed by unanimous consent.

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<th>FOSTER</th>
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AGENDA ITEM G. ANADROMOUS STREAM HABITAT PROTECTION (KPB 21.18) - None

AGENDA ITEM H. VACATIONS NOT REQUIRING A PUBLIC HEARING - None

AGENDA ITEM I. SPECIAL CONSIDERATIONS - None

AGENDA ITEM J. SUBDIVISION PLAT PUBLIC HEARINGS

Chairman Carluccio reported the Plat Committee reviewed and conditionally approved 9 preliminary plats.

AGENDA ITEM K. COASTAL MANAGEMENT PROGRAM CONSIDERATIONS

AGENDA ITEM L. OTHER/NEW BUSINESS

AGENDA ITEM M. ASSEMBLY COMMENTS

No Assemblyperson present.

AGENDA ITEM N. DIRECTOR'S COMMENTS

Mr. Best reported on the following Assembly actions.

1. **POSTPONED AS AMENDED UNTIL 8/18/09**: Ordinance 2009-34; An ordinance amending KPB 17.10.180 to provide authority to permit temporary use of Borough land for up to five years and to clarify the process for denial of permit applications.

2. **POSTPONED AS AMENDED UNTIL 8/18/09**: Ordinance 2009-37 enacting KPB 17.10.185 to provide authority to enter into agreements that provide for third party management of public trails on borough land.

3. **ENACTED**: Ordinance 2009-38: Amending KPB Chapters 17.08, 17.10, and 17.50 to Clarify Procedures for Planning and Disposition of Forest Resources for Commercial and Personal Uses

4. **ENACTED SUBSTITUTE**: Ordinance 2009-39: Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough through Tax Foreclosure Proceedings

5. **ENACTED AS AMENDED**: Ordinance 2009-40: Authorizing the Sale of Substandard-Sized Lots Obtained by the Kenai Peninsula Borough through Tax Foreclosure Proceedings and Retained for a Public Purpose
Memorandum

TO: Milli Martin, Assembly President
    Members, Kenai Peninsula Borough Assembly

THRU: Ron Long, Assembly Member
      David R. Carey, Borough Mayor

FROM: Bill Williamson, Chairman SBCFSA

DATE: 18 August 2009

RE: KPB Ordinance 2009-45

The Seward/Bear Creek Flood Service Area board at their regular board meeting of 17 August 2009 voted to support KPB Ordinance 2009-45, authorizing the borough to enter into a supplemental cooperative agreement with the Natural Resources Conservation Service regarding the Old Mill Subdivision buyout program located within the service area.
WHEREAS, the assembly recently enacted Ordinance 2009-24, amending the borough code to require that the assembly approve qualifications and job descriptions for certain administrative positions; and

WHEREAS, the administration has prepared a booklet containing current job descriptions, including qualifications, for review and approval by the assembly;

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

SECTION 1. That the job qualifications and descriptions for the following positions, contained in the booklet entitled “Appendix A Job Descriptions & Classifications FY2010” dated July 1, 2009, a copy of which shall remain on file in the Borough Clerk’s Office, are hereby approved.

Director of Assessing
Office Manager
Assessment Administrative Manager
Appraisal Manager
Chief - CES
Assistant Chief - CES
Major Capital Projects Director
Major Capital Projects Administrator – 4 positions
Finance Director
Controller
Financial Planning Manager
Prop Tax & Collections Supervisor
Accounting Supervisor/Sales Tax
General Services Director
Human Resources Specialist
Human Resources Technician
Systems Manager
Risk Manager
Environmental Compliance Manager  
Safety Manager  
GIS Manager  
Chief - KESA  
Kenai River Center Manager  
Major Capital Projects Water Resource Manager  
Borough Attorney  
Deputy Borough Attorney  
Assistant Borough Attorney  
Legal Assistant  
Legal Assistant - Collections  
Maintenance Director  
Maintenance Foreman/Project Manager  
Maintenance Foreman – 2 positions  
Chief of Staff  
Special Assistant to the Mayor  
Mayor’s Administrative Assistant  
Purchasing and Contracting Officer  
Community and Fiscal Projects Manager  
Chief - Nikiski  
Assistant Chief of Operations  
Battalion Chief for Training and Safety  
Recreation Director  
Emergency Management Coordinator  
911 Operations Manager  
Planning Director  
Land Management Officer  
Roads Director  
Roads Engineer Project Administrator  
Spruce Bark Beetle Program Manager  
Solid Waste Director  
Landfill Manager

**SECTION 2.** That this resolution includes all of the authorized administrative positions in the borough administration as of the date of this resolution. The job descriptions for any administrative positions added in the future shall be included in the manual of descriptions maintained in the borough clerk’s office and the human resources department.

**SECTION 3.** That this resolution takes effect immediately upon its adoption.
ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST
DAY OF SEPTEMBER, 2009.

____________________________
Milli Martin, Assembly President

ATTEST:

____________________________
Johni Blankenship, Borough Clerk

Yes:
No:
Absent:
MEMORANDUM

To: Milli Martin, Assembly President
    Members, Kenai Peninsula Assembly

Through: David R. Carey, Borough Mayor

From: Bonita J. Miller, General Services Director

Date: August 20, 2009

Subject: Resolution 2009-072 approving job descriptions for Administrative Service employees

The Office of Human Resources was asked to review and revise the job descriptions for the Maintenance Director and the Roads Director.

The following attachment, a compilation of all Appendix A Job Descriptions with final revisions, is being forwarded for Assembly review and approval for inclusion in the above subject resolution.

Attachment: Kenai Peninsula Borough Appendix A Job Descriptions
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Position Description: Director of Assessing

Service Type: Administrative – Level 6

Definition: Under the general direction and supervision of the borough mayor and/or his designee, the director of assessing is responsible for planning, organizing and directing the borough’s assessments to ensure that all the related activities required to prepare and maintain accurate assessment rolls for both real and personal property within the borough are completed in accordance with borough and state laws and regulations.

Minimum Qualifications: A bachelor’s degree in a closely related field and six years of progressively responsible experience as an assessor or deputy/assistant assessor or five years of progressively responsible real estate appraisal work including management duties. Advanced education may be substituted for the experience requirement on a year-for-year basis and experience may be substituted for educational requirements on a two-for-one basis. Possession of a professional certification with International Association of Assessing Officers (CAE), American Institute of Real Estate Appraisers (MAI), Society of Real Estate Appraisers (SRPA or SREA), Alaska Certified Assessor Appraiser (ACAA), is desirable. Availability of a personal vehicle and have a valid Alaska drivers’ license to perform all job functions is required for this position.

Essential Functions:

1. Supervises the assessing department including both the field staff and office personnel.

2. Assures the development of office procedures and records systems designed to produce and maintain assessment rolls and records appropriate to the mission of the department and the borough.

3. Assists in tax code changes, annexation and incorporations.

4. Prepares and administers the annual departmental budget.

5. Maintains liaison with data processing and other departments whose work relates to the assessor’s office.

6. Interprets assessment policies and valuations to the public.


8. Directs and supervises subordinate staff; conducts performance appraisals and assigns and monitors work activities.

9. Formulates and analyzes statistical data on real estate and economic conditions. Submits reports to mayor and assembly.

10. Negotiates settlements with property owners over disputed appraisals.
11. Represents the borough in property tax appeal cases before the Board of Equalization and in court. Prepares and delivers testimony.


13. Drafts new and modified property tax ordinances for approval by the mayor and assembly.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Appraisal Manager

Service Type: Administration – Level 3

Definition: Under the general direction and supervision of the Director of Assessing, the Appraisal Manager is responsible for the commercial and residential real property appraisal staff, conducts review appraisals, and coordinates commercial and residential real property appraiser assignments and trains assigned staff. The Appraisal Manager performs real property appraisals, data collection, and sales analysis and estimates construction costs for various types of residential real property as needed.

Minimum Qualifications: High school or GED. Must have four years experience in a government assessing office; four years experience as a real estate appraiser in a fee appraisal office, supervisory experience in the real estate or construction industry may be substituted for two years of government office experience. Good organizational skills and the ability to work with the public are necessary. A good working knowledge of real estate sales financing programs, building construction components, appraisal techniques, spreadsheet applications and valuation of complex residential properties including vacant land. Ability to travel overnight and work out-of-doors, a valid Alaska driver’s license to perform all job functions, and the availability of a personal vehicle is required.

Essential Functions:

1. Manages and supervises the commercial and real property appraisal staff.

2. Assumes duties of Director of Assessing in his/her absence.

3. Assists the Director of Assessing in the preparation and presentation of appeal hearings.

4. Conducts reviews of residential and commercial real property appraisals.

5. Trains assigned staff.

6. Prepares real property assessment reports, records and other communications.

7. Researches construction costs.

8. Gathers data pertaining to quality, classification and value of residential property.

9. Represents the department in frequent contact with business owners, property tax professionals, appraisers and the general public.

10. Assists the Director of Assessing and System Analyst in determining cost breakdowns for a variety of different structures for input into the computer valuation tables.

11. Participates in Assembly committee meetings and appears before the Assembly as needed in the absence of the Director of Assessing.

12. Travel, including multiple overnight trips.
13. Works with computerized appraisal system as required.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit and to use hands and fingers dexterously to operate office equipment and small tools; occasionally transport up to 50 pounds; reach with hands and arms, and stand and walk (at times on uneven ground). This position requires the ability to access non-road accessible land within the Kenai Peninsula Borough during all times of the year using four-wheeler, ATV, snow machine, snowshoes, etc. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Assessment Administrative Manager

Service Type: Administrative – Level 3

Definition: Under the general direction and supervision of the director of assessing, the office manager supervises and coordinates the activities of the department’s administrative support staff.

Minimum Qualifications: Associate Degree in related field plus four (4) years of progressively more responsible secretarial experience, two (2) of which included supervisory duties or six (6) years of progressively more responsible secretarial experience, two (2) of which included supervisory duties. Must have thorough knowledge of office procedures as well as laws and procedures related to land title, subdivision, real estate documentation and easement/rights-of-way. Type 65 wpm; demonstrated recent proficiency with personal computers for word processing, and spreadsheets. Must be able to interact effectively with the public; possess the ability to function in stress related environment and handle difficult situations. Experience in direct querying of databases using SQL and advanced knowledge of Crystal Reports, SQL Reporting Services, and Microsoft Excel preferred.

Essential Functions:

1. Supervises secretarial and clerical activities of departmental staff.
2. Coordinates and reviews work assignments.
3. Checks daily input reports for accuracy of input.
4. Prepares and monitors budget, approves purchase orders and authorizes payments. Carries out and oversees purchases of capital equipment.
5. Participates in the development and maintenance of computerized appraisal systems; initiates requests for system enhancements and modifications; acts as liaison between MIS/Programming staff and Assessing Department.
6. Performs audits for accuracy of data in real and personal property systems relating to ownership, addressing, and exemptions.
7. Oversees various exemption programs.
8. Trains new clerical personnel in data entry processes for real and personal property systems.
9. Develops and maintains procedures for CAMA data entry, personal property and GRM assessment administration functions with current software releases.
10. Coordinates department record archiving and microfilming of assessment data.
11. Maintains calendar of various assessing deadlines and disseminates information between other agencies and borough departments.

12. Recommends and processes adjustments to certified assessed values.

13. Creates department forms and reports using Crystal Reports, SQL Reporting Services.

14. Creates assessment rolls and produces notices for real and personal property annual and supplemental assessments.

15. Validates certification data for personal property, main, and supplemental rolls.

Other Functions:

1. Conducts audits of assessing data to ensure accuracy of data.

2. Researches microfilm data to rebuild chain of title on parcels.

3. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally, and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus; many of the documents retrieved from various public agencies require use of magnifying glass.
Position Description: Fire/EMS Chief – Central Emergency Services

Service Type: Administrative – Level 6

Definition: Under the general direction and supervision of the borough mayor and/or designee with the advice and recommendations of the Central Emergency Service Area board, the chief is responsible for the supervision and direction of the department's activities including planning, both long- and short-range; budget development and implementation; personnel supervision; fire prevention activities; arson investigation; emergency medical services; fire suppression activities; disaster and other emergency activities; enforcement of Uniform Fire Code; coordination of the departments functions with other governmental organizations; and public relations.

Minimum Qualifications: A bachelors degree from an accredited college/university, or related equivalent experience and ten years of increasingly responsible professional firefighting/EMS experience, seven years of which must have been as an officer substantially equivalent to the description of Fire Officer III, NFPA No. 1021 (National Fire Protection Association). Administrative experience must include supervising personnel, preparation and implementation of budgets and equipment maintenance and specification. Must possess the knowledge of command principles and practices including the incident command system and have the ability to size-up an emergency scene and to plan a course of action for either controlling or eliminating the emergency; to transmit information accurately and precisely through oral and radio communications; to communicate effectively in oral and written formats; and to write comprehensive reports. A valid Alaska driver's license is required and must be maintained at all times to perform all job functions. A BS or MS degree in Fire Administration or Business Administration, certification as a Paramedic, or a graduate of the Executive Fire Officer Program preferred.

Essential Functions:

1. Plans and directs the total operation of the department.

2. Supervises the development and implementation of the department budget. Monitors the expenditures of service area funds to ensure compliance with the adopted budget and borough policy.

3. Represents the department at functions pertaining to the Central Emergency Services Area.

4. Attends CESA board meetings, providing information to facilitate the development of policy by the board.

5. Identifies, develops, and implements departmental policies and guidelines to ensure that regulatory, legislative, and board policy matters are appropriately addressed.

6. Evaluates the effectiveness and service life of facilities, equipment, and apparatus to maintain essential response capability for the department. Prepares budget requests, drafts specifications, develops bid documents, performs acceptance tests, and approves final acceptance for replacement.
Maintains and updates the department’s Vehicle and Facility Replacement Fund.

7. Monitors and prepares legislation as it relates to service area activities. Presents testimony on legislative matters that impact the service area.

8. Develops and monitors long-range plan for the Central Emergency Service Area.

9. Performs firefighting duties according to standard operating procedures, including direct ring water and chemical agents for the control and extinguishment of fires, positioning and climbing ladders for rescue and fire extinguishments, creating openings into buildings, protecting property from water and smoke damage, and emergency rescue operations for fire trapped victims.

10. Supervises, through subordinate officers, the training of both paid and on-call personnel

11. Directs, through subordinate officers, the department’s public relations efforts, including campaigns to present the need for changes in laws and policies and to encourage fire prevention.

12. Assures that policies are developed to implement the enforcement of the Uniform Fire Code.

13. Establishes procedures to ensure department coordination with other governmental agencies is immediate and smooth, especially as it pertains to emergency situations and arson investigations.

14. Coordinates CES activities with borough departments and other organizations.

15. Supervises and evaluates employees through subordinate officers.

16. Negotiates contracts or agreements on behalf of the CESA Board.

17. Represents CESA on state and local fire and EMS organizations.

18. Represents CESA on the Local Emergency Planning Committee and the 911 Board.

Other Functions:

1. Other related duties.

Physical Demands: Must be able to perform emergency firefighting and emergency medical duties on an as needed basis. While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Examination: A physical examination is required.
Position Description: Assistant Chief – CES

Service Type: Administrative-L4

Definition: Under the general direction and supervision of the CES chief, the assistant chief is responsible for the development and implementation of administrative and management services as designated by the chief, manages the emergency medical services program, and supervises the operations division of the department. Serves as a member of the management team, administrative and command staff.

Minimum Qualifications: A bachelors degree from an accredited college or university, or related equivalent experience and ten years of increasingly responsible professional firefighting/EMS experience with a strong background in emergency medical services, five years of which must have been as an officer substantially equivalent to the description of Fire Officer III, NFPA No. 1021 (National Fire Protection Association). Administrative experience in: supervising personnel; budget preparation and expenditure accounting; and apparatus/equipment specification, purchase, and maintenance. Must have knowledge of the incident command system; the ability to size-up an emergency scene and to plan a course of action for either controlling or eliminating the emergency; the ability to transmit information accurately and precisely through oral and radio communications on emergency scenes; and the ability to write accurate and comprehensive reports. A valid Alaska driver's license is required and must be maintained at all times to perform all job functions. A BS or MS degree in Fire Administration or Business Administration, certification as a Paramedic, and a graduate of the Executive Fire Officer Program preferred.

Essential Functions:

1. Participates in the development and implementation of administrative policies and guidelines resulting from regulatory processes and regulations that affect the department.

2. Participates in contract administration, product research and evaluation, grant development/administration, and long-term planning processes for the department.

3. Participates in the development and coordination of medical control, field policies for emergency responses, and evaluation of program effectiveness and supervises the medical quality assurance program. Works with the physician advisor to monitor the medical program for the department. Supervises and administers the ambulance billing program for the department.

4. Participates in budget development and implementation for fiscal year.

5. Summarizes and interprets data; prepares monthly, quarterly, and annual reports; and prepares other reports as necessary.

6. May represent the department with other agencies, departments, and organizations as their programs relate to the department.
7. Directly supervises the station captains and the operations division of the department. May prepare employee discussion forms, and/or administer disciplinary actions.

8. Assumes the duties of the Central Emergency Services chief in his absence.

Other Functions:

1. Supervises, directs, and performs firefighting (under AS 18.70), rescue, and medical duties as outlined by standard operating guidelines during emergency responses.

2. Administration of computer system including: system maintenance; system design; software and hardware research, purchase and installation; and develops system security standards. May troubleshoot system problems.

3. Supervises the delivery of fire safety education and fire prevention programs.

4. Supervises and assists, as needed, with department training for all personnel.

5. Represents the department at community events, other governmental functions, and with other agencies when assigned.

6. Serves as a member of the command, administrative, and management team staff.

7. Supports the policy and direction of the CESA Board of Directors, the chief’s policies and guidelines, and the borough’s policies and administrative directives. The assistant chief will exercise fiscal responsibility in all of his actions.

8. Serves as a command officer at complex incidents.

9. Other duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Examination: A physical examination is required.
Position Description: Major Capital Projects Director

**Service Type:** Administrative – Level 6

**Definition:** Under the general direction and supervision of the borough mayor and/or his designee, the major projects manager directs the activities of the staff of the major projects division with developing and implementing procedures for expediting procurement processes required for public facilities. Also performs project and construction contract management, inspection and administration; analyzes predesign and construction budget estimates and schedules to determine preliminary cash flow requirements; identifies the nature of design and construction services and develops scope of work for A/E proposals; prepares or directs staff in the request for proposals for solicitations of design consultants and construction of major buildings and capital projects as required. This person is responsible for coordination and administration of contracts between agencies and the borough from project conception through occupancy. This position is responsible for Roads, School District and Service Area major and minor projects and other special projects as assigned through the Administration.

**Minimum Qualifications:** A bachelor's degree in architecture, construction management, engineering or a closely related field and at least ten years experience in design, planning or construction management. Graduate study in architecture, public administration, planning construction management or engineering may be substituted on a year-for-year basis for the required experience. Related experience may be substituted on a year-for-year basis for the required education. Must have knowledge of program planning, public administration, project budgeting, reimbursable services agreements, professional service contracting methods, fundamentals of architectural design methods of construction, construction scheduling (particularly as required by conditions in rural Alaska and procedural requirements of construction regulatory agencies), basic principles of land use planning, principles and techniques of administration and supervision. Working knowledge of all related building code requirements and negotiating skills. Must have a valid Alaska driver’s license to perform all job functions.

**Essential Functions:**

1. Develops policy and procedures related to facility planning and procurement, provides guidelines for subordinate staff for coordinating and assisting client agencies in the facilities procurement process.

2. Reviews all facilities' capital improvement programs for mutual implication, particularly relating to project scheduling and feasibility.

3. Evaluates scope and content of data collection in relation to capital improvement planning, supervises and participates in collection, consolidation and evaluation of raw data and makes program proposals from findings.

4. Represents the borough in dealings with the contractor, the general public, local, state and federal entities on problems and contract changes.
5. Supervises the division staff and plans, assigns and reviews the work of subordinates and consultants.

6. Participates in project development conferences, discusses project objectives with technical and administrative staff and confers with state and federal agency representatives to plan activities on a cooperative basis.

7. Directly assists client agencies in the program development and facility procurement processes, including development of project scope, schedule and budgeting, among borough administration, the client agency, and consultants.

8. Performs construction inspection and reviews the quality and quantity of materials and the methods of placement and removal of materials in accordance with plans and specifications.

9. Identifies compliance documents needed, establishes contact with regulatory authorities to assure timely review and documentation of necessary approval.

10. Prepares and maintains a variety of project records and reports.

11. Reviews and approves contractor pay estimates and invoices.

12. Reviews and approves testing services invoices.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit and to use hands and fingers dexterously to operate office equipment and small tools; occasionally transport up to 50 pounds; reach with hands and arms, and stand and walk (at times on uneven ground). Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Major Capital Projects Administrator

Service Type: Administrative – Level 3

Definition: Under the general direction and supervision of the major capital projects director, the major capital projects manager performs management and administration functions for major capital projects involving selecting and applying accepted and standard architectural and engineering practices associated with the location, planning, design, materials, and construction of buildings, site improvements, utilities or other capital projects.

Minimum Qualifications: A bachelor’s degree in construction management, architecture, civil engineering or related field and five years experience in architecture, engineering or in one or more of the building trades; or education and training in architecture or engineering substantially equivalent to the above with a thorough understanding of construction terms and concepts. Related experience may be substituted on a year-for-year basis for the required education. Experience with ACAD software is highly desirable. A personal vehicle and valid Alaska driver’s license to perform all job functions is required for this position.

Essential Functions:

1. Applies contract management, architectural and engineering principles and practices to any or all phases of the location, design and construction of a wide variety of types of major capital improvement projects. Reviews and redlines construction documents including plans and specifications provided by professional design consultants.

2. Serves as contract administrator and/or construction coordinator on major construction projects; prepares gant charts for project scheduling.

3. Prepares reports, and cost estimates and may perform drafting for preliminary designs.

4. Computes quantities and cost of materials in the preparation of project cost estimates and assists the Department Head in establishing and maintaining the project budgets and schedules.

5. For smaller capital projects, performs field investigations and depicts terrain and its effect on structural support; assists in designing foundations, structural frameworks necessary to support the architectural design; performs engineering computations to determine weight loads and stress; prepares job and materials specifications and detailed working drawings.

6. Negotiates contracts for professional and construction services; purchases and expedites materials and equipment; coordinates with a variety of other government and/or private agencies.
7. Directly assists client agencies in the program development and facility procurement process, including development of project scope, schedule and budgeting.

8. Performs construction inspection and reviews the quality and quantity of materials and the methods of placement and removal of materials with plans and specifications.

9. Supervises assigned support staff, if any.

Other Functions:
1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; and regularly required to sit, stand, walk and reach with hands and arms. The employee must occasionally transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Finance Director

Service Type: Administrative – Level 7

Definition: Under the general direction and supervision of the borough mayor and/or his designee, the finance director is responsible for the administration of all activities of the finance department.

Minimum Qualifications: A bachelor's degree in finance, business administration or accounting and 10 years progressively responsible experience in governmental finance, five of which were in a supervisory capacity. Additional requirements include an expertise in the analysis of budgetary development; a background in information systems; knowledge of law pertaining to municipal finance, bond sales requirements, and investments; a general knowledge of municipal law; and experience in purchasing. Must be able to interpret detailed financial information concerning borough finances and skill in organizing and presenting that information. Finally, the ability to establish and maintain effective working relationships with elected officials, department heads, subordinates, the media and general public is required. Must have a valid Alaska driver's license to perform all job functions.

Essential Functions:

1. Plans, organizes and directs the financial planning and financial administration of the borough.

2. Supervises the requesting of departmental budget estimates and submits them in preliminary form to the mayor.

3. Estimates revenues and probable tax yields.

4. Directs and participates in the review of all financial transactions and controls the expenditure of appropriated funds; enforces compliance with standard accounting systems and fiscal procedures.

5. Provides administrative supervision of the central accounting and treasury activity, including the preparation of varied financial reports; supervises central payroll, tax collections and investments of the borough and school district funds.

6. Participates extensively in the development and implementation of municipal financial policies; attends assembly and department head meetings to explain financial matters.

7. Administers all bond sales for the borough.

8. Supervises the annual audit.

9. Performs internal audits as may be directed by the mayor.
Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Controller

Service Type: Administrative-Level 5

Definition: Under the general direction and supervision of the finance director, the controller assists with the management and operation of the day-to-day financial affairs of the borough.

Minimum Qualifications: A bachelor’s degree in business administration with major in accounting, finance or related field; five years progressively responsible professional experience in government accounting and finance, two of which were in a supervisory capacity; experience with the operation and management of automated financial systems; strong current working knowledge of GAAP as applied to local government accounting and budgeting; demonstrated knowledge of local government financial reporting and budgeting; and working knowledge of state and federal laws as applied to government accounting and finance, including payroll and accounts payable

Essential Functions:

1. Directs the activities of accounting supervisors in charge of sales tax/audit, property tax/delinquent collections, cash management or general accounting functions as assigned by the finance director.

2. Conducts complex analysis and prepares reports which outline the borough’s financial position.

3. Assists in preparation of the annual budget document as well as periodic budgets and financial forecasts.

4. Prepares/reviews monthly activity and status reports regarding borough investments.

5. Maintains records of accounts on a GAAP basis and acts as lead in preparation of CAFR.

6. Maintains a current in-depth knowledge of authoritative pronouncements issues by the GASB and FASB.

7. Represents finance department in the research, development and maintenance of automated financial systems.

8. Works with finance director in planning, scheduling and supervising external audits.

9. Plans and participates in the accounting and budgetary training of finance department and borough staff.

10. Interprets established borough policy as applied to controller-ship function.

11. Provides control over borough finances and assets by reviewing purchase orders, accounting records, checks, and bank reconciliations.
12. Prepares and makes public presentations regarding borough financial policies, procedures and results.

13. Responds to technical questions from borough staff and services areas.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Financial Planning Manager

Service Type: Administrative – Level 4

Definition: Under the general direction and supervision of the finance director, the financial planning manager engages in advanced level of accounting for the Borough and supervises the activity of the treasury/budget accountant in the financial services division of the Borough. This position is responsible for the borough’s budgeting functions, including development and monitoring of the Borough’s operating and capital budgets.

Minimum Qualifications: A bachelor’s degree in business administration with a major in accounting, finance or related field; four years progressively responsible experience in accounting and budgeting (preferably in a governmental entity), two of which are in a supervisory capacity. Strong working knowledge of generally accepted accounting principles as well as principles of budgeting; basic understanding of federal, state and local tax laws in connection with payroll and accounts payable. Experience with the operation and management of automated financial system. Have ability to communicate effectively and be proficient in the use of personal computers using spreadsheets and word processing software.

Essential Functions:

1. Coordinates the preparation of the annual Borough budget for approval by the finance director, mayor and assembly. Coordinates activities, assigns and reviews work of others involved in drafting and compiling the Borough’s budget and provides budgeting advice and assistance as necessary to department and division management.

2. Directly supervises a portion of the work of the treasury/budget accountant of the financial services division, including participating in the hiring of personnel, assigning specific duties, processing performance evaluations and undertaking any disciplinary actions necessary. Directs and oversees the professional and technical development of supervised staff. Reviews reports prepared by the treasury/budget analyst prior to submission to appropriate agency.

3. Prepare and conduct training programs for departments and individuals unfamiliar with budget preparation procedures, practices and financial system operations.

4. Responsible for processing change orders and purchase orders, processing of accounts payable and payroll in the absence of the controller, or as assigned.

5. Ability to research and interpret federal, state and local laws, regulations, contracts and other issues relevant to the Borough’s finance and budgeting activities.

6. Assists in the preparation of the comprehensive annual financial reports. Preparation, research and submission of other comprehensive reports on a variety of issues that may be used by the mayor, assembly, finance director, controller and other agencies.
7. Researches, prepares and reviews ordinances and resolutions for introduction to the borough assembly. Verify account numbers and availability of funds on all appropriating ordinances and awarding resolutions, as well as all budget revision requests. Responsible for recording all appropriating ordinances.

8. Monitors general ledger activity, budget, payroll and accounts payable data and initiates corrective action when necessary. Maintain the borough’s chart of accounts in a manner that promotes efficiencies and effectiveness.

9. Represents the borough and finance department in frequent contact with other departments, service areas, general public, state and federal granting agencies, as well as other municipalities.

10. Responds to technical questions from borough staff and service areas regarding the correct recording of transactions.

Other Functions:

1. Other related duties as required.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment; to stand, walk and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Property Tax and Collection Supervisor

Service Type: Administrative – Level 3

Definition: Under the general direction and supervision of the finance director, the property tax and collections supervisor engages in advance level supervision of the borough property tax and collections programs.

Minimum Qualifications: A bachelor’s degree in business or public administration with a major in business management, finance, accounting or related field, and a minimum of four year prior experience in governmental or private sector finance and accounting, at least two of which must have been in a supervisory capacity. Knowledge of automated financial systems including customer or tax billing, accounts receivable and delinquent accounts reporting systems. Demonstrated ability to work with upset taxpayers and/or customers and resolve disputes or misunderstandings. Knowledge of state and local property and sales tax laws. Ability to communicate clearly and effectively and to maintain positive working relationships with subordinates, superiors, co-workers and borough taxpayers.

Essential Functions:

1. Supervises and participates in the borough’s property tax billing, tax receivable and cash receipts systems to include the following
   a. Preparation and mailing of annual property tax billings
   b. Processing of tax billing and receivable adjustments
   c. Receipt, deposit and recording of tax payments.
   d. Collection of delinquent accounts.
   e. Referral of delinquent accounts to appropriate internal and external organizations for further collection effort.
   f. Completion of the annual tax foreclosure process.

2. Supervises and participates in collection of delinquent sales tax accounts.

3. Communicates directly with taxpayers whose questions or inquiries cannot be adequately addressed by subordinate employees. Participates in the development and presentation of taxpayer training programs.

4. Supervises and participates in the preparation and analysis of various reports related to tax billing, collections and revenues.

5. Supervises, trains and reviews the activities of subordinate employees involved in the tax billing, receivable and collections processes.

6. Oversees activities of external collection agencies.

7. Works closely with information systems technical staff to ensure that automated systems used to support the tax billing, collection and reporting processes are operating efficiently and maintained properly. Participates in the research, development and implementation of new or modified revenue receipt systems.
8. Collects or prepares data necessary to support the annual budgeting or accounting cycles. Prepares and/or approves adjusting journal entries.

9. Coordinates with other borough staff involved in the tax billings and collection processes to ensure compliance with all procedural and legal requirements.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously in order to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must be able to occasionally lift and move file boxes and other objects weighing up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Accounting Supervisor - Sales Tax

Service Type: Administrative-L3

Definition: Under the general direction and supervision of the finance director or designee, the accounting supervisor - sales tax engages in advance level accounting for the borough and supervises the activities of the sales tax section of the finance department.

Minimum Qualifications: A bachelor’s degree in business with a major in accounting and three years of prior experience in governmental accounting and collections or medium size private industry accounting; at least one year of supervisory experience; accounting skills and a knowledge of governmental accounting systems including a familiarity with federal, state, and local tax laws and principles; and the ability to work with the general public, public officials and coworkers on various collection activities.

This position requires experience in working with relational database systems. More specifically, emphasis will be placed on comprehension of complex business rules and schedules as they relate to the design and functionality aspects of a Microsoft SQL database. Experience in designing, writing and running advanced database queries and reports is preferred. These skills are required to interact with technical support staff effectively.

Essential Functions:

1. Supervises, plans, designs, and coordinates the activities of the sales tax section including preparation and administration of the section’s budget.

2. Responsible for the supervision of the sales tax personnel including oversight of day-to-day activities, work assignment and administration of any disciplinary action if necessary.

3. Assists in the preparation and submission of the annual financial report, budget documents and other comprehensive reports to state and federal agencies, and coordinates activities necessary to accomplish assigned task when appointed as project leader.

4. Performs analysis and compiles statistics utilizing research material from a variety of sources to produce comprehensive reports on a variety of subjects.

5. Assists in the design, development and implementation of software supporting the sales tax system, as well as development of methods and forms for improving the sales tax system, procedures and sales tax code.

6. Represents the borough in frequent contact with individuals from the business community, governmental agencies and professional associations.

7. Assists in the development of requests for proposals for contracting with outside agencies to perform sales tax related activities and monitors the work of those agencies.
8. Reviews and analyzes reports generated by the activities of the sales tax staff and reviews all requests for adjustments on the sales tax system.

9. Compiles letters and notices to the general public on matters relating to sales tax.

10. Attends public and departmental meetings concerning sales tax activities.

11. Maintains and reconciles general ledger accounts pertaining to sales tax.

12. Monitors bank land escrow payments, reconciles to general ledger, and updates forecasts for land sale projections.

13. Monitors land lease payments, reconciles to general ledger, and updates working spreadsheet provides to the Land Management Division.

14. Maintains special assessment system, produces annual billing, penalty notices, various correspondence and delinquency publication.

**Other Functions:**

1. Other related duties as assigned.

**Physical Demands:** While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: General Services Director

Service Type: Administrative-L6

Definition: Under the general direction and supervision of the borough mayor and/or his designee, the general services director is responsible for the administration of the Kenai Peninsula Borough's human resources, computerized information services, risk management, mail/copy center, and custodial/building administration functions.

Minimum Qualifications: Bachelor's degree in a related field, four years of experience in human resource administration or an equivalent combination of training and experience. Evidence of increasingly responsible management experience desired. The educational requirement may be substituted by work related experience on a two-year-for-one basis. Must be familiar with information systems and risk management concepts and have demonstrated the ability to manage a large, diversified staff. Must have a valid Alaska driver's license to perform all job functions.

Essential Functions:

1. Supervises the borough's human resources, information systems (including geographical), risk management, mail/copy, and custodial staff.

2. Establishes and interprets regulations, policies, and procedures governing supervised functions through appropriate means.

3. Serves as chief liaison and negotiator with organized labor.

4. Prepares the general services division's budgets. Assists other departments with budget preparations.

5. Responsible for all human resources, risk management and information systems documents. Ensures confidentiality.

6. Recruits all employees for the borough including service areas.

7. Confers with departmental officials, technical specialists and computer systems users on information systems installations, problems, scheduling, and the status of project activities and any deviations from established goals.

8. Reviews requests for, and makes recommendations as to the appropriateness of, computer hardware, software and related services under consideration by users.

9. Acts as risk manager in the risk manager's absence.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and
reach with hands and arms. Specific vision abilities required include close vision and the
ability to adjust focus. Reasonable accommodations may be made to enable individuals
with disabilities to perform the essential functions.
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Position Description: Human Resources Specialist – General Services

Service Type: Confidential – Range O

Definition: The Human Resource Specialist assists the director by performing technical and administrative work in support of the Office of Human Resources and acts as a primary contact for employees for day-to-day compensation and benefit questions. Advises and assists management, employees, and the public with complex aspects of borough personnel programs. As confidential assistant to the director, the Human Resource Specialist has partial responsibility for position classification programs and functions by locating, reviewing, retrieving, and summarizing information from classification standards and position descriptions, maintains employee files, and assists in recruiting and staffing logistics.

Minimum Qualifications: Associate’s degree from two-year college or technical school preferred and a minimum of four years Human Resource experience with at least two years of employee benefit experience. Commensurate Human Resource work experience may be substituted for the educational requirements. Must possess a working knowledge of federal, state and local labor laws and proven ability to demonstrate excellent judgment skills in dealing with complaints and sensitivity issues. Working knowledge of health and welfare plans including medical/prescription/dental/vision, the Public Employees Retirement System, deferred compensation, flexible spending and life insurance. Must be highly proficient in effective written and oral communication and in the use of personal computers and supporting software in a Windows base environment, including MS Office products (Word, Excel, Power Point). Knowledge of MS Access a plus. Experience in governmental employee management system (GEMS) desirable.

Essential Functions:

1. Performs clerical and administrative support to one or more functional areas within the Office of Human Resources.
2. Provides information and technical assistance to employees and the public regarding employment openings, policies, labor contract, labor laws and regulations.
3. Processes position vacancies including writing recruitment notices, placing advertisements, receiving applications, scheduling interviews, assisting in the selection process, and notifying applicants of selection/non-selection.
4. Oversees various functions of timekeeping, including processing timesheets, personnel actions, ensuring work is accurate and timely.
5. Processes terminations and retirements ensuring proper notification to the, benefit and insurance carriers, and issues COBRA notices and Certificates of Group Heath Plan coverage.
6. Administers FMLA program ensuring compliance top federal requirements. Advises and assists management, employees, and the public with complex aspects of borough personnel programs such as salary and benefit administration, recruitment and placement, employee development, employee relations and services, and equal employment opportunity.
7. Acts as a liaison between employees and insurance carriers to ensure effective installation of plans.

8. Responsible for electronic data transfer between insurance carriers and third parties, assists with carrier issues involving plan administration, contracts, implementations and ERISA, FMLA, HIPAA and COBRA compliance.

9. Establishes and maintains a variety of personnel lists including current information regarding position numbers and titles, wages, anniversary dates and classified employees’ seniority rankings.

10. May research, analyze, and integrate data to provide information on personnel programs.

11. Performs purchasing duties for the department and assists with the division’s budget preparation.

12. Supervises human resources administrative assistant, and assists with custodial and print shop/mail room supervision.

Other Functions:

1. In the absence of, performs limited functions of the general services director.

2. Other related duties as assigned.

Physical Demands: While performing the duties of this position, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
**Position Description:** Human Resource Technician – General Services

**Service Type:** Confidential – Range J/K

**Definition:** Under the general direction and supervision of the Human Resource Specialist and the General Services Director, the Human Resource Technician acts as the primary receptionist and confidential assistant providing a wide range of office support functions of a complex nature requiring independent judgment. The administrative assistant has partial responsibility for recruiting and staffing logistics; employee orientation, development, and training logistics and recordkeeping, payroll functions, compensation and benefits administration and recordkeeping.

**Minimum Qualifications:** High school diploma or GED; two years clerical experience, preferably with at least six months in human resources or payroll. Must demonstrate strong active listening skills with the ability to determine a customer’s need. Knowledge of accounting practices desired; and familiarity with the use of personal computers and supporting software in a Windows base environment, including MS Office products (Word, Excel, Power Point). Knowledge of MS Access a plus. Experience in governmental employee management system (GEMS) desirable.

**Essential Functions:**

1. Performs clerical and administrative support to one or more functional areas within the Office of Human Resources.
2. Provides information and assistance to employees and the public regarding employment vacancies, policies, benefits, and labor contract.
3. Processes purchase orders and payment requests and monitors budget status, running monthly reports or on an as-needed basis.
4. Assists in recruitment including receiving applications and scheduling interviews. Posts in-house and external position vacancies.
5. Develops interview screening materials and packets including minimum qualification, interview question, rating matrix and reference check screenings specific to each position.
6. Performs background checks on all applicants.
7. Tracks FMLA employee hours ensuring the human resource specialist and director are made aware of leave expiration and the need for adjustments.
8. Tracks temporary employee hours and status, generating bi-weekly reports to human resource specialist and director and to supervisors on an as-needed basis.
9. Updates and maintains employee professional development database.
10. Assist with updating and maintaining the position description database.
11. Processes timesheets for the General Services Department, ensuring accuracy and completeness.
12. Under the guidance of the director, plans for and promotes employee professional development, wellness program and other initiatives of the Office of Human Resources.
13. Responsible for records management including archiving and retrieval of records.
14. Processes work order requests to maintenance for the borough administration and General Service buildings.
15. Assists in the processing and updating of new hires, terminations and other personnel actions assuring proper paperwork is completed and forwarded to proper agencies.
16. Updates personnel and payroll records in the payroll system.

Other Functions:

1. In the absence of, cross trained to perform functions of the human resource specialist.
2. Other related duties as assigned.

Physical Demands: While performing the duties of this position, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Systems Manager

Service Type: Administrative-Level 6

Definition: Under the general direction and supervision of the general services director, the systems manager is responsible for the overall operation, management and control of mainframe computer resources for borough general government, service areas, and school district. Responsible for the borough's microcomputer systems and enterprise network. Supervises computer operations and microcomputer staff and performs systems applications work.

Minimum Qualifications: A Bachelor of Science degree in a related field and four years experience in programming and analysis, including mainframe systems experience. Relevant experience may be substituted for education on a year-for-year basis. Must have demonstrated the ability to supervise a subordinate staff. Prior programming experience with multiple computer systems and familiarity with local government data processing are desirable.

Essential Functions:

1. Supervises mainframe and microcomputer staff. Uses independent judgment to schedule, direct, assign, select, evaluate, discipline, and commend assigned personnel.

2. Advises on aspects of data processing functions as needed.


4. Oversees the borough's microcomputer systems and networks.

5. Advises regarding machine acquisition and needs assessment.

6. Analyzes, designs and documents systems and application software.

7. Assists applications development staff to efficiently utilize mainframe and microcomputer resources.

8. Performs general services director's information systems duties in his absence.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to use hands and fingers dexterously to operate office equipment, and to communicate orally; regularly required to sit and occasionally required to stand, walk, stoop, kneel, or crouch, and reach with hands and arms. The employee must occasionally transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Risk Manager

**Service Type:** Administrative-Level 5

**Definition:** Under the general direction and supervision of the general services director or his designee, the risk manager administers the Workers’ compensation, property, casualty, and claims functions for the borough including service areas and the school district.

**Minimum Qualifications:** A bachelor’s degree in a related field and five years experience (including at least three in a supervisory capacity) working in a corporate/institutional risk management/insurance procurement operation; or ten years experience (including at least five in a supervisory capacity) in a corporate/institutional risk management/insurance procurement operation. General insurance or brokerage experience in a supervisory capacity dealing with substantial size business firms and/or governmental accounts may be substituted for the above experience requirements on a two years for one basis. Working knowledge of building construction, costs and equipment, industrial equipment and terminology, tort law and the litigation process required. Charter Property Casualty Underwriter, Associate in Risk Management, or similar professional certificates preferred. Must have a valid Alaska driver’s license to perform all job functions.

**Essential Functions:**

1. Places and administers a comprehensive self-insurance program which includes general liability, professional liability, auto liability, and worker’s compensation.

2. Administers a comprehensive self-insured property insurance program.

3. Counsels borough staff on all insurance related matters, including contract wording, construction specifications, and state legislation.

4. Analyzes exposures to financial loss and the methods of handling exposures by risk transfer or risk assumption.

5. Analyzes, manages and adjusts claims.


7. Supervises Environmental Compliance Manager.


9. Prepares agendas and conducts risk management committee meetings and administers the KPB Employee Safety Committee.

11. Administers the workers' compensation self-insurance program for the Kenai Peninsula Borough and the Kenai Peninsula Borough School District.

12. Communicates claims cost and reserve information to financial auditors as necessary.

13. Advises department and the school district about the status of claims, loss experience trends and program cost.

14. Provides claims data for the employee injury and incident loss runs for the AKOSHA required injury and illness records.

15. Directs and monitors the activities and performance of the workers' compensation third party claims adjusting administrator to ensure compliance with applicable regulations.

16. Develops and manages the early Return of Work program.

17. Develops and provides or arranges for training programs relating to workers' compensation laws, benefits, policies and loss control.

18. Consults with the third party claim adjusting administrator and the borough attorney to select legal counsel for litigated workers' compensation cases and evaluates legal counsel performance, utilization and effectiveness.

19. Conducts workers' compensation claims investigations and directs third party claims adjusting administrator workers' compensation claims investigation activities.

20. Determines actual time missed from work due to work related injuries and illnesses and provides accurate information to meet OSHA record-keeping requirements.

21. Develops and maintains close communication with medical providers that provide services for injured employees and serves as the liaison between medical providers, injured employees and department supervisors.

22. Communicates benefits and programs goals with department managers and injured workers for the purpose of loss control.

23. Reviews and approves all claim settlements proposed by the third party claims adjusting administrator.

24. Develops, implements and monitors workers' compensation claims reporting forms, procedures and activities.

25. Selects and contract's for third party claim adjusting administration and other workers' compensation program related services and products.
Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Ability to travel to perform accident/claim investigations and review loss exposures required. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Environmental Compliance Manager – Kenai Peninsula Borough and School District

Service Type: Administrative – Level 4

Definition: Under the general direction and supervision of the Risk Manager or designee, the Environmental Compliance Manager’s primary duties include development, review, and coordination of the Kenai Peninsula Borough and Kenai Peninsula Borough School District’s environmental programs; performing project management; ensuring that the borough and school district’s hazardous materials are stored, handled, and disposed of in accordance with local, state and federal regulations; and providing technical assistance with environmental issues to other departments, service areas, and the school district.

Minimum Qualifications: A bachelor's degree in the environmental science or engineering field with a minimum of four years experience in environmental science, hazardous materials or solid waste. Relevant experience may substitute for the educational requirement on a two-for-one basis. Strong verbal and written communication skills required. Experience in public grounds and building construction desired. A working knowledge of Federal and State regulations (EPA, ADEC, OSHA, etc.) is required. This position requires the incumbent to obtain a 40-hour hazardous waste site training certification, and Incident Command System (ICS) training. Must have a valid Alaska driver's license to perform all job functions. Must be willing to travel throughout the borough with infrequent overnight stays. Professional engineer licensure preferred.

Essential Functions:

1. Stays abreast of changes in federal and state regulations, relating to environmental health and safety issues, and hazardous materials handling.

2. Conducts site evaluations of borough and school district facilities to ensure compliance with environmental regulations. Administers the collection of hazardous materials inventory information. May conduct air, water and soil sampling as needed.

3. Prepares construction, operation, and professional service bidding and contract documents. Administers contracts to ensure contractor/consultant compliance; and reviews site records, estimates, and invoices.

4. Provides environmental compliance education and training to employees. Serves as HAZWOPER training coordinator for the borough.

5. Oversees compliance with environmental standards. Maintains environmental records for borough and school district facilities (including water, and hazardous waste sampling records).

6. Coordinates the activities of borough personnel who remove, handle, and dispose of hazardous materials.

7. Provides research, maintains records, prepares reports and documents as necessary in support of duties.
8. Coordinates borough and school district in-house energy conservation, recycling, and integrated pest management programs.

9. Coordinates the borough fuel storage tank program. Prepares budgets; administers tank removal; assesses fuel storage facilities; administers remediation contracts; oversees onsite fuel storage tank activities; prepares reports and Spill Prevention Control and Countermeasure (SPCC) plans; and maintains histories and records of the tanks to ensure compliance with local, state, and federal regulations.

10. Provides environmental technical support to the borough during the process of acquisition and disposal of borough property.

11. Provides technical support to the borough in the event of an uncontrolled release of hazardous materials.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is regularly required to: communicate orally and in writing; use hands and fingers dexterously to operate office equipment; to sit; and occasionally stand, walk, climb, balance, stoop, kneel, crouch or crawl, reach with hands and arms; transport up to 40 pounds; wear a respirator and other personal protective equipment. Position requires visual abilities that include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rv: 10/08
Position Description: Safety Manager

Service Type: Administrative – Level 4

Definition: Under the general direction and supervision of the risk manager, the safety manager is responsible for implementing and managing a safety and loss prevention program for the borough, the school district, and the service areas.

Minimum Qualifications: Bachelor's degree in a related field and four years of experience in safety/loss prevention. Additional related experience may be substituted for the degree on a year-for-year basis; professional safety certification strongly preferred. Must have a valid Alaska driver's license to perform all job functions and the availability of a personal vehicle also required.

Essential Functions:

1. Implements and manages a safety and loss prevention program for borough departments, school district, and service areas.
2. Keeps abreast of OSHA and other applicable federal, state, and local laws and regulations.
3. Write safety guidelines, procedures, and manuals. Provides training and performs inspections to ensure compliance.
4. Acts as primary contact with state and federal agencies on safety matters.
5. Assists the Risk Manager in insurance and other matters as required.
6. Conduct accident investigation on Workers’ Compensation and Student accidents as needed.
7. Maintains AKOSAH required injury and illness records.
8. Chair person for the KPB Employee Safety committee.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and in writing; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Ability to travel to conduct safety inspections and safety training at borough and school district facilities. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: GIS Manager

Service Type: Administrative-L3

Definition: Under the general direction and supervision of the general services director or his designee, the GIS manager is responsible for operating and coordinating the Geographic Information System and supervising and training staff for operation of the computer system.

Minimum Qualifications: High school diploma or GED; extensive knowledge of computer systems software and hardware, application software, and familiarity with client-server systems; and demonstrated ability to design, build and maintain relational databases, forms and reporting systems. Understands supervision, and laws and procedures related to land title/subdivision/easements and rights-of-way, and surveying. Must have understanding of operation of GIS. Responsible for strategic implementation of GIS services to the user community.

Essential Functions:

1. Supervises incorporation of geographic information from public and private agencies into one central geographic system.
2. Makes GIS data available to borough personnel and the general public through maps, reports, and desktop products.
3. Creates, customizes, and maintains GIS database and manages the system.
4. Represents borough on various interagency panels and projects needing GIS or database expertise.
5. Troubleshoots and does general maintenance of computer hardware and software.
6. Designs and implements necessary database catalogs, tables and interfaces.
7. Manages the system emphasizing disk backup, security, accounting, and other system management functions.
8. Supervises and coordinates the activities of GIS staff and is responsible for providing training.
9. Manages the conversion of the manually drafted database to the computer-drafted database.
10. Monitors quality control of graphic output.
11. Enhances existing software packages.

Other Functions:
1. Other related duties as assigned.

Revised 10/08 rc
Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, stoop, kneel, or crouch, and reach with hands and arms. The employee must occasionally transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Chief-Kachemak Emergency Service Area

Service Type: Administrative - Level 3

Definition: Under the general direction and supervision of the borough mayor or his designee and the Kachemak Emergency Service Area board, the chief is responsible for the supervision and direction of the department’s activities including fire prevention and fire suppression activities; fire investigation; emergency medical services; budget implementation; recruitment and retention; personnel training, supervision, and evaluation; and public relations.

Minimum Qualifications: Must have knowledge of command principles and practices, including the incident command system; the ability to size-up an emergency scene and to plan a course of action for either controlling or elimination the emergency; to transmit information accurately and precisely through oral and radio communications; the ability to communicate effectively in oral and written formats; and to write comprehensive reports. Must have minimum certification or eligible for certification as a Firefighter I, EMT I. Must possess an Alaska driver’s license that permits the performance of all job duties. Tens years of increasingly responsible firefighting/EMS experience, five years of which must have been as a fire officer or equivalent leadership or managerial position in a fire department, municipal emergency service organization or related public safety operation or private business organization supervising personnel, budget, and equipment.

Essential Functions:

1. Plans and directs the operation of the department, including the delivery of fire suppression, emergency medical services, and related services.

2. Responds to fire and emergency medical service calls as appropriate and assumes command at major alarms as needed.

3. Administers the department budget. Monitors the expenditures of service area funds to ensure compliance with the adopted budget and borough policy. Applies for grant funding when applicable.

4. Attends KESA board meetings, providing information to facilitate the development of policy by the board.

5. Develops and implements departmental policies, standing orders, and guidelines to ensure that regulatory, legislative, and board policy matters are appropriately addressed.

6. Supervises the maintenance of department equipment, apparatus, and facilities.

7. Evaluates the effectiveness and service life of facilities, equipment, and apparatus to maintain essential response capability for the department. Budgets, drafts specifications, bids, acceptance tests, and approves final acceptance for replacement, as needed.
8. Supervises the maintenance of department records, reports, correspondence, and other documents.

9. Develops and supervises delivery of department training programs.

10. Is responsible for volunteer recruitment and retention.

11. Supervises and evaluates all employees and volunteers, including the selection, promotion, assignment, discipline, and termination of volunteer personnel. Makes recommendations to the KES board in hiring, promotion, or termination of paid personnel.

12. Assist KES board in developing and amending the budget and the long and short range plans for the service area.

Other Functions:

1. Directs the department’s public relations efforts to encourage fire prevention.

2. Assists the public with fire code compliance and cooperates with the stat fire marshal in fire code enforcement.

3. Establishes procedures to ensure that department coordination with other governmental agencies is immediate and smooth, especially as it pertains to emergency situations.

4. Represents the department to other government official and private agencies. Attends public and a professional meetings to represent the department’s interest and to keep abreast of current trends and developments.

5. Other duties as directed.

Physical Demands:

High frequency of exposure to hazardous situations in performance of firefighter or EMT duties.
Regularly required to work at irregular hours and on holidays. Regularly on-call by pager for emergency calls. A physical examination is required.
Position Description: Kenai River Center Manager

Service Type: Administrative – Level 5

Definition: Under the general direction of the borough Mayor or designee, the Kenai River Center Manager is responsible for administering the provisions of ordinances and regulations that control the use of lands and rights-of-way within the identified watersheds within the borough.

Minimum Qualifications: Bachelors degree in natural resource, urban, regional or community planning, public administration or other related field; three years of increasingly responsible experience in administering regulations and compliance issues. Must be able to work effectively with applicants in a customer service oriented environment. Experience in permitting and zoning matters may be substituted for education requirements if the appropriate level of experience can be demonstrated. Four years of sub-professional planning, education or other related experience leading to a general knowledge of planning principles is desirable. Availability of a personal vehicle and a valid Alaska driver’s license to perform all job functions is required.

Essential Functions:

1. Administers the Kenai River Center building and borough staff. Coordinates activities with other tenant agency staff.

2. Coordinates and administers the permitting and educational activities of Kenai River Center staff and is responsible for providing training.

3. Responsible for the process of providing information, assistance and permits to individuals, property owners, communities and agencies on issues relating to the watershed, flood plain development, habitat protection and the tax credit program along identified rivers within the borough.

4. Receives and processes applications for habitat protection area, tax credit and other necessary activities.

5. Prepares staff reports, maps and advertisements for public hearings and makes presentations to the planning commission and Assembly.

6. Writes grants and administers contracts and related activities, and is responsible for budget preparation and administration for the Kenai River Center.

7. Conducts site visits and field inspections of properties prior, during and after issuance of permits and tax credits to ensure compliance.

8. Administers the coordination and cooperation of the Kenai River Center staff with other regulatory agencies when multiple permits are required.

9. Organizes and conducts public meetings and educational programs to communicate information on issues and regulatory requirements.
10. Maintains the Kenai River Center permit computer records database, including permit entry and maintenance and produces regular reports.

11. Works with permit applicants in an effective manner to insure customer service goals are met.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit, stand, walk, and reach with hands and arms. The employee must perform year round field visits working near and on the water that will require walking on uneven ground, snow and ice, and to be transported in boats. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Major Capital Projects Water Resource Manager

Service Type: Administrative – Level 3

Definition: Under the general direction and supervision of the Kenai River Center Manager, the Major Capital Projects Water Resource Administrator performs management and administration functions for major capital projects involving selecting and applying accepted and standard engineering practices associated with the location, planning, design, materials, and construction, site improvements, utilities or other capital projects.

Minimum Qualifications: A bachelor’s degree in civil engineering, hydrology or hydrogeology and four years experience or education and training in hydrology and flood plain development substantially equivalent to the above with a thorough understanding of terms and concepts. Must have good organizational and technical skills and understanding of floodplain development permitting. Must possess ICS/NIMS certification or become certified within 6 months. Must be able to manage multiple projects, budgets, and coordination with other departments. Experience with AutoCAD software is highly desirable. A personal vehicle and a valid Alaska driver’s license to perform all job functions is required for this position.

Essential Functions:

1. Provide assistance to the Seward/Bear Creek Flood Service Area Board to develop mitigation and stream maintenance plans and projects, including attendance of board meetings.

2. Assist with hydrologic/hydraulic analysis and floodplain mapping.


4. Evaluate stream scour / bed load transport potential and develop scour / bed load build up counter measures. Perform field support activities as requested.

5. Provide support for transportation projects in the area of hydrology and hydraulics for major and minor crossing structures, and roadway drainage.

6. Serve as contract administrator and/or construction coordinator on major construction projects; prepare Gantt charts for project scheduling.

7. Prepare reports, plans, specifications, and cost estimates for various types of design and construction projects.

8. Assist in Emergency Response incidents; may be assigned to incident management operational leadership.

9. Perform drafting, design and mathematical calculations for design geometrics, weight loads, stresses and alignments. Compute quantities and cost of materials in the preparation of preliminary project cost estimates.
10. Negotiate contracts for professional and construction services; purchase and expedite materials and equipment; coordinate with a variety of other government and/or private agencies.

11. Supervise assigned support staff, if any.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; and regularly required to sit, stand, walk and reach with hands and arms. The employee must occasionally transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Borough Attorney

Service Type: Administrative-Level 7

Definition: This is a professional legal and administrative position of a highly responsible nature, directing the legal activities of the borough. The borough attorney is the principal executive officer of the legal department, serves as the chief legal advisor to the borough, and is responsible for providing legal services for the mayor, borough assembly, all departments, officials of the borough, and the school board. Responsibilities include planning, staffing, and supervising an organization for meeting the legal service needs of the borough and school district. Work is assigned by direction of the mayor and assembly or the school board, and is performed with technical independence subject to compliance with the law and review by the courts.

Minimum Qualification: Admission to practice law in the State of Alaska and at least eight years of legal practice with experience in municipal or other administrative law, contract and property law, legal research and writing, and related areas. Must have a valid Alaska driver's license to perform all job functions.

Desirable Qualifications:

1. Substantial experience in the practice of law, including administrative trial court litigation, and appellate experience in Alaska.

2. Several years of experience in the general practice of law in the State of Alaska with some experience in the fields of Alaska municipal law, real estate law, and tax law.

3. A thorough knowledge of, and skill in, the methods of legal research and draftsmanship, including electronic and traditional forms of legal research.

4. The ability to plan and supervise the work of professional assistants.

5. The ability to establish and maintain effective working relationships with subordinates, superiors, public officials, other department heads, and the general public.

6. Detailed knowledge of federal, state and Alaska municipal, civil law including the constitutional and statute law pertaining to Alaska borough government law. Working knowledge of Alaska municipal criminal law.

7. Thorough knowledge of legal requirements relating to the authority and functions of borough and municipal departments and service areas.

8. Knowledge of judicial procedures, rules of evidence and court practice in the state and federal courts in Alaska.

9. Knowledge of established precedents and sources of legal reference applicable to borough legal activities.
10. Ability to organize, interpret, and apply legal principles and knowledge to complex legal problems, in drafting sound legal opinions, and in preparation of a wide variety of legal documents.

11. Ability to communicate clearly and concisely, orally and in writing.

12. Considerable progressive experience in the practice of municipal law.

**Essential Functions:**

1. Administers the legal department of the borough, including preparation of budget, monitoring expenditures, and overseeing maintenance of legal resources.

2. Performs all legal services of the borough including those of legal advisor to the mayor, assembly, school board and other borough officers.

3. Represents the borough in all matters, civil and criminal, coming before any court or tribunal, as well as the school district upon request.

4. Drafts ordinances and resolutions including supporting analyses, policies and procedures requested by the mayor, assembly, school board, departments, boards and commissions.

5. Drafts and approves as to form and legal sufficiency all contracts, bonds and other similar documents to which the borough is a party, or supervises such drafting and approval by the deputy or assistant borough attorneys.

6. Furnishes necessary legal certificates required by state and federal agencies.

7. Supervises the work of outside counsel or law specialists retained by the borough.

8. Advises the mayor, assembly, school board district and other borough personnel.

9. Participates in a wide range of activities related to risk management of the borough.

10. Supervises and trains clerical and technical staff as needed.

**Other Functions:**

1. Performs such other duties as may be required by the mayor, assembly and borough departments.

**Physical Demands:** While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. Very occasionally required to transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*Revised 06/09 bjm*
Position Description: Deputy Borough Attorney

Service Type: Administrative Level 5

Definition: Performs professional legal and administrative work of a highly responsible nature, assisting the borough attorney in performing the legal services for the borough and school district. In the absence of the borough attorney the deputy borough attorney acts in the place of the borough attorney as described below. Work involves the performance of a wide variety of professional legal duties, including providing legal services for the mayor, assembly, school district, department heads or their designees, and boards and commissions of the borough. Assignments are received from the borough attorney who assists as required with difficult matters. Highly professional judgment and skill are required to carry work to completion. Performance is subject to review by the borough attorney through inspection of casework, records, and documents and through periodic conferences.

Minimum Qualifications: Requires admission to practice law in Alaska plus at least six years of legal practice with experience in municipal or other administrative law, contract and property law, legal research and writing, and related areas. Must have a valid Alaska driver's license to perform all job functions.

Desirable Qualifications:

1. Significant experience in the practice of law, including administrative and trial court litigation, and appellate experience in Alaska.

2. Several years of experience in the general practice of law in the State of Alaska with noteworthy experience in the fields of Alaska municipal law, contract and real estate law, and tax law.

3. A thorough knowledge of, and skill in, the methods of legal research, and draftsmanship, including electronic and traditional forms of legal research.

4. The ability to understand and follow directions from, and cooperate with, professional superiors.

5. The ability to establish and maintain effective working relationships with the legal department employees, superiors, subordinates, public officials, other department heads, and the general public.

6. Detailed knowledge of federal, state and Alaska municipal civil law, including the constitutional, statutory and case law pertaining to Alaska borough government law. Working knowledge of Alaska municipal criminal law.

7. Thorough knowledge of legal requirements relating to the authority and functions of borough and municipal departments and service areas.

8. Knowledge of judicial procedures, rules of evidence and court practice in the state and federal courts in Alaska.

9. Knowledge of established precedents and sources of legal reference applicable to borough legal activities.
10. Ability to organize, interpret and apply legal principles and knowledge to complex legal problems, in drafting sound legal opinions, and in preparation of a wide variety of legal documents.

11. Ability to communicate clearly and concisely, orally and in writing.


**Essential Functions:**

1. Assists the borough attorney in the performance of all legal services of the borough including those of legal advisor to the mayor, assembly, school board, other borough and school district officers and department heads, or designees.

2. Represents the borough and school district in all matters, civil and criminal, coming before any court or tribunal as assigned by and under the supervision of the borough attorney.

3. Drafts ordinances and resolutions including supporting analyses, policies and procedures requested by the borough attorney, departments, boards and commissions.

4. Performs legal research including both traditional and electronic research using the internet, Westlaw or other similar electronic and other available legal research resources.

5. Under the supervision of the borough attorney, analyzes or drafts, and, approves, as to form and legal sufficiency, all contracts, bonds and other similar documents referred to the deputy borough attorney to which the borough is a party.

6. Furnishes necessary legal certificates required by state and federal agencies in the absence of the borough attorney.

7. Substitutes for the borough attorney at the request of, or in the absence or unavailability of the borough attorney, and performs the borough attorney’s duties at the direction of the borough attorney for short periods of time during the absence of the borough attorney.

8. Performs such other legal or administrative duties as may be required by the borough attorney.

9. May supervise and train clerical and technical staff as needed to coordinate work required for the deputy borough attorney.
Other Duties:

1. Other related duties as assigned by the borough attorney.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. Very occasionally required to transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Assistant Borough Attorney

Service Type: Administrative Level 4

Definition: Performs professional legal and administrative work of a highly responsible nature, assisting the borough attorney, and the deputy borough attorney when assigned to do so by the borough attorney, in performing the legal services for the borough and school district. Work involves the performance of a wide variety of professional legal duties, including providing legal services for the mayor, assembly, school district, and department heads or their designees, and boards and commissions of the borough. Assignments are received from the borough attorney who assists as required with difficult matters. Professional judgment and skill are required to carry work to completion. Performance is subject to review by the borough attorney through inspection of casework, records, and documents and through periodic conferences.

Minimum Qualifications: Requires admission to practice law in Alaska plus at least three years of legal practice including administrative agency experience. Must have a valid Alaska driver’s license to perform all job functions.

Desirable Qualifications:

1. Considerable experience in the practice of law, including administrative and trial court level litigation, and appellate experience in Alaska.

2. Several years of experience in the general practice of law in the State of Alaska with some experience in the fields of Alaska municipal law, contract and real estate law, and tax law.

3. A thorough knowledge of, and skill in, the methods of legal research and and draftsmanship, including electronic and traditional forms of legal research.

4. The ability to understand and follow directions from, and cooperate with, professional superiors.

5. The ability to establish and maintain effective working relationships with the legal department employees, superiors, subordinates, public officials, other department heads, and the general public.

6. Knowledge of federal, state and municipal, civil law including the constitutional, statutory, and case law pertaining to Alaska borough government law. Working knowledge of Alaska municipal criminal law.

7. Knowledge of legal requirements relating to the authority and functions of borough and municipal departments and service areas.

8. Knowledge of judicial procedures, rules of evidence and court practice in the state and federal courts in Alaska.

9. Knowledge of established precedents and sources of legal reference applicable to borough legal activities.
10. Ability to organize, interpret, and apply legal principles and knowledge to complex legal problems, in drafting sound legal opinions, and in preparation of a wide variety of legal documents.

11. Ability to communicate clearly and concisely, orally and in writing.

**Essential Functions:**

1. Assists the borough attorney in the performance of all legal services of the borough including those of legal advisor to the mayor, assembly, school board and other borough and school district officers and department heads, or designees.

2. Represents the borough and school district in all matters, civil and criminal, coming before any court or tribunal as assigned by and under the supervision of the borough attorney.

3. Drafts ordinances and resolutions including supporting analyses, policies and procedures requested by the borough attorney, departments, boards and commissions.

4. Performs legal research including both traditional and electronic research using the internet, Westlaw or other similar electronic and other available legal research resources.

5. Under the supervision of the borough attorney, analyzes or drafts, and approves as to form and legal sufficiency, all contracts, bonds and other similar documents referred to the assistant borough attorney to which the borough is a party.

6. Performs such other legal or administrative duties as may be required by the borough attorney.

7. Substitutes for the borough attorney at the request of, or in the absence or unavailability of both the borough attorney and the deputy borough attorney. Performs duties at the direction of the borough attorney or the deputy borough attorney, as applicable, for short periods of time during the absence of both the borough attorney and the deputy borough attorney.

8. May supervise and train clerical and technical staff as needed to coordinate work required for the assistant borough attorney.

**Other Duties:**

1. Other related duties as assigned by the borough attorney.

**Physical Demands:** While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. Very occasionally required to transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Legal Assistant

Service Type: Confidential - Range M/N

Definition: Under the general direction and supervision of the borough attorney and the assistant borough attorneys, the legal assistant prepares legal papers and correspondence of a legal nature such as court pleadings, motions, ordinances, and contracts and manages the legal department office requirements and library. This position may review law journals and other legal publications to identify court decisions pertinent to pending cases and submit articles to the borough attorney.

Minimum Qualifications: High school diploma or GED; four years experience as a secretary in a public or private law office; type 50 wpm; extensive knowledge of legal terminology, format, court processes and law office practices and procedures and familiarity with word processing software. Notary public preferred.

Essential Functions:

1. Receives and screens telephone calls from litigants, attorneys, court judges, and other persons; forwards calls to borough attorney, assistant borough attorneys, or refers the caller to appropriate official; or handles calls independently when appropriate.

2. Greets visitors, ascertains nature of business; either handles matter independently when appropriate, or refers visitors to proper person or department.

3. Transcribes and edits legal dictation concerning reports and recommendations, court orders and opinions, resolutions, ordinances, contracts, pleadings, briefs, and related legal dictation. Transcribes verbatim tapes of meetings and other proceedings. Prepares ordinances and resolutions as directed. Independently or under attorney supervision, prepares legal forms necessary for filing cases before courts. Drafts letters, memos and other documents as directed. Independently prepares some correspondence, contracts and court documents for attorneys. Transcribes and assists in editing difficult non-routine memoranda, contracts, resolutions, ordinances and letters. Reviews, summarizes, and indexes depositions, contracts and other documents. Using independent judgment, monitors references to state and municipal law and proofreads documents for continuity and correct application of legal formats. Proofreads, edits, and sends out correspondence.

4. Opens and sorts incoming mail; attaches related materials when appropriate; prepares some replies independently for attorney review.

5. Establishes and organizes case files and research files; files letters, documents and related material within established procedures, updates and revises filing systems as necessary.

6. Independently maintains law library, including ordering of material and processing of bills, catalogs, and law books. Maintains and updates legal books. Independently exercises own judgment in maintaining, continually updating, organizing, reorganizing, and indexing complex in-house legal research files.
7. Maintains calendar of court dates, pleading responses and appointments, and keeps suspense file of unfinished projects.

8. Tracks ordinances and resolutions for packet deadlines. Coordinates and handles steps needed to ensure documents for assembly packet are in proper format, are routed correctly and comply with administrative and signatory requirements.


10. Performs basic legal research to locate rules, statutes, regulations, ordinances, and reported cases for use by the legal department. Also conducts independent research and investigation, at the request of the borough or an assistant attorney, of factual information relating to legal issues presented to department. Uses expertise and independent judgment in conducting such research and investigation.

11. Independently coordinates and compiles responses to discovery requests, including independently determining potential sources of information sought, contacting such departments to seek the information, following up on requests to ensure responses are properly and timely filed.

12. Performs the duties of the other legal assistant in his/her absence.

13. Exercising own judgment independently purchases supplies and equipment for department, subject to general borough attorney authorization. Reviews all invoices and requests payment as appropriate. Independently negotiates with vendors regarding incorrect or questionable invoices. Reviews department expenditure and open encumbrance reports; deals with finance department regarding such matters when necessary.

14. Assists in preparation of legal department budget by independently contacting external sources to determine potential costs, compiling and projecting expected cost increases particularly with respect to office and library costs and other related duties as needed to complete the budget.

15. Acts as legal department administrator for computer system.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to use hands and fingers dexterously to operate office equipment, and to communicate orally; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Examination: Related skills tests as required.
Position Description: Legal Assistant - Collections

Service Type: Confidential - Range M/N

Definition: Under the general direction and supervision of the borough attorney or designee, the legal assistant - collections will prepare correspondence and legal documents as necessary in the course of department operations and functions as a paralegal in sales and other tax matters. The legal assistant - collections will be under the direct supervision of the assistant borough attorneys when preparing pleadings, documents or materials relating to matters being handled by them. In the event the other legal assistant is away from the office, the legal assistant - collections will perform his or her duties as necessary to ensure the smooth operation of the department.

Minimum Qualifications: High school diploma or GED; four years of Alaska legal secretarial experience, preferably in litigation, to include one year experience in collections work; type 50 wpm and must be familiar with word processing software. Paralegal experience, notary public, and proficiency with electronic spreadsheet program and ten key calculator preferred.

Essential Functions:

1. Works independently to manage the sales and personal property tax collection caseload and with minimum supervision using independent judgment, analyzes sales and personal property tax files and determines action required. Prepares necessary correspondence, pleadings and supporting documents to carry out that action, including writing demand letters, filing complaints, preparing discovery documents, drafting affidavits and other pleadings to secure judgments and payment agreements. Maintains court calendar and deadlines. Independently communicates and negotiates with debtors according to established protocol for resolution of case including explanation of collection procedures, ordinances and policies, and discussions regarding payment options. Coordinates legal actions with court personnel and process servers. Performs research to locate defendants and assets then prepares and files appropriate execution actions against judgment debtors. Prepares monthly status reports for distribution to the finance department and the mayor. Trains assistant attorneys as needed in tax collection procedures and performs legal research regarding historical code interpretations.

2. Receives all bankruptcy notices and case pleadings, and researches borough records to determine if bankruptcy debtor has any tax accounts. Accesses federal court electronic records to review all Alaska bankruptcy cases for borough interests and complies with mandatory electronic filing requirements. Establishes and maintains in-house individual case files and summaries. Drafts, prepares and files timely Proof of Claims with supporting documents when necessary, as determined in consultation with the assistant borough attorney and pleadings and correspondence as directed by the assistant borough attorney. Maintains court calendar and deadlines and sets up telephonic participation in court hearings when necessary. Using independent judgment and expertise in bankruptcy practice, brings issues to attention of bankruptcy attorney as discovered from pleadings and other sources of information. Creates and
3. maintains the permanent computer record of bankruptcy cases on computer system and provides finance department with quarterly status reports. Researches bankruptcy court records for case status for use in foreclosure proceedings and collection cases.

4. Coordinates with the assistant borough attorney and other departments the legal process of the annual real property and special assessment foreclosures, including drafting routine pleadings, affidavits, clerk's deeds and exhibit preparation, subject to attorney approval, and assisting with other pleadings. Monitors time deadlines for compliance with AS 29.45 and established borough workflow concerns. Independently reviews foreclosure files to verify that other departments as required by law have followed all pre-foreclosure steps.

5. Develops and uses working knowledge of court rules, forms and procedures; Kenai Peninsula Borough 5.18 (sales tax code), KPB 5.12 (real property tax code), Alaska Statute 29.45, basic bankruptcy court rules, forms and procedures, and legal opinions issued internally regarding tax law interpretations.

6. Develops and uses working knowledge of borough on-line computer systems for sales taxes, property taxes, judgment collections and records. Accesses other on-line computer research systems Internet to acquire up-to-date information on court records and to perform investigation on tax debtors and property.

7. Receives all land management and most other planning department matters, including permits, contracts, deeds, easements, etc. Reviews documents submitted for compliance with standard legal requirements and notifies attorney of all discrepancies found. Maintains status log of planning documents. Drafts and prepares certain pleadings and correspondence in Planning Department litigation, subject to attorney approval.

8. Receives and processes all hospital service area documents delivered to the legal department. Works with borough attorney or designee on all hospital service area matters in the legal department. This includes establishing and maintaining the filing system, drafting and preparing correspondence and other matters as directed by the attorney.

9. Receives and processes all school district matters sent to the legal department, including records requests, grievances, expulsion hearings, purchasing issues and other matters. Drafts form decisions for use by attorney in preparing final grievance and expulsion decisions after reviewing file to glean relevant background information. Drafts correspondence and other documents for school district matters under direction of attorney.

10. Receives and screens visitors and incoming telephone calls from litigants, attorneys, judges and others; directs each to appropriate department official.

11. Performs duties required for other caseload litigation or matters handled by borough attorneys, including KPBSD matters. This includes without limitation, independent research regarding legal and associated factual issues, drafting standard pleadings, preparing and filing all pleadings subject to attorney approval, and independently tracking the case calendar and status.
12. Performs typing tasks, including transcription and editing of non-routine legal memoranda, filing of general legal papers ensuring compliance with court rules and may supplement material to reference books and journals in the law library. Organizes portion of in-house library for categories primarily handled by legal assistant – collections.

13. Researches newspaper publications for information about debtors, including Notice to Creditors in estate probates and Notices of Default and Sale. When found, researches borough tax records for appropriate accounts and prepares and files timely claims against the estate if necessary.


15. Performs duties of other legal assistant when necessary.

16. Supervises temporary office assistants in absence of other legal assistant.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to use hands and fingers dexterously to operate office equipment, and to communicate orally; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Examination: Related skills tests as required.
Position Description: Maintenance Director

Service Type:  Administrative - Level 6

Definition:   Under the general direction and supervision of the borough mayor or his
designee, the director of maintenance is responsible for the supervision and coordination
of activities of workers engaged in keeping buildings and grounds in clean and orderly
condition and in maintaining and repairing utility systems and the physical structures of
the buildings.

Minimum Qualifications:   Bachelor's degree in a related field and at least ten years
of progressively responsible experience in the areas of administration, building trades
and maintenance or an equivalent combination of training and experience.  Must
possess an ability to supervise a crew of sixty or more workers; and to plan, budget and
regulate expenditures.  Must have a valid Alaska driver's license to perform all functions.

Essential Functions:

1. Responsible for all building maintenance and repair of borough buildings
   including schools, shops, etc.

2. Responsible for expedient repairs on school complexes, insuring emergency
   situations are corrected in the shortest period of time possible.

3. Works closely with local, state and federal agencies to ensure all regulations are
   met and strictly enforced.

4. Prepares budgets and regulates expenditures and purchase orders for the
   department.

5. Prepares and accepts bids of maintenance, equipment and supplies as required.

6. Interviews, hires and terminates employees in the maintenance department.

7. Monitors schedule of inspection and repair on all borough facilities.

8. Responsible for minor/major school related capital projects.

Other Functions:

1. Other related duties as assigned.

Physical Demands:   While performing the duties of this job, the employee is frequently
required to communicate orally; regularly required to sit; and occasionally required to
use hands and fingers dexterously to operate office equipment, to stand, walk, and
reach with hands and arms. Specific vision abilities required include close vision and the
ability to adjust focus. Reasonable accommodations may be made to enable individuals
with disabilities to perform the essential functions.
Position Description: Maintenance Foreman/Projects Manager

Service Type: Administrative – Level 3

Definition: Under the general direction and supervision of the director of maintenance, the foreman/projects manager performs management and administration functions for capital and maintenance projects involving selecting and applying accepted and standard architectural and engineering practices associated with the location, planning, design, materials, and construction of buildings, site improvements, utilities or other capital projects. The foreman/projects manager is responsible for supervising and coordinating assigned employees engaged in building and grounds maintenance.

Minimum Qualifications: A bachelor’s degree in construction management, architecture, civil engineering or related field and five years experience in architecture, engineering or in one or more of the building trades; or education and training in architecture or engineering substantially equivalent to the above with a thorough understanding of construction terms and concepts. Experience with ACAD software is highly desirable. Must have a valid Alaska driver's license to perform all functions.

Essential Functions:

1. Applies contract management, architectural and engineering principles and practices to any or all phases of the location, design and construction of a wide variety of types of maintenance projects and capital improvement projects.

2. Serves as contract administrator and/or construction coordinator on projects.

3. Prepares reports, plans, specifications, and cost estimates for various types of design and construction projects.


5. Coordinates work with building administrators.

6. Negotiates contracts for professional and construction services; purchases and expedites materials and equipment.

7. Supervises assigned support staff, if any.

Other Functions:

1. Supervises employees engaged in maintaining and repairing buildings, systems, grounds and vehicle maintenance. Uses independent judgment to schedule, direct, assign, select, evaluate and discipline personnel.

2. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; and regularly required to sit, stand, walk and reach with hands and arms. The employee must occasionally transport up to 50 pounds. Specific vision
abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description:  Maintenance Foreman

Service Type:  Administrative-Level 3

Definition:  Under the general direction and supervision of the director of maintenance, the maintenance foreman is responsible for supervising and coordinating assigned employees engaged in keeping buildings and grounds in peak, orderly condition and in maintaining and repairing physical structures of buildings; analyzing projects for costs and savings; and assisting in contract administration.

Minimum Qualifications:  High school diploma or GED; eight years of progressively responsible experience in construction/maintenance, at least four of which were in an administrative and supervisory capacity. Alaska Asbestos Abatement Certification may be required. Must have a valid Alaska driver's license to perform all functions.

Essential Functions:

1. Supervises employees engaged in maintaining and repairing buildings, systems, grounds, and vehicle maintenance. Uses independent judgment to schedule, direct, assign, select, evaluate, discipline and commend personnel.

2. Responsible for safety programs, asbestos compliance, and fire reports. Conducts safety and fire inspections.

3. Coordinates work with Building Administration.

4. Monitors the preventive maintenance program for assigned areas.

5. Screens work orders.

6. Monitors operating and project costs/savings. Assists in budget preparations.

7. Requisitions tools, equipment and supplies.

8. Estimates cost of work orders and special projects.

9. May serve as contract administrator and/or construction coordinator on minor/major capital projects.


11. May oversee asbestos abatement program.

Other Functions:

1. Other related duties as assigned

Physical Demands:  While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Reviewed 06/09 bjm
Position Description: Chief of Staff

Service Type: Administrative-Level 7

Definition: As the principal aide to the Mayor, the Chief of Staff handles a wide range of matters of importance on behalf of the Mayor, and oversees operations of the Office of the Mayor, to include supervision of staff and management of the budget. Provides coordination and oversight in the development of policies and procedures for borough administration. Serves as a primary liaison with borough constituencies. Serves as the borough's administrative officer.

Minimum Qualifications: Six years of experience in a private or public supervisory function, including oil and gas industry. Should have considerable knowledge of the economic, demographic, and social composition of the Kenai Peninsula Borough and experience in issues affecting the Borough and surrounding region. Must have strong written and verbal communications skills. Must be able to travel and possess a valid Alaska driver's license to perform all job functions.

Essential Functions:

1. Serves as principal aide to the Mayor: supports the Mayor in dealing with legislative, administrative, and public affairs issues: directly handles matters of importance on behalf of the Mayor.

2. Coordinates and integrates the activities of department heads in the development and implementation of policies and procedures.

3. Serves as Mayor's primary liaison with borough management, staff, governance groups, and the community at large.

4. Provides policy analysis and strategic consultation to the Mayor and management on major issues affecting the borough.

5. Advises the Mayor on the best ways to position the borough with business leadership and elected officials on issues that have an impact on the borough.

6. Interacts with industry, government, and community officials and stakeholders in the representation and development of strategic program initiatives.

7. Prepares and/or contributes to the preparation of reports, briefings, presentations, and responses on borough issues.

8. Oversees all facets of the daily operations of Road Service, Maintenance, Solid Waste, and Capital Projects.

9. Coordinates special projects on behalf of the Mayor.
10. Develops, cultivates and maintains strategic alliances within the public and private sectors.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally, and use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Special vision abilities required include close vision and the ability to adjust focus. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Special Assistant to the Mayor

**Service Type:** Level 7

**Definition:** As a principal aide to the Mayor, the Special Assistant oversees a variety of administrative and legislative functions, including the operating budget of the Office of the Mayor. Serves as a borough administrative officer, performing public relations and acts as a primary liaison with borough constituencies. Provides coordination and oversight in the development of borough administrative policies and procedures, and development of policy positions regarding local, resource development, state and federal issues, implements and advocates those positions that are approved by the Mayor and Assembly. Acts as public information officer during emergencies and disasters and supervises operations of borough service area boards. Manages special projects as assigned and supervises the administrative assistant of the Office of the Mayor.

**Minimum Qualifications:** Associate Degree or Technical Certificate in administration with at least five years of experience in business administration, five of which must be governmental. Must have a demonstrated background in and knowledge of private, governmental or legislative entities and their functions. Should have considerable knowledge of the economic, demographic, and social composition of the Kenai Peninsula Borough and experience in issues affecting the Borough and surrounding region. Strong written and verbal communications skills including proficiency in computers and Microsoft Office Suite programs are required. Must be able to travel and possess a valid Alaska driver's license to perform all job functions.

**Essential Functions:**

1. Performs work requiring advanced knowledge in the legislative process, policy development, and public affairs issues.

2. Meets with public and private individuals and groups to promote resource development issues within the Kenai Peninsula Borough

3. Coordinates and advises the Mayor on the borough's public relations efforts by providing information to the general public and media on borough programs, goals, accomplishments, and points of view.

4. Develops, cultivates and maintains strategic alliances within the public and private sectors.

5. Maintains consistent contact with state and federal legislators concerning borough priorities/issues and provide information to the delegations to enhance the borough’s request.

6. Performs studies, compiles statistics, and produces reports on a variety of subjects as assigned.

7. Oversees the daily operations of the Office of the Mayor, ensuring compliance with local, state and Federal law, policies, regulations and operating agreements.

8. Assists in the development of the Mayor’s budget.
9. Acts as Mayor’s liaison to Service Areas within the borough.

10. Maintains appropriate administrative & research records and documents, and keeps the mayor and assembly informed as to the status and progress of key projects, policies, legislation, initiatives and work plans.

11. Coordinates special projects on behalf of the Mayor.

Other Functions:

Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Administrative Assistant

Service Type: Confidential - Range M

Definition: Under the general direction and supervision of the mayor and/or his designee, the secretary acts as a personal assistant to the mayor and immediate staff. The secretary is responsible for calling specific items of interest to the mayor's or staff's attention based on her/his knowledge of the executives' policies, priorities and specific interests. This requires constant awareness, inquiry and review, since the secretary directly influences agency efficiency and carries a heavy consequence of error.

Minimum Qualifications: High school diploma or GED; three years secretarial experience; type 50 wpm; legible handwriting; notary and bondable; familiarity with computer terminals and the ability to function with a high degree of independence. Speedwriting or shorthand preferred. Must be able to interact effectively with the public.

Essential Functions:

1. Processes incoming mail, including sorting, dating, reading and routing.
2. Transcribes material from notes or tapes.
3. Composes and types correspondence, proclamations, etc.
4. Answer telephone and greet visitors, ascertains nature of business and disseminates information and/or directs caller or visitor to proper official.
5. Receives and responds to public requests for information and/or routes requests to appropriate city, borough, state, or federal agency.
6. Schedules appointments for mayor and staff; commits mayor's or staff's attendance at meetings as required.
7. Maintains filing system and resource library for Mayor's office. Maintains and updates books and supplements.
8. Arranges travel schedule and reservations.
9. Serves as liaison between the mayor and borough employees, other governmental agencies, and the public, relaying information, answering inquiries, etc.
10. Transcribes and types resolutions, ordinances and other information for assembly packets. Prepares public service announcements for broadcast during assembly meetings.
11. Performs clerical duties, including operation and maintenance of copying equipment and fax machine.
12. Orders miscellaneous publications, office supplies, equipment, etc. and processes purchase orders and department bills for payment.

13. Performs as a member of the Incident Management Team in time of an emergency/disaster.


Other Duties:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally, and use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Examination: Related skills tests as required.
Position Description: Purchasing and Contracting Officer

Service Type: Administrative – Level 6

Definition: Under the general direction and supervision of the finance director, or designee, the purchasing and materials manager is responsible for coordination and management of the borough-wide purchasing program, including the maintenance department's materials management operation. Functions as the borough purchasing officer upon designation. Supervises assigned employees.

Minimum Qualifications: A bachelor's degree in business administration or related field. Minimum of five years progressively responsible purchasing and warehousing experience with a government agency or large business of which three years were at a supervisory or managerial level. Must have knowledge and experience with computerized procurement and perpetual inventory systems, including the design and interpretation of management reports; knowledge and experience with the use of contemporary procurement/delivery/warehousing methods as used by government and large business organizations; and demonstrated ability to communicate effectively and work cooperatively with others in the redesign of business processes. Must have a valid Alaska Driver's License to perform all job functions. In addition, experience in the procurement and warehousing of goods and services for a facility/equipment maintenance organization and C.P.M. designation desirable.

Responsibilities:

1. Coordinates implementation of borough purchasing policies as related to department personnel who are delegated a role in the borough purchasing process.

2. Reviews and approves competitive procurement documents prior to advertisement or distribution.

3. Works with borough personnel involved in the purchasing process to review, improve and develop borough purchasing policies and procedures.

4. Plans and presents purchasing related training for borough personnel involved in the purchasing process. Responsible for ensuring that borough personnel are aware of and trained in borough purchasing policies and procedures.

5. Interprets established borough policy as applied to the purchasing function.

6. Reviews and researches trends in public sector purchasing. Recommends changes in the borough code or purchasing manual as appropriate. Coordinates the implementation of changes in borough purchasing policy.

7. Coordinates the sale of surplus materials and equipment, including obsolete stock.
8. Implements and monitors borough policy and procedures for all procurement and materials management activities. Ensures compliance with procurement directives and implements sound materials management concepts. Ensures that the procurement process supports the operational functions of the departments.

9. Supervises the preparation of formal bids, quotations and purchase orders necessary for the procurement of goods and services, the maintenance of a database of vendors and standard bid specifications, and consolidation of purchases to obtain maximum economic benefits. Implements procurement methods resulting in the enhancement of the competitive procurement process.

10. Ensures that personnel are trained in the procedures and methods used to procure goods and services.

11. Selects and implements a computerized perpetual inventory system appropriate for the size and complexity of warehoused materials inventories.

12. Oversees assigned staff in the receipt, storage and distribution of supplies and equipment.

13. Directs assigned staff in the processing of all related documents.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to stand; walk; use hands and fingers dexterously to operate office equipment, tools or controls; reach with hands and arms; climb, balance, stoop, kneel, crouch, or crawl; and communicate orally. Sitting is required. The employee must occasionally transport up to 100 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.
Position Description: Community and Fiscal Projects Manager

Service Type: Administrative – Level 3

Definition: Under the general direction and supervision of the mayor or designee, the Community and Fiscal Projects Manager is responsible for a wide variety of projects for the borough and its communities. Researches and writes grants and other funding proposals. Administers all assigned grants and ensures compliance with funding requirements.

Minimum Qualifications: Bachelor's degree in a business or a related field, and four years of related experience or an equivalent combination of training and experience. Must be familiar with computerized data management and manipulation systems and have a good working knowledge of state and federal funding opportunities and sources. Must have a valid Alaska driver’s license to perform all job functions.

Essential Functions:

1. Functions as the primary administrator for the borough’s, communities’, and other organizations’ grants. Acts as a grants consultant for cities on a fee basis. Identifies available funding sources and assists in the application process.

2. Researches and identifies funding opportunities by monitoring the Federal Register, state and federal publications, funding periodicals and other resources. Assesses likelihood of funding, potential benefits and restrictions.

3. Writes proposals and applications for funding and monitors their status.

4. Monitors compliance with funding requirements.

5. Acts as the main liaison between the administration, community, and other groups in assessing needs, identifying revenue sources and making grant applications.

6. Evaluates economic impact of activity by other organizations; analyzes tax structures, lending rates, unemployment rates, resource marketability, sales data and other socioeconomic factors to determine trends.

7. Performs other projects as assigned.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; regularly required to sit; and occasionally required to stand, walk, and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Fire Chief - NFSA

Service Type: Administrative - Level 6

Definition: Under the general direction and supervision of the Borough Mayor or his designee with advice and recommendations from the Nikiski Fire Service Area Board, the NFSA Fire Chief is responsible for the supervision and direction of total fire department activities including fire, medical, rescue, and hazardous material; budget development, grants development and implementation; personnel evaluations; fire and injury prevention activities; fire investigation; enforcement of Alaska State Fire Code (13 AAC 50.025); coordination of fire department functions with other governmental agencies and public relations. The Fire Chief will reside within a 20 minute response time of a department station.

Minimum Qualifications: A Bachelor's Degree in Fire Science, Para-Medicine or equivalent experience; ten years of increasingly responsible professional firefighting experience, seven years of which must have been as an officer substantially equivalent to the description of Alaska Fire Officer I. The candidate must document administrative experience supervising personnel, budgets, and equipment; and have a valid Alaska driver's license to perform all job functions. Completion of the four year National Fire Academy Executive Fire Office Program is highly desired.

Essential Functions:

1. The Fire Chief assumes management responsibility for all Department services and activities, to include training, injury prevention, emergency medical services, and fire protection.

2. Directs personnel, oversees, and participates in the development of the department’s goals, objectives, work plan and budget.

3. Plans and coordinates Department programs, services, and administrative matters with the Borough Mayor, including attending meetings with administrative staff and keeping the Borough Mayor informed of key needs, issues, and support requirements.

4. Helps develop and coordinate the NFSA Board agenda and work session items, including the review of agenda material, attend public hearings, and related proceedings to represent the Department.

5. Delegates work assignments, projects, and programs; monitors work flow; and reviews and evaluates work products, methods, and procedures.

6. Through subordinate officers, directs the department's public relations efforts including campaigns to present the need for changes in laws and policies and to encourage fire prevention.

7. Assures that policies are developed to implement enforcement of the International Fire Code through the Alaska State Fire Marshal’s Office.
8. Initiates internal investigations when appropriate and directs corrective action as needed.

9. Responsible for the review of all department personnel performance evaluations.

10. Attends civic, professional, and community group meetings to explain the activities and functions of the Department and to promote favorable public opinions and working relations.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus.

Examination: A physical examination and random drug and alcohol testing is required.
Position Description: Assistant Chief of Operations - NFSA

Service Type: Administrative - Level 4

Definition: Under the general direction and supervision of the NFSA Fire Chief, the Assistant Chief is responsible for the development and implementation of standard operating procedures for emergency operations, for the day-to-day procedures for fire department operations and for organizing and implementing appropriate training for departmental personnel and evaluating subordinates. The Assistant Chief will reside within a 20 minute response of a department station.

Minimum Qualifications: An Associates Degree in Fire Science or Para-Medicine or equivalent experience; EMT III with ACLS Certificate from the State of Alaska Emergency Medical Services Division; seven years of increasingly responsible professional firefighting experience, two of which must have been at the level of a multi-company commander or above; extensive knowledge of technical firefighting principles and practices; knowledge of the chemistry and physics of fire and the common causes and ignition sources of fires; knowledge of fire command principles and practices; knowledge of management and administration principles including long-range planning for funding, equipment and personnel; the ability to write comprehensive reports and to communicate effectively with subordinates, superiors and the community in general; and a valid Alaska driver's license to perform all job functions. Alaska Fire Officer I Certification required within 24 months of appointment.

Essential Functions:

1. The Assistant Chief commands and directs all fire suppression and emergency medical services personnel as needed.

2. Through subordinate officers, directs the assignment, staffing and response condition of all firefighting and rescue activities.

3. Develops and implements standard operations policies for the day-to-day operation of the department, including maintaining continuity of operations among three paid full time shifts, paid on-call members and volunteers.

4. Represents the department, at functions pertaining to fire suppression, prevention, training and operations at all levels of government.

5. Directs and reviews the performance of subordinate officers, and oversees the day-to-day operations of the department.

6. Oversees fire department operations relating to emergency services delivery, training of personnel, and maintenance of apparatus and facilities.

7. Meets with other officers to develop goals, objectives, and plans to meet the mission of the department.

8. Reviews Fire and EMS reports submitted by members for completeness and accuracy.
9. Reviews and helps prepare the annual budget.

10. Assumes the duties of the Fire Chief when designated.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel or handle objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear; and smell. The employee is occasionally required to sit. The employee must frequently transport up to 100 pounds, and occasionally transport over 200 pounds.

Examination: A bi-annual physical and random drug and alcohol testing is required.
Position Description: Battalion Chief for Training and Safety - NFSA

Service Type: Administrative - Level 3

Definition: Under the general direction and supervision of the NFSA Fire Chief or his designee, the Battalion Chief is responsible for the implementation of all the training and safety programs for the department. The Battalion Chief can assume the officer in charge of the stations' activities and all emergencies for a 24-hour shift. The Battalion Chief will reside within a 20 minute response of a department station.

Minimum Qualifications: An Associates Degree in Fire Science, Para-Medicine or equivalent experience; EMT III with ACLS Certificate from the State of Alaska Emergency Medical Services Division; seven years of increasingly responsible professional firefighting experience, two of which must have been at the level of a multi-company commander or above; extensive knowledge of technical firefighting principles and practices; knowledge of the chemistry and physics of fire and the common causes and ignition sources of fires; knowledge of fire command principles and practices; knowledge of management and administration principles including long-range planning for funding, equipment and personnel; the ability to write comprehensive reports and to communicate effectively with subordinates, superiors and the community in general; and a valid Alaska driver's license to perform all job functions. Alaska Fire Officer I and Fire Instructor I Certification required within 24 months of appointment. The Battalion Chief will act in the capacity as the department’s safety officer.

Essential Functions:

1. The Battalion Chief is responsible for administrative work in planning, organizing, coordinating, and directing the training and safety activities of the Department.

2. Uses excellent customer service skills to establish and maintain effective working relationships with other employees, officials, and members of the general public.

3. Develops, delivers and evaluates training and safety courses for members of the department.

4. Participates in emergency functions up to or including commanding an emergency incident, and other emergency duties as needed.

5. Plans, directs, and coordinates training, projects, certification processes and programs.

6. Conducts studies to determine new or revised training.

7. Establishes and maintains timetables, including look-ahead scheduling of training programs.

8. May deliver lectures and classroom training, both basic and advanced.

9. Coordinates and tracks certification and/or re-certifications of staff required by State and Federal statues.
10. Maintains records for training and safety, including lesson plan creation.

11. Assists in establishing, monitoring, and reviewing the budget.

12. Represents the Department at meetings, both internal and external, and updates department personnel on training and safety related matters.

13. May assume duties of NFSA Fire Chief when designated.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel or handle objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear; and smell. The employee is occasionally required to sit. The employee must frequently transport up to 100 pounds, and occasionally transport over 200 pounds.

Examination: A bi-annual physical and subject to drug and alcohol testing.
Position Description: Recreation Director – North Peninsula Recreation Service Area

Service Type: Administrative – Level 5

Definition: Under the general direction and supervision of the borough mayor, the recreation director is responsible for the entire operation of the recreation service area and all related activities.

Minimum Qualifications: Bachelors degree in a related field and two years managerial experience in recreation, or four years of managerial experience in the recreation field; certified pool/spa operator, CPR, and First Aid certificates; and a valid Alaska driver's license to perform all job functions.

Essential Functions:

1. Plans, promotes, organizes and administers recreational services for the community under the policies established.

2. Prepares budget and directs expenditures of department funds and keeping of department records.

3. Serves as technical advisor to managing authority and serves as a recreation consultant to the community.

4. Implements and evaluates risk management programs.

5. Meets regularly with service area board.

6. Prepares materials and information for regular meetings with service area boards.

7. Develops plans, policies for service area board approval.

8. Selects, develops and supervises staff and on-calls.

9. Plans employee training and development programs for job related skills.

10. Interprets recreation program to public and maintains cooperative planning and working relationships with public and volunteer agencies.

11. Evaluates effectiveness in recreation areas, facilities and services.

12. Develops short and long range plans to meet recreational needs for all age groups.

13. Develops procedures to carry out plans and policies for facilities, staff and administration.

14. Prepares grant proposals for formal application for funding.
15. Prepares written, formal proposals for technical assistance on projects.

16. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is regularly required to see, talk and hear; to use hands and fingers dexterously to operate equipment and machines; swim; stand; walk; sit; reach with hands and arms; climb or balance; and stoop, kneel or crouch. The employee must occasionally transport up to 50 pounds and very occasionally more than 100 pounds. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rv12/05
Position Description: Emergency Management Coordinator

Service Type: Administrative-Level 5

Definition: Under the general direction and supervision of the borough mayor or his designee, the emergency management coordinator has the primary day-to-day responsibility for disaster management programs and activities as they relate to the mitigation, preparedness, response and recovery to natural and man-made disasters; provides a direct liaison between the mayor's office, emergency service area boards, the Kenai Peninsula Borough Emergency Planning Committee and the Kenai Peninsula Borough 911 Advisory Board; and ensures and directs an open line of communication to the Kenai Peninsula Borough Assembly and administration.

Minimum Qualifications: Bachelor's degree in related field or Certified Emergency Manager (CEM) designation and five years emergency management or related experience including two years supervisory experience. Additional years of emergency management experience may substitute for the degree requirement on a year-to-year basis. Must have knowledge of the geography and population pattern of the Kenai Peninsula Borough and have a valid Alaska driver's license to perform all job functions.

Essential Functions:

1. Performs as the coordinating agent for all activities that are relative to natural or man-made emergencies/disasters, including coordination between KPB, City and Service Area response, mitigation and emergency communication plans.

2. Coordinates activities including training of workers engaged in preparing for disaster situations and coordinates with civic and professional leaders to develop and implement emergency management plans in accord with state and borough needs.

3. Identifies shelters to meet local needs, and federal and state standards.

4. Obtains cooperation of property owners, civic leaders and professional groups in providing facilities and services for emergency preparedness.

5. Confers with business and governmental representatives to assist in local borough emergency planning and development of Continuity of Operations plans.

6. Exercises the authority and discharges the duties outlined in Chapter 20 (Homeland Security and Civil Defense) and Chapter 23 (Alaska Disaster Act) or Title 26 of the Alaska Statutes, as amended.

7. Reviews emergency plans to coordinate with changes in state or federal policies and new technology.

8. Administers borough's participation in search and rescue operations.

9. Assists in providing warnings and survival information to the borough before, during and after emergency situations.
10. Provides for the complete and efficient utilization of the borough personnel, facilities and equipment in event of an emergency/disaster, including implementation of incident management teams and use of the emergency operations center for emergency operations or use as an area-wide coordination center.

11. Directs inspection and inventory of emergency supplies and equipment.

12. Directs activities of emergency operations center at the borough level in the time of emergency/disaster.

13. Provides direct liaison between the borough government and emergency service area boards related to emergency response, mitigation and emergency communication planning.

14. Coordinates and assists in the management of approved policies of the respective fire and emergency service area boards in the event of a declared emergency/disaster.

15. Coordinates alternative emergency communication plans with amateur radio licensees throughout the borough.

16. Provides direct liaison between the borough government and the 911 board of directors.

17. Provides direct liaison between the borough government and the local emergency planning committee.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: 911 Operations Manager

Service Type: Administrative Level 4

Definition: Under minimal supervision, the 911 Operations Manager manages a multi-disciplined communications center, Soldotna Public Safety Communications Center (SPSCC), which receives and processes police, fire and EMS services calls for multiple jurisdictions. This position is responsible for the overall supervision of the communications center and its 18-plus personnel to oversee, evaluate, provide training, plan work assignments, and assign duties and special tasks. They must ensure compliance with personnel rules, labor contracts, the Standard Operating Procedures Manual and the State Operational Procedural Manual. Prepares employee performance evaluations; oversees the Quality Assurance Program to include serving on three associated committees and regular communications with the sponsoring physician. The CCM must remain current in all materials and information contained within numerous manuals applicable to Dispatch and Operations sections of AST and DPS and SOPs of all KPB Emergency Service Areas. The CCM must constantly update personal skill and knowledge of systems, functions and equipment within the Communications Center.

Minimum Qualifications: High school diploma or GED; ability to type 45 wpm and five years of experience in public safety communications, including three years as an emergency services dispatcher. Three years of supervisory experience is also required; proficient in all phases of work completed in the communications center. The 911 Operations Manager must be available on a 24-hour basis with regard to extreme emergencies, disasters or major incidents that may have an effect on employees or the operation of the Communications Center. A NENA ENP or APCO RPL certification is desirable.

Essential Functions:

1. Supervises all aspects of administration, management and budget for the E911 Center.

2. Manages shift schedules for two separate groups of employees while complying with diverse employment agreements and contract related work conditions.

3. Administers the Quality Assurance program for medical calls.

4. Ensures communications center employees are performing to acceptable levels and meeting their responsibilities to the public, co-workers, emergency service providers and other agencies.

5. Acts as liaison with communications division personnel, MIS/IT tech or contractors to ensure maintenance and/or repairs of radio and recording equipment are accomplished in a timely manner.

6. Prepares recordings of radio and 911 call conversations as requested by peace officer, courts, attorneys and other agencies serviced by the communications center.
7. Manages database issues and deals directly with the Addressing Officer, telecom providers and other public and private systems provider, and contract development for services and systems.

8. Serves as the terminal officer for the APSIN/NCIC/NLETS coordinating program modifications and security violations for 76 civilian and commissioned employees. Ensures all APSIN users are trained and regularly tested in compliance with APSIN rules and regulations.

9. Prepares the monthly APSIN/NCIC Nationwide and Statewide audits.

10. Oversees the initial and ongoing training for all new employees. Reviews Daily Observation Reports and provides Weekly Supervisor Reports to trainees.

11. Maintains records for all wrecker agencies used by police agencies ensuring insurance binders are current and on file.

12. Serves as member of the Kenai Peninsula Borough 911 Committee.

13. Designs, reviews and delivers Public Safety Announcements and public education on the correct use of 911.

14. Analyzes future SPSCC equipment needs and plans life-cycle replacements and/or upgrades:
   - CAD life cycle replacement/upgrades
   - Telephone systems
   - 911 call taking, mapping and addressing database systems
   - Digital audio recording equipment
   - Workstations and office furniture

15. Liaison to AST and numerous State and Federal agencies on behalf of the Borough, including DHS & EM and ALMR for Tactical Interoperable Communication Plans (TICP), and gateway management to coordinate use of disparate radio systems area-wide.

16. Grant and program development for equipment and program implementation, replacement and upgrades.

17. Manages general IT issues vital to emergency communications; works closely with MIS/IT tech, State ETS techs and others for system service, repair, improvements and troubleshooting; as systems administrator, remains responsible for delegating and authorizing access to the systems; call taking and E911 system in general, and provides a direct link to agencies responsible for repair and maintenance under warranty or emergency conditions.

18. Performs as Communications Liaison as part of the area-wide incident Command staff; assists with TICP revisions and makes recommendations on same to local, state and federal agencies.
19. Manages and addresses personnel issues under two different employment agreements and works directly with AST Administration to address State-related personnel issues, and with Borough HR in addressing Borough-related issues.

20. Coordinates the function of Borough-City emergency communications agreements and resolution of general QA issues, database (addressing) issues and policy changes with City PSAPs, OEM, Borough Legal Department, Service Areas, Alaska Department of Public Safety and the 911 Board.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to use hands and fingers dexterously to operate office equipment; to communicate orally and in writing; required to sit and occasionally stand, walk and reach with hands and arms. The employee must occasionally transport up to 30 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Planning Director

Service Type: Administrative- Level 6

Definition: Under the general direction and supervision of the borough mayor and/or his designee, the planning director is responsible for organizing and directing the activities of the planning department to establish an orderly pattern of resource management consistent with the public interest, in cooperation with the planning commission.

Minimum Qualifications: A bachelor's degree in urban, regional, or community planning or a related field. Must have ten years of experience in the planning field, five of which involved land management, surveying, and/or economic and resource development work at the supervisory level. Related postgraduate education may be substituted for the experience requirement on a year-for-year basis. Knowledge of relevant state and federal laws, data processing, geographic information systems, and the borough's economic/geographic/demographic/social composition and energy issues highly desirable. Must have excellent verbal and written communications skills, strong leadership abilities, and interpersonal skills. Must have a valid Alaska driver's license to perform all job functions.

Essential Functions:

1. Responsible for organizing and supervising the duties of the planning department in accordance with the provisions of Chapter 2.36 of the borough code of ordinances.

2. Establishes departmental policies, procedures, goals, schedules, and budgets.

3. Provides administrative, investigative, research, and other executive services to the planning commission.

4. Provides recommendations to the planning commission on land uses issues, appeals and exceptions, plats, replats, vacation of public rights-of-way, and all other matters requiring planning commission action.

5. Administers and enforces the regulatory ordinances assigned to the department by the assembly and the regulations and orders of the planning commission.

6. Provides administrative and support services for the acquisition, management, and disposal of borough lands.

7. Provides information regarding resources, regulations, procedures and opportunities for development to the general public and other agencies.

8. Maintains coordination activities with federal, state, and local government agencies and utility firms.

Other Functions:

1. Other related duties as assigned.
Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Revised 12/05
Position Description: Land Management Officer

Service Type: Middle Management – Level 4

Definition: Under the general direction and supervision of the borough-planning director, the land management officer is responsible for the borough’s land inventory and classification program, land disposal program through sale, lease or exchange, and land acquisitions. Additional responsibilities involve coordination with federal, state and local governments on land management issues.

Minimum Qualifications: A bachelor’s degree in resource management, planning or related field and four years experience in land management. An additional four years of professional experience in land management may be substituted for the formal education requirement. A demonstrated ability to read maps as well as knowledge of legal property descriptions, and a valid Alaska driver’s license to perform all job functions and use of personal vehicle are also required.

Essential Functions:

1. Develops ordinances and resolutions for disposal of lands through sale, trade, or lease; for classification of lands; and for management of natural resources.

2. Administers the land disposal programs from the development of the disposal ordinance through and including the brochure, advertising, sale documents, closings and final re-conveyance documents.

3. Identifies and selects lands from the state to fulfill the borough’s municipal land entitlement and acquires other lands through purchase or trade with private individuals or other federal, state or municipal agencies.

4. Provides internal project management for the subdivision design and development process.

5. Works in conjunction with all other members of the planning department to advise the Planning Commission. Provides recommendations and reports on land matters to the planning commission, assembly and committees.

6. Administers borough leases, land use permits, and various contracts.

7. Maintains current inventory and status of all borough owned and selected land including natural resources.

8. Maintains an active and amicable working relationship with federal, state and municipal agencies, borough departments and the public.

9. Plans, controls, directs and organizes work of subordinates and is responsible for performance of lower level personnel.

10. Provides information and assistance regarding land matters to the general public.
11. Drafts and administers easements.
12. Represents the borough at workshops, forums and meetings.

13. Responsible for budget preparation and administration of the Land Management Division.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit, and to use hands and fingers dexterously to operate office equipment and small tools; and occasionally required to transport up to 50 pounds, reach with hands and arms, and stand and walk (at times on uneven ground). This position requires the ability to access non-road accessible Kenai Peninsula Borough land during all times of the year using four-wheeler, ATV, snow machine, snowshoes, etc. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Roads Director

Service Type: Administrative – Level 5

Definition: Under the general direction and supervision of the borough mayor with advice and recommendations from the KPB Road Service Area Board, the roads director coordinates and supervises borough road maintenance and improvement activities of the roads department.

Minimum Qualifications: Bachelor's degree in a related field and a minimum of two years experience in road maintenance and construction or an equivalent combination of training and experience. Knowledge of the geography of the Kenai Peninsula Borough, road construction and maintenance equipment required. Must possess two years experience in supervision and have familiarity with computer terminals. Must have a valid Alaska driver's license to perform all functions.

Essential Functions:

1. Directs and monitors work of road contractors.
2. Coordinates the RFP and contracting process for roads.
3. Supervises activities and personnel of the roads department.
4. Prepares annual budget for the road service area, including participating in workshops and public hearings.
5. Makes field inspections, gathers data, and prepares reports to support road maintenance and improvement plans.
6. Prepares road report for annual submission to the State of Alaska.
7. Coordinates requests of operational unit supervisors.
8. Attends road board meetings as necessary.
9. Performs road inspections and monitors road conditions.
10. Operates and maintains vehicle including minor maintenance and repair.

Other Functions:

1. Performs other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

rv :12/05
Position Description: Road Engineer/Project Administrator

Service Type: Administrative- Level 3

Definition: Under the direction and supervision of the Road Director, the Engineer/Administrator will manage the RSAs borough-wide road construction program. These projects include capital improvements (CIP’s), construction projects authorized by RSA permits, minor road repairs, Road Improvement Assessment Districts (RIADs) and assisting the department in managing other RSA projects.

Minimum Qualifications: Civil Engineering Degree and 4 years road construction management experience. Additional experience may substitute for the educational requirement on a year for year basis. Must be familiar with governmental contracting processes and administration and familiar with Microsoft Office software. Requires a valid Alaska driver’s license which allows the performance of all job functions.

Essential Functions:

1. Work with RSA staff to establish road capital improvement priorities.

2. Coordinate and assist consulting engineers in cost estimates, design, contracting and inspection of capital road improvement projects.

3. Assist staff in right-of-way issues relating to easements and utility conflicts.

4. Compile contract documents and maintain files.


6. Review all RSA permit applications and assist with road maintenance applications.

7. Review and comment on preliminary plats submitted to the Planning Commission.

8. Assist RSA staff in determining appropriate road repair methods.

9. Attend road service area board meetings.

10. May act as Roads Director during periods of the director’s absence.

11. Performs road inspector duties as needed.

Other Functions:

1. Provide assistance in training inspectors in technical road construction and maintenance issues.

2. Assist Major Projects Department when appropriate.
Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally and to use hands and fingers dexterously to operate office equipment; and regularly required to sit, stand, walk and reach with hands and arms. The employee must occasionally transport up to 50 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Program Manager – SBB Program

Service Type: Administrative Level - 3

Definition: Under the general direction of the borough planning director or designee, the program manager is responsible for administering the Spruce Bark Beetle program. Administers multiple contracts, follows administrative procedures and ensures compliance with environmental standards. Budgets, manages, and administers a multi-million dollar effort. Makes presentations to community groups and elected officials on the program.

Minimum Qualifications: A bachelor’s degree in a related field or eight years of progressively responsible management experience; familiarity with compliance issues pertaining to federal/state funding and regulations and three years of experience in administering contracts. Availability of personal vehicle and a valid Alaska driver’s license are required.

Essential Function:

1. Supervises activities of SBB program personnel.
2. Develops and implements work plans for: timber harvests of borough lands; right of way hazardous tree removal; defensible space; Spruce bark beetle mapping; reforestation and all other programs efforts.
3. Coordinates with service areas and other agencies and organizations.
4. Develops and monitors contracts for/with: utility hazardous tree removal; right of way hazardous tree removal; timber harvests and reforestation.
5. Monitors work progress to ensure compliance with pre-established targets and schedules.
6. Ensures compliance with borough code for all work.
7. Ensures compliance with all permitting requirements associated with program effort.
8. Monitors program funds and expenditures.
9. Provides regular work progress and financial reports.
10. Ensures record keeping and documentation guidelines are established and followed.

Other Functions:
Other related duties as assigned.

Physical Demand: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit and to use hands and fingers
dexterously to operate office equipment and small tools; occasionally transport up to 50 pounds; reach with hands and arms, and stand and walk (at times on uneven ground). This position requires the ability to access non-road accessible land within the Kenai Peninsula Borough during all times of the year using four-wheeler, ATV, snow machine, snowshoes, etc. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Position Description: Solid Waste Director

Service Type: Administrative – Level 6

Definition: Under the general direction and supervision of the mayor, the solid waste director is responsible for activities of the solid waste department. The director is responsible for budgeting, planning, development/construction, and operations of borough solid waste programs to ensure that waste is managed in an efficient, effective and environmentally sound manner.

Minimum Qualifications: Bachelor's degree in civil engineering or environmental field and four years of solid waste related experience, or graduation from an accredited engineering technician or environmental technician school and five years of solid waste/civil engineering related experience (experience may be substituted for the education requirement on a year-for-year basis). Must have knowledge of landfill planning, design and operations; federal, state and local regulations related to waste disposal; budgetary experience; two years of supervision and personnel management; proficiency with microcomputers; and ability to develop positive and effective interpersonal relationships. An unrestricted, valid Alaska driver's license is required.

Essential Functions:

1. Plans, implements and administers solid waste programs including, but not limited to, the hazardous waste collection, recycling, environmental, and litter collection programs; waste/recyclable hauling and transfer; waste site/facility design and construction waste site/facility operations; environmental monitoring and compliance; new program planning and development; solid waste road improvements; and solid waste user fee program.

2. Ensures borough compliance with local, state, and federal solid waste requirements including compilation, submittal and acquisition of solid waste permits and approvals. Oversees borough solid waste safety and environmental programs.

3. Organizes, coordinates, supervises and directs work assignments of borough solid waste personnel, and contract personnel as necessary.

4. Prepares construction, operation, and professional service documents including drawings, estimates, bid documents, contracts, and change orders. Administers contracts to ensure contractor/consultant compliance with the contract documents.

5. Prepares studies and reports. Coordinates, reviews, and approves consultant submitted reports and studies. Maintains extensive records relating to solid waste programs.

6. Represents the borough in dealing with contractors, the general public, local, state, and federal entities. Prepares presentations for, and conducts, public meetings and hearings on solid waste issues. Issues public education materials for waste related programs.
7. Works extensively with other borough departments to coordinate and plan solid waste activities.

8. Prepares solid waste department budgets. Reviews and approves purchase orders, invoicing and change orders. Provides cost estimates for immediate and long term solid waste operations and construction activities as required by state and federal regulations. Updates solid waste estimates on an annual basis.

9. Provides field investigation/inspection for solid waste improvements, operations and construction. Investigates complaints or problems encountered by the public or contractor.

10. Establishes solid waste disposal policies and procedures.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rv-3/29/07
Position Description: Landfill Manager - Soldotna

Service Type: Level 3

Definition: The Landfill Manager is responsible for performing technical and supervisory work directing the activities of the Central Peninsula Landfill. Under the general direction and supervision of the solid waste director or designee, the landfill manager operates and maintains the Central Peninsula Landfill in accordance with applicable regulations; is responsible for supervision, safety, budgeting, planning, development, construction, and operations to ensure that waste is managed in an efficient, effective and environmentally sound manner; maintains working relationships with associates, consultants, contractors and the public; and assists with other solid waste projects.

Minimum Qualifications: High school diploma or GED and training in waste related courses. Must have knowledge of landfill planning, design, construction and operations; waste disposal regulations; budgetary experience; two years of supervision and personnel management; minimum of four years experience in equipment operation such as forklift, loaders, bulldozers, excavators, balers; operation and knowledge of hydraulic maintenance and repair; welding experience; ability to read plans and prints; basic surveying and math skills; proficiency with computers; and ability to develop positive and effective interpersonal relationships. An unrestricted, valid Alaska driver's license is required. This position may require flying in small aircraft or travel by barge or boat.

Essential Functions:

1. Represents the borough in the administration and operations of the Central Peninsula Landfill professionally and efficiently. Maintains a working relationship with associates, consultants, contractor employees and the public.

2. Supervises, organizes, coordinates, and directs work assignments of personnel and contractors. Participates in the selection of department personnel.

3. Provides for site and facility planning, development, construction, operations, repair, maintenance, and inspections. Ensures work is conducted in compliance with permits, regulations, plans, department policies, contracts, and within budget.

4. In conjunction with the KPB Safety Officer, the Landfill Manager will assist in the development of safety programs and conducts health, safety and other training. Ensures activities are conducted in a safe manner and that structures, utilities/services, and equipment comply with applicable codes and regulations.

5. Develops and manages water, wastewater, gas and other waste related programs.

6. Prepares and solicits requests for bids/proposals and provides project management to ensure contractor compliance.

7. Develops and monitors budget status and purchases supplies. Researches waste and material management options and assists with the development plans and policies.
8. Manages the Central Peninsula recycling program, develops programs, coordinates marketing and transport, manages on site special and hazardous waste programs.

9. Provides information to the public, contractors, and staff, on proper disposal methods and directs the placement of solid waste, recyclables, special and hazardous waste.

10. Performs all site and facility construction, operations, repair and maintenance tasks.


12. Maintains site records, inspections, operational and maintenance logs for equipment and facility, parts supplies, inventory, personnel information, in written or computerized format as directed.

13. Periodically schedules, supervises, and performs site maintenance, repair, cleanup, or inspections at other solid waste and recycle sites.


15. Must complete training as required. Training may include, but will not be limited to, 40-hour hazardous waste certification, Manager of Landfill Operations certification, first aid, CPR, asbestos, refrigerant recovery, welding, CDL (commercial driver’s license), OSHA or other health and safety training, and computer training.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to use hands and fingers dexterously to operate tools or controls; reach with hands and arms; sit, stand, walk, climb, balance, stoop, kneel, crouch, and crawl; wear a respirator and other personal protective equipment; and communicate orally and in writing. Vision abilities required. The employee must frequently transport up to 50 pounds and occasionally transport up to 100 pounds. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.
KENAI PENINSULA BOROUGH
RESOLUTION 2009-076

A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT COST ALLOCATION AND AWARD OF CONTRACT FOR THE 2010 LAKE ROAD, MOOSE RIDGE AVENUE, AMOW STREET AND KYEE STREET CAPITAL IMPROVEMENT PROJECT NO. C3LAK

WHEREAS, the road service area annually prioritizes a list of capital improvement projects that includes the estimated total cost for each project; and

WHEREAS, the total project costs including design services, contract services, wages, inter-departmental charges, and contingencies is to be allocated to each project; and

WHEREAS, at its regular meeting of April 14, 2009, the Road Service Area Board recommended by unanimous vote approval of Road Service Area Resolution 2009-05, approving the fiscal year FY2010 capital improvement projects; and

WHEREAS, total project cost funds are available from the following:

- STIP 434.33950.9STIP.49999

WHEREAS, the Kenai Peninsula Borough has solicited and received bids for Lake Road, Moose Ridge Avenue, Amow Street, and Kyee Street Capital Improvement Project No. C3LAK; and

WHEREAS, the low responsive bid on the project is fair and reasonable, and the bidder is qualified to perform the work;

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 _________________ to perform the work for the Lake Road, Moose Ridge Avenue, Amow Street, and Kyee Street Capital Improvement Project C3LAK for the bid amount of $______________.

SECTION 2. That the mayor is authorized to allocate the total project cost, $______________, to account number 434.33950.C3LAK.49999.
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 shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2009.

Milli Martin, Assembly President

ATTEST:

Johni Blankenship, Borough Clerk

Yes:
No:
Absent:
MEMORANDUM

TO: Milli Martin, Assembly President
    Members, Kenai Peninsula Borough Assembly

THRU: David R. Carey, Kenai Peninsula Borough Mayor
       Craig Chapman, Finance Director
       Mark Fowler, Purchasing & Contracting Officer

FROM: Doug Schoessler, Road Service Area Director

DATE: August 20, 2009

SUBJECT: Resolution 2009-01b Road Service Area Capital Improvement Project C3LAK: Lake Road, Moose Ridge Avenue, Amow Street, and Kyee Street Contract Award and Allocation

The Kenai Peninsula Borough Road Service Area is soliciting bids for its Lake Road, Moose Ridge Avenue, Amow Street, and Kyee Street Capital Improvement Project No. C3LAK for completion in the summer of 2009. The invitation to bid was released August 13, 2009 with bids due August 26, 2009.

This project award is submitted to the assembly for approval because the funds for CIPs have only been appropriated by the assembly but not yet allocated. This project is listed in the FY2010 Road Service Area Capital Budget.

This resolution authorizes the project to proceed, allocates funds to the project, and awards the project to the lowest, qualified, responsive, and responsible bidder.

Pursuant to KPB 22.40.050(E), Agenda—Development—Procedure—Mailing, the administration is submitting the resolution with blanks because the bids for this project are due August 26, 2009, after packet closure for the September 1 assembly meeting. The information to be inserted will be provided to the assembly prior to the September 1 meeting.
KENAI PENINSULA BOROUGH
RESOLUTION 2009-077

A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT COST ALLOCATION AND AWARD OF CONTRACT FOR THE 2010 LIBERTY LANE, COMMERCE STREET, MASTERS COURT, BRUMLOW PLACE, SINGLETON COURT, PISCES COURT, ARIES COURT, VIRGO COURT AND LIBRA COURT ROAD CAPITAL IMPROVEMENT PROJECT NO. W6LIB

WHEREAS, the road service area annually prioritizes a list of capital improvement projects that includes the estimated total cost for each project; and

WHEREAS, the total project costs including design services, contract services, wages, inter-departmental charges and contingencies is to be allocated to each project; and

WHEREAS, at its regular meeting of April 14, 2009, the Road Service Area Board recommended by unanimous vote approval of Road Service Area Resolution 2009-05, approving the fiscal year 2010 capital improvement projects; and

WHEREAS, total project cost funds are available from the following:

- STIP 434.33950.9STIP.49999

WHEREAS, the Kenai Peninsula Borough has solicited and received bids for Liberty Lane, Commerce Street, Masters Court, Brumlow Place, Singleton Court, Pisces Court, Aries Court, Virgo Court & Libra Court Capital Improvement Project No. W6LIB; and

WHEREAS, the low responsive bid on the project is fair and reasonable, and the bidder is qualified to perform the work;

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 ________________ to perform the work for the Liberty Lane, Commerce Street, Masters Court, Brumlow Place, Singleton Court, Pisces Court, Aries Court, Virgo Court & Libra Court Capital Improvement Project No. W6LIB for the bid amount of $__________________.
SECTION 2. That the mayor is authorized to allocate the total project cost, $______________, to account number 434.33950.W6LIB.49999.

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 shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2009.

________________________________________
Milli Martin, Assembly President

ATTEST:

________________________________________
Johni Blankenship, Borough Clerk
MEMORANDUM

TO:     Milli Martin, Assembly President
        Members, Kenai Peninsula Borough Assembly

THRU:  David R. Carey, Kenai Peninsula Borough Mayor
        Craig Chapman, Finance Director
        Mark Fowler, Purchasing & Contracting Officer

FROM:  Doug Schoessler, Road Service Area Director

DATE:  August 20, 2009

SUBJECT: Resolution 2009-011, Road Service Area Capital Improvement Project W6LIB: Liberty Lane, Commerce Street, Masters Court, Brumlow Place, Singleton Court, Pisces Court, Aries Court, Virgo Court & Libra Court Contract Award and Allocation

The Kenai Peninsula Borough Road Service Area is soliciting bids for its Liberty Lane, Commerce Street, Masters Court, Brumlow Place, Singleton Court, Pisces Court, Aries Court, Virgo Court & Libra Court Capital Improvement Project No. W6LIB for completion in the summer of 2009. The invitation to bid was released August 13, 2009 with bids due August 27, 2009.

This project award is submitted to the assembly for approval because the funds for CIPs have only been appropriated by the assembly but not yet allocated. This project is listed in the FY2010 Road Service Area Capital Budget.

This resolution authorizes the project to proceed, allocates funds to the project, and awards the project to the lowest, qualified, responsive, and responsible bidder.

Pursuant to KPB 22.40.050(E), Agenda—Development—Procedure—Mailing, the resolution is being submitted with blanks because the bids for this project are due August 27, 2009, after packet closure for the September 1 assembly meeting. The information to be inserted will be provided to the assembly prior to the September 1 meeting.
KENAI PENINSULA BOROUGH
RESOLUTION 2009-078

A RESOLUTION DESIGNATING ARCHIE DRIVE AND PHILLIPS STREET AS A FISCAL YEAR 2010 ROAD SERVICE AREA CAPITAL IMPROVEMENT PROJECT, APPROVING NEW ROAD CONSTRUCTION, AND AUTHORIZING THE CAPITAL IMPROVEMENT PROJECT COST ALLOCATION AND AWARD OF CONTRACT

WHEREAS, the road service area (RSA) board approved RSA Resolution 2009-08 at its June 23, 2009, board meeting, designating Archie Drive and Phillips Street as a fiscal year 2010 Capital Improvement Project and recommending that the Archie Drive and Phillips Street project be engineered and constructed; and

WHEREAS, the project will provide the only alternate access to the Willow Brook Subdivision containing 90 developed lots; and

WHEREAS, the project has only recently become available for improvement pursuant to the Kenai Peninsula Borough’s purchase of certain real property at the corner of Kalifornsky Beach Road and Ciechanski Drive; and

WHEREAS, KPB Ordinance 2008-19-43, enacted on April 7, 2009, authorizing acquisition of the property, provided in part that Borough ownership would allow the borough to dedicate alternative egress to enhance the safety of residents in the Willow Brook Subdivision; and

WHEREAS, at its March 23, 2009, meeting, the Planning Commission recommended approval of Ordinance 2008-19-43 after reviewing information from the Land Management Division of the Planning Department indicating the purchase would allow for the construction of alternate egress for the Willow Brook Subdivision; and

WHEREAS, the Planning Commission at its Plat Committee Meeting on July 20, 2009 preliminarily approved dedication of a right-of-way encompassing the project; and

WHEREAS, there is available RSA funding for the project; and

WHEREAS, the road will access public lands; and

WHEREAS, the construction of the road will provide an improved alternate route to a road currently certified for maintenance; and
WHEREAS, the total project will include improvement of 1,350 feet of road, of which 150 feet, connecting Archie Drive to Phillips road, will be new construction; and

WHEREAS, the total project costs including design services, contract services, wages, inter-departmental charges and contingencies is to be allocated to each project; and

WHEREAS, total project cost funds are available from the following:

- STIP 434.33950.9STIP.49999

WHEREAS, the Kenai Peninsula Borough has solicited and received bids for Archie Drive & Phillips Street Capital Improvement Project; and

WHEREAS, the low responsive bid on the project is fair and reasonable, and the bidder is qualified to perform the work.

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 ________________ to perform the work for the Archie Drive and Phillips Street Capital Improvement Project No. C6ARC for the bid amount of $_______________.

SECTION 2. That the mayor is authorized to allocate the total project cost, $______________, to account number 434.33950.C6ARC.49999.

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 shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2009.

--------------------------------------------------------------------------------
Milli Martin, Assembly President

ATTEST:

--------------------------------------------------------------------------------
Johni Blankenship, Borough Clerk
Yes:
No:
Absent:
The Road Service Area (RSA) is soliciting bids for its Archie Drive and Phillips Street Capital Improvement Project No. C6ARC for completion in the summer of 2009. This project was approved by the RSA Board at its June 23, 2009, board meeting as a fiscal year 2010 capital improvement project. The project only recently became feasible with the borough's purchase of real property at the corner of Kalifornsky Beach and Ciechanski Roads. Ordinance 2008-19-43 authorizing the purchase of the property expressed the provision of alternate access to the Willow Brook subdivision as one of the reasons for the purchase. The proposed project will provide the only alternate access to the Willow Brook subdivision, which contains 90 developed parcels. The project is intended to improve safety and ease congestion. The project will involve approximately 1,350 feet of road, of which approximately 150 feet will be new road construction connecting Archie Drive to Phillips Road. The invitation to bid was released August 13, 2009, with bids due August 26, 2009.

This project award is submitted to the assembly for approval because the funds for CIPs have only been appropriated by the assembly but not yet allocated.

This resolution designates Archie Drive and Phillips Street, approves construction, authorizes the project to proceed, allocates funds to the project, and awards the project to the lowest, qualified, responsive, and responsible bidder.

Pursuant to KPB 22.40.050(E), Agenda—Development—Procedure—Mailing, this resolution is being submitted with blanks because the bids for this project are due August 26, 2009, after packet closure for the September 1 assembly meeting. The information to be inserted will be provided to the assembly prior to the September 1 meeting.
KENAI PENINSULA BOROUGH ROAD SERVICE AREA
RESOLUTION 2009-08

A RESOLUTION APPROVING ARCHIE DRIVE AND PHILLIPS STREET EXTENSION TO BE INCLUDED AS A FY2010 CAPITAL IMPROVEMENT PROJECT

WHEREAS, the first 500 feet entrance off Kalifornsky Beach Road onto Even Lane in the Willow Brook Subdivision experiences severe break-up problems; and

WHEREAS, Archie Drive and Phillips Street Extension will provide an alternate access to the Willow Brook Subdivision; and

WHEREAS, Even Lane currently serves approximately 90 developed lots; and

WHEREAS, there is no alternate access into the Willow Brook Subdivision; and

WHEREAS, this project will require upgrading the existing Archie Drive to connect to Phillips Street and bring both roads to current road standards for adequate alternate access.

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

SECTION 1. That the Road Service Area Board recommends Archie Drive and Phillips Street Extension project be included in the five-year Capital Improvement Project List as a FY2010 project.

SECTION 2. That the Road Service Area Board recommends the Archie Drive and Phillips Street Extension project be engineered and constructed in 2009.

SECTION 3. That the Road Service Area Board recommends this resolution be submitted to the Kenai Peninsula Borough Assembly for consideration as soon as practical.

ADOPTED BY THE KENAI PENINSULA BOROUGH ROAD SERVICE AREA BOARD ON THIS 23RD DAY OF JUNE 2009.

Ron Wille, Road Service Area Board Chair

Doug Schoessler, Road Service Area Director
Chairman Bryson opened the meeting for public comment. Seeing and hearing no one wishing to speak, Chairman Bryson closed the public comment period and opened discussion among the Commission.

**MOTION:** Commissioner Murphy moved, seconded by Commissioner Gross to recommend enactment of Ordinance 2009-14.

Commissioner Isham stated that both DOT and Alaska Railroad have clauses in their contracts when they lease land which requires the lessee to comply with all the State and Federal environmental regulations. They also require that a baseline environment site assessment be done if there was any hazardous material on the property. This site assessment is done every time a lease is renewed or has changed hands just to keep track where any contamination lies, etc. Commissioner Isham asked if those requirements were being added to the proposed lease. Mr. Mueller replied there was contamination known to be on this site which consisted of old waste cells. There is a site characterization report that has been reiterated over the years. He stated this ordinance would provide for a deviation from what was required by the Code in terms of handling solid waste because there superior oil and gas interests. They would not be able to trump those interests with their surface interest. Staff merely acknowledges that there are those interests through their subsurface. Mr. Mueller stated the lessee is required to comply with all State and Federal laws. He commented there are a number of provisions that speak to environmental issues within the lease.

Commissioner Isham understood that we were relying on the State to take care of most of the contamination and that there was no actual clause in the lease requiring them to do a site assessment through renewals. Mr. Mueller replied that the applicants were already required to do that. They are relying on the State and Federal regulations. The Borough was not an environmental regulator but relies on the laws that are in place.

Commissioner Isham stated that DOT and Alaska Railroad were also not in the environmental business but they use the environmental site assessment to protect their assets. He would like to see a requirement like that in this lease.

Commissioner Isham asked if there was an abandonment plan in place when the lease is over. Mr. Mueller appreciated the comments. He would rely on Section 7 for lease requirements when the lease ended and would be worked out between Marathon Oil and future Borough staff.

There being no further comments or questions, the commissioners proceeded to vote.

**VOTE:** The motion passed by unanimous consent.

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**AGENDA ITEM F. PUBLIC HEARINGS**

4. Ordinance 2008-19-43; Authorizing the acquisition of certain real property at the corner of Kalifornsky Beach Road and Clechanski Drive for a Central Emergency Service Fill site, a future fire station and other government purposes and appropriating funds for the acquisition.

Memorandum reviewed by Marcus Mueller

Central Emergency Services (CE5) has developed an Insurance Services Office (ISO) plan to optimize fire response capabilities within the service area. Additionally, the Land Management Division conducted an
analysis to determine optimal locations for future fire stations to ensure proper placement for maximum response coverage. CES intends to acquire sites that are appropriate for future fire stations in the long term, and to develop those sites in the near term with high-volume water supply capabilities as implementation of its ISO plan.

CES, Land Management, Capital Projects, and the administration have worked together to identify an appropriate CES site in the Ciechanski Area. The property identified is a 30.3-acre parcel, of which 4 acres are needed for CES’s operations. CES will contribute $195,000 toward the property which is based on a 70/30 size adjustment on the overall land purchase. CES previously budgeted $120,000 in FY09 for this land purchase; the ordinance would appropriate an additional $75,000 from the CES Capital Projects Fund. The Land Trust Fund will pay $330,000 for the remaining 26± acres and hold the property for future borough needs. Land Management intends to dedicate a matching dedication to Phillips Avenue from the parcel. This will allow for the construction of alternative egress for the Willowbrook Subdivision area. Additionally, this property is centrally located on Kalifornsky Beach Road midway between the business districts of Kenai and Soldotna. The property has excellent potential for community development and to serve future government functions which are goals of the Land Trust as outlined in the FY09 budget document. The acquisition of the acreage is an investment of the Land Trust to enhance the Borough’s landholdings in the rapidly developing K-Beach area.

The ordinance would authorize the acquisition of a 30.3-acre parcel at the corner of K-Beach Road and Ciechanski from Lynn C. Martinez. The proposed purchase price is $525,000 which is based on the fair market value appraised by Derry and Associates.

END OF MEMORANDUM

Chairman Bryson asked if a 4 acre tract of land could be found rather than a 30 acre parcel. Mr. Mueller replied this site was ideal which leaves a 26 acre remainder parcel. The interest that the Land Trust Fund has in purchasing this parcel is that the Borough received 155,000 acres of State lands that range in size, shape and location. Of that entitlement there was not a whole lot that fits the bill for actual Borough services. He stated this piece of property was well suited for future municipal uses and is located in one of the fastest growing areas of the Peninsula. The property is suited for anything other than a ski hill. From a land management philosophy Mr. Mueller considers this as a reinvestment of municipal entitlement back into land resources. One of the functions of Land Management was to provide lands for future Borough uses.

Chairman Bryson stated that it appeared there was gravel on site. Mr. Mueller replied there was good gravel on this property but it was not staff’s intent to expand the gravel pit.

Chairman Bryson opened discussion among the Commission.

MOTION: Commissioner Murphy moved, seconded by Commissioner McClure to recommend enactment of Ordinance 2008-19-43.

Commissioner Tauriainen asked if there were uses for the remainder of the 26 acres. Mr. Mueller replied there was no particular purpose identified at this time. It is well suited for any number of future uses but has not been tagged. Commissioner Tauriainen asked if this purchase was for investment purposes. Mr. Mueller replied it is a reinvestment of the municipal entitlement lands. He stated in this instance this was a repurchase of property to reinvest into Land Trust and secure proper and suitable holdings for government purposes. This property was identified for CES.

There being no further discussion, the commission proceeded to vote.

VOTE: The motion passed by unanimous consent.
CIP #C6ARC Archie Drive and Phillips Street
KENAI PENINSULA BOROUGH
RESOLUTION 2009-079

A RESOLUTION REQUESTING ALASKA COMMUNICATIONS SYSTEMS (ACS), GCI, AND AT&T ALASCOM DILIGENTLY TAKE STEPS TO IMPROVE ALL TELEPHONE COVERAGE IN THE EAST END ROAD AREA OF THE KENAI PENINSULA BOROUGH

WHEREAS, in addition to regular usage, cellular telephone coverage provides an important means of communication during emergencies and when telephone land lines are not operational; and

WHEREAS, East End Road in the Homer area does not have cellular telephone coverage beyond Mile 15, and that area experienced a blackout for landlines on July 12, 2009, that lasted approximately 18 to 20 hours; and

WHEREAS, a similar situation exists in Voznesenka, which experienced an outage last fall during a fire, and all of East End Road past Mile 17 was not able to use telephone land lines; and

WHEREAS, Alaska Communications Systems (ACS), GCI and AT&T Alascom are all cellular telephone carriers for that area; and

WHEREAS, ACS has indicated that a small transmitter on the closest tower could provide coverage to that area if it is directed toward the area; and

WHEREAS, as became clear during the 17-mile fire in May 2009, this lack of cellular telephone service is a distinct threat to the health, safety, and welfare of the borough residents beyond Mile 15 of East End Road;

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

SECTION 1. ACS, GCI, AT&T Alascom, and any other cellular telephone carriers for that area are respectfully requested to promptly improve all cellular telephone coverage in the East End Road area, specifically by installing sufficient transmitters to provide adequate coverage for the residents beyond Mile 15 of East End Road.
SECTION 2. That copies of this resolution shall be sent to Liane Pelletier, president of ACS, Ronald A. Duncan, President of GCI, and Michael Felix, President of Alascom, Inc., Governor Sean Parnell, Senator Gary Stevens, and Representative Paul Seaton.

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2009.

Milli Martin, Assembly President

ATTEST:

Johni Blankenship, Borough Clerk
MEMORANDUM

TO: Milli Martin, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Milli Martin, Assembly President
       David R. Carey, Borough Mayor

DATE: August 20, 2009

SUBJECT: Resolution 2009- 074 regarding cell phone coverage in the East End Road area

We have been contacted by residents of East End Road who indicated that on July 12, 2009, there was a complete telephone outage and that all the lines were down past approximately Mile 15. The outage lasted 18 to 20 hours and created difficulties for many residents. Compounding this difficulty is that there is no cellular telephone coverage beyond Mile 15 of East End Road. Without cellular telephone coverage, while land lines are down there is no method of promptly communicating with emergency service providers, public safety officials, or others during an emergency. The recent wildfires have highlighted the need for cellular telephone coverage in this area. The Kachemak Emergency Service Area Fire Chief Bob Cicciarella is also concerned about this health and safety situation.

This resolution requests that ACS, GCI, AT&T Alascom, and any other companies providing cellular telephone coverage east of Homer to install sufficient transmitters on their towers to provide coverage for East End Road starting at Mile 15 and continuing to its end. Doing so would provide a means for these residents to communicate in the event of an emergency.

Your approval of this resolution would be appreciated.
KENAI PENINSULA BOROUGH
RESOLUTION 2009-080

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR EXTERNAL
INVESTMENT PORTFOLIO MANAGER

WHEREAS, a request for proposal (RFP) for External Investment Portfolio Manager was issued by the Kenai Peninsula Borough on July 6, 2009; and

WHEREAS, thirteen proposals were received on the due date of July 29, 2009, and were independently evaluated by a four-member committee consisting of two administrative personnel and two assembly representatives; and

WHEREAS, the proposal submitted by ________________ received the highest total score by the evaluating committee; and

WHEREAS, sufficient funds are available in account 100.00000.00000.37350 Interest Income Account.

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

SECTION 1. That the proposal submitted by ________________ is accepted.

SECTION 2. The mayor is authorized to award a contract for external investment portfolio manager with ________________ for a three-year period including an option to extend for two years.

SECTION 3. That expenditures for these services will be charged as follows:

100.00000.00000.37350, Interest Income Account $ ________________

SECTION 4. That this resolution takes effect immediately upon its adoption.
ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2009.

ATTEST: Milli Martin, Assembly President

Johni Blankenship, Borough Clerk

Yes:
No:
Absent:
MEMORANDUM

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

THRU: David R. Carey, Borough Mayor
        Mark Fowler, Purchasing & Contracting Officer

FROM: Craig Chapman, Finance Director

DATE: August 20, 2009

SUBJECT: Resolution 2009-080, Authorizing Award of Contract for External Investment Portfolio Manager

On July 6, 2009, the Kenai Peninsula Borough solicited proposals for a manager of the Borough’s External Investment Portfolio. The Request for Proposals was advertised in the Peninsula Clarion and the Anchorage Daily News and 13 proposals were received on the due date of July 29, 2009.

The review team consisting of the Finance Director, Borough Controller, and two assembly representatives evaluated the proposals. All firms submitting proposals were deemed to meet the minimum qualifications to do the work requested in the RFP.

As specified in the RFP, 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 ________________________, with the option to extend for two additional years.

Sufficient funding is available in Account No. 100.00000.00000.37350, Interest Income Account.

Pursuant to KPB 22.40.050(E), Agenda-Development-Procedure-Mailing, this resolution is being submitted with blanks because the evaluations will not be completed until August 21, 2009, after packet closure for the September 1, 2009 assembly meeting. The information to be inserted will be provided to the assembly prior to the September 1, 2009 assembly meeting.
KENAI PENINSULA BOROUGH
RESOLUTION 2009-081

A RESOLUTION APPROVING THE PETITION APPLICATION FOR WITMAN
ESTATES SUBDIVISION UTILITY SPECIAL ASSESSMENT DISTRICT

WHEREAS, in 1991 the voters of the Kenai Peninsula Borough adopted a nonareawide power
to form special assessment districts for utility lines; and

WHEREAS, natural gas provides a safe, economical heating alternative and has been shown to
increase the value and marketability of parcels; and

WHEREAS, a proposal has been received requesting the establishment of a utility special
assessment district (USAD) for financing the construction of an extension of
Enstar’s natural gas main line to a district encompassing that area of Witman
Estates Subdivision as depicted in the attached map; and

WHEREAS, the Kenai Peninsula Borough Mayor and Assessor have approved the proposed
USAD boundary and returned it to the petition sponsor; and

WHEREAS, the petition sponsor has provided the assessing department with written notice of
intent to proceed with assembly review of the petition application; and

WHEREAS, Enstar has submitted a letter of approval for the proposed natural gas main line
extension; and

WHEREAS, at least 60 days prior to the hearing date of this resolution, the Kenai Peninsula
Borough Clerk’s Office has notified the proposed benefited parcel owners by
certified mail, return receipt requested, describing the special assessment district
and proposed improvement, providing a map of the proposed improvement, the
date of the public hearing, and informing the recipients that no subdivision,
vovation of acreage, or lot line adjustment will be recognized for USAD
assessment purposes after assembly approval of the petition application; and
WHEREAS, this resolution, with its attached exhibits, which are incorporated by reference as if fully set forth herein, sets out the description of the proposed improvement, the total estimated cost of constructing the improvement, a map showing the boundary, the name of each record owner within the proposed district, the tax parcel number of each parcel, the assessed valuation of each parcel, an estimate of the amount to be assessed to each parcel, the status of tax payment of each parcel, whether there are special assessment liens against any of the parcels, a description of any parcel that exceeds the assessment-to-value ratio set forth in KPB 5.35.070(D), the method of proposed financing, and the total number of parcels to be assessed;

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

SECTION 1. That this Resolution is supported by the information in the following attached exhibits which are incorporated by reference as if fully set forth herein:

1. Petition information sheet describing the proposed improvement, including the total estimated project cost of $61,838.52, which is Enstar’s estimated cost of $54,649 plus the borough’s cost of $7,189.52; the estimated amount to be assessed to each parcel; a description of the five parcels that exceed the assessment-to-value ratio;
2. Map of the area showing the boundary of the proposed district;
3. Enstar’s commitment letter to construct the gas line, dated May 22, 2009, stating that $54,649 is the total estimated cost of the improvement;
4. Petition signature page;
5. Spreadsheet listing the name of the record owner of each parcel in the proposed district, the tax parcel number, the assessed valuation, an estimate of the amount to be assessed to each parcel, the status of tax payments of each parcel, whether there are other special assessment liens against any of the parcels, a description of any parcels that exceed the assessment-to-value ratio set forth in KPB 5.35.070(D), and the total number of parcels to be assessed; and
6. Memo from the finance director stating the method of financing, interest rate to be paid, and setting forth the number and frequency of payments.

SECTION 2. That all parcels within the proposed USAD are benefited by the improvement as defined in KPB 5.35.105(B).

SECTION 3. That the petition application is approved and the petitioner may file a petition with the assembly through the Borough Clerk.

SECTION 4. That this resolution shall take effect immediately upon its adoption.
ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2009.

______________________________________________
Milli Martin, Assembly President

ATTEST:

______________________________________________
Johni Blankenship, Borough Clerk

Yes:
No:
Absent:
UTILITY SPECIAL ASSESSMENT DISTRICT
INFORMATION SHEET

WITMAN ESTATES SUBDIVISION

This petition proposes a utility special assessment district (USAD) be formed for the purpose of providing natural gas to the area of Witman Estates Subdivision, located approximately eight miles south of Soldotna and accessed via Tote Road and Charlie Brown Drive. A map showing the proposed route and the parcels to be assessed is attached. There are no other special assessment liens against any of the parcels in the proposed district.

The project proposes to lay approximately 3,690 feet of 2-inch gas line at a cost of $54,649.00. The total estimated project cost is $61,838.52 (Enstar’s cost of $54,649.00 plus the Kenai Peninsula Borough’s cost of $7,189.52). This cost does not include the cost of the service line or meter. Individual property owners will need to contact Enstar for that cost and procedure. The proposed method of cost allocation is by equal assessment to each of the 17 benefited parcels. Based on equal allocation, the allocated cost per parcel is estimated at $3,637.56.

If the proposed district is approved and the improvement constructed, the borough intends to provide the funds necessary to finance the Witman Estates Subdivision USAD from internal sources.

This cost will be assessed in the form of a lien on the benefited parcel. It will be payable over a ten-year period. The rate the borough shall receive when investing in special assessments is the prime rate plus 2 percent on the date the ordinance confirming the assessment roll is enacted by the assembly. Each property owner will have the option to pay off the balance due before or during the ten-year period. Failure to pay the assessment will be cause for foreclosure proceedings.

Per KPB 5.35.070(B) those parcels within the proposed district as of the date of the assembly’s approval of the petition application will establish the parcels for assessment. No subdivision, reversion of acreage, or lot line adjustment will be recognized for USAD assessment purposes after assembly approval of the petition application.

As required by KPB 5.35.070(D) no lien for this project may exceed 21 percent of the fair market value of the property, after giving effect to the benefit accruing from the improvement for which assessed. Within this project there are five parcels that exceed the 21 percent limitation and require prepayment. In order to reduce the liens to the allowable level, an amount of $4,183.36 must be submitted prior to the adoption of the resolution to form the district and proceed with the improvement. These parcels and their required prepayment amounts are as follows:

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Pursuant to KPB 5.35.070(E), a special assessment district may not be approved where properties that will bear more than 10 percent of the estimated costs of the improvement are delinquent in payment of borough property taxes from the immediately preceding
year. As of today's date, August 20, 2009, one lot within the proposed district, or 5.88 percent of the properties, is delinquent in payment of its property taxes.

This petition proposes to assess 100 percent of the benefited parcels. In order to qualify, the petition must have more than 70 percent of the property owners within the proposed district approve the project. Approval is signified by individual property owners properly signing and returning the petition signature page for each respective parcel. Failure to secure approval of more than 70 percent of the parcel owners within the proposed district will cause the petition to fail.

All signatures must be dated and the petition must be filed with the office of the Borough Clerk within 30 days of the date of the first signature in order to be included in the calculation of the required percentages.

No property owner may withdraw his/her approval of the improvement for a period of six months after the filing of this petition. (This shall not preclude the owner(s) from filing an objection as provided in KPB 5.35.107.)

A nonrefundable filing fee of $1,000 must be paid at the time of submission of this petition. (This filing fee is for the whole project, not a per parcel fee.) In the event the improvement is not constructed, any prepayment of the assessment for individual parcels will be returned; however, the nonrefundable filing fee will not be returned.

This petition consists of the following documents: (1) petition information sheet(s), (2) a map of the geographic area encompassing the benefited parcels, (3) Enstar's commitment letter to construct the gas line, dated May 22, 2009, (4) the petition signature page, (5) a list of the benefited parcels in the proposed USAD detailing each respective parcel's tax identification number, legal description, assessed value, names and addresses of the parcel owners and tax delinquencies, and (6) memo from Finance Director stating method of financing, interest rate to be paid, and setting forth the number and frequency of payments.

Only the page requiring your signature(s) needs to be returned.

Questions regarding this petition may be referred to:

Petition Organizer(s):

September Ames 394 – 1718

Or

Clyde Johnson, Kenai Peninsula Borough Special Assessment Coordinator (907) 714 – 2246 or 1-800-478-4441 within the Borough
May 22, 2009

Mr. Clyde Johnson, USAD Coordinator
Kenai Peninsula Borough
148 N. Binkley
Soldotna, Alaska 99669

RE: Witman Estates Subdivision Utility Special Assessment District

Dear Mr. Johnson:

As mentioned, the Witman Estates Subdivision Utility Special Assessment District (USAD) engineering has been updated. The project design requires 3690 feet of 2-inch pipe. ENSTAR’s 2009 construction rate for 2-inch pipe is $14.81 per foot. Therefore, ENSTAR’s total estimated cost would be $54,649.00.

This is a Non-refundable project and a Contribution In Aid of Construction Agreement will be used for this project. Credits or Free Main Allowances will be paid directly to the Borough by ENSTAR as customers connect the gas system over the term of the contract. FMA credits will be based upon project annual gas usage by each new customer. The 2009, Free Main Allowances or FMA’s are as follows, Small $350.00, Medium $612.00, and Large $1050.00. FMA’s are adjusted annually throughout the ten-year contract.

In the event the Witman Estates Subdivision USAD is approved by the Kenai Peninsula Borough Assembly by September 30, 2009, ENSTAR will construct the project in 2009, barring any unexpected construction delays and/or adverse weather conditions.

Please do not hesitate to call should you need any assistance or have any questions.

Respectfully,

Charlie Pierce
Southern Division Manager

Exhibit 3
NOTICE TO PETITION SIGNERS/PETITION SIGNATURE PAGE

1. Signatures must be in ink.

2. For lots with joint ownership, each owner of record must sign and date the petition. If the joint owner is deceased, please provide a copy of the death certificate.

3. Your signature(s) represent(s) a vote for each parcel listed. You must sign and date your approval for each parcel listed. No property owner may withdraw his/her approval of the proposed improvement for a period of six months after the date of filing of petition. This does not preclude a property owner from filing a written objection as provided in KPB 5.35.110(D) within the time provided by ordinance or regulation.

4. This petition consists of the: 1) petition information sheet(s); 2) a map of the geographic area encompassing the benefited parcels; 3) ENSTAR's commitment letter to construct the gas main line, dated May 22, 2009; 4) this Notice to Petition Signers/Petition Signature Page; 5) a list of the benefited parcels in the proposed USAD detailing each parcel's tax identification number, legal description, estimated charge for the benefit, assessed value, name(s) and addresses of the parcel owners and tax delinquencies and 6) memo from Finance Director stating method of financing, interest rate to be paid and setting forth the number and frequency of payments.

THE OWNERS BY THEIR SIGNATURES ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO READ THE DOCUMENTS COMPRISING THE PETITION LISTED IN #4 ABOVE AND APPROVE THE PROPOSED UTILITY SPECIAL ASSESSMENT DISTRICT.

OWNER(S) OF RECORD:

PARCEL NO.:
ASSESSED VALUE:

Signature: ____________________________ Date __________

Signature: ____________________________ Date __________
### WITMAN ESTATES - UTILITY SPECIAL ASSESSMENT DISTRICT

**Enstar Cost**: $54,649.00  
**KPB Admin Cost**: $7,189.52  
**Total Est. Cost**: $61,838.52

**Total Cost**: $61,838.52  
**Total Prepayments**: $4,183.36  
**Total Assessments**: $57,655.16

**No. of Parcels**: 17  
**Cost/Parcel**: $3,637.56  
**Parcels > 21%**: 5  
**Total To Prepay**: $4,183.36

**Number of Parcels Delinquent**: 1  
**Percent of Parcels Delinquent**: 5.88%

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### Property List

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17 $ 57,655.16 $ 4,183.36
MEMORANDUM

TO: Milli Martin, Assembly President
    Members, Kenai Peninsula Borough Assembly

THRU: David R. Carey, Mayor

FROM: Craig C. Chapman, Finance Director

DATE: August 20, 2009

SUBJECT: Witman Estates USAD – Financing

The Borough plans to provide the funds necessary to finance the Witman Estates USAD from internal sources. KPB 5.10.040 allows the investment of borough monies in special assessment districts that are authorized under KPB Chapter 5.35. The total of such investments is limited to not more than $2,000,000 at the end of any fiscal year. As of June 30, 2009, the borough has $799,590.79 committed to fund twelve utility special assessment districts and three road improvement assessment districts. If approved, the $61,838 projected for the Witman Estates USAD will increase the Borough’s total principal investment to approximately $860,973.79.

It is estimated the per lot assessment will be $3,637.56. For those property owners not paying the assessment in full, within 15 days after adoption of the ordinance, the Borough will finance the assessment, and the owners of property will be required to make principal and interest payments each year for a ten-year period to retire the indebtedness. The rate of interest will be equal to the prime rate plus 2 percent. The prime rate is currently 3.25 percent. If it remains at that level, the rate of interest charged to the USAD will be 5.25 percent. Property owners can avoid or reduce the interest charge by making accelerated payments on the principal. Penalties are not imposed for accelerated payments.
KENAI PENINSULA BOROUGH
RESOLUTION 2009-082

A RESOLUTION RECOGNIZING FRONTIER COMMUNITY SERVICES AS THE MANAGING AGENT FOR THE FORGET-ME-NOT CARE CENTER

WHEREAS, the Senior Grant Program as defined by the KPB Chapter 5.22 establishes eligibility, funding, and reporting criteria for approved senior centers and adult day care programs; and

WHEREAS, the Forget-Me-Not Care Center provides adult day care services for Kenai and Kenai area residents at least 60 years of age; and

WHEREAS, the ownership of the Forget-Me-Not Care Center has changed from Peninsula Community Health Services to Frontier Community Services; and

WHEREAS, the Frontier Community Services nonprofit corporation inclusively meets the eligibility criteria as established in KPB 5.22.020;

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

SECTION 1. That the Kenai Peninsula Borough Assembly recognizes Frontier Community Services as the managing agency for the Forget-Me-Not Care Center.

SECTION 2. This resolution shall become effective immediately upon its enactment.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2009.

______________________________
Milli Martin, Assembly President

ATTEST:

______________________________
Johni Blankenship, Borough Clerk
KENAI PENINSULA BOROUGH
GRANTS MANAGEMENT

MEMORANDUM

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

THRU: David R. Carey, Borough Mayor
       Craig Chapman, Finance Director

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager

DATE: August 21, 2009

SUBJECT: Resolution 2009-082 A resolution recognizing Frontier Community Services as the Managing Agent for the Forget-Me-Not Care Center

The Senior Grant Program as defined by the KPB Chapter 5.22 establishes eligibility, funding and reporting criteria for approved senior centers and adult daycare programs. The Forget-Me-Not Care Center, hereinafter referred to as "center," provides adult day care services for seniors over the age of 60 residing in the City of Kenai and surrounding areas. As of July 1, 2009, transfer of ownership for the center changed from Peninsula Community Health Services to Frontier Community Services.

Frontier Community Services has provided necessary documentation for verification and is eligible to continue participation in the KPB Senior Grant Program. Eligibility includes the following verifications:

The criteria for eligibility for senior citizen program grants under this chapter are:
the group must be nonprofit, tax exempt, must be located within the Kenai Peninsula Borough, and may be sponsored by a city, or recognized by the Kenai Peninsula Borough Assembly or the Alaska Commission on Aging. KPB 5.22.020(B).

It should also be able to comply with the regulations governing the use of funds set out in KPB 5.22.070. At this point it appears that the Forget-Me-Not Care Center meets these requirements.

Thank you for considering the resolution to recognize Frontier Community Services as the managing agent for the Forget-Me-Not Care Center adult day care program as an eligible Senior Grant Program recipient.

Attachments: W-9 Taxpayer Identification
               IRS Tax Exempt Status
               State of AK Dept of Health & Human Services Div. of Seniors & Disabilities Services
               Certificate of Liability
Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)

FRONTIER COMMUNITY SERVICES

Business name, if different from above

FRONTIER COMMUNITY SERVICES

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification other (see instructions)
☐ Other (see instructions)

Address (number, street, and apt. or suite no.)

43335 K-Barn Road, #36

City, state, and ZIP code

Soldotna, AK 99669

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person

Date

8-3-09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to the Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity.
Dear Sir or Madam:

This is in response to your request of March 9, 2007, regarding your organization’s tax-exempt status.

In October 1986 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1
Senior and Disabilities Services
Home and Community Based Waiver Programs

Agency: Frontier Community Services (Adult Day Services)
Physical Address: 230 E. Marydale Avenue, Suite #2, Kenai, Alaska 99669-7648
Mailing Address: 43335 Kalifornsky Beach Road, #36, Soldotna, Alaska 99669-8280
Provider Numbers: HC# pending

Certification Period Start: 07/01/2009   End: 05/31/2010

Y = Certified
P = Provisionally Certified
N = Not Certified

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* Category of Service

Approved by: ____________________________  7-6-09

Gail Clinch  Date
Provider Certifications, Senior and Disabilities Services
State of Alaska, Department of Health and Social Services
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 3/13/2009

**PRODUCER**
Brown Agency
110 S Willow #106
Kenai, AK 99611
907 283 7834

**INSCRIBED**
Frontier Community Services, Inc.
43335 K Beach Road, Suite 36
Soldotna, AK 99669
714 6680 ken

**INurers Affording Coverage**
- **INSURER A** Granite State Ins. Co./ISA
- **INSURER B** National Union Fire/ISA
- **INSURER C** Cornhusker Casualty/AGIA
- **INSURER D**
- **INSURER E**

**COVERAGES**
The Policies of Insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the Policies described herein is subject to all the terms, exclusions and conditions of such Policies. Aggregate limits shown may have been reduced by paid claims.

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<td></td>
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<td></td>
<td>$500,000</td>
</tr>
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</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**CERTIFICATE HOLDER**
State of Alaska
Div. of Senior & Disabilities Services
Provider Certification
PO Box 110680
Juneau, AK 99802-0680

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, but failure to so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

Authorized Representative

Mandy L. Doherty

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KENAI PENINSULA BOROUGH
ORDINANCE 2009-19-05

AN ORDINANCE ACCEPTING AND APPROPRIATING A GRANT FROM THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) IN THE AMOUNT OF $699,300 FOR THE BOROUGH’S COOK INLET BELUGA WHALE RECOVERY STUDY

WHEREAS, the borough recognizes that data on beluga whale habitat is collected in association with other studies; however, no comprehensive set of habitat characteristics for the Cook Inlet beluga whale is available; and

WHEREAS, the Cook Inlet beluga whale has been listed as an endangered species under the Marine Mammal Protection Act and identified as being in danger of extinction; and

WHEREAS, the understanding of basic Cook Inlet beluga whale life history and biology are essential to assessing population health and growth; and

WHEREAS, the Kenai Peninsula Borough has received a grant in the amount of $699,300 from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) to fund research seeking to understand the conditions that contribute to the apparent inability of the Cook Inlet beluga whale to maintain a stable population; and

WHEREAS, for projects involving the collection and analysis of information on marine mammals and other marine resources, the grant program has no statutory match formula; therefore, the U.S. Department of Commerce, NOAA grant program does not require a local match; and

WHEREAS, because the grant program does not allow for indirect costs, and the grant is for a Borough department funded by general funds, no Borough administrative service fee will be charged for this grant; and

WHEREAS, it is in the best interest of the borough to accept the grant to work toward establishing a comprehensive set of habitat characteristics for the Cook Inlet beluga whale;
NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the mayor is authorized to accept a grant from the U.S. Department of Commerce, NOAA, in the amount of $699,300 for the Cook Inlet Beluga Whale Recovery Research program and is authorized to execute a grant agreement and any other documents deemed necessary to accept and expend the grant and to fulfill the intents and purposes of this ordinance.

SECTION 2. That the grant funds in the amount of $699,300 are hereby appropriated to Account No. 271.21135.90216.49999, project account, for purpose of completing the project.

SECTION 3. That due to the length and nature of this project, the appropriation established through this ordinance shall not lapse at the end of any particular fiscal year.

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

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2009.

Milli Martin, Assembly President

ATTEST:

Johni Blankenship, Borough Clerk
TO: Milli Martin, Assembly President  
Members of the Kenai Peninsula Borough Assembly

THRU: David R. Carey, Borough Mayor  
Craig Chapman, Finance Director  
Brenda Ahlberg, Community & Fiscal Projects Manager

FROM: John Mohorcich, Donald E. Gilman River Center Director

DATE: August 20, 2009

SUBJECT: Ordinance 2009-19-05 accepting and appropriating $699,300 from the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) to support the Cook Inlet Beluga Whale Recovery Research Project

The borough has received a grant in the amount of $699,300 from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) to fund research seeking to understand the conditions that contribute to the inability of the Cook Inlet beluga whale to maintain a stable population.

Upon enactment, the Donald E. Gilman River Center will administer the grant on behalf of NOAA as outlined in the grant agreement. The River Center shall provide the support staff to facilitate the research project in two phases. Phase I will focus on scoping and planning the research projects, including public and scientific input, establishing an advisory research review board, and evaluating the Requests for Proposal process. Phase II will implement the research work garnered in Phase I. The broad areas of study identified in Phase II will be reduced to specific topic areas with a range of goals, objectives, and tasks that must be completed in each study area.

The grant program does not allow indirect costs to be charged against the grant. The Borough’s policy, as adopted by Resolution 2006-036, states that “for grants and projects that do not allow an indirect cost to be charged, the respective cost shall be charged to the respective service area receiving the benefit of the grant or project.” The NOAA grant is for a Borough department funded with general fund revenues and not a service area; therefore, the policy does not apply. No administrative service fee will be charged for this project.
The areas of research that the borough is considering to explore with funding under this grant are the following:

**Objective 1 – Improve knowledge of Cook Inlet belugas to determine which factors are limiting recovery:** Understanding basic Cook Inlet beluga life history and biology are essential to assessing population health and growth. Population growth may be affected by abnormal age structure, abnormal gender ratio, natural mortality, stranding mortality, low fecundity, low calf survival, predation, disease, etc. Much of this data is gathered through necropsies of dead stranded or harvested animals. By improving the available basic knowledge of Cook Inlet beluga biology and ecology, we will be able to better define which factors are limiting their recovery.

**Project – CI Beluga risk assessment:** Little is known about disease in belugas of Cook Inlet. Due to the small population size and their close associations with other individuals, a disease outbreak has the potential to impact a large proportion of the population. The presence of disease and parasites in the Cook Inlet beluga whales could have significant impact on their survival and reproduction, thus impacting population status and recovery.

- Potential Area of Study: Improve understanding of parasitism and disease.

The contamination of Cook Inlet belugas by persistent pollutants is of concern to the health of the population. Because belugas are high on the food chain, the bioaccumulation of lipid soluble pesticides could produce adverse effects, as observed in other marine and terrestrial mammals. It is important to periodically monitor these levels and continue to obtain tissue samples for archival and/or analysis. Contaminant analysis will be expanded as new concerns arise and new protocols are developed. The continuation of a contaminant study for Cook Inlet belugas will provide the basis for further scientific exploration into the effects of various chemical compounds on health.

- Potential Area of Study: Determine current contaminant loads carried by Cook Inlet belugas.

- Potential Area of Study: Pollution in water and sediment. (Emerging Pollutants of Concern): municipal waste water at the mouth of the Kenai; study of sediments at various points in Cook Inlet within the borough’s boundaries.

**Objective 2 – Refine knowledge of Cook Inlet beluga habitat requirements:** Beluga habitat not only includes where the animals travel and abide but also the resources they need to thrive. Identification and protection of important beluga habitat is a cornerstone to recovering this population. Important components of habitat include seasonal foraging area, and prey abundance and concentrations.

**Project – Assess impacts of potential threats to habitat:** Data on beluga habitat are collected in association with other studies; however, no comprehensive set of habitat characteristics for the Cook Inlet beluga is available. Information assessing the value of specific habitat features to Cook Inlet belugas will aid researchers and managers in evaluating the effects of particular
actions on belugas as well as determining which habitat features are the most important to protect to aid in beluga recovery.

- Potential Area of Study: Assess the nature of and value of habitat characteristics that are attractive for belugas.

**Project – Assess prey base and prey availability:** Cook Inlet beluga whales occur throughout the year in Cook Inlet. Interactions among the whales and the available forage base are poorly understood. Much of the forage base is available only seasonally and provides a critical component of the annual energy cycle, not only for belugas, but for the entire Cook Inlet region ecosystem.

- Potential Area of Study: Sample prey base and availability in the Kenai River and other streams and estuaries that are or have been used by belugas by trawling, (mouth of rivers that provide prey and selected open areas, Chikaloon Bay, for example)

**Objective 3 – Protect valuable habitat:** Restoring the Cook Inlet beluga whale to its optimum sustainable population involves protection of habitat needed to support a population of 780 whales. Therefore, we need to understand the impacts of anthropogenic activities on the beluga habitat.

**Project – Evaluate anthropogenic factors in beluga habitat:** Belugas are not uniformly distributed throughout the Inlet, but are found predominantly in coastal waters. Here, belugas must compete with people for use of nearshore habitats. Presently, there is insufficient data about the Cook Inlet belugas’ habitat requirements to fully assess the effects of coastal activities and development.

- Potential Area of Study: Acoustic studies: look into how anthropogenic noise may alter beluga habitat.

- Potential Area of Study: the impact and potential impact of the oil and gas industry and commercial, recreational, subsistence, and personal use fishing that may create adverse effects on belugas.

Attachments: ordinance and abridged summary of research objectives (MEMO pp2-3)
KENAI PENINSULA BOROUGH
ORDINANCE 2009-19-06

AN ORDINANCE ACCEPTING AND APPROPRIATING FUNDING FROM THE
STATE OF ALASKA IN THE AMOUNT OF $545,400 FOR COMMUNITY PURPOSES
UNDER THE STATE’S 2009/2010 COMMUNITY REVENUE SHARING PROGRAM

WHEREAS, the State Legislature has provided funding to municipalities and unincorporated
communities through the Community Revenue Sharing Program; and

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

WHEREAS, through enactment of KPB Resolution 2009-029, the Borough Assembly certified
that 27 unincorporated communities within the Kenai Peninsula Borough are
eligible for participation in the State’s Community Revenue Sharing program; and

WHEREAS, funds in the amount of $545,400 have been received from the Alaska Department
of Commerce, Community and Economic Development for the benefit of the 27
unincorporated communities; and

WHEREAS, pursuant to KPB Resolution 2006-036, a fee of 3.04 percent of the grant amount
will be charged against the grant to cover general administrative costs; and

WHEREAS, the $545,400, less administrative costs, is to be distributed evenly among the 27
unincorporated communities within the borough, or may be expended by the
borough on behalf of the community; and

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

WHEREAS, it is in the best interest of the Borough and the 27 unincorporated communities to
accept these state funds to help defray costs of providing services and programs to
their residents;
NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the mayor is authorized to accept $545,400 from the State of Alaska for distribution to eligible communities or for expenditure by the borough on the community’s behalf.

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

SECTION 3. That state funds in the amount of $545,400 are appropriated to account 271.94910.10REV.43011, contract services.

SECTION 4. Acceptance of the above grant by a community is subject to the requirement that prior to the distribution of grant funds, the recipient(s) and proposed project(s) shall be approved by the assembly through adoption of a resolution.

SECTION 5. That due to the length and nature of this project, a community shall forfeit any remaining grant distribution at the end of two consecutive fiscal years if the community has not fulfilled the intent and purpose of its grant agreement to be reappropriated by the assembly.

SECTION 6. This ordinance shall become effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2009.

__________________________________________
Milli Martin, Assembly President

ATTEST:

__________________________________________
Johni Blankenship, Borough Clerk

Yes:
No:
Absent:
To: Milli Martin, Assembly President  
Members of the Kenai Peninsula Borough Assembly  

Thru: David R. Carey, Borough Mayor  
Craig Chapman, Finance Director  

From: Brenda Ahlberg, Community & Fiscal Projects Manager  

Date: August 20, 2009  

Subject: Ordinance 2009-19-OL, accepting and appropriating $545,400 from the Alaska Department of Commerce, Community and Economic Development  

As determined by Resolution 2009-029, the borough assembly recognized 27 unincorporated communities eligible to participate in the FY10 Community Revenue Sharing Program, hereinafter referred to as “program.” The assembly’s enactment of this ordinance would authorize the borough to accept and appropriate $545,400 from the Alaska Department of Commerce, Community and Economic Development (DCCED) to distribute funding to nonprofit or tribal entities in each community.

The program shall provide each community $19,600 to support services and/or projects for a public purpose ($20,000 less 3.04% administrative costs pursuant to KPB Resolution 2006-036). DCCED has indicated that funds may be used for public purpose at the discretion of the local governing body and as allowed by state law and borough code.

The FY10 program will commence with adequate public notice and scheduled community meetings held in conjunction with representing assembly members and borough staff. Additionally, the borough has determined a distribution process for which a representing entity may apply for and receive funding on behalf of its community. Funding will be provided for qualifying projects once a representing entity has completed an application request and grant agreement with the borough. It should be noted that recipients will be required to submit a report detailing project expenditures and completion before they are eligible to apply for and received future program funds. Please reference the draft timeline for program benchmarks and FY10 Community Revenue Sharing application.

Thanks for your consideration to enact this ordinance which will accept and appropriate $545,400 from DCCED for 27 unincorporated communities within the Kenai Peninsula Borough.

Attachments: Draft ordinance, program timeline, FY10 Community Revenue Sharing application
<table>
<thead>
<tr>
<th>Task</th>
<th>Purpose</th>
<th>Timeframe</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY09 community notifications (total = 26 communities and 38 representing entities)</td>
<td>FY09 program reporting and FY10 eligibility requirements</td>
<td>July/August</td>
<td>Varies by entity’s project</td>
</tr>
<tr>
<td>Draft ordinance</td>
<td>Accept and appropriate FY10 allocation</td>
<td>August/Sept</td>
<td>Legal review 08/14/09, assembly 09/01/09, hearing 10/13/09</td>
</tr>
<tr>
<td>Public notification</td>
<td>Community meetings</td>
<td>Sept/Oct</td>
<td>Sync with assembly members, KPB mayor/staff, community representatives</td>
</tr>
<tr>
<td>Application distr.</td>
<td>FY10 application process to potential entities</td>
<td>Sept/Oct</td>
<td>11/20/09 Completed applications returned to KPB</td>
</tr>
<tr>
<td>Draft grant agrmts</td>
<td>Approved entities/projects per individual grant agrmts</td>
<td>November</td>
<td>11/06/09 mailed for entities’ signatures</td>
</tr>
<tr>
<td>Draft resolution</td>
<td>Recognizing approved entities/projects’ grant agrmts</td>
<td>November</td>
<td>Legal review 11/13/09, assembly 12/01/09</td>
</tr>
<tr>
<td>Generate purchase orders</td>
<td>Distr. approved funding amounts to entities</td>
<td>Dec/Jan</td>
<td>POs to finance 12/04/09</td>
</tr>
<tr>
<td>Individual notification</td>
<td>Contact entities that may need to complete FY09 reporting requirements prior to being eligible for FY10 applications</td>
<td>January</td>
<td>Varies by entity’s project</td>
</tr>
</tbody>
</table>
What is the Community Revenue Sharing Program?

- The Alaska State Legislature has established the Community Revenue Sharing Program which provides funding to municipalities, unincorporated communities and native villages.

- The State will provide the community revenue sharing funds to the borough for distribution to the communities or for expenditure on behalf of the community. The program has been funded for three years. The 2009/2010 is the second Community Revenue Sharing program, and like the 2008/2009 allocation, the amount shall be $19,600 per eligible community.

Who is eligible to receive revenue sharing funds?

Communities must meet the following criteria to receive the revenue sharing allocation:

- **Population**: The community must have a population of 25 or more persons.

- **Eligible Recipients**: The allocation can be awarded to the borough, school district, an IRA council, community council, or a nonprofit corporation. The incorporated nonprofit entity must exist within the community to receive and spend the revenue sharing payments on behalf of the community.

- **Services**: An unincorporated community must provide at least three of the following services: 1) fire protection, 2) emergency medical, 3) water and sewer, 4) solid waste management, 5) public road or ice road maintenance, 6) public health and/or 7) search and rescue.

How can revenue sharing funds be used?

- Revenue sharing funds must be used for a public purpose. Eligible projects include purchasing equipment or supplies as well as operational costs such as fuel and utilities.

- The funds may be used for one project or may be divided among several projects.

- The funds can be held in reserve for the following year, thus allowing the community to combine two years’ funds for the expense of a larger project(s). Please be aware that an entity cannot hold the funds in reserve on behalf of its community. The entity must use the funds for the community’s approved project. This is particularly important if the entity elects to apply for 2009/2010 funds. Please reference #6 “Submit Report(s) to the Borough.”
Process for receiving revenue sharing funds

1. **Identify a project.** The community should identify a project or projects for revenue sharing funding. The total amount of 2009/2010 funding is limited to $19,600 per community.

2. **Identify a grant recipient.** Funding will be provided to the entity responsible for the project. A qualifying entity must be a nonprofit corporation in good standing with the State of Alaska. The applying entity shall submit a current biennial report determining good standing status.

3. **Return the completed request form.** Complete Funding Request Form to the KPB Community & Fiscal Projects Manager (address listed below). If the community wishes to reserve its funds for the following year, please indicate the appropriate box on the request form.

4. **Receive Borough Assembly approval.** The Borough Assembly must approve acceptance and appropriation of all grants, including revenue sharing funding. Approval of projects and recipients will be provided through adoption of a resolution. After the request has been approved by the Borough Assembly, the funding will be provided to the grant recipient.

5. **Grant agreement.** A community’s representing entity or entities must enter into a grant agreement with the borough prior to receiving any revenue sharing funds. The grant agreement will describe the project(s) to be completed for the community.

6. **Submit report(s) to Borough.** An entity receiving funds on behalf of the community will be responsible for spending the funds and submitting project reports to the Borough. Upon completion of the project, the entity will submit a report describing how the funds were used to complete the project. Copies of invoices, bills, checks, or other supporting documentation for expenses must be attached to the report. Please note that expenses must support the project descriptions as detailed in the entity’s original grant agreement as approved by the borough. Reporting project completion is particularly important should an entity wish to apply for 2009/2010 revenue sharing funds. For example, Entity A applied for and received funds for its community during the 2008/2009 program; however, Entity A has not completed the program to date. Entity A is ineligible to apply for the 2009/2010 program until the project has been completed and a report has been submitted to the borough. Again, all reporting requirements must be met before the community can receive additional revenue sharing funds.

Please don’t hesitate to contact me should you have additional questions or need specific clarification regarding the Community Revenue Sharing program.

Brenda Ahlberg 714-2153 or 1-800-478-4441
Community & Fiscal Projects Manager 714-2372 Fax
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna AK 99669 bahlberg@borough.kenai.ak.us
Kenai Peninsula Borough Assembly Committees
2009-2010

ASSEMBLY COMMITTEES
• Finance Committee
  Bill Smith, Chair
  Gary Superman, Vice Chair
  Ron Long

• Lands Committee
  Gary Knopp, Chair
  Charlie Pierce, Vice Chair
  Pete Sprague

• Policies & Procedures Committee
  Pete Sprague, Chair
  Paul Fischer, Vice Chair
  Bill Smith

• Legislative Committee
  Ron Long, Chair
  Hal Smalley, Vice Chair
  All Assembly Members

• President Pro Tem
  Bill Smith

OTHER BOROUGH & SCHOOL DISTRICT COMMITTEES
• KPB Emergency Planning
  Pete Sprague
  Gary Knopp, Alternate

• Planning Commission Representative
  Gary Knopp
  Bill Smith, Alternate

• School Board
  Hal Smalley
  Paul Fischer, Alternate

• KBEA Health Care
  Charlie Pierce
  Pete Sprague

• Kenai Peninsula Schools Activities Assoc.
  Vacant

SERVICE AREA BOARD LIAISONS
• Anchor Point Fire & EMS - Milli Martin
• Bear Creek Fire - Ron Long
• CES/CPEMS - Pete Sprague
• Central Peninsula General Hospital
  Hal Smalley, Gary Knopp
• Kachemak Emergency Service Area
  Milli Martin
• KPB Roads
  Gary Knopp, Charlie Pierce
• Lowell Point Emergency SA - Ron Long
• Nikiski Seniors - Gary Superman
• Nikiski Fire - Gary Superman
• North Peninsula Recreation - Gary Superman
• Seward/Bear Creek Flood SA - Ron Long
• South Peninsula Hospital - Milli Martin, Bill Smith

NON-BOROUGH COMMITTEES
• Cook Inlet Aquaculture
  Paul Fischer
  Ron Long, Alternate

• Cook Inlet R.C.A.C.
  Grace Merkes, Term Expires 2011

• Economic Development District
  Ron Long, Term Expires 12/31/10
  Hal Smalley, Term Expires 12/31/11

• Kenai Peninsula College Council
  Pete Sprague, Term Expires 06/30/11

• Kenai River Special Management Area Advisory Board
  Milli Martin
  Gary Superman, Alternate

• Prince William Sound R.C.A.C.
  Blake Johnson, Term 05/09