MAYOR'S REPORT TO THE ASSEMBLY

TO: Grace Merkes, Assembly President
    Kenai Peninsula Borough Assembly Members

FROM: John J. Williams, Kenai Peninsula Borough Mayor

DATE: July 08, 2008

Assembly Requests/Responses
   a. None

Agreements and Contracts
   a. Authorizing to award contract to Endries Company for the Soldotna High sports field.
   b. Authorization to award contract to AG and Building Supply for the Road Service Area Summer & Winter Road Maintenance East Region, Unit 2.
   c. Authorizing to award contract to Homer Roofing for the Nikolaevsk High School Re-Roof, phase 2.
   e. Approval of contract to Harmon Construction, Inc. for Seward Elementary multipurpose room acoustic wall carpet.
   f. Approval of contract to Décor Industries, Inc. for Tustumena Elementary School floor upgrade.
   g. Approval of contract to Homer Septic Service for Septic Tank pumping 2008, various facilities.
   h. Approval of contract to S & D Logging for Miller Loop #2 ROW Project.
   i. Approval of contract to Paul's Service for Togiak ROW Project.
   j. Approval of contract to S & R Enterprises for Slash at the Kenai FireWise Site, Kenai, Alaska.
   k. Authorization to award contract to Professional and Design Services for McNeil Canyon Elementary re-roofing.
l. Authorization to award contract to Case Interiors for Homer High pool locker rooms floors.

m. Authorization to award contract to S &R Enterprises for septic tank pumping 2008- various facilities.

Other


b. Litigation Report

JJW/bw
MEMORANDUM

TO: John J. Williams, Mayor

THRU: Mark Fowler, Purchasing/Contracting Officer
   Kevin Lyon, PW/MPD Director

FROM: Kyle Kornelis, Project Manager

DATE: June 4, 2008

SUBJECT: Authorizing Award of Contract for the SOHi Sports Field

The Purchasing Department solicited and opened bids for this project on May 19, 2008. The Invitation to Bid was advertised in the Peninsula Clarion and Anchorage Daily News on May 1 and May 8, 2008, and in the Homer News and Seward Log on May 8, 2008. Five bids were received and are recorded on the attached bid tabulation.

The project consists of furnishing all required labor, materials, and equipment necessary for the construction of a multi-use sports playing field at the Soldotna High School.

We ask that the Mayor award the contract to the lowest bidder, Endries Company, for the amount of $123,900.00.

Sufficient funding for the project has been secured. All expenditures for this project will be charged to available funds in account number 400.76020.06200.

Approved:

Mayor John J. Williams

Date: 6/6/08

FINANCE DEPARTMENT FUNDS VERIFIED

Acct. # 400.76020.06200.49101 ($123,900)

By: [Signature] Date: 6/4/08

KPB FINANCE ADMINISTRATION

RECEIVED JUN 04 2008
KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: Soldotna High School Sports Field

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>G&amp;H Construction</td>
<td>$190,197.91</td>
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<tr>
<td>Wolverine Supply</td>
<td>$142,625.00</td>
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<tr>
<td>Foster Construction</td>
<td>Non-Responsive</td>
</tr>
<tr>
<td>Southcentral Construction</td>
<td>$125,735.00</td>
</tr>
<tr>
<td>Endries Company</td>
<td>$123,900.00</td>
</tr>
</tbody>
</table>

DUE DATE: May 19, 2008 @ 2:00 PM

KPB OFFICIAL:
Mark Fowler, Purchasing & Contracting Officer
TO: John J. Williams, Mayor

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

FROM: Gary Davis, Roads Director
      Road Service Area

Signature: 

DATE: June 11, 2008

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

The Kenai Peninsula Borough opened proposals for the above referenced project on May 22, 2008. The request for proposals was advertised in the Peninsula Clarion on May 2, 11, and 14, 2008.

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.

East Region, Unit 2 received a proposal from AG & Building Supply, the only proposal. This contract is for work performed on an hourly basis and is controlled primarily by weather.

The RSA evaluation committee evaluated the proposal consistent with the criteria established in the RFP, and the RSA Board at their June 10, 2008 approved RSA Resolution 2008-05 Recommending Approval of Contract for Summer & Winter Road Maintenance for the East Region, Unit 2 to AG & Building Supply.

Funding is available in the FY2009 Road Service Area operating budget. Expenditures for the contracts will be charged to account number 236.33950.46910.

FINANCE DEPARTMENT FUNDS VERIFIED

Received: JUN 11 2008

KPB FINANCE ADMINISTRATION

Amount: $113,045.00 - 5/09
Acct. #236.33950.00000.46910

By: [Signature] Date: 6/11/08
MEMORANDUM

TO: John J. Williams, Mayor

THRU: Mark Fowler, Purchasing/Contracting Officer
       Kevin Lyon, PW/MPD Director

FROM: Tom Bartlett, Project Manager

DATE: June 12, 2008

SUBJECT: Authorizing Award of Contract for the Nikolaevsk High School Re-Roof, Phase 2.

The Purchasing Department solicited and opened bids for this project on May 29, 2008. The Invitation to Bid was advertised in the Peninsula Clarion and Anchorage Daily News on May 6 and May 13, 2008, and in the Homer News on May 8, 2008. Five bids were received and are recorded on the attached bid tabulation.

The project consists of furnishing all labor, materials, and equipment for a partial structural upgrade and re-roofing of approximately 9,000 SF of roof area, plus miscellaneous exterior & structural repairs.

We ask that the Mayor award the contract to the lowest bidder, Homer Roofing, for the amount of $78,500.00.

All expenditures for this project will be charged to available funds in account number 401.71090.03NVK.

Approved:

Mayor John J. Williams

6-18-08

FINANCE DEPARTMENT FUNDS VERIFIED

Acct. # 401.71090.03NVK.49101 ($78,500.00)

By: CPHW Date: 6/17/08
KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: Nikolaevsk High School Re-Roof

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>World Wide Roofing</td>
<td>$195,000.00</td>
</tr>
<tr>
<td>Homer Roofing</td>
<td>$78,500.00</td>
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<tr>
<td>Earhart Roofing</td>
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<td>Holden Company</td>
<td>$194,629.00</td>
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<tr>
<td>Endries Company</td>
<td>$215,000.00</td>
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DUE DATE: May 29, 2008 @ 2:00 PM

KPB OFFICIAL: Mark Fowler, Purchasing & Contracting Officer
MEMORANDUM

TO: John J. Williams, Mayor

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

FROM: Pat Malone, Project Manager & Acting Maintenance Director

DATE: June 12, 2008

SUBJECT: Authorization to Award Contract for Susan B. English and Port Graham Schools Flooring Replacement 2008

The Purchasing and Contracting Office formally solicited and received bids for the Susan B. English and Port Graham Schools Flooring Replacement 2008 project. Bid packets were released on May 16, 2008 and the Invitation to Bid was advertised in the Peninsula Clarion on May 11 and 12, 2008 and in the Homer News on May 15, 2008.

The project at Susan B. English School, Seldovia, Alaska, consists of removal and disposal of existing flooring, prepping the floor, and furnishing and installing approximately 5,106 square feet of glue-down carpet, and approximately 670 lineal feet of rubber wall base, any divider strips or other required accessories as specified in the bid documents.

The project at Port Graham School & Upper Teacherage, Port Graham, Alaska consists of removal and disposal of existing flooring, prepping the floor, and furnishing and installing approximately 1,083 square feet of glue-down carpet, and approximately 320 lineal feet of rubber wall base, any divider strips or other required accessories as specified in the bid documents.

On the due date of June 5, 2008, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of $34,935.00 was submitted by Floor-Ever, Inc., 47201 E. Poppy Lane, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 400.78050.08755.43011.

John J. Williams, Mayor

Date: 6-18-08

FINANCE DEPARTMENT
FUNDS VERIFIED

ACCT # 400.78050.08755.43011 AMT $ 34,935.00

BY: CISEW DATE: 6/19/08

KPB
FINANCE ADMINISTRATION
KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

**BID TAB FOR: S B English & Pt Graham Flooring Replacement 2008**

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
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<tbody>
<tr>
<td>Northwest Carpet</td>
<td>$34,228.00</td>
</tr>
<tr>
<td>Floor Ever</td>
<td>$33,188.25*</td>
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</tbody>
</table>

*Local preference applied

**DUE DATE:** June 5, 2008 @ 2:00 PM

**KPB OFFICIAL:**

Mark Fowler, Purchasing & Contracting Officer
CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S)

AT SEWARD ELEMENTARY SCHOOL, 606 SEALION DRIVE, SEWARD, ALASKA:

Provide all labor, materials, equipment, and tools to remove and dispose of the existing wall carpet, wall base and associated accessories, prepare the wall and furnish and install approximately 2,320 square feet of acoustical wall carpet, and approximately 230 lineal feet of rubber wall base, and any other required accessories as specified in the bid documents.

ACCOUNT DISTRIBUTION: 400.75010.06198.43011

DEPARTMENT/SERVICE AREA: MAINTENANCE DEPARTMENT

Contractor’s compensation will be:
TWENTY-FOUR THOUSAND FIVE HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS

Not to exceed $24,567.00

Insurance, if required: Auto $1,000,000.00
CGL $1,000,000.00
E & O $ N/A

Time schedule for performance will be COMPLETION BY AUGUST 15, 2008

The following attachments are incorporated herein by reference:
INVITATION TO BID RELEASED ON MAY 16, 2008, INCLUDING ADDENDUM NO. 1 AND INCLUSION OF TITLE 36 WAGES.

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

CONTRACTOR SIGNATURE

CONTRACTOR ADDRESS & PHONE NUMBER

P. O. BOX 1650
SEWARD, AK 99664-1650
(907) 224-7145

ACCEPTANCE BY KENAI PENINSULA BOROUGH
PURCHASE ORDER NO.

DEPARTMENT DIRECTOR OR DESIGNEE

MARK FOWLER
PURCHASING & CONTRACTING

MAYOR OR DESIGNATED OFFICIAL

RECOMMENDED BY

APPROVED AS TO FORM

DATE

DATE

DATE

REV. 7/21/06
MEMORANDUM

TO: John J. Williams, Mayor
THRU: Craig Chapman, Finance Director
       Mark Fowler, Purchasing & Contracting Officer
FROM: Pat Malone, Project Manager & Acting Maintenance Director
DATE: June 16, 2008
SUBJECT: Authorization to Award Contract for Seward Elementary School
         Multipurpose Room Acoustical Wall Carpet Replacement 2008

The Purchasing and Contracting Office formally solicited and received bids for the
Seward Elementary School Multipurpose Room Acoustical Wall Carpet Replacement
2008 project. Bid packets were released on May 16, 2008 and the Invitation to Bid was
advertised in the Peninsula Clarion on May 11 and 12, 2008 and in the Seward Phoenix
Log on May 15, 2008.

The project at Seward Elementary School, Seward, Alaska, consists of removal and
disposal of the existing carpet, wall base and associated accessories, preparation of the
wall, and furnishing and installing approximately 2,320 square feet of acoustical wall
carpet, and approximately 230 lineal feet of rubber wall base and any other required
accessories as specified in the bid documents.

On the due date of June 5, 2008, two (2) bids were received and reviewed to ensure that
all the specifications and delivery schedules were met. The low bid of $24,567.00 was
submitted by Harmon Construction, Inc., P. O. Box 1650, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account
number 400.75010.06198.43011.

John J. Williams, Mayor
Date 6–18–08

FINANCE DEPARTMENT
FUNDS VERIFIED
ACCT # 400.75010.06198.43011 AMT $ 24,567.00
BY: Cw DATE: 6/17/08
# KENAI PENINSULA BOROUGH
## PURCHASING & CONTRACTING

**BID TAB FOR:** Seward Elementary Multipurpose Room Acoustical Wall Carpet Replacement 2008

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID</th>
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<tbody>
<tr>
<td>Harmon Construction</td>
<td>$24,567.00</td>
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<tr>
<td>Floor Ever</td>
<td>$25,190.00</td>
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</table>

**DUE DATE:** June 5, 2008 @ 2:00 PM

**KPB OFFICIAL:** Mark Fowler, Purchasing & Contracting Officer
CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S)

AT TUSTUMENA ELEMENTARY SCHOOL, Kasilof, Alaska:

In Rooms 161 and 162:

Remove and dispose of approximately 229 square feet of existing vinyl tile and 1,579 square feet of glue-down carpet.

Prepare floor and furnish and install approximately 1,808 square feet of new vinyl composition tile and wall base as specified.

ACCOUNT DISTRIBUTION: 400.78050.08755.43011 DEPARTMENT/SERVICE AREA: MAINTENANCE DEPARTMENT

Contractor’s compensation will be:

SEVEN THOUSAND FIVE HUNDRED EIGHTY AND NO/100 DOLLARS Not to exceed $7,580.00

Insurance, if required: Auto $1,000,000.00 CGL $1,000,000.00 E & O $ N/A

Time schedule for performance will be: COMPLETION OF PROJECT NO LATER THAN AUGUST 1, 2008.

The following attachments are incorporated herein by reference:

INFORMAL REQUEST FOR QUOTE ISSUED JUNE 9, 2008, INCLUDING TITLE 36 WAGE INFO.

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

CONTRACTOR SIGNATURE X E L Cassel DATE June 17, 2008

RECOMMENDED BY:

DEPARTMENT DIRECTOR OR DESIGNEE DATE MARK FOWLER PURCHASING & CONTRACTING

ACCEPTANCE BY KENAI PENINSULA BOROUGH

PURCHASE ORDER NO. MAYOR OR DESIGNATED OFFICIAL DATE

REV. 7/2/98
Contractor's Printed Name: HOMER SEPTIC SERVICE
Contractor's Federal Tax Identification Number: 28-2178380

Job/Service Provided: SEPTIC TANK PUMPING 2008 - VAR. FACIL.

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

SEPTIC TANK PUMPING AT THE FOLLOWING LOCATIONS:

GROUP 1 - McNEIL CANYON ELEMENTARY SCHOOL

PER THE SPECIFICATIONS PROVIDED IN THE REQUEST FOR QUOTATION.

ACCOUNT DISTRIBUTION: 241.41010.00000.43780  DEPARTMENT/SERVICE AREA: MAINTENANCE DEPARTMENT

Contractor's compensation will be:

SIX HUNDRED AND NO/100 DOLLARS  Not to exceed $600.00

Insurance, if required:  Auto $1,000,000.00  CGL $1,000,000.00  E & O $ N/A

Time schedule for performance will be  COMPLETION BY AUGUST 15, 2008

The following attachments are incorporated herein by reference:

INFORMAL REQUEST FOR QUOTATION RELEASED ON APRIL 28, 2008.

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

CONTRACTOR SIGNATURE:  STEVE SIGARDIN
DATE: 6/10/08

RECOMMENDED BY:  MARK MILLER
DATE: 6-10-08

APPROVED AS TO FORM:  MARK FOWLER
DATE:  6-16-08

DEPARTMENT DIRECTOR OR DESIGNEE  DATE  PURCHASING & CONTRACTING  DATE

ACCEPTANCE BY KENAI PENINSULA BOROUGH:
PURCHASE ORDER NO.  PO33457

MAYOR OR DESIGNATED OFFICIAL  DATE

REV: 7/21/08
CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S):

Contractor is to provide all labor and equipment necessary to complete the Scope of Work for the Miller Loop #2 Rights-of-Way project. The Scope of Work consists of clearing dead and dying spruce bark beetle trees from rights-of-way, as shown on the attached project map; including parcels where abutting landowners have given permission to enter private property to remove those trees that upon falling could impact the road. This project is in the Nikiski area and includes the following roads: Kenai Spur Highway (approx. Mile 19), Miller Loop, Birch, Spruce, Dividend, Arness, Kayak, Jahwa, Hoyt, Warren, Nola, Bettyann, and Lower Salamatof.

Contractor's compensation will be: Not To Exceed Nine Thousand Nine Hundred Ninety Eight Dollars and no cents

Insurance, if required: Auto $1,000,000.00 CGL $1,000,000.00 E & O $0.00

Not to exceed $9,998.00

Time schedule for performance will be Project end date is thirty (30) business days after execution of contract.

The following attachments are incorporated herein by reference: Request For Quotes, Miller Loop #2 Rights-Of-Way Project; (6 pages); Signed Quote Form (3 pages); Addendum #1 (2-pages); Attachments 1 and 1-A (Project Map, Parcel Information List - 2 pages); Attachment A (State ROW Contract – 2 pages), and Attachment B (General Conditions of Contract - 7 pages).

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED IN THE ATTACHED GENERAL CONDITIONS.

CONTRACTOR SIGNATURE X DATE 6-5-08

RECOMMENDED BY:

DEPARTMENT DIRECTOR OR DESIGNEE DATE

APPROVED AS TO FORM:

MARK FOWLER PURCHASING & CONTRACTING DATE

ACCEPTANCE BY KENAI PENINSULA BOROUGH:

PURCHASE ORDER NO. PO33392

MAYOR OR DESIGNATED OFFICIAL DATE

Revised 11/4/2003
Attachment 1

Miller Lp 2 ROW Project

Legend
- Project Parcel
- Landscaped
- State ROW
- KPB ROW
- Road
- State Road

Vicinity Map

Project Area

Kenai Peninsula Borough (KPB)
Spruce Bark Beetle Mitigation Program (SBBMP)
Nancy Anderson, May 9, 2008, 11:57hrs

KPB or SBBMP are not responsible for errors, omissions, or deletions on this map. Discrepancies in feature or boundary alignments are due to use of data from different sources. This map is not a legal representation, is produced for general informational purposes only, and is not for sale.
Miller Lp 2 ROW Project

Legend
- Treatment Wanted
- Treatment Not Wanted
- Currently being treated in another project
- Treated in Previous Project
- State ROW
- KPB ROW
- No Response
- No Access
- Not Applicable
- Road
- State Road

Kenai Peninsula Borough (KPB) or SBBMP are not responsible for errors, omissions, or deletions on this map. Discrepancies in feature or boundary alignments are due to use of data from different sources. This map is not a legal representation, is produced for general informational purposes only, and is not for sale.
Contractor's Printed Name: Paul's Services
Contractor's Federal Tax Identification Number: 92-0046718
Job/Service Provided: Togiak ROW Project

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

CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S):
Contractor is to provide all labor and equipment necessary to complete the Scope of Work for the Togiak Rights-of-Way project. The Scope of Work consists of clearing dead and dying spruce bark beetle trees from rights-of-way, as shown on the attached project map; including parcels where abutting landowners have given permission to enter private property to remove those trees which upon falling could impact the road. This project is in the Nikiski area and includes the following roads: Kenai Spur Highway (approx. Mile 6), Togiak, Parkside, Eisenhower, Iowar, Primrose, Forget Me Not, Lupine, and Fireweed.

ACCOUNT DISTRIBUTION: 262.21320.07BT1.43011
DEPARTMENT/SERVICE AREA: Planning / SBB

- Check box if State Right of Way (ROW) Articles of the attached General Conditions apply (Articles 2.5.b, 5.3.b, 5.4.b and 5.5.b).
- Check box if Kenai Peninsula Borough Articles of the attached General Conditions apply (Articles 2.5.a, 5.3.a, 5.4.a and 5.5.a).

Contractor's compensation will be: Not To Exceed Twelve Thousand Three Hundred Thirty One Dollars and no cents (Not to exceed $12,331.00)

Insurance, if required: Auto $1,000,000.00  CGL $1,000,000.00  E & O $0.00
Time schedule for performance will be Project end date is thirty (30) business days after execution of contract.

The following attachments are incorporated herein by reference: Request For Quotes, Togiak Rights-Of-Way Project (5 pages); Signed Quote Form (3 pages), Attachment 1 and 1-A (Project Map, Parcel Information List - 2 pages), Attachment A (State ROW contract - 2 pages); and Attachment B (General Conditions of Contract - 7 pages).

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED IN THE ATTACHED GENERAL CONDITIONS.

CONTRACTOR SIGNATURE: X Paul Broderick DATE: 6-19-08

RECOMMENDED BY: [Signature] DATE: 6/19/08
DEPARTMENT DIRECTOR OR DESIGNEE: [Signature] DATE: 6-19-08
APPROVED AS TO FORM: [Signature] DATE: 6/19/08
MARK FOWLER PURCHASING & CONTRACTING DATE: 6-19-08

CONTRACTOR ADDRESS & PHONE NUMBER:
Paul’s Services
PO Box 836
Homer, AK 99603
(907) 235-8405 or (907) 399-4528

ACCEPTANCE BY KENAI PENINSULA BOROUGH:
PURCHASE ORDER NO: PO33517
DATE: 6/20/08

MAYOR OR DESIGNATED OFFICIAL: [Signature] DATE:

Revised 11/4/2003
CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S)

Contractor is to provide all labor and equipment necessary to properly stack/restack slash and other woody material located at the new Kenai FireWise Site, 2401 Redoubt Avenue (across from 4th Street), Kenai Alaska per the terms, conditions, and specifications of the 2008 STACKING OF SLASH AT THE KENAI FIREWISE SITE, KENAI ALASKA RFQ. Contractor is to consolidate existing slash on the site by stacking/restacking the existing slash against existing perimeter berm piles for future burning with an air curtain incinerator. Contractor is to separate out non-burnable materials (metals etc.) from slash and dispose of non-burnable materials at appropriate landfill.

Account Distribution: 262.21320.05BT1.43011
Department / Service Area: Planning / SBB

Contractor's compensation will be: Eight Hundred Seventy Four Dollars and No Cents

Insurance, if required: Auto $1,000,000.00 CGL $1,000,000.00 E & O $0.00

Time schedule for performance will be: Project work shall be completed by within 10 (ten) business days after execution of contract.

The following attachments are incorporated herein by reference:
Request For Quotes 2008 Stacking of Slash at the Kenai FireWise Site, Kenai Alaska (including signed quote form) – 3 pages

CONTRACTOR SIGNATURE

CONTRACTOR ADDRESS & PHONE NUMBER:
4419 K Beach Rd
S & R Enterprises
PO Box 59
Kenai, AK 99611
(907) 262-4160

ACCEPTANCE BY KENAI PENINSULA BOROUGH:
PURCHASING DEPARTMENT
907-262-4441

RECOMMENDED BY:

APPROVED AS TO FORM:

MARK FOWLER
PURCHASING & CONTRACTING

DEPARTMENT DIRECTOR OR DESIGNEE:

MAYOR OR DESIGNATED OFFICIAL:

REV: 7/21/06
6-11-2008
6-20-08
MEMORANDUM

TO: John J. Williams, Mayor
THRU: Craig Chapman, Finance Director
        Mark Fowler, Purchasing & Contracting Officer
FROM: Kevin Lyon, PW/MPD Director
        Tom Bartlett, Project Manager
DATE: 6/17/08
SUBJECT: Authorization to Award Contract for Professional and Design Services
For McNeil Canyon Elementary Re-Roofing

The Purchasing and Contracting Office formally solicited and received proposals for the Professional
and Design Services Contract for McNeil Canyon Elementary Re-Roofing. Proposal packets were
released on April 23, 2008 and the Request for Proposal was advertised in the Anchorage Daily
News and the Peninsula Clarion on April 23, 2008 and April 30, 2008 and the Homer News on April
24, 2008.

The project consists of design, create bid documents, and plan details for all the replacement
components needed for the McNeil Elementary Roof Systems.

On the due date of May 15, 2008, two (2) proposals were received and ranked by a review committee
as follows:

<table>
<thead>
<tr>
<th>FIRM</th>
<th>TOTAL SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architects Alaska</td>
<td>279</td>
</tr>
<tr>
<td>RIM Architects</td>
<td>271</td>
</tr>
</tbody>
</table>

The highest ranking proposal, which includes a cost factor, was submitted by Architects Alaska with
a lump sum cost proposal of $70,768.00. The proposal review committee recommends award of a
contract to Architects Alaska. Your approval for this award is hereby requested.
Funding for this project is in account number 401.71060.7ROOF.49311 and 49313.

John J. Williams, Mayor

Date

6-20-08

FINANCE DEPARTMENT
FUNDS VERIFIED

ACT # 401.71060.7ROOF.49311 ($69,115.00) &
401.71060.7ROOF.49313 ($1,653.00)

BY: Date: 6/17/08
PROPOSAL TO CONTRACT FOR SERVICES
KENAI PENINSULA BOROUGH
THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL

Purchasing Department
144 North Binkley Street
Soldotna, AK 99669
907-262-4441

Contractor's Printed Name
CASE INTERIORS

Contractor's Federal Tax Identification Number:
2.6-25.19.3

Job/Service Provided:
HOMER HIGH POOL LOCKER RMS FLOORS

CONTRACTOR WILL PROVIDE THE KENAI PENINSULA BOROUGH THE FOLLOWING SERVICE(S)
INSTALL MANNINGTON ASSURANCE II RESILIENT FLOORING AT HOMER HIGH SCHOOL POOL LOCKER ROOMS PER THE SPECIFICATIONS ISSUED IN THE INFORMAL REQUEST FOR QUOTE.

ACCOUNT DISTRIBUTION: 400.78050.08755.43011
DEPARTMENT/SERVICE AREA: MAINTENANCE DEPARTMENT

Contractor's compensation will be,
FOUR THOUSAND TWO HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ------------------------------.--------------- Not to exceed $ 4,255.00

Insurance, if required: Auto $ 1,000,000.00 CGL $ 1,000,000.00 E & O $ N/A

Time schedule for performance will be
SUBSTANTIAL COMPLETION BY AUGUST 6, 2008

The following attachments are incorporated herein by reference:
INFORMAL REQUEST FOR QUOTE ISSUED ON 6/2/08

CONTRACTOR ADDRESS & PHONE NUMBER:
P. O. BOX 2109
HOMER, AK 99603
(907) 399-3139

MARK FOWLER
Purchasing & Contracting

ACCEPTANCE BY KENAI PENINSULA BOROUGH:

REV: 7/21/08
Contractor's Printed Name: S&R ENTERPRISES, dba PENINSULA PUMP
Contractor's Federal Tax Identification Number: 92-015456

Purchasing Department
144 North Binkley Street
Soldotna, AK 99669
907-262-4441

Proposal to Contract for Services
Kenai Peninsula Borough
This proposal becomes a contract when accepted and signed by the Mayor or his designated official.

Job/Service Provided:
Septic Tank Pumping 2008 - Var. Facil.

Kenai Peninsula Borough

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

Septic Tank Pumping at the following locations:

- GROUP 2 - K BEACH ELEMENTARY, STERLING ELEMENTARY, TUSTUMENA ELEMENTARY, NIKISKI JR/SR HIGH, NIKISKI-NORTH STAR ELEMENTARY

PER THE SPECIFICATIONS PROVIDED IN THE REQUEST FOR QUOTATION.

Account Distribution: 241.41010.00000.43780
Department/Service Area: Maintenance Department

Contractor's compensation will be:
Six Thousand Thirty and No/100 Dollars - Not to exceed $8,030.00

Insurance, if required:
Auto $1,000,000.00
CGL $1,000,000.00
E & O $ N/A

Time schedule for performance will be COMPLETION BY AUGUST 15, 2008

The following attachments are incorporated herein by reference:
Informal Request for Quotation Released on April 29, 2008.

By signing below, the contractor hereby affirms that he or she has read and accepts all terms and conditions of this contract including the provisions contained on the reverse of this form.

CONTRACTOR SIGNATURE: Susan Hugman
DATE: 6-9-08

RECOMMENDED BY: [Signature]
DATE: 6-9-08

APPROVED AS TO FORM: [Signature]
DATE: [Signature]
DATE: 6-16-08

DEPARTMENT DIRECTOR OR DESIGNE

MARK FOWLER
PURCHASING & CONTRACTING

CONTRACTOR ADDRESS & PHONE NUMBER:
44196 K BEACH ROAD
SOLDOTNA, AK 99669
(907) 263-4446

ACCEPTANCE BY KENAI PENINSULA BOROUGH:
PURCHASE ORDER NO. P033401

REV: 7/21/06
Kenai Peninsula Borough unemployment statistics for the May 2008 reporting period have been received. Here are some of the highlights:

- May 2008 KPB's unemployment rate stood at 7.7%. This is an increase of 0.8% when compared to May 2007 when the rate stood at 6.9%.

- The year-to-date KPB unemployment rate for 2008 stands at 8.9% for the 5 months ending in May. This is an 0.8% increase over year-to-date unemployment for 2007, which was 8.2% for the same reporting period.

- Total workers unemployed in May 2008 stood at 2,069. This is an increase of 278 when compared to the total number of workers unemployed in May 2007, when the monthly figure stood at 1,791.

- The year-to-date average KPB unemployment for 2008 stands at 2,418. This is an increase of 188 when compared to the same period in 2007 when there were 2,230 unemployed workers.

- The total KPB labor force in May 2008 stood at 26,755 workers. This is a gain of 848 workers in the labor force over May 2007 when the total labor force equaled 25,907.

- The year-to-date average KPB labor force for 2008 currently stands at 25,403 as of May. This is an increase of 505 workers in the labor force when compared to the same period in 2007, which stood at 24,898.
• Total people employed in the KPB during May 2008 stood at 24,686. This is a gain of 570 people employed over in the same month in 2007 when total people employed in the KPB stood at 24,116.

• Total people employed year-to-date in the KPB as of May 2008 stood at 22,985. This is a gain of 317 persons working when compared to the same period of 2007 when 22,668 persons were employed.

In summary, the total Kenai Peninsula Borough labor force has increased by 505 persons over the first five months year-to-date figure of 2007. Total employment has also increased over the period, but to a lesser extent, increasing by 317 over the 2007 year-to-date figure. These increases result in an increased number of unemployed persons and the corresponding unemployment rate. Both the labor force and the number of employed persons have been greater than during 2007 in each of the first five months of the year. Because the labor force has been increasing at a rate faster than employment, the rate of unemployment has also grown with four of the first five months of 2008 having unemployment rates above those of 2007 when comparing month for month data.
Kenai Peninsula Borough Labor Statistics

<table>
<thead>
<tr>
<th>May 2007 v 2008</th>
<th>Annual Average Year-to-Date 2007 v Year-to-Date 2008</th>
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<tr>
<td></td>
<td>LABOR FORCE</td>
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<tr>
<td>2007</td>
<td>25,907</td>
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<tr>
<td>2008</td>
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### Kenai Peninsula Borough Employment Statistics

#### Annual Average History

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<tr>
<th>LABOR FORCE</th>
<th>UNEMPLOYMENT</th>
<th>UNEMPLOYMENT RATE</th>
<th>EMPLOYMENT</th>
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</thead>
<tbody>
<tr>
<td>Willing and able, working or not</td>
<td>Willing and able, not working</td>
<td>Unemployment divided by Labor Force</td>
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<td>2007</td>
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</table>

**YTD 2008*** 25,403 2,418 9.5% 22,985

**Best year**

**Worst year**

* - Not included in Best/Worst determination
TO: Grace Merkes, Assembly President  
Members of the Kenai Peninsula Borough Assembly

THRU: John J. Williams, Borough Mayor

FROM: Colette Thompson, Borough Attorney

DATE: June 26, 2008

SUBJECT: Litigation Status Report

Following is a summary of the major lawsuits in which the borough and school district are involved. This list does not include the real property tax foreclosures and numerous standard tax collection cases pursued by the borough.

1. **Alliance of Concerned Taxpayers, Inc. v. KPB.** Case No. 3KN-06-1129 CI. The Alliance of Concerned Taxpayers, Inc. sued the borough seeking a declaration and injunction that the borough may not increase the sales tax rate above 2 percent without approval of 60 percent of the people, to enjoin the borough from violating the initiative requiring 60 percent voter approval to spend more than $1 million on a capital improvement project, and asking the court to extend the prohibition against enacting contrary legislation for two years after the judge’s decision. On December 31, 2007, the court granted the borough’s motion for summary judgment, approving the 3 percent sales tax. The parties are in the process of preparing summary judgment motions on the capital improvement issue.

2. **Alliance of Concerned Taxpayers, Inc. v. KPB and KPBSD.** Case No. 3KN-07-896 CI. The Alliance of Concerned Taxpayers sued the borough and school district asking the court for injunctive and declaratory relief requiring the assembly and school board to vacate the seats occupied by members elected in October 2007 who had already served two consecutive terms. During the October 2007 election, the voters approved two initiatives that limit terms served by assembly and school board members to two terms. The initiatives applied to candidates who were elected in 2007 who had served two terms already. The parties filed cross motions for summary judgment, conducted oral argument and are awaiting a decision of the court.

3. **Dolifka v. KPB.** Case No. 3KN-07-875 CI. Following the passage in October 2007 of Initiative Ordinance 2007-01, which prohibits assembly members who have served two
consecutive terms from serving a third term without waiting three years, the assembly defeated motions to seat those elected assembly members who had served two terms. Mr. Dolifka filed this case asking the court to compel the assembly to seat these candidates. During its meeting of October 23, 2007, the assembly seated these members, and plaintiff withdrew his motion for injunctive relief. He then filed a motion for $9,500 in attorney fees, which the borough opposed. The court granted Mr. Dolifka’s motion but reduced the award to $4,250.

4. **Faulk v. KPB Board of Equalization.** Case No. 3KN-06-571 CI. David and Bonnie Faulk filed an appeal of the 2006 Board of Equalization decision. The Superior Court upheld the decision of the board of equalization. The Faulks appealed to the Alaska Supreme Court on May 30, 2007. Oral argument before the Supreme Court was held on April 22, 2008 and we are awaiting a decision.

5. **Grimm v. KPBSD.** Case No. 3KN-08-411 CI. Charles and Kathleen Grimm filed this lawsuit against the school district for injuries they allegedly sustained in February 2006. The Grimms were driving on the Sterling Highway, lost control of their car and slid off the road. While they were waiting for the tow truck a school district activity bus driver lost control of the bus and made contact with the rear corner of the Grimms’ car. Venue was changed from Anchorage to Kenai and discovery is in process.

6. **Horan v. KPB Board of Equalization, Pacific Park Limited Partnership.** Case No. 3KN-07-686 CI. Appeal of the July 11, 2007, board of equalization decision regarding the valuation of Pacific Park Limited Partnership apartments. Briefing by KPB is completed. Oral argument was held on April 8, 2008.

7. **Huffman v. KPBSD.** The parents of two students in the district brought suit to allow the children to attend school without the PPD tuberculosis testing or submitting the waive form signed by either an M.D. or D.O. that is required by state law. Plaintiffs claim that a waiver by a doctor of naturopathy is legally sufficient. Plaintiffs and the State filed cross motions for summary judgment, and the Borough opposed Plaintiff’s motion. Judgment was entered against the plaintiffs, who have appealed their case to the Alaska Supreme Court. Briefing is completed and we are waiting for a decision.

8. **KPB v. State Department of Natural Resources,** Case No. 3KN-00-30 CI. (Quartz Creek Appeal). The State Department of Natural Resources (DNR) issued an administrative decision that an RS 2477 trail exists in the Sunrise area. The borough challenges the existence of the trail and its location, which DNR has not surveyed. The trail may impact municipal entitlement lands, including lands that may have already been conveyed. The parties have negotiated a settlement, and the State has approved a vacation of the purported RS2477 and rededication of the trail. A vacation was approved by the planning commission and not vetoed by the assembly. The preliminary plat that will finalize the vacation is being challenged by Robert L. Baldwin, President, Friends of Cooper Landing, and the borough is presenting a revised preliminary plat to the Cooper Landing Advisory Planning Commission, which will then be submitted to the planning commission. Once the plat is approved, the parties will seek dismissal of the case.
9. **McDermot-Johnston v. KPB, et al.** Case No. 3KN-04-864 CI. Ms. Johnston, a minor, through her parents has sued the borough and other parties for injuries sustained when she fell from the balcony of the fire safety house during the home show in April 1999. The AML/JIA is providing defense for the borough, and discovery is close to completion. The parties are scheduling a mediation to be held within the next few weeks.

10. **Schade v. KPB.** Case No. 3HO-04-271 CI. Lloyd Schade filed suit against the Kenai Peninsula Borough for injuries sustained when he was driving on Brody Road and came upon the location where the bridge over the Ninilchik River had washed out. Mr. Schade claimed that he drove off of the bank and into the river. Discovery is in process, and the AML/JIA is providing defense for the borough. As Mr. Schade has passed away, this case is now being pursued by Mr. Schade’s estate and the parties have scheduled a mediation for July 14, 2008.

11. **U.S. v. McGahan, KPB, et al.** Case No. 3:08-CV-0087(USDC Alaska). This is an income tax foreclosure case. The borough is a named defendant due to its interest in taxes on the property subject to foreclosure. The borough only recently received notice of the case and waived formal service of process to save expenses. It has not yet filed a response.

12. **Warren v. KPB.** Case No. 3KN-07-1084 CI. Ms. Warren, a former borough employee, has sued the borough for disclosing information regarding her departure from the borough to a subsequent employer. The subsequent employer requested the information and provided the borough with a signed release, authorizing such disclosure. Trial has been scheduled for the week of April 20, 2009, and discovery is in process.

13. **Washington’s Army v. KPB.** Case No. 3SW-07-20 CI. Individuals who refer to themselves as Washington’s Army filed an appeal from the Mary Lowell replat which would finalize a partial vacation of Washington Street in Seward. The City of Seward is considering relocating the proposed Mary Lowell Center which would in effect moot the case for the “Army.” Therefore the “Army” has requested a stay to which the borough does not object as its only interest in this matter is approving a plat, regardless of when that approval occurs.