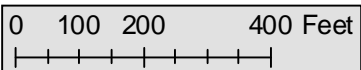
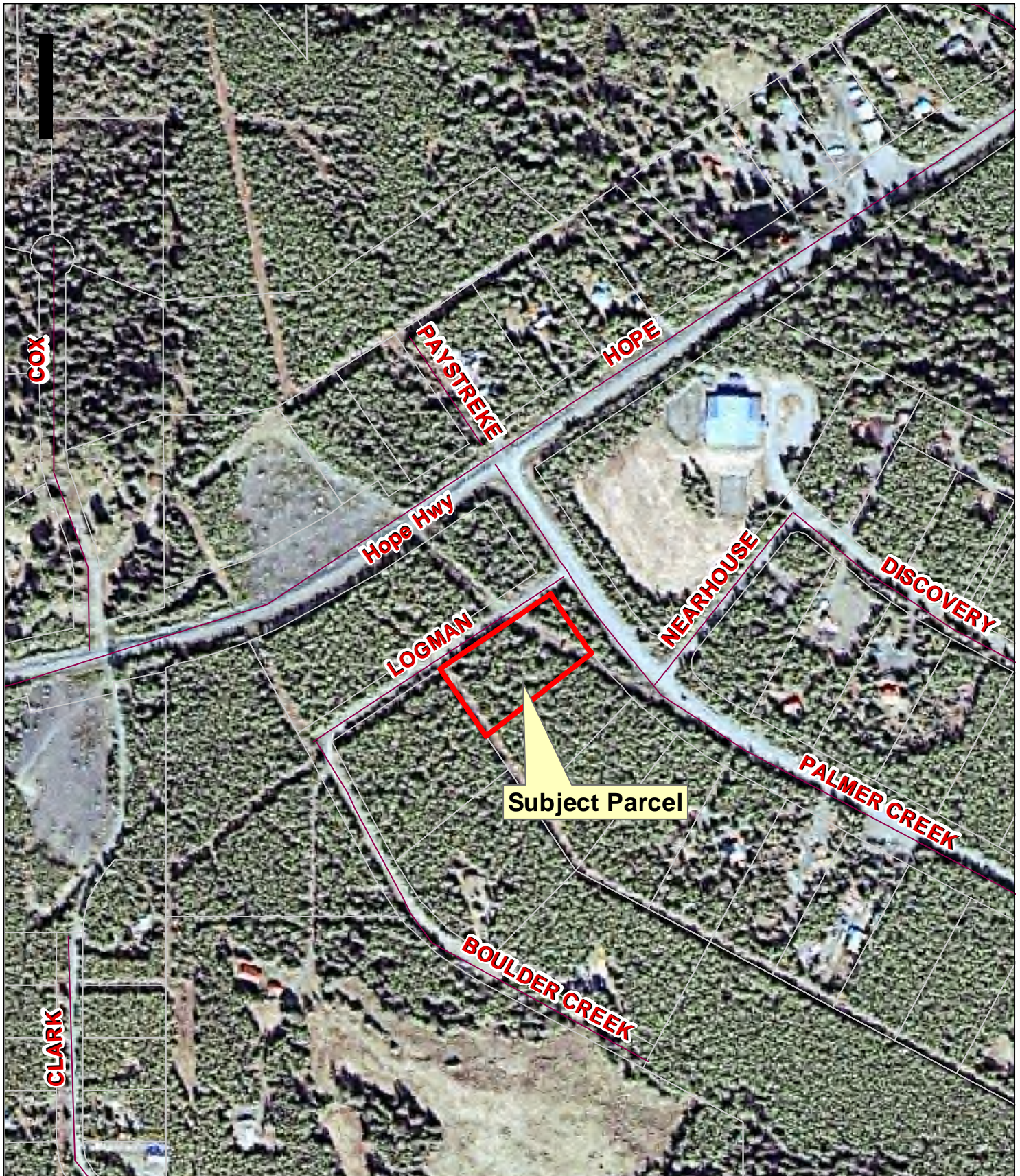


Offer to Lease  
Lot 12 Block 6 Nu-Hope Townsite Alaska Subdivision  
Hope, Alaska





## Mueller, Marcus

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**From:** Roop, Hunter - Western FSO [hunter.roop@usps.gov]  
**Sent:** Friday, May 30, 2008 11:13 AM  
**To:** Mueller, Marcus  
**Subject:** FW: Hope Post Office, Best and Final Offer Form  
**Attachments:** REQUEST FOR BEST & FINAL OFFERINGS-KPB.doc

Mr. Mueller:

Thank you for your continued interest in this project, and especially your responsiveness to my request for Best & Final offers.

The Site Review Committee (SRC) reconvened this morning with me by telecon to review the remaining offers. I am pleased to inform you that the SRC as opted to endorse the offering from the Kenai Borough as the site for the new post office in Hope. Beginning next week I will finalize the contract documents into a format to represent the proposal you have made, incorporating the additional language you have disclosed in the attached proposal, and will mail you three copies of the proposed Lease.

With your understanding and agreement, the way I would like to proceed would be for you to go ahead a place the review of this matter upon the Borough's meeting agenda under the express terms you have attached herewith. In the meantime, I should have the three copies of the Lease in your hands. Once the Borough approves the lease arrangement at their formal meeting, please have the requisite signatory sign all three copies of the Lease and return all of them to me for presentation to the Contracting Officer. Once the Contracting Officer has approved the lease proposal I will return a fully executed copy of the Lease to you for your file.

If at any time you have any questions about the process please contact me by email or give me a call at 303-220-6581.

W. Hunter Roop  
Project Manager

---

**From:** Mueller, Marcus [mailto:MMueller@borough.kenai.ak.us]  
**Sent:** Thursday, May 22, 2008 3:18 PM  
**To:** Roop, Hunter - Western FSO  
**Cc:** Williams, John; Navarre, Tim; Best, Max; Montague, Holly  
**Subject:** Hope Post Office, Best and Final Offer Form

Mr. Roop,

Please find attached the Best and Final Offer form on behalf of the Kenai Peninsula Borough. This form is intended to modify and clarify KPB's original offer to lease a parcel of Land in the Community of Hope for a Post Office. As you will note we have reformatted the rental amounts to fit the requested format of 5 year intervals. The rent basis remains consistent with a basis of \$3000.00 w/ 3% annual increase calculation, which is our estimate of a fair market lease rate for this property. As called for on the "Best and Final Offer Form", we have included specific terms and conditions that are to be amended into the lease based on legal review. You are welcome to contact us if you have any questions or concerns with the language proposed.

We appreciate this opportunity to clarify and modify our Offer to Lease.

MAM

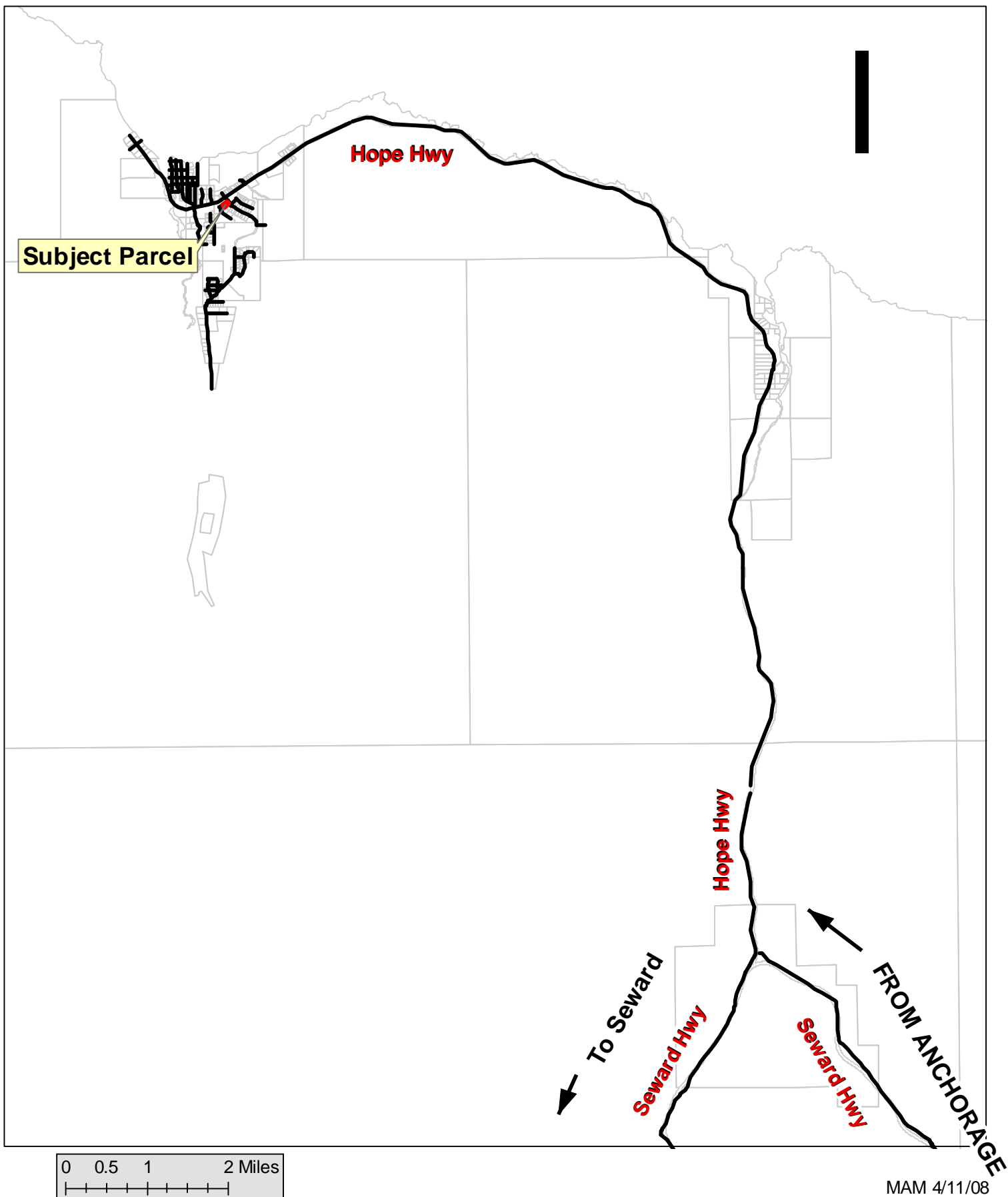
<<REQUEST FOR BEST & FINAL OFFERINGS-KPB.doc>>

**Marcus A. Mueller**

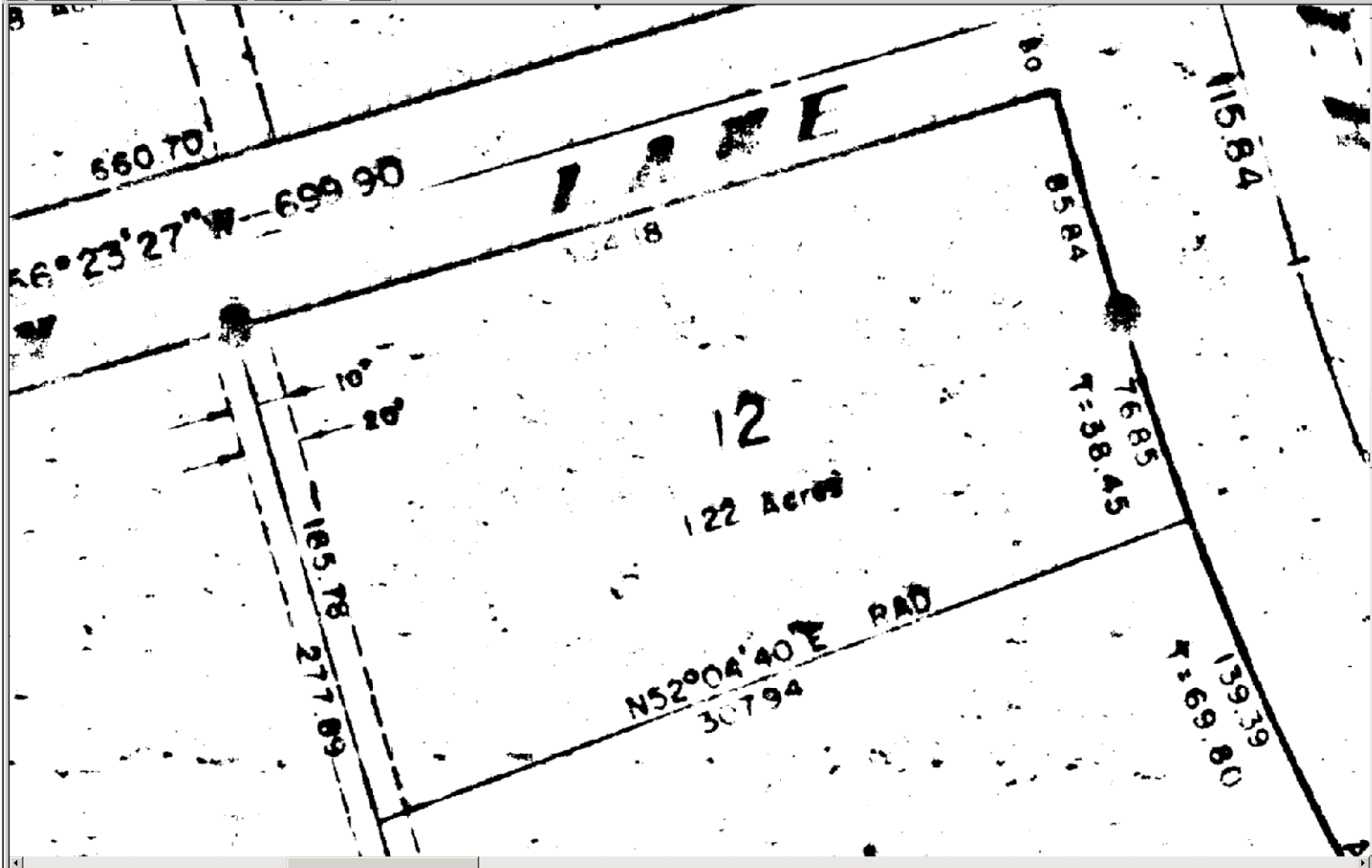
**Land Management Officer**

**Kenai Peninsula Borough**  
**144 N. Binkley**  
**Soldotna, AK 99669**  
**[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)**  
**907.714.2204**

Offer to Lease  
Lot 12 Block 6 Nu-Hope Townsite Alaska Subdivision  
Hope, Alaska



0 0.5 1 2 Miles





## **KENAI PENINSULA BOROUGH**

**Planning Department • Land Management Division**  
144 North Binkley Street • Soldotna, Alaska 99669-7520  
**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378  
Toll-free within the Borough: 1-800-478-4441, Ext. 2200  
[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**JOHN J. WILLIAMS**  
**BOROUGH MAYOR**

April 11, 2008

W. Hunter Roop  
USPS, WFSO  
160 Inverness Drive West, Suite 400  
Englewood, CO 80155

RE: Offer to Lease Lands in Hope Alaska

Dear Mr. Roop:

Thank you for working diligently with the community of Hope, Alaska. I am pleased to offer for your consideration a long-term lease on a vacant parcel of land fronting Logman Lane and having adjacent electric and phone utilities in the community of Hope for the purpose of a Main Post Office to serve Hope Alaska 99605.

This is a good faith offer, contingent on proper land classification and approval from the Kenai Peninsula Borough Assembly by Ordinance.

The basic terms of this offer consist of a 1.22 Parcel described as Lot 12 Block 5 Nu-Hope Townsite Alaska Subdivision at an initial rental of \$3000.00 per year, with rent increasing by 3% annually. The complete offer is contained in the attached USPS forms. Please find enclosed a draft lease for offering, attached maps locating the subject property, a copy of the Kenai Peninsula Borough's Patent title.

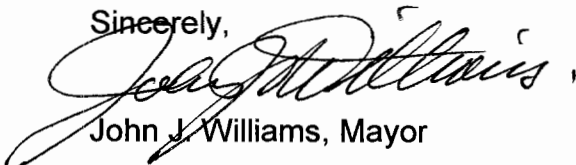
The points of contact for this offer include the following persons:

Max Best, Planning Director  
Kenai Peninsula Borough  
144 N. Binkley Street  
Soldotna, AK 99669  
907.714.2201  
[mbest@borough.kenai.ak.us](mailto:mbest@borough.kenai.ak.us)

Marcus Mueller, Land Management Officer  
Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna, AK 99669  
907.714.2204  
[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)

To the best of my knowledge, this property offered conforms to all property specifications required under the Solicitation of Proposals for Site in Hope, AK.

Sincerely,



John J. Williams, Mayor



# Ground Lease Agreement

Facility Name/Location

HOPE - MAIN OFFICE (023822-G02)  
UNKNOWN HOPE, AK 99605-9998

KENAI PENINSULA COUNTY  
Project: E6305b

1. This AGREEMENT, made and entered into on \_\_\_\_\_ by and between Kenai Peninsula Borough, 144 N Binkley St Soldotna AK, hereinafter, whether one or more, called 'Owner', and the United States Postal Service, hereinafter called 'Postal Service', an independent establishment of the Executive Branch of the United States Government, its successors and assigns, in accordance with the terms and conditions described herein and contained in the General Conditions to the U.S. Postal Service Ground Lease, Section A, attached hereto and made a part hereof.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Owner hereby demises and leases to the Postal Service those certain premises hereinafter referred to as the 'Demised Premises', and legally described as follows:

*Lot 12 Block G Nu-Hope Townsite, Alaska Subdivision  
according to Plat No. 49 records of the Seward Recording District  
within Section 34, T10N, R2W, Seward Meridian, Third Judicial District, State of Alaska*

3. TO HAVE AND TO HOLD the Demised Premises, together with the tenements, hereditaments, appurtenances, and easements thereunto belonging, FIXED TERM: The term beginning \_\_\_\_\_ and ending \_\_\_\_\_ for a total of 20 years. (Dates to be inserted by the Contracting Officer in accordance with the Construction Rider.)

4. The Postal Service shall pay the Owner an annual rental for the Demised Premises during the base period in the sum of: *\$ 3,000.00 per year for the first year and increasing 3% annually thereafter*  
*See Attached Rental Schedule*

Rent checks shall be disbursed as follows:

payable to: *Kenai Peninsula Borough  
144 North Binkley St.  
Soldotna AK 99669*

unless the Contracting Officer is notified, in writing, of any change in payee or addressee at least sixty (60) days before the effective date of the change.

5. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

RENEWAL OPTION	TERM NO. OF YEARS	PER ANNUM RENTAL
1	5	\$ _____ <i>See Attached</i>
2	5	\$ _____ <i>Rental Schedule</i>
3	5	\$ _____
4	5	\$ _____

provided that notice is sent, in writing, to the Lessor at least 60 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

6. This Agreement may be terminated by the Postal Service at any time by giving 30 days written notice to the Owner.



## Ground Lease Agreement

7. Upon request of the USPS, Owner shall provide complete documentation of owner's legal authority to execute this Agreement.

8. The Owner hereby agrees that upon execution of this Agreement by the Owner, the agents, employees or representatives of the Postal Service shall have the right, subject to the use made of the premises by the Owner, to enter upon the said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the Postal Service's contemplated use of the premises and all other acts necessary or incidental thereto.

9. The Owner covenants and warrants that the Postal Service shall quietly have, hold and enjoy the Demised Premises for the base period and all renewals and extensions thereof, if exercised, subject to the terms, covenants, conditions, provisions, and mortgages or other liens against the Demised Premises which are prior in time and in right to this Agreement. Any encumbrances on title shall be disclosed in writing to the Postal Service prior to the execution of this Agreement. The Owner agrees to furnish, in a form acceptable to the Postal Service, an agreement from such lienors that if they should ever foreclose or otherwise enforce their lien against the property they will do so subject to this Agreement and the rights of the Postal Service hereunder.

10. To the extent applicable, the Owner agrees to cooperate and assist in obtaining any permits, licenses or authorizations necessary and incidental to the construction or placement of improvements on the Demised Premises. Failure of the Owner to so cooperate and assist may be grounds for termination of this Agreement by the Postal Service.

11. The Postal Service shall have the right during the base period and any renewal or extension thereof, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Demised Premises in accordance with local codes and ordinances.

12. Upon the request of the Postal Service, the Owner shall at its expense, record this Agreement in the proper recording office. Said expense shall include all required fees.

13. The Postal Service may sublet or assign all or any part of the Demised Premises, including any improvements thereon, but shall not be relieved from any obligation under this Agreement except as may be agreed to by the Owner and the Postal Service. Each subletting or assignment shall be executed in writing by the sublessee or assignee who shall agree to be bound by and to perform the terms, covenants, and conditions of this Agreement.

14. Improvements, additions and alterations made to the Demised Premises by the Postal Service, its subtenants, or assignees at any time during the base period or any renewal or extension thereof, shall not be construed as diminishing the value of the Demised Premises or as leaving the Demised Premises in as good condition as existed at the time this Agreement was entered, upon the expiration or termination of this Agreement. All improvements, additions and alterations shall remain the personal property of the Postal Service, consistent with the terms of this Agreement. The Postal Service shall not be required to demolish or remove such improvements but may do so at its option without any liability to the Owner, within 60 days after expiration or termination of this Agreement, during which period no rental obligations shall accrue.

Should the Postal Service elect to remove its improvements, additions and alterations from the Demised Premises, the Postal Service shall return the Demised Premises in a condition consistent with good engineering practices, damages by the elements or circumstances beyond the control of the Postal Service excepted. This provision shall not require the replacement of trees, shrubs, ornamental vegetation, or any other improvements that may have existed on the Demised Premises prior to this Agreement.

15. 'Friable asbestos material' means any material containing more than 1% asbestos by weight that hand pressure can crumble, pulverize, or reduce to powder when dry. Sites cannot have contaminated soil, water or undisclosed underground storage tanks.

Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos or any other hazardous/toxic materials or substances as defined by applicable Local, State or





## Ground Lease Agreement

Federal law is subsequently identified on the premises, the Owner agrees to remove such materials or substances upon notification by the U.S. Postal Service at Owner's sole cost in accordance with EPA and/or State guidelines. If the Owner fails to remove the asbestos or hazardous/toxic materials or substances, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Owner by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Owner certifies:

- (1) The property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances including friable asbestos, as defined by applicable State or Federal law.
- (2) There are no undisclosed underground storage tanks or associated piping on the property.

The Owner hereby indemnifies the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any violation of this clause.

Paragraph 16 is applicable when a modular unit or trailer will be placed on the Demised Premises.

16. It is mutually understood that the Postal Service desires to place a modular building or trailer on the Demised Premises. The modular building or trailer, all improvements incident thereto, and all fixtures, machinery, and equipment added to the building, shall remain the personal property of the Postal Service and may be removed from the Demised Premises only by the Postal Service, at any time consistent with the terms of this Agreement.

17. The terms and provisions of this Agreement and the conditions herein are binding on the Owner and all heirs, executors, administrators, successors, and assigns.

18. The following additional provisions, modifications, riders, layouts, exhibits, and/or forms were agreed upon prior to execution of this Agreement and are attached hereto and made a part hereof:

*This offer is subject to Approval of the Kenai Peninsula Borough Assembly by Ordinance including approval of terms including but not limited to Insurance & Indemnification*

19. The following paragraphs were deleted prior to execution of this Agreement:

20. The undersigned has completed and attached hereto Representations and Certifications.



## General Conditions to USPS Ground Lease

### FacilityName/Location

HOPE - MAIN OFFICE (023822-G02)  
UNKNOWN HOPE, AK 99605-9998

KENAI PENINSULA COUNTY  
Project: E63055

### SECTION A

#### A.1 DEFINITIONS

As used in this contract, the following terms have the following meanings:

a. "Contracting officer" means the person executing this contract on behalf of the Postal Service, and any other employee who is a properly authorized contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.

b. "Successful offeror," "offeror," "owner," "contractor," or "Lessor" are interchangeable and refer to the party whose proposal is accepted by the Postal Service.

c. "Lease" and "agreement" are interchangeable and refer to this document, including all riders and attachments thereto.

#### A.2 CONTINGENT FEES

a. The offeror warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies maintained by the lessor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration, or otherwise recover from offeror the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

#### A.3 ASSIGNMENT OF CLAIMS

a. If this contract provides for payments aggregating \$10,000 or more, claims for moneys due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with

1. The contracting officer; and
2. The surety or sureties upon any bonds.

b. Except with the written consent of the Contracting Officer, assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, so long as such transfer is subject to this agreement.

#### A.4 EXAMINATION OF RECORDS

a. The Postal Service and its authorized representatives will, until three years after final payment under this contract, or for any shorter period specified for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract.

b. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes:

1. Purchase orders; and
2. Subcontracts for public utility services at rates established for uniform applicability to the general public

#### A.5 GRATUITIES

a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the contractor or the contractor's agent or other representative -

1. Offered or gave a gratuity (such as a gift or entertainment) to an officer or employee of the Postal Service; and
2. Intended by the gratuity to obtain a contract or favorable treatment under a contract.

b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### A.6 CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.



## General Conditions to USPS Ground Lease

1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.
  2. For contractor claims exceeding \$50,000, the contractor must submit with the claim a certification that -
    - (a) The claim is made in good faith;
    - (b) Supporting data are accurate and complete to the best of the contractor's knowledge and belief; and
    - (c) The amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable.
  3.
    - (a) If the contractor is an individual, the certification must be executed by that individual.
    - (b) If the contractor is not an individual, the certification must be executed by-
      - (1) A senior company official in charge at the contractor's plant or location involved; or
      - (2) An officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.
  - e. For contractor claims of \$50,000 or less, the contracting officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor-certified claims over \$50,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.
  - f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.
  - g. The Postal Service will pay interest on the amount found due and unpaid from-
    1. The date the contracting officer receives the claim (properly certified if required); or
    2. The date payment otherwise would be due, if that date is later, until the date of payment.
  - h. Simple interest on claims will be paid at a rate determined in accordance with the interest clause.
  - i. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.
- A.7 EQUAL OPPORTUNITY**
- a. The contractor may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.
  - b. The contractor must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor must send to each union or workers' representative with which the contractor has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the contractor's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.
  - d. The contractor must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor must furnish all information and reports required by the Executive order, and by the rules, regulations, and orders of the Secretary, and must permit access to the contractor's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.
  - f. If the contractor fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the contractor may be declared ineligible for further contracts in accordance with the Executive order; and other sanctions may be imposed and remedies invoked under the Executive order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.
  - g. The contractor must insert this clause, including this paragraph g. in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive order. The contractor must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the contractor becomes involved in, or is threatened with, litigation as a result, the contractor may request the Postal Service to enter into the litigation to protect the interests of the Postal Service.
  - h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.
- A.8 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**
- If this contract provides for payments aggregating \$10,000 or more, the following clause is applicable.
- a. The contractor may not discriminate against any employee or applicant because that employee or applicant is a disabled veteran or veteran of the Vietnam era, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).
  - b. The contractor agrees that all suitable employment openings of the contractor existing at the time of the execution of this contract or occurring during its performance (including those not generated by this contract and those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates) will be listed at an



## General Conditions to USPS Ground Lease

appropriate local office of the State employment service system where the opening occurs. The contractor further agrees to provide such reports to the local office regarding employment openings and hires as may be required. State and local government agencies holding Postal Service contracts of \$10,000 or more will also list all their suitable openings with the appropriate office of the State employment service.

c. Listing of employment openings with the employment service system will be made at least concurrently with the use of any other recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the contractor from any other requirements regarding nondiscrimination in employment.

d. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. The contractor may advise the State system when it is no longer bound by this clause.

e. Paragraphs b, c, and d above do not apply to openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the contractor decides to consider applicants outside its own organization or employer/union arrangements for that opening.

### f. Definitions

1. "All suitable employment openings" includes openings that occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement or openings in an educational institution that are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to national security, or when the requirement of listing would otherwise not be in the best interests of the Postal Service.
2. "Appropriate office of the State employment service" means the local office of the Federal/State national systems of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled.
3. "Openings the contractor proposes to fill from within its own organization" means employment openings for which persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) will not be considered and includes any openings the contractor proposes to fill from regularly established "recall" lists.
4. "Openings the contractor proposes to fill under a customary and traditional employer/union hiring arrangement" means employment openings the contractor proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.

g. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

h. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules, regulations, and relevant orders of the Secretary.

i. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.

j. The contractor must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

k. The contractor must include this clause in every subcontract or purchase order of \$10,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

### A.9 BANKRUPTCY

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor will furnish, by certified mail, written notification of the bankruptcy to the contracting officer responsible for administering the contract. The notification must be furnished within five days of the initiation of the bankruptcy proceedings. The notification must include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Postal Service contracts and contracting officers for all Postal Service contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this contract.

### A.10 RECORDING

Recording Not Required





## Tax Rider Reimbursement of Paid Taxes/98

Assessor's Parcel Number: 035-310-12

a. Definitions

Ad Valorem means according to the value of the property.

Property Tax Rate is an amount expressed as dollars and cents per \$100.00 or per \$1,000.00 of assessed value or as mills per \$1.00 of assessed value as set by authorities for tax jurisdictions.

Real Property Taxes, as used in this clause, shall mean those taxes, including *ad valorem* taxes, special assessments, fees and charges, that are assessed against any or all taxable real property appearing on the assessment roll or list in a taxing authority's jurisdiction and that are identified by a taxing authority for the support of government activities within its jurisdiction, whether such activities are general or specific. Real Property Taxes also include administrative charges or fees imposed by a taxing authority for the support of its tax assessment and collection activities.

b. The lessor agrees to pay all taxes of any kind, including Real Property Taxes, special assessments, and charges and fees of every kind and nature levied on the Demised Premises.

c. The Postal Service will reimburse Lessor for paid Real Property Taxes, as defined above, only under the following terms:

1. Lessor may submit not more than one request for reimbursement in any calendar year, irrespective of the number of taxing authorities included; and reimbursement will be made **not more than one time annually by the Postal Service.**
2. No reimbursement will be made for fines, penalties, interest or costs imposed for late payment.
3. Reimbursement will be made only for paid taxes, less the maximum discount allowed by the taxing authority for prompt or early payment, regardless of whether Lessor actually received any such discount.
4. Notwithstanding anything contained in section c.3 above, in the case of a special assessment for which a taxing authority permits or prescribes installment payments that extend beyond the lease term, reimbursement will be made only for those installments that are required to be made during the lease term, regardless of whether Lessor pays in full or otherwise adjusts the payment schedule within the lease term.
5. Reimbursement will be made only for taxes levied for periods of time within the term of this Lease.
6. In order to qualify for reimbursement, the tax bill as issued by the taxing authority must pertain only to the Demised Premises, and to no other real property.
7. **Lessor must provide copies of the front and back of the complete tax bill issued by the taxing authority, along with satisfactory proof of payment.** Satisfactory proof of payment shall be (i) a receipt for payment shown on the face of the tax bill, (ii) a copy of the front and back of the canceled payment check, (iii) a statement from a lender verifying payment of the tax, or (iv) other documentation satisfactory to the Postal Service.
8. Incomplete or improper requests for reimbursement will be returned to Lessor without payment.
9. **The Postal Service is not required to reimburse paid taxes unless the request for reimbursement is made within 18 months after the close of the tax year.**

d. The Lessor must promptly furnish to the Postal Service copies of all notices that may affect the valuation of the Demised Premises for Real Property Tax purposes or that may affect the levy or assessment of Real Property Taxes thereon. If Lessor does not timely furnish such notices relating to valuation changes or the levy or assessment of taxes or fails to meet any legal prerequisite for appeal and the Postal Service loses the right to contest the validity or the amount of the taxes, then the Postal Service shall be responsible to reimburse Lessor for only 75% of the reimbursable taxes due for the year involved.

**USPS Lease Offer  
RENTAL SCHEDULE**

Lease Year	Annual Rental Amount	
1	\$3,000.00	Original Term
2	\$3,090.00	
3	\$3,182.70	
4	\$3,278.18	
5	\$3,376.53	
6	\$3,477.82	
7	\$3,582.16	
8	\$3,689.62	
9	\$3,800.31	
10	\$3,914.32	
11	\$4,031.75	
12	\$4,152.70	
13	\$4,277.28	
14	\$4,405.60	
15	\$4,537.77	
16	\$4,673.90	
17	\$4,814.12	
18	\$4,958.54	
19	\$5,107.30	
20	\$5,260.52	Subtotal: \$80,611.12
21	\$5,418.33	1st Renewal Term
22	\$5,580.88	
23	\$5,748.31	
24	\$5,920.76	
25	\$6,098.38	Subtotal: \$28,766.67
26	\$6,281.33	2nd Renewal Term
27	\$6,469.77	
28	\$6,663.87	
29	\$6,863.78	
30	\$7,069.70	Subtotal: \$33,348.45
31	\$7,281.79	3rd Renewal Term
32	\$7,500.24	
33	\$7,725.25	
34	\$7,957.01	
35	\$8,195.72	Subtotal: \$38,660.00
36	\$8,441.59	4th Renewal Term
37	\$8,694.83	
38	\$8,955.68	
39	\$9,224.35	
40	\$9,501.08	Subtotal: \$44,817.53
41	\$9,786.11	5th Renewal Term
42	\$10,079.70	
43	\$10,382.09	
44	\$10,693.55	
45	\$11,014.36	Subtotal: \$51,955.80
		Grand Total: \$278,159.58



Ground Lease

EXECUTED BY LESSOR this 11<sup>th</sup> day of April, 2008.

CORPORATION

Affix Corporate Seal

Robert D. Williams "Mayor"  
Print Name & Title

[Signature]  
Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: 144 N Binkley St  
Soldotna AK 99669

Telephone No: (907) 714-2200

Taxpayer ID: \_\_\_\_\_

Beverley D Dorse  
Witness

\_\_\_\_\_  
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: \_\_\_\_\_

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Signature of Contracting Officer

\_\_\_\_\_  
Address of Contracting Officer

# State of Alaska



## Patent

No. 939

Know All Men By These Presents that the State of Alaska in consideration of the sum of  
 ONE AND NO/100----- DOLLARS,  
 lawful money of the United States and other good and valuable consideration, now paid, the receipt  
 whereof is hereby acknowledged, does hereby grant to KENAI PENINSULA BOROUGH,  
 A Second Class Borough organized and existing pursuant to the Laws  
 of the State of Alaska,  
 its successors,  
 and assigns all the real property situated in the Borough of Kenai Peninsula,  
 State of Alaska, described as follows:

- BLOCK 1: LOTS 1 AND 4
- BLOCK 5: LOT 2
- BLOCK 6: LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,  
12, 13, 14, AND 15
- BLOCK 7: LOTS 2, 3, 4, 5, 6, 7, 8, AND 9
- BLOCK 8: LOTS 1, 2, 3, 4, AND 5

*error*  
*47.61*  
*correct*

EMBRACED IN NU-HOPE TOWNSITE ALASKA SUBDIVISION, CONTAINING  
 47.61 ACRES MORE OR LESS ACCORDING TO SURVEY PLAT NO. 49  
 FILED IN THE SEWARD RECORDER'S OFFICE ON JULY 12, 1967,  
 SERIAL NO. 67-249, LOCATED IN PROTRACTED TOWNSHIP TEN (10)  
 NORTH, RANGE TWO (2) WEST, SEWARD MERIDIAN.

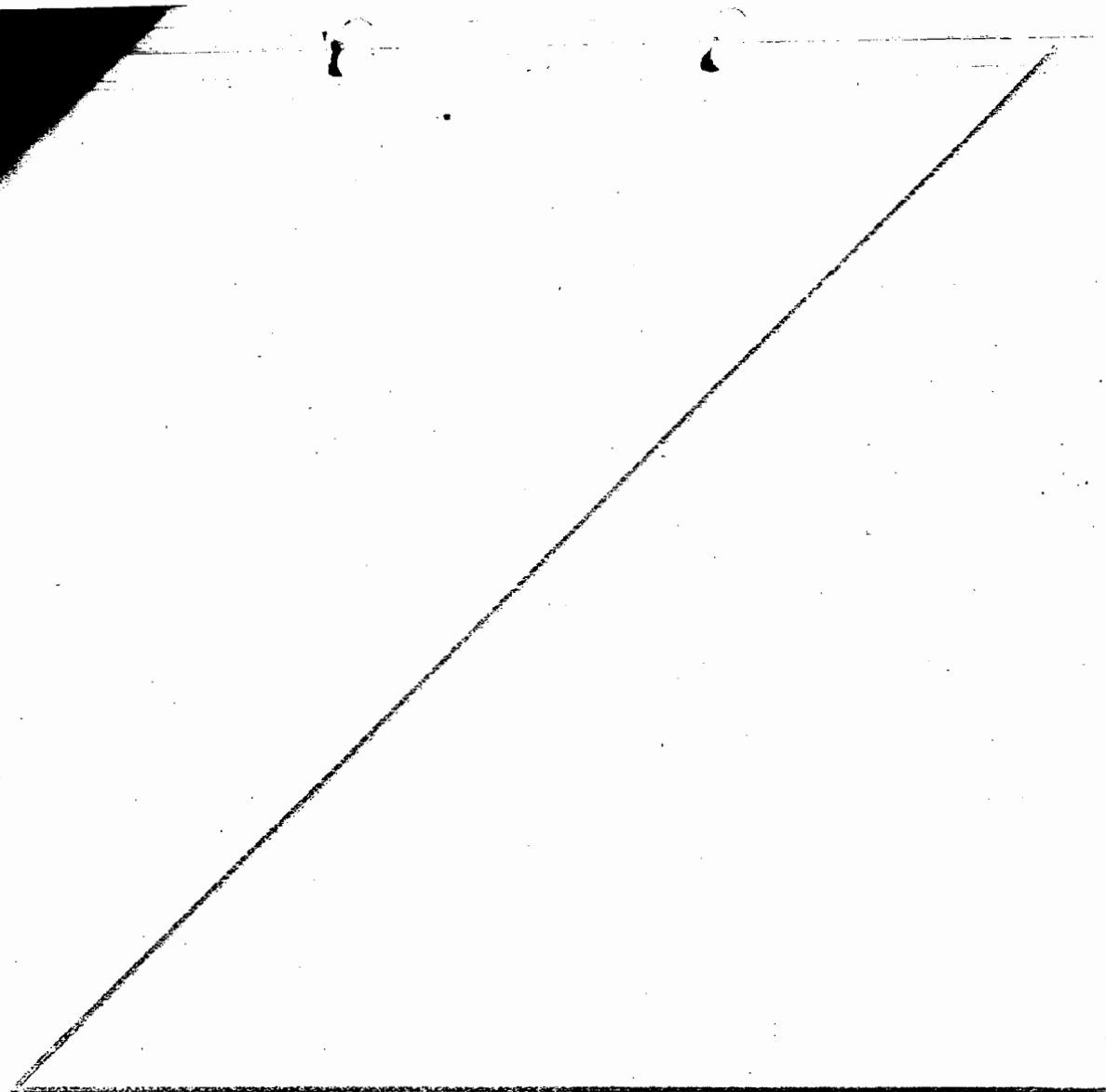
SUBJECT TO: PLATTED EASEMENTS, VALID EXISTING RIGHTS-OF-WAY,  
 AND A UTILITY EASEMENT GRANTED TO CHUGACH ELECTRIC ASSOCIATION  
 ACROSS THE NORTHERLY TEN (10) FEET OF LOT 13, BLOCK 6, AND  
 FURTHER SUBJECT TO TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.

47.61  
 10.23  
 57.84

*in*  
*8-13-68*  
*dm*

*see 815-6945*





Township 10 NORTH Range 2 WEST SEWARD Meridian MEAD

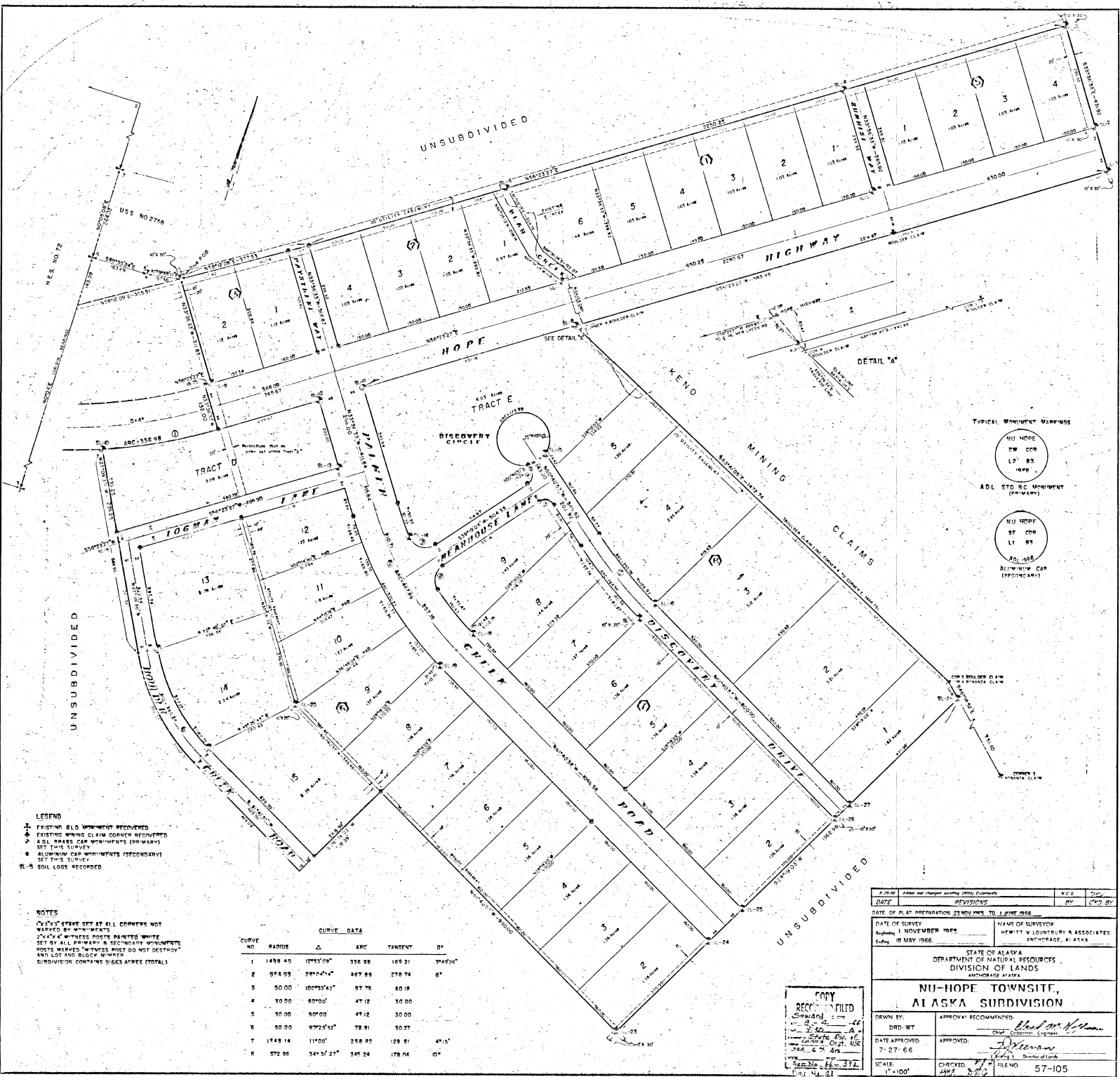
Alaska, according to the official survey thereof save and except those restrictions appearing in the Federal Patent or other conveyance by which the Grantor acquired title and further, Alaska, the Grantor, expressly reserves, out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power-lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

~~To Have and to Hold~~ **To Have and to Hold** the said land with the appurtenances thereof unto the said Grantee and ~~its successors~~ **its successors** and assigns forever.

**In Testimony Whereof** the State of Alaska has caused these presents to be executed by the Director of the Division of Lands and the Seal of the State to be hereunto affixed this 22nd day of July, A.D. 1969.

*J. Keenan*  
Director, Division of Lands

State Record of Patents  
Vol. X  
Page 39



**LEGEND**

- 1 EXISTING OLD MONUMENT RECOVERED
- 2 EXISTING MINING CLAIM CORNER RECOVERED
- 3 ADL BRASS CAP MONUMENTS (PRIMARY) SET THIS SURVEY
- 4 ALUMINUM CAP MONUMENTS (SECONDARY) SET THIS SURVEY
- 5-5 SOIL LOGS RECORDED

**NOTES**

1/4" X 1/4" STAKE SET AT ALL CORNERS NOT MARKED BY MONUMENTS

2" X 4" WITNESS POINTS PAINTED WHITE SET BY ALL PRIMARY & SECONDARY MONUMENTS

POINTS MARKED "WITNESS POINT" DO NOT DESTROY AND LOT AND BLOCK NUMBERS

SUBDIVISION CONTAINS 5168 ACRES (TOTAL)

CURVE NO.	RADIUS	Δ	ARC	TANGENT	D°
1	1438.40	12°53'06"	336.98	169.21	3°49'26"
2	954.93	28°42'44"	467.89	238.74	8°
3	50.00	100°53'42"	87.78	60.18	
4	30.00	80°00'	47.12	30.00	
5	30.00	90°00'	47.12	30.00	
6	50.00	97°25'32"	78.91	50.37	
7	1748.14	11°00'	258.89	129.81	4°15'
8	372.96	34°37'21"	345.24	178.04	10°

TYPICAL MONUMENT MARKINGS



ADL STD. BC MONUMENT (PRIMARY)



ALUMINUM CAP (SECONDARY)

DATE	REVISIONS	BY
DATE OF SURVEY	NAME OF SURVEYOR	
STATE OF ALASKA		
DEPARTMENT OF NATURAL RESOURCES		
DIVISION OF LANDS		
ANCHORAGE, ALASKA		
NU-HOPE TOWNSITE, ALASKA SUBDIVISION		
DRAWN BY:	APPROVAL RECOMMENDED:	
DATE APPROVED:	APPROVED:	
SCALE:	CHECKED:	FILE NO.

**COPY RECORDED FILED**

SEARCHED INDEXED SERIALIZED FILED

NOV 27 1966

ANCHORAGE, ALASKA

FILE NO. 66-372

SHEET 2 OF 2

**HOPE, AK**  
**PROPOSED NEW MAIN POST OFFICE**  
**SOLICITATION FOR SITES**

**CALL FOR BEST & FINAL OFFERS**

Background. The Postal Service published its initial Solicitation for Sites during the period 06/06/05 – 07/08/05. A number of site offerings were received and evaluated by the postal Site Review Committee (SRC). Out of the array of site offerings a single site was identified by the SRC as being the preferred site. However, during the official Community Contact Process a certain contingent of Hope citizens expressed dissatisfaction with the preferred site and petitioned the Postal Service to consider an alternative site, which site the dissatisfied contingent of citizens felt would better meet community expectations. The Postal Service responded to the petition by giving consideration to the alternative offering. The SRC reconvened on 04-21-08, reviewed both sites and compared and contrasted the two site offerings from a developmental, operational, and economic perspective.

Accordingly, it was determined that a fair comparison between the two offerings could not be made without calling for *Best & Final Offers* for the purpose of quantifying and qualifying differences between the two offers.

Therefore, please respond by email to this request for *Best & Final Offers* by supplying the information indicated below. Enter an appropriate entry where indicated, or insert the word “none” or “not applicable” if appropriate, but do not leave an entry blank. Failing to make an entry of any kind, or failing to respond by the deadline specified is cause to have your entire offering rejected due to “non-responsiveness. The deadline for response is 5:00pm 05/23/08.

If you have any questions please call W. Hunter Roop at 303-220-6581.

**BEST & FINAL RESPONSE ISSUES:**

1. Confirm/Revise Rental Rates. Enter annual rental rates in US dollars in each of the spaces indicated below: (Each space must contain a specific dollar amount.)

20 Year Base Term

Years 1 – 5 = **\$ 3,185.48/Annum**

Years 6 – 10 = **\$ 3,692.85/Annum**

Years 11 – 15 = **\$ 4,281.02/Annum**

Years 16 – 20 = **\$ 4,962.88/Annum**

First Five Year Renewal Option = **\$ 5,753.33/Annum**

Second Five Year Renewal Option = **\$ 6,669.69/Annum**

Third Five Year Renewal Option = \$ 7,732.00/Annum

Fourth Five Year Renewal Option = \$ 8,963.51/Annum

2. Legal Review. Site offerors have a copy of the proposed Lease already in their possession. It is expected that if any particular offeror requires a legal review of the Lease documents that this will already have been performed by the deadline specified. Therefore, please complete this section by placing a check mark in Block A and making any appropriate entries in Block B.

Block A: Legal review has been completed: YES

Block B: Legal counsel raises the following issues relative to the Lease documents: (An entry of "none" is acceptable, otherwise list specific issues. Use additional sheets if necessary).

*Amend Section 13 of the lease to include the following:*

The Postal Service may sublet or assign all or any part of the Demised Premises, including any improvements thereon, but shall not be relieved from any obligation under this Agreement except as may be agreed to by the Owner and the Postal Service. Each subletting or assignment shall be executed in writing by the sublessee or assignee who shall be bound by and to perform the terms, covenants and conditions of this Agreement. The owner shall have the right to review and approve any assignment or sublease, and the owner shall not unreasonably withhold approval.

*Amend Section 14 of the lease to include the following:*

The Postal Service shall not be required to demolish or remove such improvements but may do so at its option without any liability to the Owner within 120 days after expiration or termination of this Agreement, during which period no rental obligations shall accrue. Unless otherwise mutually agreed to in writing, any such improvements remaining on the property of the Owner after 120 days from expiration or termination of this Agreement shall become the property of the Owner without further consideration.

*Amend the Lease to include the following terms and conditions (in no particular order):*

A. Defense and Indemnification. Postal Service hereby agrees to defend, save harmless and indemnify the Owner from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from the use of said property by the Postal Service whenever such claims, loss, damage, actions, causes of action, expense, and/or liability arise from the negligent or wrongful



act or omission by an employee while acting within the scope of his employment, under circumstances where the USPS, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred.

- B. Development Plan. Subsequent to execution of this Agreement between the parties, and prior to commencement of development of the site, the Postal Service shall submit to the Owner a development plan, which shall disclose the use, nature of improvements and a development and construction timetable. The Development Plan will specify that the improvements will be constructed to USPS specifications. The Owner shall not unreasonably withhold approval of a development plan.
  
- C. Safety. Postal Service shall be solely responsible for maintaining the premises in a safe and fit condition, including without limitation snow and ice removal from all improvements and areas on the land developed or used for pedestrian traffic.
  
- D. Sanitation. Postal Service shall comply with applicable laws regarding sanitation.
  
- E. Inspections. Postal Service shall allow Owner, through its duly authorized representative, to enter and inspect the leased premises at any reasonable time, with advance notice to Postal Service, to ensure compliance with the terms and conditions of this lease. Owner's right to enter and inspect shall be exercised at Owner's sole discretion and the reservation or exercise of this right, and any related action or inaction by Owner, shall not in any way impose any obligation whatsoever upon Owner, and shall not be construed as a waiver of any rights of Owner under this agreement. This inspection by Owner shall not interfere with the operation of the Post Office.
  
- F. Cancellation. In the event of the occurrence of any condition or conditions which would give Owner the right to cancel this ground lease, Owner shall not have said right unless Owner shall have given written notice by registered mail of said occurrence to the Postal Service and to the assignee's mortgagee, if any, and shall have afforded the mortgagee not less than 60 days' opportunity or such additional time as the owner shall allow, after such mailing of such notice, to cure the default by the tenant and the condition or conditions giving rise to said right or rights.
  
- G. Resale. In the event that this Lease agreement should be terminated, canceled, forfeited or abandoned, Owner may offer said lands for sale, lease

or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations. If said land is not immediately disposed of, then said land shall return to the Land Bank.

- H. Responsibility of Location. It shall be the responsibility of the Postal Service to properly locate itself and its improvements on the leased lands.
- I. Damage or destruction of improvements. If during the term or any renewal terms of the assignable lease, the buildings or improvements on, in or appurtenant to the demised premises at the commencement of the term or thereafter erected thereon or therein shall be destroyed or damaged in whole or part by fire or other cause, Postal Service shall give to Owner immediate notice thereof, and Postal Service shall promptly repair, replace and rebuild the same, at least to the extent of the value and as nearly as possible to the character of the buildings and improvements existing immediately prior to such occurrence; and Owner shall in no event be called upon to repair, replace or rebuild any such buildings or improvements. The Postal Service shall continue to pay rent hereunder during the period said premises shall be damaged or destroyed.
- J. Non-Waiver Provision. The receipt of payment by Owner, regardless of Owners's knowledge of any breach by the Postal Service, or of any default on the part of the Postal Service in observance or performance of any of the conditions or covenants of this agreement shall not be deemed to be a waiver of any provision of the agreement. The receipt by Owner of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.
- K. Savings Clause. Should any provision of this Lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this Lease or constitute any cause of action in favor of either party as against the other.
- L. Binding Effect. It is agreed that all covenants, terms and conditions of this agreement shall be binding upon the successors, heirs and assigns of the original parties hereto.
- M. Full and Final Agreement. This agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This agreement may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. Postal Service avers and

warrants that no representations not contained within this agreement have been made with the intention of inducing execution of this agreement.

3. Subsequent Approval/Authorization. This *Best & Final Offering* **does/does not** (strike one) require subsequent approval by an approving or authorizing body. If the subsequent approval is required indicate who must approve it, what the complexities of achieving such approval/authorization might be, and how long it is expected to take to obtain such approval/authorization (attach additional pages as necessary).

**This offer is subject to Assembly Approval. Pursuant to KPB 17.10, the Kenai Peninsula Borough Assembly must approve the lease of lands by Ordinance. A borough ordinance typically takes 45 days from preparation to enactment and is dependent on the Assembly meeting schedule (Typically 2 meetings are held per month).**

**If/when the USPS expresses intent to accept this offer, the KPB Administration will begin the approval process without delay.**

4. Except as may be indicated in #3 above, this offering, as previously submitted and modified herein, is fully quantified and qualified as to the contract terms and conditions (meaning there exist no “outstanding issues” that must be resolved between the parties).

Yes:   X  

No:     

4. If the answer to #4 is “No” fully explain below.

**HOPE/SUNRISE ADVISORY PLANNING COMMISSION  
REGULAR MEETING  
THURSDAY, APRIL 10, 2008  
7:00 P.M. HOPE SOCIAL HALL  
UNAPPROVED MINUTES**

1. **CALL TO ORDER:** The meeting was called to order at 7:05 p.m. by Dave Scanlan.
2. **ROLL CALL:** Commissioners present were: Dave Scanlan, Shawn Butler, Todd Bureau, and Jim Skogstad. Excused absence were for Beth Kaser and Jon Gantenbein.
3. **APPROVAL OF AGENDA:**  
  
**MOTION:** Jim moved to approve the agenda with one change. Under New Business move item B before item A. Motion was approved unanimously.  
  
**APPROVAL OF MINUTES:** minutes from March 6, 2008  
  
**MOTION:** Todd moved to approve as submitted. Approved unanimously
4. **CORRESPONDENCE:** Dave updated members that Taurianan Construction is the main contractor for the subdivision design and development and they have picked Integrity Surveying as the surveyors. Dave mentioned the area 12 subdivision is moving forward as scheduled. He also introduced Crista Hippchen and Tim Navarre from the Mayor's office to the public.
5. **PUBLIC COMMENT:** None
6. **REPORT FROM BOROUGH:** Tim Navarre gave a report on where the Borough and Mayor stand in regards to the location of a new Post Office site. They are waiting to hear from the public tonight to determine if the Mayor will send in a submittal to the Postal Service for the old EMS lot and that they would like to see the community take a vote through Hope Inc. to gage what support there is for any particular site.
7. **OLD BUSINESS:** None
8. **NEW BUSINESS:**  
  
**B. Hope Post Office site location:**  
Shawn gave a presentation on what she was doing as President of Hope Inc. in helping the Borough determine what the community consensus is for where the location of a new Post Office should be. There will be a community vote by mail, with ballots going out hopefully April 14 and results sent to Borough by

the end of the month. Shawn and Rochelle, Secretary/Treasurer Hope Inc., will establish the mailing list of who will be sent ballots, using the voter registration list and P.O. Box holders. Ballots will be mailed to community members along with Hope Inc. members. She will determine who is a community member. There were approximately 38 people in attendance for this discussion. 18 people spoke giving various comments regarding the location for a new P.O.

**MOTION:** Jim made a motion to request the Borough submit a proposal offering the old EMS site as a location for the new P.O. to the Postal Service. Shawn seconded Motion passed unanimously.

Tim Navarre thanked community for their input into the process.

There was a short break while most of the public left the Social Hall.

**A. Kenai Peninsula Borough ordinance 2008-10**

An ordinance amending KPB title 20 requiring documented legal access to subdivisions with in the Kenai Peninsula Borough.

**MOTION:** Jim moved to approve Ord. 2008-10 with Shawn seconding

There was some discussion as to what exactly the changes being made were. Motion passed unanimously.

9. **PLAT REVIEW:** None
10. **ANNOUNCEMENTS:** Dave mentioned we might need to meet on April 24 to review the revised plat for area 12. He will determine by April 15 if its needed and let the APC know and post if its necessary. Linda Graham questioned 2477 r.o.w. status on access to Bear Creek thru this subdivision.
  - A. **Notice of Decision**  
The KPB Planning Commission granted approval to vacate Black Bear Lane between lots 4,6,7 and 10 during their March 24 meeting.
  - B. **Notice of Decision**  
The Plat Committee reviewed and granted approval to the Melickian Subdivision 23008 Addition Preliminary Plat.
11. **COMMISSIONER'S COMMENTS:** None
12. **ADJOURNMENT:** Motion by Todd seconded by Shawn to adjourn at 8:45 passed unanimously

submitted by: Jim Skogstad  
Hope/ Sunrise APC

**HOPE INC.  
MINUTES  
SPECIAL MEETING  
03/22/08**

**DRAFT**

On March 22, 2008, a Special meeting was called to order at 7:11 p.m. in the Hope Social Hall. Out of 72 registered Hope Inc. members there were 32 members plus an assortment of guests in attendance.

The Agenda:

Comments to USPS via HEO (Highest Elected Officer) regarding new Post Office Design of New Post Office

Shawn Butler made opening comments. She indicated that she needed constructive comments and ideas from members so that she can write a letter outlining any suggestions or concerns. She also reminded members that even with comments submitted from the community, the Post Office reserved the right to make the decision even if it is not in line with some of the suggestions and comments.

The period for comments from the HEO has been extended 2 weeks to April 9.

Several community members have made separate comments to the postal officials who have been good to respond.

People are free to send comments via [hunter.roop@usps.gov](mailto:hunter.roop@usps.gov)

Motion:

Jim Skogstad made the following motion. Laura Trimmingham seconded. A discussion followed.

“to re-open site selection process for a minimum of 2 weeks.”

The following points were made.

- Place chosen would be a traffic hazard
- Another site maybe available – the Borough land where the old EMS building had been located off Logman.
- Poor Urban planning and not consistent with the Economic Development of Hope

A vote was taken on the motion: 18 voted for. 2 voted against. 12 Abstaining.

Shawn is to incorporate the points in a letter to the USPS as substantiation for requesting a 2 week extension. A draft of the letter to USPS concerning the request for an extension will be posted for comments prior to mailing the final version. Comments concerning the motion, site selection, design or draft letter should be given to Shawn as soon as possible.



Design of Post Office was discussed. The interior design is a pre-plan of the USPS based on population and couldn't be changed to a great detail. However, the community could have limited input on the exterior.

Motion:

Various motions were made to accept the following suggestions concerning the New Post Office Design”.

- Metal Roof –Scott Sherritt made the motion to accept the color of dark green if shakes are not an option. 18 for, 0 against with 14 abstaining
- Siding – Fayrene Sherritt with Jim Skogstad as second, made the following motion. The siding should be Lap Board that is light brown (natural) that looks like wood. A sample was selected. 17 for, 0 against 15 abstaining
- Signage – 3X3 sign posted under the gable was unanimously accepted
- Parking - Will be gravel. There was a consensus to have a drive through so RVs and bigger trucks could drive through without having to go out the entrance.
- Porch - It was a consensus to have a porch on the new building.

Other points raised for USPS consideration were:

- Landscaping should be done whereby the building is not visible from the road.
- Few more windows included in the floor design
- Bring site plan to Hope Inc. members meeting for view and input
- Caps on outside light to keep beams down.
- Consider local hire
- Maintenance - Who would be doing maintenance? It is usual practice for the USPS to handle.

A motion was made to adjourn by Jim Skogstad and seconded by Guy Trimmingham. The meeting adjourned at 8:04 p.m.

26 March 2008

To USPS Facilities Office  
Attn: Hunter Roop  
160 Inverness Dr W  
Ste 400  
Englewood, CO 80112-5005

Subject: Hope Post Office

Mr. Roop,

I would like to take this opportunity to thank you for patiently corresponding with so many of the Hope residents about their concerns at the site selection for the new post office. As a community we recognize that we are fortunate to have such an opportunity, especially given current USPS fiscal constraints. In addition, we understand the engineering constraints associated with building a new post office on the existing site but we would like to offer a solution that would be beneficial to the United States Postal Service and still meet the needs of this community.

Although we understand that the process of actually selecting and building a post office can take some time, we were disappointed to discover that the Hope post office project was stalled due to lack of funding after the 2005 meeting. However, now that the process has restarted, we strongly ask that you reconsider your site selection decision because we are confident that there may be other sites that provide a significantly better cost/value opportunity while mitigating the anticipated increased traffic safety risks associated with the currently selected site. Furthermore, these potential sites would be much more consistent with the desire of this community to ensure that we maintain a small town feeling rather than business strip towns that have come to dominate state roads. Our small town characteristic is a major contributing factor to our summer tourism economy.

We recognize that initiating a new solicitation may delay construction of a new post office for another year, but we believe that a short solicitation period of two weeks would provide ample time for property owners to respond and enable the USPS to commit funds to the project before the end of the fiscal year. Several property owners and the Kenai Borough have expressed strong interest in responding to a new solicitation. The Borough has been very supportive of this community as is usually willing to lease land at a very low cost.

Many residents have brought to your attention their concerns over the anticipated increase traffic safety hazards of the currently selected site. I want to reemphasize that summer traffic, including 40' RV homes, often travel at speeds of 50-60 mph through that part of town despite a posted speed limit of 35 mph. This intersection is considered to be the busiest intersection in town and visibility is reduced because of a hill west of Paystreke Way.

Despite efforts of many residents to get additional traffic controls the state has failed to improve traffic control at the intersection of Hope and Palmer Creek roads. The increased traffic that the new post office would bring on Paystreke Way would create a significant hazard to foot traffic and vehicles crossing from Palmer Creek Road to Paystreke Way.

Again, we ask that you seriously consider our request for a new solicitation so that we can work with the USPS in finding a solution that benefits both the USPS and this community. We believe that a new solicitation will open new opportunities that will better serve the goals of the community and significantly reduce the cost of a new post office. Finally, I strongly believe that the residents of this community are nearly unanimous in their desire to have a new post office and I look forward to working with your office to achieve that goal.

Respectfully,

Shawn A. Butler  
President, Hope Inc.