



# Kenai Peninsula Borough

## Assembly Meeting Packet

January 8, 2013  
7:00 P.M.



Assembly Chambers  
Borough Administration Building  
144 North Binkley Street, Soldotna



# January 2013

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																	
<div> <div>Dec 2012</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table> </div>		S	M	T	W	T	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<b>1</b> 7:00 PM Anchor Point APC  <b>Borough Holiday: New Year's Day</b>	<b>2</b> 6:00 PM Cooper Landing APC  7:00 PM Moose Pass APC	<b>3</b> 7:00 PM Hope/Sunrise APC	<b>4</b>	<b>5</b>
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# January 2013 - December 2013

## Assembly Yearly Planner

Jan 2013						
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### JANUARY

1 Borough Holiday: New Year's Day

8 Assembly Meeting

21 Borough Holiday: Martin Luther King Day

22 Assembly Meeting

### FEBRUARY

5 Assembly Meeting

12 02/12-02/14 AML Legislative Conf.

18 Borough Holiday: President's Day

19 Assembly Meeting

### MARCH

2 03/02-03/06 NACo Legislative Meeting

19 Assembly Meeting

### APRIL

2 Assembly Meeting

16 Assembly Meeting (Seward)

### MAY

7 Assembly Meeting

21 Assembly Meeting

27 Borough Holiday: Memorial Day

### JUNE

4 Assembly Meeting

18 Assembly Meeting

### JULY

2 Assembly Meeting

4 Borough Holiday: Independence Day

### AUGUST

6 Assembly Meeting

20 Assembly Meeting

### SEPTEMBER

2 Borough Holiday: Labor Day

3 Assembly Meeting

17 Assembly Meeting (Homer)

### OCTOBER

8 Assembly Meeting

22 Assembly Meeting

### NOVEMBER

5 Assembly Meeting

11 Borough Holiday: Veterans Day

18 11/18-11/22 AML Annual Conf.

28 Borough Holiday: Thanksgiving

29 Borough Holiday: Thanksgiving

### DECEMBER

3 Assembly Meeting

24 Borough Holiday: Christmas Eve

25 Borough Holiday: Christmas

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***Assembly Meeting Schedule***

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***TUESDAY, JANUARY 8, 2013***

- |                |  |
|----------------|--|
| <b>3:45 PM</b> | <b>Finance Committee</b>                 |
| <b>4:15 PM</b> | <b>Lands Committee</b>                   |
| <b>4:30 PM</b> | <b>Policies and Procedures Committee</b> |
| <b>4:45 PM</b> | <b>Legislative Committee</b>             |
| <b>7:00 PM</b> | <b>Regular Assembly Meeting</b>          |

Above listed meetings will be held in:

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

January 8, 2013	3:45 PM	Assembly Chambers George A. Navarre Kenai Peninsula Borough Administration Building, Soldotna
Charlie Pierce, Chair	Bill Smith, Vice Chair	Kelly Wolf

**AGENDA**

**M. PUBLIC HEARINGS ON ORDINANCES**

1. Ordinance 2012-19-40: Appropriating Supplemental Funding of \$25,000 to the Assessing Department to Cover the Cost of Purchasing and Implementing the Field Worker Software Application (Mayor) .....18
2. Ordinance 2012-19-41: Authorizing the Acquisition of Two Properties and Business Assets for Hospital Purposes, Appropriating \$3,591,500 from the CPGH, Inc. Plant Replacement and Expansion Fund for the Purchase and Remodeling Costs, and Authorizing an Amendment to the CPGH, Inc. Lease and Operating Agreement (Mayor) .....23

**O. NEW BUSINESS**

1. Resolutions
  - \*b. Resolution 2013-002: Approving the Petition Application for the Formation of the Shady Nook Subdivision Utility Special Assessment District for Construction of a Natural Gas Main Line (Mayor) .....68
  - \*c. Resolution 2013-003: Authorizing the Reduction of the Administrative Fee on the Kenai Track Project (Mayor) .....81
2. Ordinances
  - \*a. Ordinance 2012-19-42: Authorizing the Appropriation of \$3,317,585 for Professional Design Services for the Central Peninsula Hospital Medical Office Building Project (Mayor) (Hearing on 02/05/13).....87
  - \*c. Ordinance 2013-02: Amending KPB 5.10.040 to Allow the Borough to Loan Funds to the Cities of Homer and Kachemak City for Construction Costs Related to Specific Utility Special Assessment Districts (Mayor) (Hearing on 02/05/13).....104

3. Other

- \*d. Authorizing an Application for a New Liquor License Filed by  
High Mark Distillery, Inc. dba High Mark Distillery .....126

\*Consent Agenda Items

January 8, 2013	4:15 PM	Assembly Chambers George A. Navarre Kenai Peninsula Borough Administration Building, Soldotna
Ray Tauriainen, Chair	Sue McClure, Vice Chair	Brent Johnson

**AGENDA**

**M. PUBLIC HEARINGS ON ORDINANCES**

3. Ordinance 2012-39: Enacting KPB 21.04.020 and Amending KPB 21.11.030 to Require Notice by Mail to Owners of Property Located in a Zoning District Proposed to be Created, Amended or Abolished (Tauriainen, Smith).....56

**O. NEW BUSINESS**

2. Ordinances
- \*d. Ordinance 2013-03: Amending KPB 21.18.025 by Repealing Provisions Enacted in Ordinance 2011-12 Regarding Anadromous Stream Habitat Protection and Requesting an Assessment of the Benefits and Effectiveness of KPB Chapter 21.18 (Wolf) (Hearing on 02/05/13).....108

\*Consent Agenda Items

## *Policies and Procedures Committee*

January 8, 2013	4:30 PM	Assembly Chambers George A. Navarre Kenai Peninsula Borough Administration Building, Soldotna
Mako Haggerty, Chair	Brent Johnson, Vice Chair	Hal Smalley

### **AGENDA**

- K. MAYOR'S REPORT .....8**
1. Assembly Requests/Responses – None.
  2. Agreements and Contracts
    - a. Authorization to Award Purchase of Calcium Chloride, Summer 2013 to Brenntag Pacific.....9
    - b. Authorization to Award Contract for 2012 Kenai FireWise Site Slash Incineration or Removal Project to Paul's Services.....11
    - c. Authorization to Award Contract Through a Cooperative Purchasing Group for the Purchase of Electrical Hardware to Build the Infrastructure for the Future Installation of Security Cameras .....13
    - d. Authorization to Award Contract for ITB13-022 40 Cubic Yard MSW Roll-Off Bear Proof Containers for FY13 to Kenai Welding .....15
  3. Other
    - a. Homer Transfer Facility Operations and Maintenance Invitation to Bid.....17
- O. NEW BUSINESS**
2. Ordinances
    - \*b. Ordinance 2013-01: Amending KPB 22.40.010 Changing the Time the Assembly Holds Regular Meetings (Pierce, Smith) (Hearing on 02/05/13).....101

3. Other

- \*a. Confirming a Reappointment to the Board of Equalization .....115

<u>Applicant</u>	<u>Board Seat</u>	<u>Term to Expire</u>
Betty J. Glick	A	December 31, 2015

- \*b. Confirming Reappointments to the Board of Adjustment .....117

<u>Applicant</u>	<u>Board Seat</u>	<u>Term to Expire</u>
Barbara Belloumini	A	December 31, 2015
Milli Martin	D	December 31, 2015
Ronald E. "Ron" Long	Alternate A	December 31, 2015

- \*c. Confirmation of New Department Head, Stormy Brown, Human Resources Department (Mayor) .....121

\*Consent Agenda Items

January 8, 2013	4:45 PM	Assembly Chambers George A. Navarre Kenai Peninsula Borough Administration Building, Soldotna
Kelly Wolf, Chair	Hal Smalley, Vice Chair	All Assembly Members

AGENDA

ITEMS NOT APPEARING ON THE REGULAR MEETING AGENDA

1.

Discussion Regarding Alaska Municipal League’s Winter Legislative Meeting, Juneau, Alaska, February 11-14, 2013 (5 minutes)
- O.

NEW BUSINESS
1.

Resolutions
- \*a.

Resolution 2013-001: Establishing Kenai Peninsula Borough State Capital Project Priorities for the Year 2013 (Legislative Committee) .....62
- \*d.

Resolution 2013-004: Urging the State of Alaska to Fully Fund Kachemak Bay State Parks (Haggerty).....84

# Assembly Agenda

January 8, 2013 - 7:00 PM

Regular Meeting

Assembly Chambers, Soldotna, Alaska

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

*Hal Smalley*  
Assembly Vice President  
Seat 2 - Kenai  
Term Expires 2014

*Mako Haggerty*  
Assembly Member  
Seat 9 - South Peninsula  
Term Expires 2015

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

*Sue McClure*  
Assembly Member  
Seat 6 - East Peninsula  
Term Expires 2015

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

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

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

*Kelly Wolf*  
Assembly Member  
Seat 1 - Kalifornsky  
Term Expires 2015

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION**

**D. ROLL CALL**

**E. COMMITTEE REPORTS**

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

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

**G. APPROVAL OF MINUTES**

- \*1. December 4, 2012 Regular Assembly Meeting Minutes ..... 1

**H. COMMENDING RESOLUTIONS AND PROCLAMATIONS**

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

1. "Anadromous Fish Habitat Protection Task Force Update", Paul Ostrander, Chief of Staff, AFHP Task Force Facilitator (10 minutes)

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

**K. MAYOR'S REPORT ..... 8**

1. Assembly Requests/Responses – None.



2. Agreements and Contracts
  - a. Authorization to Award Purchase of Calcium Chloride, Summer 2013 to Brenntag Pacific.....9
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3. Other
  - a. Homer Transfer Facility Operations and Maintenance Invitation to Bid.....17

**L. ITEMS NOT COMPLETED FROM PRIOR AGENDA – None.**

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

1. Ordinance 2012-19-40: Appropriating Supplemental Funding of \$25,000 to the Assessing Department to Cover the Cost of Purchasing and Implementing the Field Worker Software Application (Mayor) (Referred to Finance Committee).....18
2. Ordinance 2012-19-41: Authorizing the Acquisition of Two Properties and Business Assets for Hospital Purposes, Appropriating \$3,591,500 from the CPGH, Inc. Plant Replacement and Expansion Fund for the Purchase and Remodeling Costs, and Authorizing an Amendment to the CPGH, Inc. Lease and Operating Agreement (Mayor) (Referred to Finance Committee) .....23
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**N. UNFINISHED BUSINESS - None.**

## **O. NEW BUSINESS**

### **1. Resolutions**

- \*a. Resolution 2013-001: Establishing Kenai Peninsula Borough State Capital Project Priorities for the Year 2013 (Legislative Committee) (Referred to Legislative Committee) .....62
- \*b. Resolution 2013-002: Approving the Petition Application for the Formation of the Shady Nook Subdivision Utility Special Assessment District for Construction of a Natural Gas Main Line (Mayor) (Referred to Finance Committee) .....68
- \*c. Resolution 2013-003: Authorizing the Reduction of the Administrative Fee on the Kenai Track Project (Mayor) (Referred to Finance Committee) .....81
- \*d. Resolution 2013-004: Urging the State of Alaska to Fully Fund Kachemak Bay State Parks (Haggerty) (Referred to Legislative Committee) .....84

### **2. Ordinances**

- \*a. Ordinance 2012-19-42: Authorizing the Appropriation of \$3,317,585 for Professional Design Services for the Central Peninsula Hospital Medical Office Building Project (Mayor) (Hearing on 02/05/13) (Referred to Finance Committee) .....87
- \*b. Ordinance 2013-01: Amending KPB 22.40.010 Changing the Time the Assembly Holds Regular Meetings (Pierce, Smith) (Hearing on 02/05/13) (Referred to Policies and Procedures Committee) .....101
- \*c. Ordinance 2013-02: Amending KPB 5.10.040 to Allow the Borough to Loan Funds to the Cities of Homer and Kachemak City for Construction Costs Related to Specific Utility Special Assessment Districts (Mayor) (Hearing on 02/05/13) (Referred to Finance Committee) .....104
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(Referred to Policies and Procedures Committee).....115

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- \*d. Authorizing an Application for a New Liquor License Filed by  
High Mark Distillery, Inc. dba High Mark Distillery (Referred to  
Finance Committee).....126

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

**Q. ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

1. January 22, 2013 Regular Assembly Meeting 7:00 PM Soldotna

**R. ASSEMBLY COMMENTS**

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

**T. INFORMATIONAL MATERIALS AND REPORTS**

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

The next meeting of the Kenai Peninsula Borough Assembly will be held on January 22, 2013, at 7:00 P.M. in the Borough Assembly Chambers, Soldotna, Alaska.

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

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

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# Kenai Peninsula Borough

## *Assembly Meeting Minutes*

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December 4, 2012

Regular Meeting - Soldotna, Alaska

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### **CALL TO ORDER**

A Regular Meeting of the Kenai Peninsula Borough Assembly was held on December 4, 2012, in the Borough Assembly Chambers, Soldotna, Alaska. President Murphy called the meeting to order at 7:00 p.m.

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

The Pledge of Allegiance was recited followed by the invocation given by Pastor Jack Evans from the Family Church of God.

There were present:

Linda Murphy, Presiding  
Mako Haggerty  
Brent Johnson  
Sue McClure  
Charlie Pierce

Hal Smalley  
Bill Smith  
Ray Tauriainen  
Kelly Wolf

comprising a quorum of the assembly.

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

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

### **COMMITTEE REPORTS**

(07:01:53)

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

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

Assembly Member Wolf said the Legislative Committee met and discussed its agenda item.

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

## APPROVAL OF THE AGENDA AND CONSENT AGENDA

(07:13:38)

MOTION TO APPROVE AGENDA:

Smalley moved for the approval of the agenda and consent agenda.

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

The following item was removed from the agenda and consent agenda:

- Petition to Vacate Portions of Sprucewood Drive a 60-Foot Right-Of-Way Located Northeast of Tract A, Block 2, and Any Associated Utility Easements with These Portions of Sprucewood Drive, Dedicated and Granted by Mountain Park Subdivision (Plat HM 78-10); Within Section 14, Township 6 South, Range 14 West, Seward Meridian, City of Homer and Within the Kenai Peninsula Borough, Alaska. KPB File 2012-175. Note: The Adjacent Existing Roadway is to be Dedicated with the Recording of This Plat. Petitioners: Robert Archibald and Roberta Highland of Homer, Alaska. Location: City of Homer (Referred to Lands Committee)

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

- November 20, 2012 Regular Assembly Meeting Minutes
- Resolution 2012-091: Providing for the Issuance and Sale of General Obligation Bonds of the Kenai Peninsula Borough in the Aggregate Principal Amount of Not to Exceed One Million Four Hundred Thousand Dollars (\$1,400,000) to Pay the Costs of Capital Improvements in the Bear Creek Fire Service Area, Fixing Certain Detail of Such Bonds, and Pledging the Full Faith and Credit of the Bear Creek Fire Service Area to the Payment Thereof (Mayor) (Referred to Finance Committee)
- Resolution 2012-092: Approving Seldovia Recreational Service Area's Fee Schedule for the Sea Otter Community Center Facility and Adding it to the Borough's Schedule of Rates, Charges and Fees (Mayor) (Referred to Finance Committee)
- Resolution 2012-093: Authorizing a Reduction of the Administrative Fee on the Purchase of the Aerial Fire Apparatus for Nikiski Fire Service Area (Mayor) (Referred to Finance Committee)
- Resolution 2012-094: Approving the 2013 Labor Negotiation Procedures for a New Collective Bargaining Agreement (Mayor) (Referred to Policies and Procedures Committee)
- Resolution 2012-095: Supporting the Naming of the Kenai Peninsula Borough as a Purple Heart Borough (Mayor) (Referred to Legislative Committee)

- Ordinance 2012-19-40: Appropriating Supplemental Funding of \$25,000 to the Assessing Department to Cover the Cost of Purchasing and Implementing the Field Worker Software Application (Mayor) (Hearing on 01/08/13) (Referred to Finance Committee)
- Ordinance 2012-19-41: Authorizing the Acquisition of Two Properties and Business Assets for Hospital Purposes, Appropriating \$3,591,500 from the CPGH, Inc. Plant Replacement and Expansion Fund for the Purchase and Remodeling Costs, and Authorizing an Amendment to the CPGH, Inc. Lease and Operating Agreement (Mayor) (Hearing on 01/08/13) (Referred to Finance Committee)
- Ordinance 2012-39: Enacting KPB 21.04.020 and Amending KPB 21.11.030 to Require Notice by Mail to Owners of Property Located in a Zoning District Proposed to be Created, Amended or Abolished (Tauriainen) (Hearing on 01/08/13) (Referred to Lands Committee)

President Murphy called for public comment with none being offered.

AGENDA APPROVED AS AMENDED: Unanimous.

**COMMENDING RESOLUTIONS AND PROCLAMATIONS** - None.

#### **PRESENTATIONS WITH PRIOR NOTICE**

(07:17:21)

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

South Peninsula Hospital Chief Executive Officer **Robert Letson** and Chief Financial Officer **Laurie Myer** presented the quarterly report for the period ending September 2012.

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

(07:42:56)

President Murphy called for public comment with none being offered.

#### **MAYOR'S REPORT**

(07:43:09)

1. Assembly Requests/Responses - None.
2. Agreements and Contracts
  - a. Authorization to Award Contract for Borough Administration Building Planning / Assessing Departments Office Remodel to B&T Enterprises, Inc., Eagle River, Alaska
  - b. Authorization to Award Contract for Kenai Central High School Vo-Tech Building Awning 2012 to SR Bales Construction, Inc., Anchorage, Alaska

- c. Authorization to Award Contract for purchase of ITB 13-017 Industrial Forklift to Totem Equipment and Supply, Anchorage, Alaska
- 3. Other
  - a. Investment Portfolio Report ~ September 30, 2012
  - b. Budget Revisions ~ October 2012
  - c. Revenue-Expenditure Report ~ October 2012

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

**PUBLIC HEARING ON ORDINANCES**

(07:47:47)

**Ordinance 2012-19-36: Accepting Emergency Response Equipment from the Southern Region Emergency Medical Services Council, Inc., and Appropriating Matching Funds in the Amount of \$9,976.32 on behalf of Kachemak Emergency Service Area (Mayor) (Referred to Finance Committee)**

MOTION: Pierce moved to enact Ordinance 2012-19-36.

President Murphy called for public comment with none being offered.

MOTION: Pierce moved to amend Ordinance 2012-19-36 as follows:

The seventh whereas to read, "at its regularly schedule meeting held November 8, 2012, the KESA Board recommended enactment by unanimous consent;"

MOTION TO AMEND PASSED: Unanimous.

VOTE ON MOTION TO ENACT AS AMENDED:

Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy

No: None

Absent: None

MOTION TO ENACT AS AMENDED PASSED: 9 Yes, 0 No, 0 Absent

(07:49:50)

**Ordinance 2012-19-37: Accepting an Ambulance from the Southern Region Emergency Medical Services Council, Inc. and Appropriating Matching Funds in the Amount of \$10,000 on Behalf of Kachemak Emergency Services (Mayor) (Referred to Finance Committee)**



MOTION: Pierce moved to enact Ordinance 2012-19-37.

President Murphy called for public comment with none being offered.

MOTION: Pierce moved to amend Ordinance 2012-19-37 as follows:

The seventh whereas to read, “at its regularly scheduled meeting of November 8, 2012, the KESA Board recommended enactment by unanimous consent; and”

MOTION TO AMEND PASSED: Unanimous.

VOTE ON MOTION TO ENACT AS AMENDED:

Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy

No: None

Absent: None

MOTION TO ENACT AS AMENDED PASSED: 9 Yes, 0 No, 0 Absent

(07:51:06)

**Ordinance 2012-19-38: Appropriating \$400,000 from the General Fund for Flood Response Under the Declared Local Disaster Emergencies within the Kenai Peninsula Borough (Mayor) (Referred to Finance Committee)**

MOTION: Pierce moved to enact Ordinance 2012-19-38.

President Murphy called for public comment with none being offered.

VOTE ON MOTION TO ENACT:

Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy

No: None

Absent: None

MOTION TO ENACT PASSED: 9 Yes, 0 No, 0 Absent

(07:52:21)

**Ordinance 2012-19-39: Accepting and Appropriating \$70,148 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management to Purchase Equipment, Supplies and to Conduct Training (Mayor) (Referred to Finance Committee)**

MOTION: Pierce moved to enact Ordinance 2012-19-39.

President Murphy called for public comment with none being offered.

**VOTE ON MOTION TO ENACT:**

Yes:	Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy
No:	None
Absent:	None
MOTION TO ENACT PASSED:	9 Yes, 0 No, 0 Absent

**UNFINISHED BUSINESS** - None.

**NEW BUSINESS** - None.

**PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

(07:53:30)

President Murphy called for public comment with none being offered.

**ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

(07:53:42)

The next meeting of the Kenai Peninsula Borough Assembly was scheduled for January 8, 2013, at 7:00 p.m. in the Borough Assembly Chambers, Soldotna, Alaska.

**ASSEMBLY COMMENTS**

(07:54:47)

Assembly Member Johnson wished everyone a fabulous Christmas and a Happy New Year and said he was looking forward to doing more government business next year.

Assembly Member McClure noted that it was a short meeting; however, many items affected her area. She was pleased to be one step closer to getting a new Bear Creek Fire Service Area multi-use building and moving forward in the recovery from the fall flood by removing the gravel. She said it was exciting to see that some of the funds appropriated by Ordinance 2012-19-39 would be utilized for amateur radio training, and noted that she was the amateur radio operator for her area. She wished everyone a happy and safe holiday and recommended attendance at any musical school events or concerts in the local areas.

Assembly Member Haggerty wished everyone a Merry Christmas and Happy New Year, he requested a progress report from the Administration regarding the Homer Bailing Facility.

Assembly Member Smith wished everyone Happy Holidays.

Assembly Member Tauriainen wished everyone a Merry Christmas and Happy New Year.

Assembly Member Wolf Merry wished everyone a Merry Christmas and said if you had a veteran in your life or family wish them a Merry Christmas.

Assembly Member Pierce wished everyone a Merry Christmas and Happy New Year.

Vice President Smalley said it was an excellent audit report heard during the Finance Committee and he congratulated the Finance Department for their hard work. He thanked the School District and South Peninsula Hospital for their presentations, and wished everyone a Merry Christmas and a happy and safe New Year.

President Murphy noted that Vice President Smalley would be warm tomorrow since he was headed to Memphis, Tennessee to attend the National Association of Counties (NACo) fall board of directors meeting. She stated that during the last meeting the Assembly had approved travel for both herself and Vice President Smalley; however, she would not be going since the Steering Committees would not be meeting. She wished everyone a Merry Christmas, and a safe and happy New Year and said see you next year.

## **ADJOURNMENT**

With no further business to come before the assembly, President Murphy adjourned the meeting at 7:58 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of December 4, 2012.

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Johni Blankenship, MMC, Borough Clerk

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



## **KENAI PENINSULA BOROUGH**

144 North Binkley St. Soldotna, Alaska 99669-7520

Toll-Free within the Borough 1-800-478-4441

Phone 907-714-2150 • Fax 907-714-2377

www.borough.kenai.ak.us

**MIKE NAVARRE  
BOROUGH MAYOR**

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

**TO:** Linda Murphy, Assembly President  
Kenai Peninsula Borough Assembly Members

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

**DATE:** January 8, 2013

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#### Assembly Requests/ Response

None

#### Agreements and Contracts

- a. Authorization to Award Purchase of Calcium Chloride, Summer 2013, to Brenntag Pacific
- b. Authorization to Award Contract for 2012 Kenai FireWise Site Slash Incineration or Removal Project to Paul's Services
- c. Authorization to Award Contract Through a Cooperative Purchasing Group for the Purchase of Electrical Hardware to Build the Infrastructure for the Future Installation of Security Cameras
- d. Authorization to Award Contract for ITB13-022 40 CY MSW Roll-Off Bear Proof Containers FY13 to Kenai Welding

#### Other

- a. Homer Transfer Facility Operations and Maintenance Invitation to Bid



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144 North Binkley Street • Soldotna, Alaska 99669-7520  
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MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

TO: Mike Navarre, Mayor

THRU: Mark Fowler, Purchasing & Contracting Director *mf*  
Craig Chapman, Director of Finance *C Chapman*

FROM: Pat Malone, Acting RSA Director  
Road Service Area  
Signature: *Pat Malone*

DATE: November 26, 2012

SUBJECT: Authorization to Award Purchase of Calcium Chloride - Summer 2013

The Purchasing and Contracting Office formally solicited bids for the Purchase of Calcium Chloride-Summer 2013. Bid packets were released on November 5, 2012 and the invitation to bid was advertised in the Peninsula Clarion on November 5, 7 & 12, 2012.

Calcium chloride is used for the Road Service Area Dust Control Program.

On the due date of November 20, 2012, three (3) responsive bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$284,950.00 was submitted by Brenntag Pacific.

Your approval for this bid award is hereby requested. Funds are available in account number 236.33950.00000.43951.

☒ Approved

*Mike Navarre*  
Mike Navarre, Mayor

*11/28/12*  
Date

RECEIVED

NOV 26 2012

KPB  
FINANCE ADMINISTRATION

FINANCE DEPARTMENT  
FUNDS VERIFIED

Acct. No. 236.33950.43951

Amount \$284,950.00

By: *pc* Date: 11/26/12  
*C Chapman*

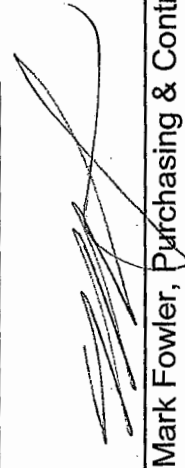
**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB13-020 Purchase of Calcium Chloride - Summer 2013**

CONTRACTOR	Soldotna (640,000 lbs)		Kenai (230,000 lbs)		Homer (145,000 lbs)		Seward (35,000 lbs)		Total Extended Price
	/lb cost	Extended Price	/lb cost	Extended Price	/lb cost	Extended Price	/lb cost	Extended Price	
Polar Supply	0.389	\$248,960.00	0.390	\$ 89,700.00	0.393	\$ 56,985.00	0.384	\$ 13,440.00	\$ 409,085.00
Univar	0.300	\$192,000.00	0.300	\$ 69,000.00	0.310	\$ 44,950.00	0.290	\$ 10,150.00	\$ 316,100.00
Brenntag	0.270	\$172,800.00	0.270	\$ 62,100.00	0.280	\$ 40,600.00	0.270	\$ 9,450.00	\$ 284,950.00

DUE DATE: November 20, 2012 @ 2:00 PM

KPB OFFICIAL:

  
Mark Fowler, Purchasing & Contracting Director

# KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669

Toll-free within the Borough: (800) 478-4441

Phone: (907) 262-4441 • Fax: (907) 262-1892

www.borough.kenai.ak.us



Mike Navarre  
Borough Mayor

## MEMORANDUM

**TO:** Mike Navarre, Mayor

**THRU:** Mark Fowler, Purchasing & Contracting Director *[Signature]*

**THRU:** Max Best, Planning Director *[Signature]*

**FROM:** Michael Fastabend, SBB Program Coordinator

**DATE:** December 3, 2012 *[Signature]*

**SUBJECT:** Authorization to Award Contract for 2012 Kenai FireWise Site Slash Incineration or Removal Project

The Purchasing and Contracting Office formally solicited and received bids for the 2012 Kenai FireWise Site Slash Incineration or Removal Project. Bid packets were released and the Invitation to Bid was advertised in the Peninsula Clarion on November 8, 2012

The project consists of incinerating or removing woody debris from the Kenai FireWise site.

On the due date of November 21, 2012 seven bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$17,000.00 was submitted by Paul's Services

Your approval for this bid award is hereby requested. Funding for this project is in account number 262.21320.09BT1.43011. A copy of the bid tabulation is attached.

*[Signature: Mike Navarre]*  
Mike Navarre, Mayor

12/4/12  
Date

FINANCE DEPARTMENT  
FUNDS VERIFIED *\$17,000*

ACT # 262.21320.09BT1.43011

BY: pc DATE: 12/3/12

*[Signature]* for CCC  
Svc to Be performed by 12/31/12

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB13-021 2012 Kenai Firewise Site Slash Incineration or Removal Project**

CONTRACTOR	BASE BID
Paul's Service	\$17,000.00
Stumpy's Tree Service	\$22,000.00
G&H Construction	\$22,650.00
Kenai Peninsula Land & Timber	\$26,975.00
RSP Inc.	\$21,449.00
Property Improvements	\$18,900.00
Coastal Express	\$22,433.00

**DUE DATE: November 21, 2012 @ 2:00 PM**

**KPB OFFICIAL:**



**Mark Fowler, Purchasing & Contracting Director**





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

### **MEMORANDUM**

**TO:** Mike Navarre, Mayor

**THRU:** Mark Fowler, Purchasing and Contracting Director 

**FROM:** Scott Griebel, Director of Maintenance 

**DATE:** 12/19/2012

**SUBJECT:** Authorization to Award Contract Through a Cooperative Purchasing Group for the Purchase of Electrical Hardware to Build the Infrastructure for the Future Installation of Security Cameras

We are requesting authorization for the use of a cooperative purchasing agreement for the purchase of electrical hardware to build the infrastructure for future installation of security cameras.

This procurement consists of the purchase of Category 5 data cable through the US Communities purchasing agreement for a not-to-exceed amount of \$20,700.00.

Your approval for award is hereby requested. Funding for this project is in account number 400.78050.13489.42310.

  
Mike Navarre, Mayor

12/27/12  
Date

RECEIVED

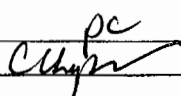
DEC 19 2012

KPB  
FINANCE DEPT ACCOUNTING

#### FINANCE DEPARTMENT FUNDS VERIFIED

Acct. No. 400.78050.13489.42310

Amount: \$20,700.00

By: 

Date: 12/20/12



## KENAI PENINSULA BOROUGH

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MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

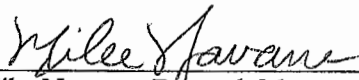
**TO:** Mark Fowler, Purchasing and Contracting Director  
**FROM:** Scott Griebel, Director of Maintenance  
**DATE:** 12/19/2012  
**RE:** Request for Waiver of Formal Waiver of Quote Requirements - Purchase of Camera Lenses

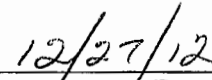
Please consider this memorandum a request to waive the requirement to solicit quotes for the purchase of replacement surveillance camera lenses, for cameras that were originally purchased by the Kenai Peninsula Borough School District.

The Kenai Peninsula Borough School District began a process of purchasing surveillance cameras to provide security at various schools. At some point, the funds were transferred to the Kenai Peninsula Borough to finish purchasing supplies and materials and begin the installation. It was recently discovered that the KPBSD ordered cameras with incorrect lenses for the intended application. Without replacing the lenses with a type that offers a greater focal length, surveillance efforts will be significantly impacted.

Working through an electronics dealer based out of Anchorage, we were put in contact with a company that not only sells the lenses needed, but will offer us a credit on the incorrect lenses that we return. We need to purchase 54 lenses at a price of \$150.00 each. This vendor, will credit us \$96.80 per lens returned. The total net cost to the Borough is \$2,872.80 (\$8100.00 for the new lenses - \$5227.20 for the lens credit).

Funds for this request are available in account number: 400.78050.13489.42310.

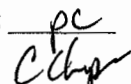
  
Mike Navarre, Borough Mayor

  
Date

RECEIVED

DEC 20 2012

KPB  
FINANCE DEPT ACCOUNTING

Finance Department	
Funds Verified	
Acct. #: 400.78050.13489.42310 -\$8,100.00	
By: 	Date: 12/20/12



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MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

**TO:** Mike Navarre, Mayor  
**THRU:** Mark Fowler, Purchasing & Contracting Director *MF*  
**FROM:** Jack Maryott, Solid Waste Director *JM*  
**DATE:** December 26, 2012  
**SUBJECT:** Authorization to Award Contract for ITB13-022 40 CY MSW Roll-Off Bear Proof Containers FY13.

RECEIVED

DEC 26 2012

KPB  
FINANCE ADMINISTRATION

The Purchasing and Contracting Office formally solicited and received bids for the purchase of 40 cubic yard MSW Roll-Off Bear Proof Containers. Bid packets were released on December 6, 2012 and the Invitation to Bid was advertised in the Peninsula Clarion on December 6, 2012.

On the due date of December 19, 2012 two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$17,300.00 per unit was submitted by Kenai Welding, Kenai Alaska. Two (2) containers will be purchased for the amount of \$34,600.00.

Your approval for this bid award is hereby requested. Funding for this project is in account number 411.32122.13DMP.48311.

*Mike Navarre*  
Mike Navarre, Mayor

*12/27/12*  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>411.32122.13DMP.48311</u>	
Amount <u>\$34,600.00</u>	
By: <i>PC</i> <i>C. Chapin</i>	Date: <u>12/26/12</u>

## BID FORM

### 40 CY MSW Roll-Off Bear Proof Container FY13

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. \_\_\_\_\_, and have included their provisions in my bid. If awarded a contract under this bid, I hereby agree to the terms set forth in the bid and specification documents and all addenda identified on this bid.

Furthermore, I agree to hold my bid open for thirty (30) consecutive calendar days; to enter into and execute a contract, if awarded, on the basis of my bid; to furnish all labor and materials to accomplish the work in accordance with the Contract Documents; and to deliver equipment to the Central Peninsula Landfill within ninety (90) days after the date of the Notice to Proceed.

The budget for this purchase is approximately \$43,000.00. It is the Borough's intent to purchase up to three (3) units.

QTY	UNIT	DESCRIPTION	COST
1	ea	40 CY MSW Roll-Off Bear Proof Container	17,300 <sup>00</sup>

I understand that if I do not complete all blank spaces provided, my bid may be rejected as an incomplete bid.

Firm Name KENAI WELDING

Address 703 CHILDS ST

City KENAI State A.K. Zip 99611

Telephone 907 283 7380 Fax 907 - 283 7380

Email Address \_\_\_\_\_

Representative Don Title owner

Signature Spiridon Lopez Date \_\_\_\_\_

Checklist:

Business License # \_\_\_\_\_

Bid Schedule (this form) \_\_\_\_\_

Tax Compliance Form \_\_\_\_\_



## **KENAI PENINSULA BOROUGH**

### **Solid Waste Department**

47140 East Poppy Lane • Soldotna, Alaska 99669  
Toll-free within the Borough: 1-800-478-4441, Ext. 2004  
**PHONE:** (907) 262-9667 • **FAX:** (907) 262-6090  
[www.borough.kenai.ak.us/SolidWaste](http://www.borough.kenai.ak.us/SolidWaste)

**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

**TO:** Mike Navarre, Mayor

**THRU:** Mark Fowler, Purchasing & Contracting Director *MF*

**FROM:** Jack Maryott, Solid Waste Director *JM*

**DATE:** December 27, 2012

**SUBJECT:** Homer Transfer Facility Operations and Maintenance Invitation to Bid

The Solid Waste Department has completed the Homer Transfer Facility Operations and Maintenance Invitation to Bid. The anticipated release date is January 9, 2013.

Introduced by:	Mayor
Date:	12/04/12
Hearing:	01/08/13
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-19-40**

**AN ORDINANCE APPROPRIATING SUPPLEMENTAL FUNDING OF \$25,000 TO  
THE ASSESSING DEPARTMENT TO COVER THE COST OF PURCHASING AND  
IMPLEMENTING THE FIELD WORKER SOFTWARE APPLICATION**

1 **WHEREAS,** the assessing department has identified a software application, Field Worker,  
2 which is compatible with its Proval database software; and

3 **WHEREAS,** the Field Worker application will enable assessing staff to update property records  
4 in the field electronically on a computer tablet device, rather than on paper; and

5 **WHEREAS,** Field Worker will enable the data changes collected electronically in the field to  
6 be uploaded from the tablet device to the database upon return to the office; and

7 **WHEREAS,** the automated data upload enabled by Field Worker will reduce errors and will  
8 save time in lieu of manual data entry; and

9 **WHEREAS,** the total cost of purchasing, programming and implementing the Field Worker  
10 application, including annual software support services and contingency, is  
11 \$51,750; and

12 **WHEREAS,** the assessing department's annual FY2013 budget included only \$26,750 for  
13 computer software; and

14 **WHEREAS,** a supplemental appropriation of \$25,000 is needed to provide the necessary  
15 funding for FY2013 to purchase and implement the Field Worker application;

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

3   **SECTION 1.** That \$25,000 is appropriated from the Borough's General Fund, fund balance to  
4                   the following accounts:

5	100.11520.00000.42210	\$19,050 computer software
6	100.11520.00000.43019	\$ 5,950 software licensing/support

7                   for the additional funding needed to purchase and implement the Field Worker  
8                   software application.

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

10   **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
11   **DAY OF \* 2013.**

---

Linda Murphy, Assembly President

ATTEST:

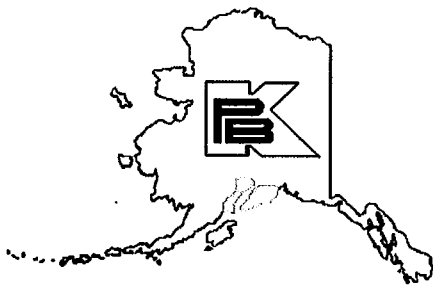
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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



# KENAI PENINSULA BOROUGH

## Assessing Department

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441, Ext. 2230

PHONE: (907) 714-2230 • FAX: (907) 714-2393

www.borough.kenai.ak.us

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

## MEMORANDUM

TO: Linda Murphy, Assembly President  
Members of the Kenai Peninsula Borough Assembly

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

FROM: Tom Anderson, Borough Assessor *TCA*

DATE: November 21, 2012

SUBJECT: Ordinance 2012-19- 40, appropriating a supplemental appropriation of \$25,000 to purchase and implement Field Worker software for the assessing department

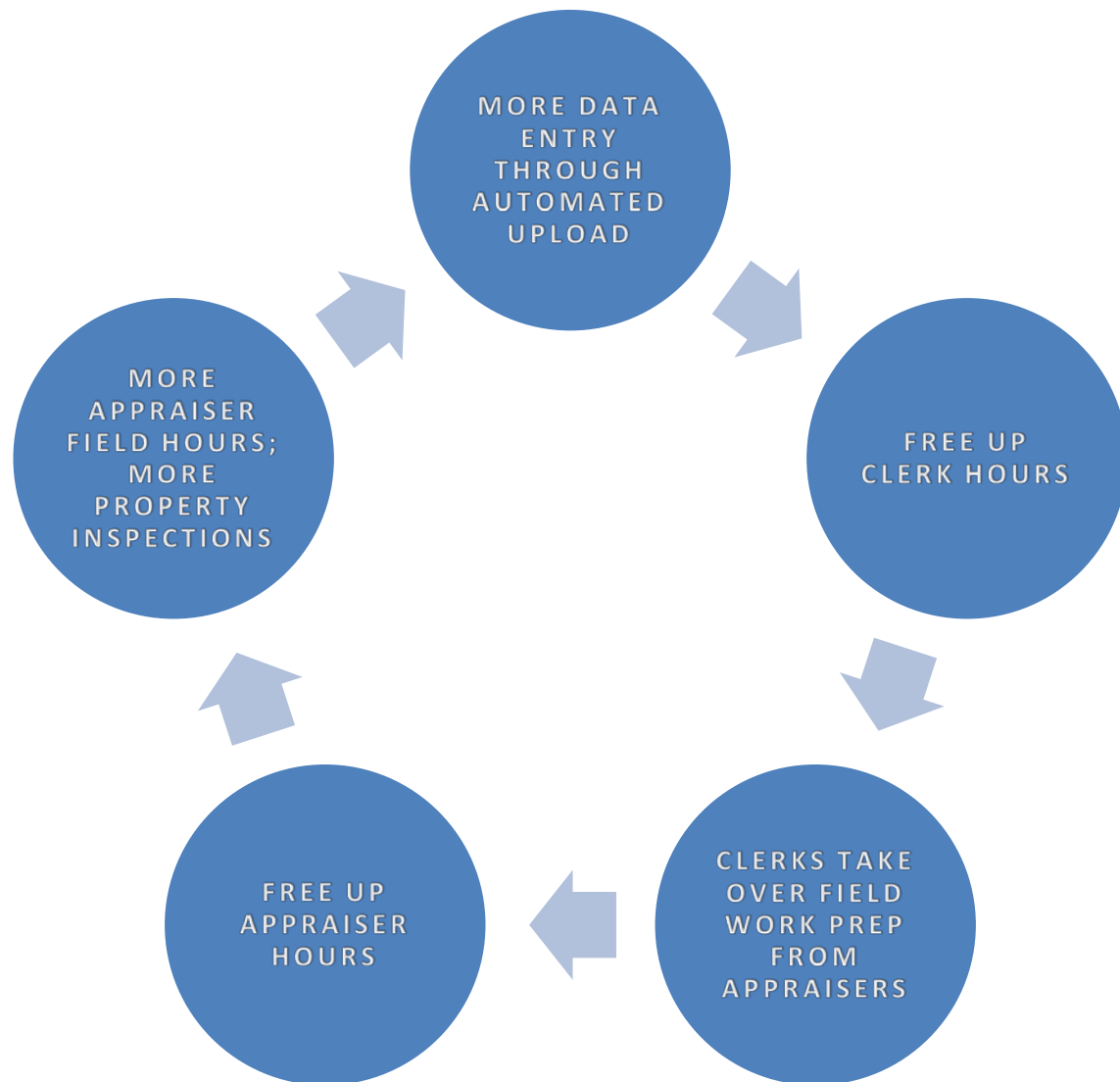
Assessing Department managers have identified a software application, Field Worker, which is compatible with its Proval database software and supported by its vendor, Thomsen Reuters (formerly Manatron). Implementation of the Field Worker application will enable appraisal staff in the field to update property records electronically using a computer tablet device, rather than using paper records as they currently do. Further, it enables upload of data changes to the database upon return to the office, which will reduce errors and save time over manual data entry.

Data entry time saved by administrative staff will be used to prepare property records into sets for inspection, which will be checked out to the field staff on the tablets. This will save preparation time for the appraisal manager and the field staff, which will enable more hours in the field and, in turn, more field inspections completed.

The assessing department's primary objective in making this change to its work flow process is to get more inspections done and data changes entered with existing staff. While assembly resolution 2003-008 requires the department to maintain a five year re-inspection cycle, the department has consistently fallen short of this mandate, and the current cycle is approximately seven years. Implementing Field Worker is the most cost effective way of speeding up the re-inspection cycle.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>100.27910 FB</u>
Amount	<u>\$25,000</u>
By: <u>pc</u> <i>C Chapman</i>	Date: <u>11/21/12</u>





Contract Price			
		HRS	
Field Worker Software			12,800
Professional Services			
Basic Programming	80		16,000
Custom Programming	40		8,000
Training	40		6,000
Total One-Time Charges			<u>42,800</u>
Software Support Services (Annual)			5,950
Contingency			3,000
Total			<u><u>51,750</u></u>

\*

FY 2013 Budget		
Computer Software		26,750
Equipment Replacement Fund (Tablet Computer Installment)		7,734
Total		<u><u>34,484</u></u>

\*\*

Supplemental Request	
*Total Contract Price less **Computer Software Budget amt	25,000

Introduced by:	Mayor
Date:	12/04/12
Hearing:	01/08/13
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-19-41**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF TWO PROPERTIES AND  
BUSINESS ASSETS FOR HOSPITAL PURPOSES, APPROPRIATING \$3,591,500  
FROM THE CPGH, INC. PLANT REPLACEMENT AND EXPANSION FUND FOR  
PURCHASE AND REMODELING COSTS, AND AUTHORIZING AN AMENDMENT  
TO THE CPGH, INC. LEASE AND OPERATING AGREEMENT**

1 **WHEREAS,** the Kenai Peninsula Borough ("Borough") owns and provides for the operation of  
2 Central Peninsula Hospital ("Hospital"), and for other health services and Medical  
3 Facilities, through the Central Kenai Peninsula Hospital Service Area, ("Service  
4 Area"); and

5 **WHEREAS,** the Borough has entered into a Lease and Operating Agreement with Central  
6 Peninsula General Hospital, Inc. ("CPGH, Inc.") for the lease and operation of the  
7 Hospital and other Medical Facilities, to operate these Medical Facilities on a  
8 nonprofit basis in order to ensure the continued availability of the Medical  
9 Facilities to the Service Area residents and visitors; and

10 **WHEREAS,** CPGH, Inc, provides physical therapy services to the residents of the Service Area  
11 through the health care providers employed in its Physical Medicine Department,  
12 including outpatient physical therapy services through its physical therapy line in  
13 leased premises located in Soldotna and Kenai, Alaska; and

14 **WHEREAS,** Central Peninsula Hospital was approached by Denali-Mesa Corporation and  
15 Denali Unlimited, LLC, the owners of Frontier Physical Therapy, with a desire to  
16 sell their business assets and real property currently located at 108 East Corral  
17 Street, Soldotna, Alaska and 260 Caviar Street, Kenai, Alaska; and

1   **WHEREAS,** purchase of those assets and real properties will allow CPGH, Inc. additional  
2                   space in Kenai, Alaska needed for expansion of physical therapy services in  
3                   Kenai, Alaska, will meet CPGH, Inc.'s need for additional space for its health care  
4                   providers in Soldotna, Alaska, and is reasonable and necessary to provide  
5                   additional services in the therapy services line; and

6   **WHEREAS,** the owners are currently asking \$2,867,500 for the business assets and properties;  
7                   and

8   **WHEREAS,** CPGH, Inc. estimates that an additional \$700,000 will be required for renovations  
9                   necessary to lease out the Soldotna property to medical service providers and  
10                  \$24,000 for closing costs; and

11 **WHEREAS,** CPGH, Inc., Denali-Mesa Corporation and Denali Unlimited, LLC have obtained  
12                  an independent business valuation of Frontier Therapy Service's assets and  
13                  business by a qualified independent firm to be used to establish the fair market  
14                  value of those assets and business in conjunction with the negotiations for CPGH,  
15                  Inc.'s and the Borough's acquisitions; and

16 **WHEREAS,** CPGH, Inc. Administration, Denali-Mesa Corporation and Denali Unlimited,  
17                  LLC have developed draft Purchase and Sale Agreements, with purchase price  
18                  and allocation of purchase price to assets being agreed upon at fair market value  
19                  in conjunction with the Independent Business Valuation and backed-up by a  
20                  property appraisal, with the Purchase and Sale Agreement for the business assets  
21                  to be between Denali-Mesa Corporation as Seller and CPGH, Inc. as Purchaser,  
22                  and with the Purchase and Sale Agreement for the buildings and real estate to be  
23                  between Denali Unlimited, LLC as Seller and Kenai Peninsula Borough as  
24                  Purchaser; and

25 **WHEREAS,** upon purchase it would be appropriate to amend the lease and operating  
26                  agreement with CPGH, Inc. to include these properties; and

1 **WHEREAS**, at its meeting of November 20, 2012, the CPGH, Inc. Executive Committee  
2 considered CPGH, Inc. Resolution 2012-85 and voted to approve the purchase  
3 and sale agreements and to recommend that the Kenai Peninsula Borough  
4 Assembly approve them; and

5 **WHEREAS**, at its meeting of December 18, 2012, the CPGH, Inc. Board of Directors voted to  
6 the Board's Executive Committee action of November 20, 2012; and

7 **WHEREAS**, the Central Kenai Peninsula Hospital Service Area Board, at its meeting of  
8 December 17, 2012, recommended \_\_\_\_\_; and

9 **WHEREAS**, the KPB Planning Commission at its regularly scheduled meeting of January 7,  
10 2013, recommended \_\_\_\_\_;

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

13 **SECTION 1.** That the Assembly finds that purchasing the following described real properties  
14 pursuant to KPB 17.10.040 and associated business assets is in the best interest of  
15 the borough as it furthers the purposes of the Central Kenai Peninsula Hospital  
16 Service Area to provide health care services:

17 a) Lot 51A Binkley Street/Shady Lane ROW Dedication and Replat (Plat No.  
18 KN 88-40), Kenai Recording District, Third Judicial District, State of Alaska.

19 b) Lot 7 Aleyeska Subdivision Part 1 (Plat No. K-1442), Kenai Recording  
20 District, Third Judicial District, State of Alaska.

21 c) Assets of the business known as Frontier Therapy Services, including all  
22 equipment and other tangible and intangible assets associated with the Kenai  
23 and Soldotna branches as described in the business asset purchase and sale  
24 agreement.

1    **SECTION 2.** That the purchase price shall be \$2,867,500.00, the closing costs are estimated to  
2                   be \$24,000, the renovation costs are estimated to be \$700,000 and all other terms  
3                   and conditions set forth in the purchase agreements attached to this ordinance are  
4                   hereby approved.

5    **SECTION 3.** That the acquisitions are for hospital purposes, and are pursuant to and subject to  
6                   the Lease and Operating Agreement between the Borough and CPGH, Inc.

7    **SECTION 4.** That the above-described lands are zoned as Central Mixed Use pursuant to City  
8                   of Kenai zoning code and Limited Commercial pursuant to City of Soldotna  
9                   zoning code and therefore are not proposed to be further classified under KPB  
10                  17.10.080.

11   **SECTION 5.** That CPGH, Inc. is authorized to purchase the assets of Denali-Mesa Corporation  
12                  d/b/a Frontier Physical Therapy as described in the accompanying purchase and  
13                  sale agreement.

14   **SECTION 6.** That the mayor is authorized to execute the purchase and sale agreement of real  
15                  property described above substantially in the form of the agreement  
16                  accompanying this ordinance, and any and all other documents necessary to  
17                  effectuate the intents and purposes of this ordinance.

18   **SECTION 7.** That the mayor is authorized to execute an amendment to the lease and operating  
19                  agreement with Central Peninsula General Hospital, Inc. substantially in the form  
20                  of the agreement attached hereto and incorporated herein by reference. This  
21                  agreement amends Section 2 of the lease and operating agreement to provide a  
22                  description of those real properties listed in Section 1.

23   **SECTION 8.** That \$3,591,500 is appropriated from the CPGH, Inc. Plant Replacement and  
24                  Expansion Fund to account no. 490.81110.13FRN.49999 for the purchase price,  
25                  renovation and estimated closing costs.

1 **SECTION 9.** That Sections 1, 2, 3, 4, 5, 6, and 8 of this ordinance shall take effect immediately  
2 upon its enactment.

3 **SECTION 10.** That Section 7 of this ordinance shall take effect upon purchase of the properties  
4 listed in Section 1 above.

5 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
6 **DAY OF \* 2013.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 262-4441 • FAX: (907) 262-1892

www.borough.kenai.ak.us

MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

**TO:** Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

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

**DATE:** November 21, 2012

**SUBJECT:** Ordinance 2012-19-41, authorizing the acquisition of two properties and business assets for hospital purposes and appropriating \$3,591,500 from the CPGH, Inc. Plant Replacement and Expansion Fund

Central Peninsula General Hospital, Inc. (CPGH, Inc.) was approached by the owners of Frontier Physical Therapy who proposed to sell their business assets and real property located in Kenai and Soldotna. Central Peninsula Hospital is in need of additional medical office and physical therapy space in Soldotna and additional physical therapy space in Kenai. The parties have reached tentative agreements for the purchase and sale of these assets at fair market value subject to final CPGH, Inc. Board approval and KPB Assembly approval. Additionally, remodeling will be required for the Soldotna property in order to make the space suitable to be leased to additional service providers. The estimated total purchase price is \$2,867,500 for the business assets and properties. An additional \$700,000 is estimated to be necessary to pay for the needed renovations. Funds for the purchase, renovations, and estimated closing costs of \$24,000 will be paid from the CPGH, Inc. plant replacement and expansion fund.

Additionally, if this is approved it is appropriate to amend the CPGH, Inc. lease and operating agreement to include the newly acquired property as being subject to the lease and operating agreement. The borough administration is conducting its own due diligence evaluation of this acquisition and will provide the assembly with any additional information prior to final hearing. Your consideration of this ordinance would be appreciated.

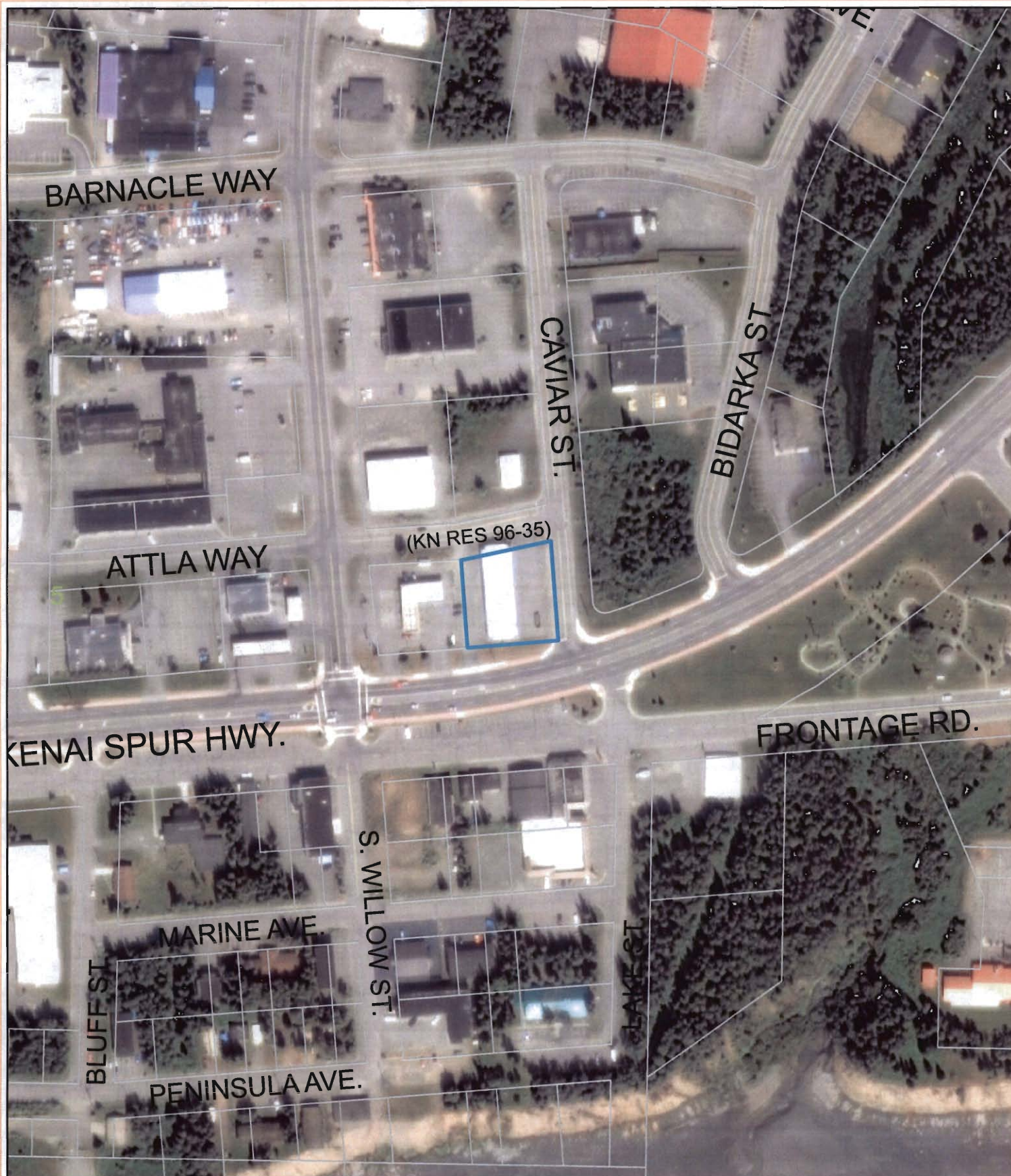
FINANCE DEPARTMENT  
FUNDS VERIFIED

Acct. No. 490-00000-00000-2-0602

Amount \$3,591,500.00

By: *C Chapman* Date: 11/26/2012





The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

0 105 210 420 Feet

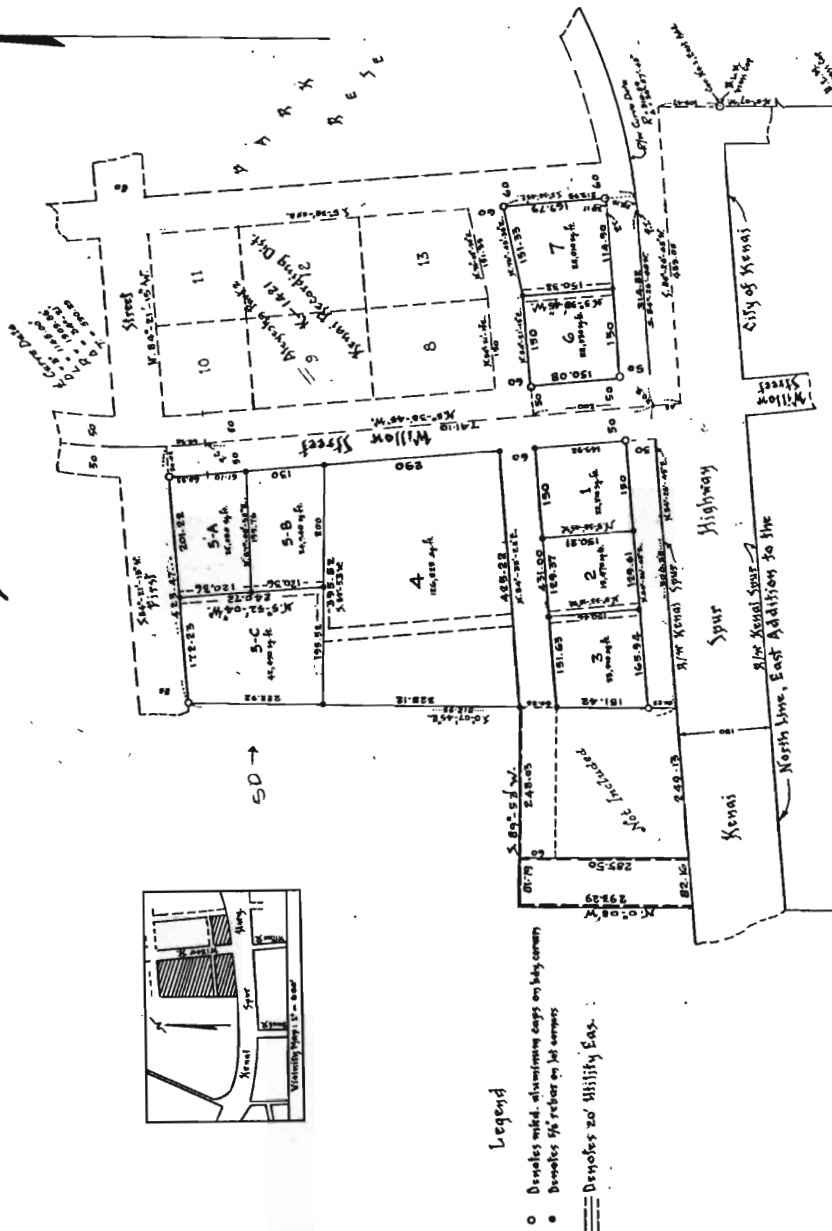
260 Caviar Street  
Kenai Alaska  
Frontier Physical Therapy



Printed on Jan 22, 2009



# Aleyeska Subdivision (Part One) City of Kenai, Alaska



**Description:** Two certain tracts of land in the City of Kenai, Alaska, according to the plat thereof approved April 14, 1931, run N. 0°-07' W. on a projection of the East line of said addition for 105.47 feet to a point on the right-of-way of the Kenai Spur Hwy.; thence S. 84°-26'-45" W. for 489.05 feet to an intersection with the Southern projection of the centerline of Willow St.; thence N. 5°-38'-45" W. along said projection for 45 feet to an intersection with the right-of-way of the Kenai Spur Hwy. and the Point of Beginning; thence continue N. 5°-38'-45" W. along said centerline for 211.10 feet to the P.C. of a curve connecting to the East and having a radius of 1900.00 feet and a central angle of 54°-21'; thence along the arc of said curve for 68.92 feet; thence S. 84°-26'-45" W. for 423.47 feet; thence S. 0°-07'-45" E. for 812.95 feet to the right-of-way of Kenai Spur Hwy.; thence N. 84°-26'-45" E. along said right-of-way for 500.30 feet to the Point of Beginning.

**Tract "A":** From Cor. No. 1, East Addition to Kenai, Alaska, according to the plat thereof approved April 14, 1931, run N. 0°-07' W. on a projection of the East line of said addition for 105.47 feet to a point on the right-of-way of the Kenai Spur Hwy.; thence S. 84°-26'-45" W. for 489.05 feet to an intersection with the Southern projection of the centerline of Willow St.; thence N. 5°-38'-45" W. along said projection for 45 feet to an intersection with the right-of-way of the Kenai Spur Hwy. and the Point of Beginning; thence continue N. 5°-38'-45" W. along said centerline for 211.10 feet to the P.C. of a curve connecting to the East and having a radius of 1900.00 feet and a central angle of 54°-21'; thence along the arc of said curve for 68.92 feet; thence S. 84°-26'-45" W. for 423.47 feet; thence S. 0°-07'-45" E. for 812.95 feet to the right-of-way of Kenai Spur Hwy.; thence N. 84°-26'-45" E. along said right-of-way for 500.30 feet to the Point of Beginning.

**Tract "B":** From Cor. No. 1, East Addition to Kenai, Alaska, run N. 0°-07' W. on a projection of the East line of said addition for 105.47 feet to a point on the right-of-way of the Kenai Spur Hwy.; thence S. 84°-26'-45" W. for 489.05 feet to an intersection with the Southern projection of the centerline of Willow St.; thence N. 5°-38'-45" W. along said projection for 45 feet to an intersection with the right-of-way of the Kenai Spur Hwy. and the Point of Beginning; thence continue N. 5°-38'-45" W. along said centerline for 211.10 feet to the P.C. of a curve connecting to the East and having a radius of 1900.00 feet and a central angle of 54°-21'; thence along the arc of said curve for 68.92 feet; thence S. 84°-26'-45" W. for 423.47 feet; thence S. 0°-07'-45" E. for 812.95 feet to the right-of-way of Kenai Spur Hwy.; thence N. 84°-26'-45" E. along said right-of-way for 500.30 feet to the Point of Beginning.

Kenai City Planning Commission

Resolved 30 March 1936

Approved April 6, 1936

By *Robert L. Clark*

By *William A. Johnson*

Kenai City Council

This is to certify that the within plat was duly submitted to and approved by the Council of Kenai City, Alaska, by resolution number 12, authenticated as passed this 12 day of April 1936

*James J. Taylor*

City Clerk

Consent:

Each of the lots in this subdivision shall be subject to assessment for improvements required by ordinance of the City of Kenai, when installed by the City of Kenai.

*James J. Taylor*

City Clerk



Alaska Stat. Part 1  
4/7/36  
ENCL 1-1403

City of Kenai  
Alaska  
Scale: 1" = 100'  
F. J. Malone  
Kenai  
ALASKA SUBDIVISION, PART ONE 645





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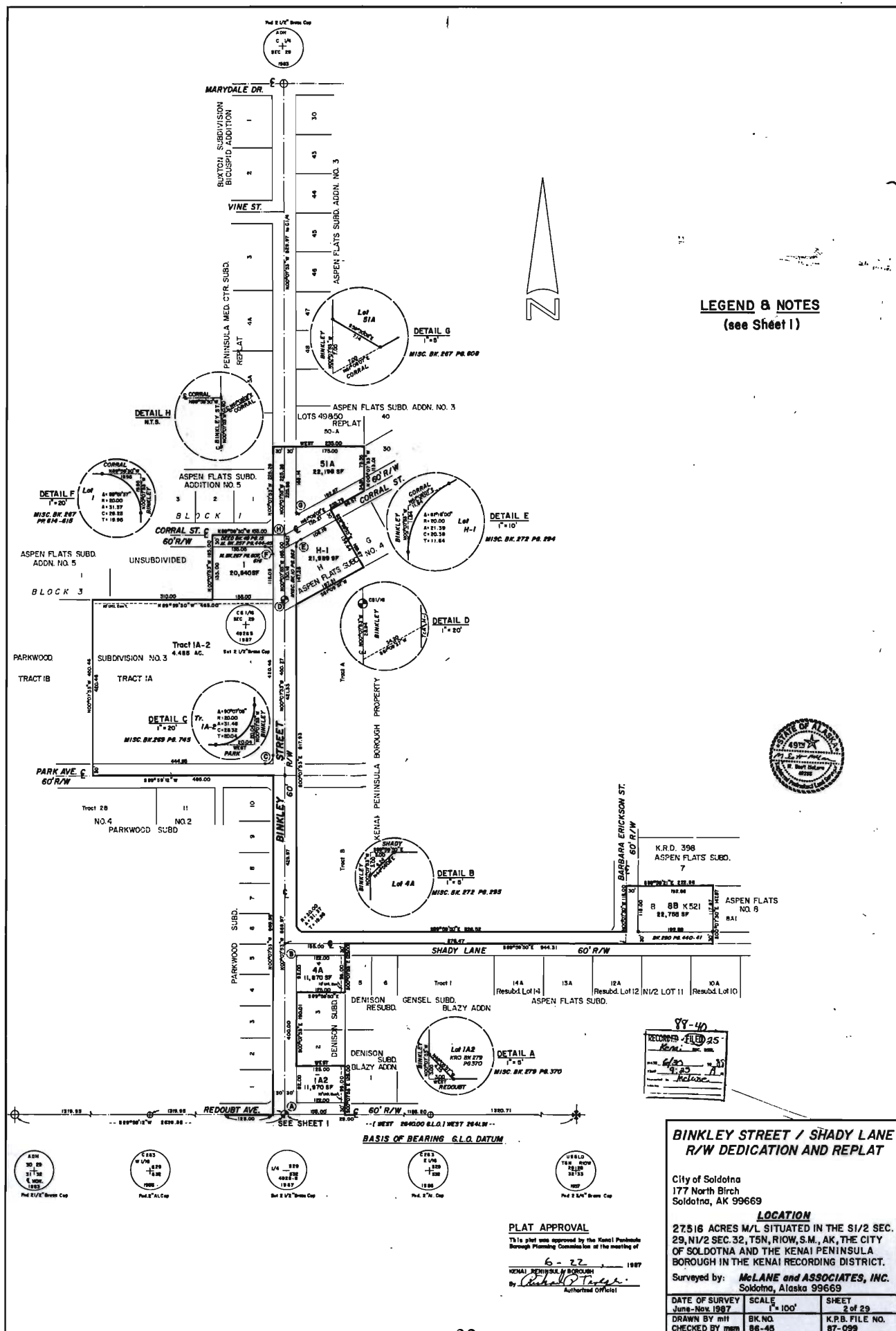
0 120 240 480 Feet

108 East Corral Street  
Soldotna Alaska  
Frontier Physical Therapy



Printed on Jan 22, 2009





# PURCHASE AND SALE AGREEMENT

Date: December \_\_\_\_, 2012

**SELLER:** Gabriel A. Lujan, President  
Denali-Mesa Corporation  
D.b.a. Frontier Physical Therapy  
907 E. Dowling Rd., Suite 26  
Anchorage, AK, 99518 ("Business Seller")

**PURCHASER:** Richard L. Davis, Chief Executive Officer  
Central Peninsula General Hospital, Inc. D.b.a. Central  
Peninsula Hospital ("CPGH, Inc.")

Brokerage: Matthew Fink, Dynamic Properties, Inc., (907) 261-7620

## I. PURCHASE PRICE AND EARNEST MONEY:

Upon mutual acceptance of this Agreement, the Purchaser shall deposit the sum of Fifty Thousand Dollars and no cents (\$50,000.00) into the trust account of Dynamic Properties, Inc., as Earnest Money on and part payment for the business assets including equipment, furniture, inventory, trade fixtures, goodwill, trademarks, leases and other intangible assets of that business known as **Frontier Therapy Services** located at **108 East Corral Street, Soldotna, Alaska 99669** and **260 Caviar Street, Kenai, Alaska 99611** all collectively known as the "**Property**" and as described in further detail below, which property the payer of the above deposit herewith agrees to purchase for the total price of **One Million One Hundred Eighty-Five Thousand Dollars (\$1,185,000.00)**, on which sum the above deposit will apply.

## II. DESCRIPTION OF PROPERTY:

1. All furniture, fixtures, equipment, electronics, software, tools, systems, inventory and machinery now owned or hereafter acquired, attached Exhibit "A".
2. All clients, contract rights, customers, vendor's agreements, service contracts existing as of the date of closing.
3. Trade name "Frontier Therapy Services" along with all logos, trademarks, letterhead, advertising, pre-printed material such as brochures and other collateral material identifying and representing the business.
4. All other business assets dedicated to and pertinent to this business, including but not limited to telephone numbers, fax numbers, mailing lists, customer lists, white page listings and yellow page advertising.

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

Accounts receivable of record as of midnight the night before closing shall not be included in the sale, not part of the purchase price and will be retained by Seller at closing. Seller will provide a detailed list of such receivables at closing as Exhibit B. Purchaser shall immediately pay over to Seller any accounts receivable paid to Purchaser, which are due to the Seller. Purchaser is not responsible for the collection of accounts due to Seller nor will Purchaser make efforts toward collection of such accounts.

### III. PURCHASE TERMS:

Purchaser shall pay **One Million One Hundred Eighty-Five Thousand Dollars (\$1,185,000.00) for the Property** including earnest money at closing.

### IV. CLOSING:

A) The consummation of the purchase and sale of the Property (Closing) shall be coordinated by and take place at the office of First American Title Company on or before **January 31, 2013, with a simultaneous closing of the Real Property and Improvements to the Kenai Peninsula Borough.** Closing can be extended by mutual written consent.

B) The Purchase Price shall be paid and all documents necessary for the consummation of this transaction shall be executed and delivered on or prior to the Closing Date, and Seller shall deliver possession of the Property to Purchaser on recording.

C) At or prior to Closing, Seller shall deposit the following documents in escrow with the Title Company:

i. A bill of sale in recordable form executed on behalf of Seller, conveying good title to Purchaser of the Property described above;

ii. Such conveyance or transfer tax forms, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property.

iii. Evidence of the existence, organization and authority of Seller and the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy.

iv. Any additional documents that Purchaser or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

D) At or prior to Closing, Purchaser shall deposit the following in escrow with the Title Company:

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

- i. The remainder of the Purchase Price.
- ii. Such conveyance or transfer tax forms, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Property.
- iii. Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy.
- iv. Any additional documents that Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

**V. PURCHASE PRICE ALLOCATION:**

The allocation of the total purchase price shall be as follows:

(i) Frontier Therapy Services Business	\$1,185,000.00
(ii) Furniture, fixtures and equipment:	_____
(iii) Clients and contract rights:	_____
(iv) Goodwill:	_____
(v) Non-Compete Agreement	_____
Total Purchase Price:	\$1,185,000.00

Allocation of the Purchase Price shall be mutually agreed to by the Parties prior to the expiration of the due diligence period.

**VI. PURCHASERS FINANCING:**

Purchaser shall provide Seller a qualifying letter from a financial institution or verification of funds to close this transaction by no later than **December 31, 2012**.

**VII. PURCHASERS DUE DILIGENCE:**

The Purchaser shall have a period up to **January 20, 2013** to complete their due diligence which began August 1, 2012. The Purchaser shall notify the Seller prior to the expiration of the due diligence period, in writing, in the event the Purchaser, in its sole discretion, declines the property for *any reason* in which event this transaction shall be terminated and the earnest money refunded in full to the Purchaser.

This Agreement is specifically subject to the Purchase being approved by the Board of Directors of the Purchaser and the Kenai Borough Assembly and Mayor, and is specifically subject to the availability and appropriation of funds for payment of the

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

purchase price from the CPGH, Inc. Plant Replacement and Expansion Fund ("PREF"). If the CPGH, Inc. Board of Directors fails to approve by resolution the Purchase and the transfer of funds for the purchase price from the PREF or if the Kenai Peninsula Borough Assembly fails to enact an ordinance approving the Purchase and appropriating funds from the PREF for payment of the purchase price, this agreement shall be terminated without penalty.

This Agreement is subject to a simultaneous sale of the Real Property and Improvements (Real Estate) to the Kenai Borough where the Property is located.

All additional information requested of Seller shall be provided as soon as possible to effectuate Purchasers due diligence completion. All Purchaser contingencies to be either accepted completed and/or waived by the timeline above, but in no event later than **January 20, 2012**. Should Purchaser want to extend the timeline in any of the contingencies, Purchaser to request the same in writing prior to its expiration. Seller, at its sole discretion, may agree to extend the due diligence period. The earnest money will become non-refundable as of **January 21, 2013**.

#### **VIII. PURCHASE TERMS AND CONDITIONS:**

1. All the Property is being sold "AS IS, WHERE IS". Seller is not making any representations, implied or expressed, as to the condition or of any aspect of the Property. Purchaser is advised to conduct all of its own inspections prior to purchasing this Property. Purchaser is purchasing the Property in its current condition and configuration. Although this is an "AS IS" sale, Purchaser's obligation to purchase the Property is expressly conditioned on the Purchaser's approval, in its sole discretion, of the condition of the Property. In addition, purchase of the property is subject to the Purchaser's review of equipment purchase contracts or equipment leases, if any, affecting the Property; and such equipment purchase contracts or equipment leases being satisfactory to Purchaser.

2. Seller shall pay the following closing costs where applicable to each:

- a) ½ recording fee
- b) ½ documentation preparation fee
- c) ½ escrow closing fee
- d) Own attorney's fees
- e) UCC search at the State and the applicable District for each entity, business and/or person, associated with the business.
- f) Fees for releasing UCC statements filed against the Seller
- g) Brokerage fee to Dynamic Properties, Inc.

3. Purchaser shall pay the following closing costs:

- a) ½ recording fee

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_



- b) ½ documentation preparation fee  
c) ½ escrow closing fee  
d) All Purchasers financing fees including appraisals, if applicable.  
e) All other fees associated with Purchaser s due diligence inspections  
f) Own attorney fees

4. Seller to provide Purchaser, if requested, with training and consulting services for a period of Sixty (60) days following closing at no additional cost to Purchaser. The training and consulting to be conducted during regular business hours at up to 20 hours per week, at Purchasers option. In addition, Seller will be available via phone for consultation for up to six months after closing to ensure a smooth transition.

5. Property taxes shall be prorated to the date of closing, except as otherwise expressly provided in this Agreement, all prorations provided for shall be final. For purposes of all prorations provided for in this Agreement, Seller shall be responsible for all days up to the Closing Date, and Purchaser shall be responsible for Closing Date and all days after Closing.

6. Prepaid expenses relating to the business assets, including but not limited to utilities and payroll, paid by Seller and relating to periods after the closing date, shall be prorated at closing, if applicable.

7. All Property shall be transferred to the Purchaser by bill of sale, free and clear of any liens or encumbrances.

8. Purchaser assumes no liability relative to the operating business herein for any debts, payables or obligations of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due except where Purchaser will agree at closing to assume all continuous open client care as prescribed and monthly telephone directory costs. Seller shall be obligated to satisfy all other accounts payable due on open accounts up until the closing of this transaction unless otherwise mutually agreed to in writing prior to closing.

9. Seller hereby indemnifies and holds the Purchaser harmless from and against any loss, cost claim, liability, or expense suffered or incurred by Purchaser from and after the date of closing arising from or connected to Seller's ownership of Property prior to the closing excluding as agreed to in 9 above.

10. Purchaser hereby indemnifies and holds the Seller harmless from and against any loss, cost claim, liability, or expense suffered or incurred by Seller from and after the date of closing arising from or connected with Purchasers ownership of the Property purchased herein.

11. Purchaser may form a new entity prior to closing and transfer the rights to this agreement to the entity for closing purposes. Seller agrees to allow Purchaser to assign

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

this agreement to the new entity.

12. This document and the referenced attachment(s), if any, consisting of \_\_\_\_\_ ( ) pages, contain the entire Agreement between the parties. There are no understandings, oral or written, which in any manner change or enlarge what is set forth herein. The plural shall include the singular. It may not be modified except in writing signed by both parties.

13. It is mutually agreed upon by all parties that the Broker and/or their Licensee shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or upon the part of either party to this Agreement.

14. In the event that the Broker is unable to determine to his satisfaction which party is responsible for failing to perform the requirements of this Agreement, the Broker shall request the Parties to execute an agreement for release of the earnest monies to one or the other party. Broker need not disburse earnest monies until an Agreement is signed. Alternatively, Broker may: (a) with Purchaser's and Seller's consent, submit the matter to an agreed upon arbitrator or mediator; or (b) interplead the earnest money with the courts for determination of who is entitled to the earnest monies. The Broker shall be entitled to an award, from the earnest monies, of reasonable attorney's fee and cost for interpleading the earnest money.

15. All parties agree that a facsimile transmission of any original document shall have the same effect as an original. Any signature required on an original document shall be completed when a facsimile copy has been signed, except for documents to be recorded which required original signatures. The parties agree that facsimile copies of documents shall be appended to the original thereof, integrated therewith and given full effect as if an original.

16. Seller and Purchaser hereby acknowledge Dynamic Properties, Inc. as licensee for the Seller and will provide the Purchaser with specific assistance in this transaction. **The Purchaser and Seller are hereby formally advised to seek legal and tax advice regarding this document and the financial outcome of this transaction. Dynamic Properties, Inc. / Matthew Fink are not authorized and have not given any legal or tax advice.**

17. This transaction shall close in the escrow offices of **First American Title**.

18. Purchaser, by his signature below, hereby certifies that all information provided by the Seller shall be treated in a strictly confidential manner for the purpose of confirming their interest in completing the purchase of the Property described herein and for no other purpose. Purchaser shall not share this information with outsiders or competitors of the Seller, subject to the following exceptions: Purchaser may share this information with (1) Purchaser's own attorneys and consultants; (2) the Mayor and Administration of the Kenai Peninsula Borough under claim of confidentiality; (3) such information may be

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

made public as may be reasonable and necessary to obtain Borough Assembly approval and appropriation of funds from the PREF for payment of the purchase price.

19. Seller represents and warrants, based upon its actual knowledge, and without obligation to conduct additional investigation, as of the date hereof and as of the Closing Date that:

a. To the best of Seller's knowledge, Seller has received no notice from any governmental authority of any pending or threatened i) zoning, building fire, or health code violations or violations of other governmental requirements or regulations with respect to the Buildings that have not previously been corrected, or (ii) any condemnation of the Building. Seller further warrants and represents that in the event it receives any such notice prior to the Closing Date, it will provide to Purchaser copies of any such notice immediately.

b. The lease agreements in place for both buildings will be cancelled as of the recording date of the sale with a simultaneous sale of the real property to the Kenai Borough.

c. That they are duly qualified and authorized to do business and are in good standing in the State of Alaska.

d. That they have paid all income, and other taxes which are payable by it relative to the Property herein to all United States (federal, state and local) taxing authority.

e. Seller is the owner of the Property and has full power to transfer the Property free and clear of all liens, encumbrances, security interests, equities, options, claims, charges, and restrictions.

f. Seller has and on the date of closing will have complied with all material laws, rules, regulations and orders applicable to the operations of Seller's business and the sale of the Property.

g. Seller will, from the date of mutual agreement of this offer until closing, use its best efforts to preserve all existing business relationships with clients, suppliers, employees, and use its best efforts to obtain customers and preserve existing customer relationships.

The representations and warranties contained in this Section shall survive Closing.

20. Seller's Covenants. Between the date of the execution of this Agreement and the Closing, Seller shall:

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

a. Maintain the Property in its present condition, and not permit any changes or alterations to or upon the Property.

b. Not permit any lien or other encumbrance affecting the Property to be foreclosed.

21. Purchaser represents and warrants, based upon its actual knowledge, and without obligation to conduct additional investigation, as of the date hereof and as of the Closing Date that:

a. That they are financially qualified to purchase this Property and are in good standing in the State of Alaska.

b. Purchasers are currently not in any type of Bankruptcy proceedings or any other type of litigation that could hamper their ability to purchase this Property.

c. Purchaser has and on the date of closing will have complied with all material laws, rules, regulations and orders applicable to the purchase of this Property.

22. Risk of Loss. Seller shall bear all risk of loss with respect to the Property up to the earlier of the date upon which either possession or title to the Property is transferred to Purchaser in accordance with this Agreement. Notwithstanding the foregoing, in the event material damage of the Property prior to the Closing Date occurs, Purchaser may:

a. Terminate its obligations under this Agreement and receive a full refund of the earnest money; or

b. Proceed with the Closing, in which event Seller shall assign all Seller's right, title and interest in and to any insurance proceeds to Purchaser if applicable.

23. In the event Purchaser fails to perform the obligations set forth in this Agreement, (except as excused by Seller's default), Seller will make written demand for performance. If the Purchaser fails to comply with such written demand within Ten (10) days after receipt hereof, Seller will have option to waive such default, demand specific performance, or terminate this Agreement and, on such termination, all the earnest money will be forfeited to the Seller.

24. In the event Seller fails to perform the obligations set forth in this Agreement, (except as excused by the Purchaser's default), Purchaser will make written demand for performance. If the Seller fails to comply with such written demand within Ten (10) days after receipt hereof, Purchaser will have option to waive such default, demand specific performance, or terminate this Agreement and, on such termination, the earnest money will be refunded to the Purchaser.

25. Purchaser, Seller, and Broker agree that in the event any litigation is instituted to collect any sum due broker to enforce or interpret any of the provisions of this

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

agreement, the prevailing party or parties shall be entitled to recover from the other(s) their reasonable attorneys fees and court costs including appeals, as determined by the court in such action or suit.

26. Purchaser and Seller hereby authorize the lending institution to furnish Broker / Licensee with closing statements upon request. Purchaser and Seller authorize all lenders, escrow Agents and appraisers to furnish the listing licensees, on request, any and all information and copies of documents, concerning the status, progress, and final disposition of: loans, credit, appraisal, closing, conveyances and any and all other matter related to this sale.

27. Notices. All notices, waiver, election, approvals and demands required or permitted to be given hereunder shall be in writing, via email with confirmation of receipt, mailed postage prepaid, certified mail, return receipt requested, or transmitted by facsimile to the address for each party as designated herein. Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be effective when personally delivered or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail, or in the case of facsimile notice or email, when sent, if answered back or confirmation is received.

Notice for Seller and Purchaser: Matthew Fink / Dynamic Properties, Inc.  
3111 C Street, Suite 100  
Anchorage, Alaska 99503

28. Time is of the essence in this contract. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date/or/time.

29. Employee Matters. Certain Responsibilities of Seller. Purchaser shall be under no obligation to hire any employees of Seller. Purchaser may interview all employees of Seller, through Seller orchestrated interviews, after the expiration of the Due Diligence Period. Seller shall be solely responsible for and shall satisfy all of Seller's obligations to its employees on account of its employees' employment by Seller, including, without limitation, any liability for employment agreements, accrued wages (including salaries and commissions), severance benefits, "COBRA" benefits, vacation pay, pension and profit sharing contributions, seniority rights or other forms of benefits of any type or nature on account of said employee' employment by Seller.

30. Hired Employees. Purchaser shall have a right to make offers of employment to any of Seller's employees after due diligence is completed and only through Seller orchestrated interviews. Seller will terminate the employment of any remaining employees working for Seller effective as of the date and time of Recording, and will give such notices and perform such other obligations as may be required in connection therewith and the transactions contemplated by this Agreement. It is understood and agreed that employment by, or an offer of employment to, employees of Seller by Purchaser shall not constitute any commitment, contract, obligation or understanding (express or implied) on the part of Seller to a post-Closing Date employment

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

relationship of any fixed term or duration. Any employment with Purchaser may be terminated by Purchaser at any time for any reason.

31. Gender. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural and vice versa, unless the context requires otherwise.

32. Construction: Severability. No provisions of this Agreement will be construed by any court or other judicial authority against any party by reason of such party being deemed to have drafted or structured such provisions. If any provisions of this Agreement or application to any party or circumstances is determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which is so determined invalid or unenforceable, will not be affected and every other provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

33. Governing Law. This Agreement will be construed, and the obligations of the parties, will be determined in accordance with the laws of the State of Alaska.

34. Attorney's Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising under this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims.

35. IRC Section 1031 Cooperation. Each party understands that the other party may structure the sale of the property to assure that the transaction qualifies as a 'like-kind exchange' of real estate pursuant to Section 1031 of the Internal Revenue Code of 1986, in accordance with the terms and provisions hereinafter provided. Such cooperation may include purchasing the property from a qualified intermediary, as such term is defined in the Code and the Regulations promulgated there under; establishing an escrow account (with appropriate escrow executing such further documentation as may be reasonably necessary, to qualify the transaction as a 'like-kind exchange,' allowing the qualified intermediary to convey the Property to Purchaser; establishing an escrow account to hold the proceeds from the Purchaser's purchase of the Property in the event exchange property is not acquired on or before the acquisition of the Property; and executing all documentation reasonably required to allow the qualified intermediary to acquire the real estate identified by Seller and transfer the same to Seller. Such cooperation shall not be deemed to require waiver of any rights under other provisions of this Agreement.

36. Third Parties. The provisions of this Agreement and of the documents to be executed and delivered at closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

Purchaser Initials\_\_\_\_\_

Sellers Initials\_\_\_\_\_

37. All the final sale documents to be reviewed and approved by the Seller's and Purchaser's attorneys prior to closing. Purchaser hereby designates \_\_\_\_\_ as its lawful attorney to review and approve all legal documents necessary to complete this transaction. Seller hereby designates \_\_\_\_\_ as its lawful attorney to review and approve all legal documents necessary to complete this transaction.

38. EXPIRATION: This offer will expire if not signed by both parties by **December \_\_\_\_, 2012.**

39. Non-compete Agreement: Upon closing, Sellers agree to sign a non-compete agreement for a similar or like business in the Kenai Peninsula Borough, State of Alaska for a period of five (5) years. This agreement will be drafted and approved by both parties during the due diligence period.

**AS TO PURCHASER:** By signing this agreement, PURCHASER, hereby acknowledges that PURCHASER is relying solely on PURCHASER'S own inspection of the Property and the representations of SELLER not of Broker/Licensee with regards to the prior operating history of the business, the value of the assets being purchased and all other material facts of SELLER in making this offer. PURCHASER acknowledges that the Broker/Licensee have not verified, and will not verify, the representations of SELLER and should any such representations be untrue, PURCHASER agrees to look solely to SELLER for relief and to indemnify Broker/Licensee and hold Broker/Licensee harmless in connection with all losses and damages caused PURCHASER thereby.

**AS TO SELLER:** SELLER acknowledges that Broker/Licensee has made no representations concerning the credit worthiness or ability of PURCHASER to complete this transaction, and relies solely on PURCHASER representations and not Broker/Licensee with respect thereto. SELLER agrees to look solely to PURCHASER for relief and to indemnify Broker/Licensee and hold Broker/Licensee harmless in connection with all losses and damages caused SELLER thereby.

### **ACCEPTANCE BY PURCHASER**

I/We understand that this is a legally binding contract. Purchaser has read the foregoing Offer and accepts it as representing the terms and conditions communicated to the Broker and accept full responsibility for the completeness and accuracy thereof.

**Purchaser herein acknowledges that this agreement has significant legal and financial consequences and that he/they have been advised to seek independent**

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

legal and financial counsel. The broker or licensee cannot give legal advice. The person(s) executing below has (have) the authority and believe they are financially qualified to enter into this agreement for the purchase of the properties described herein.

**PURCHASER:** CPGH, Inc.

\_\_\_\_\_  
By: Richard Davis  
Its: Chief Executive Officer

\_\_\_\_\_  
Date

### ACCEPTANCE BY SELLER

I/We understand that this is a legally binding contract. Seller has read the foregoing Offer and accepts it as representing the terms and conditions communicated to the Broker and accept full responsibility for the completeness and accuracy thereof.

**Seller herein acknowledges that this agreement has significant legal and financial consequences and that they have been advised to seek independent legal and financial counsel. The broker or licensee cannot give legal advice. The person(s) executing below has (have) the authority to enter into this agreement on behalf of the entities in ownership of the properties described herein.**

**SELLER:** Denali Mesa Corporation

\_\_\_\_\_  
By: Gabriel Lujan  
Its: President

\_\_\_\_\_  
Date

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_



# PURCHASE AND SALE AGREEMENT

Date: December \_\_, 2012

**SELLER:** Gabriel A. Lujan, Member  
Denali Unlimited, LLC.  
907 E. Dowling Rd., Suite 26  
Anchorage, AK, 99518 ("Property Seller")

**PURCHASER:** Mike Navarre, Mayor  
Kenai Peninsula Borough, State of Alaska

Brokerage: Matthew Fink, Dynamic Properties, Inc., (907) 261-7620

## I. PURCHASE PRICE AND EARNEST MONEY:

Upon mutual acceptance of this Agreement, the Purchaser shall deposit the sum of Fifty Thousand Dollars and no cents (\$50,000.00) into the trust account of Dynamic Properties, Inc., as Earnest Money on and part payment for the real property and improvement located at **108 East Corral Street, Soldotna, Alaska 99669** and **260 Caviar Street, Kenai, Alaska 99611** all collectively known as the "**Property**" and as described in further detail below, which property the payer of the above deposit herewith agrees to purchase for the total price of **One Million Six Hundred and Eighty Two Thousand Five Hundred Dollars (\$1,682,500.00)**, on which sum the above deposit will apply.

## II. DESCRIPTION OF PROPERTY:

1. Real Property and Improvements located at 108 East Corral Street, Soldotna, Alaska 99669; Parcel No. 05912122 and 260 Caviar Street, Kenai, Alaska 99611; Parcel No. 04320014.

## III. PURCHASE TERMS:

Purchaser shall pay **One Million Six Hundred and Eighty Two Thousand Five Hundred Dollars (\$1,682,500.00)**, for the **Property** including earnest money at closing.

## IV. CLOSING:

A) The consummation of the purchase and sale of the Property (Closing) shall be coordinated by and take place at the office of First American Title Company on or before **January 31, 2013, with a simultaneous closing of the Business with CPGH, Inc.** Closing can be extended by mutual written consent.

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

B) The Purchase Price shall be paid and all documents necessary for the consummation of this transaction shall be executed and delivered on or prior to the Closing Date, and Seller shall deliver possession of the Property to Purchaser on recording.

C) At or prior to Closing, Seller shall deposit the following documents in escrow with the Title Company:

- i. A Warranty Deed in recordable form executed on behalf of Seller, conveying good title to Purchaser of the Property described above;
- ii. Such conveyance or transfer tax forms, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property.
- iii. Evidence of the existence, organization and authority of Seller and the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy.
- iv. Any additional documents that Purchaser or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

D) At or prior to Closing, Purchaser shall deposit the following in escrow with the Title Company:

- i. The remainder of the Purchase Price.
- ii. Such conveyance or transfer tax forms, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Real Property.
- iii. Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy.
- iv. Any additional documents that Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

## V. PURCHASE PRICE ALLOCATION:

The allocation of the total purchase price shall be as follows:

- |      |                                       |              |
|------|---------------------------------------|--------------|
| (i)  | 108 East Corral Street, Soldotna, Ak. | \$935,000.00 |
| (ii) | 260 Cavier Street, Kenai, Ak.         | \$747,500.00 |

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

Total Purchase Price:

\$1,682,500.00

#### VI. PURCHASERS FINANCING:

Purchaser shall provide Seller a qualifying letter from a financial institution or verification of funds to close this transaction by no later than **December 31, 2012**.

#### VII. PURCHASERS DUE DILIGENCE:

The Purchaser shall have a period up to **January 20, 2013** to complete their due diligence which began August 1, 2012. The Purchaser shall notify the Seller prior to the expiration of the due diligence period, in writing, in the event the Purchaser, in its sole discretion, declines the property for *any reason* in which event this transaction shall be terminated and the earnest money refunded in full to the Purchaser.

This Agreement is specifically subject to the Purchase being approved by the Board of Directors of the CPGH, Inc. and the Kenai Peninsula Borough Assembly and Mayor, and is specifically subject to the availability and appropriation of funds for payment of the purchase price from the CPGH, Inc. Plant Replacement and Expansion Fund ("PREF"). If the CPGH, Inc. Board of Directors fails to approve by resolution the Purchase and the transfer of funds for the purchase price from the PREF or if the Kenai Peninsula Borough Assembly fails to enact an ordinance approving the Purchase and appropriating funds from the PREF for payment of the purchase price, this agreement shall be terminated without penalty.

This Agreement is subject to a simultaneous sale of the Business of Frontier Therapy Services to CPGH, Inc. located on the Property.

All additional information requested of Seller shall be provided as soon as possible to effectuate Purchasers due diligence completion. All Purchaser contingencies to be either accepted completed and/or waived by the timeline above, but in no event later than **January 20, 2013**. Should Purchaser want to extend the timeline in any of the contingencies, Purchaser to request the same in writing prior to its expiration. Seller, at its sole discretion, may agree to extend the due diligence period. The earnest money will become non-refundable as of **January 21, 2013**.

#### VIII. PURCHASE TERMS AND CONDITIONS:

1. All the Property is being sold "AS IS, WHERE IS". Seller is not making any representations, implied or expressed, as to the condition or of any aspect of the Property. Purchaser is advised to conduct all of its own inspections prior to purchasing this Property. Purchaser is purchasing the Property in its current condition and configuration. Although this is an "AS IS" sale, Purchaser's obligation to purchase the Property is expressly conditioned on the Purchaser's approval, in its sole discretion, of the condition of the Property, including the physical and environmental condition of the

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

property. In addition, purchase of the property is subject to the Purchaser's review of leases, if any, affecting the Property; and such leases being satisfactory to Purchaser.

2. Seller shall pay the following closing costs where applicable to each:

- a) ½ recording fee
- b) ½ documentation preparation fee
- c) ½ escrow closing fee
- d) Own attorney's fees
- e) Standard Title Insurance
- f) Brokerage fee to Dynamic Properties, Inc.

3. Purchaser shall pay the following closing costs:

- a) ½ recording fee
- b) ½ documentation preparation fee
- c) ½ escrow closing fee
- d) All Purchaser's financing fees including appraisals, if applicable.
- e) All other fees associated with Purchaser's due diligence inspections
- f) Own attorney fees
- g) Extended Coverage Title insurance, if applicable

4. Evidence of Title. Within ten (10) days of mutual acceptance, Seller shall provide Purchaser a copy of a preliminary title reports for a standard owners policy of title insurance (commitment) issued by First American Title Agency. Prior to the expiration of the Due Diligence Period, Purchaser shall deliver written notice to Seller of Purchaser's objections, if any to such commitment. Seller shall cure any and all financing liens of an amount created by, under or through Seller, which liens Seller shall cause to be released at or prior to Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose), and Seller shall deliver the Property free and clear of any such financing liens. Seller further agrees to remove any exceptions or encumbrances to title which are voluntarily created by, under or through Seller after the Effective Date without Purchaser's consent (if requested, such consent shall not be unreasonably withheld or delayed). The term "**Permitted Exceptions**" shall mean: the specific exceptions in the Commitment that the Title Company has not agreed to remove from the Commitment and that Seller is not required to remove as provided above; matters created by, through or under Purchaser. In the event that Purchaser shall object to the title, Seller shall notify Purchaser within five (5) Business Days following the date of Purchaser's notice of such objections that either: a) the exceptions have been removed from the Commitment, or will be removed at or prior to Closing or b) are or will be insured over by the Title Company pursuant to an endorsement to the Commitment. Alternatively, within said five (5) Business Day period, Seller may notify Purchaser that the objections will not be removed or insured over, and Purchaser may elect to either:

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

a. terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser; or

b. take title "as is, where is"; which election must be made by Purchaser within five business (5) days following the notice from Seller.

5. Property taxes shall be prorated to the date of closing, except as otherwise expressly provided in this Agreement, all prorations provided for shall be final. For purposes of all prorations provided for in this Agreement, Seller shall be responsible for all days up to the Closing Date, and Purchaser shall be responsible for Closing Date and all days after Closing.

6. All Property shall be transferred to the Purchaser by warranty deed free and clear of any liens or encumbrances.

7. Seller hereby indemnifies and holds the Purchaser harmless from and against any loss, cost claim, liability, or expense suffered or incurred by Purchaser from and after the date of closing arising from or connected to Seller's ownership of Property prior to the closing.

8. Purchaser hereby indemnifies and holds the Seller harmless from and against any loss, cost claim, liability, or expense suffered or incurred by Seller from and after the date of closing arising from or connected with Purchasers ownership of the Property purchased herein.

9. This document and the referenced attachment(s), if any, consisting of Eleven (11) pages, contain the entire Agreement between the parties. There are no understandings, oral or written, which in any manner change or enlarge what is set forth herein. The plural shall include the singular. It may not be modified except in writing signed by both parties.

10. It is mutually agreed upon by all parties that the Broker and/or their Licensee shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or upon the part of either party to this Agreement.

11. In the event that the Broker is unable to determine to his satisfaction which party is responsible for failing to perform the requirements of this Agreement, the Broker shall request the Parties to execute an agreement for release of the earnest monies to one or the other party. Broker need not disburse earnest monies until an Agreement is signed. Alternatively, Broker may: (a) with Purchaser's and Seller's consent, submit the matter to an agreed upon arbitrator or mediator; or (b) interplead the earnest money with the courts for determination of who is entitled to the earnest monies. The Broker shall be entitled to an award, from the earnest monies, of reasonable attorney's fee and cost for interpleading the earnest money.

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

12. Due to varied methods of measuring square footage, Brokers/Licensee make no guarantee of the accuracy of figures quoted. Purchaser should independently measure square footage if exact calculations are desired.

13. All parties agree that a facsimile transmission of any original document shall have the same effect as an original. Any signature required on an original document shall be completed when a facsimile copy has been signed, except for documents to be recorded which required original signatures. The parties agree that facsimile copies of documents shall be appended to the original thereof, integrated therewith and given full effect as if an original.

14. Seller and Purchaser hereby acknowledge Dynamic Properties, Inc. as licensee for the Seller and will provide the Purchaser with specific assistance in this transaction. Both parties acknowledge the Alaska Consumer Pamphlet here attached. **The Purchaser and Seller are hereby formally advised to seek legal and tax advice regarding this document and the financial outcome of this transaction. Dynamic Properties, Inc. / Matthew Fink are not authorized and have not given any legal or tax advice.**

15. This transaction shall close in the escrow offices of **First American Title**.

16. Seller represents and warrants, based upon its actual knowledge, and without obligation to conduct additional investigation, as of the date hereof and as of the Closing Date that:

a. To the best of Seller's knowledge, Seller has received no notice from any governmental authority of any pending or threatened i) zoning, building fire, or health code violations or violations of other governmental requirements or regulations with respect to the Property that have not previously been corrected, or (ii) any condemnation of the Property. Seller further warrants and represents that in the event it receives any such notice prior to the Closing Date, it will provide to Purchaser copies of any such notice immediately.

b. The lease agreements in place for both buildings will be cancelled as of the recording date of the sale with a simultaneous sale of the Business to CPGH, Inc.

c. That they are duly qualified and authorized to do business and are in good standing in the State of Alaska.

d. That they have paid all income, and other taxes which are payable by it relative to the Property herein to all United States (federal, state and local) taxing authority.

e. Seller is the owner of the Property and has full power to transfer the Property free and clear of all liens, encumbrances, security interests, equities, options, claims,

Purchaser Initials\_\_\_\_\_

Sellers Initials\_\_\_\_\_

charges, and restrictions.

f. Seller has and on the date of closing will have complied with all material laws, rules, regulations and orders applicable to the operations of Seller's business and the sale of the Property.

The representations and warranties contained in this Section shall survive Closing.

17. Seller's Covenants. Between the date of the execution of this Agreement and the Closing, Seller shall:

a. Maintain the Property in its present condition, and not permit any changes or alterations to or upon the Property.

b. Not permit any lien or other encumbrance affecting the Property to be foreclosed.

18. Purchaser represents and warrants, based upon its actual knowledge, and without obligation to conduct additional investigation, as of the date hereof and as of the Closing Date that:

a. That they are financially qualified to purchase this Property and are in good standing in the State of Alaska.

b. Purchasers are currently not in any type of Bankruptcy proceedings or any other type of litigation that could hamper their ability to purchase this Property.

c. Purchaser has and on the date of closing will have complied with all material laws, rules, regulations and orders applicable to the purchase of this Property.

19. Risk of Loss. Seller shall bear all risk of loss with respect to the Property up to the earlier of the date upon which either possession or title to the Property is transferred to Purchaser in accordance with this Agreement. Notwithstanding the foregoing, in the event material damage of the Property prior to the Closing Date occurs, Purchaser may:

a. Terminate its obligations under this Agreement and receive a full refund of the earnest money; or

b. Proceed with the Closing, in which event Seller shall assign all Seller's right, title and interest in and to any insurance proceeds to Purchaser if applicable.

20. In the event Purchaser fails to perform the obligations set forth in this Agreement, (except as excused by Seller's default), Seller will make written demand for performance. If the Purchaser fails to comply with such written demand within Ten (10) days after receipt hereof, Seller will have option to waive such default, demand specific

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

performance, or terminate this Agreement and, on such termination, all the earnest money will be forfeited to the Seller.

21. In the event Seller fails to perform the obligations set forth in this Agreement, (except as excused by the Purchaser's default), Purchaser will make written demand for performance. If the Seller fails to comply with such written demand within Ten (10) days after receipt hereof, Purchaser will have option to waive such default, demand specific performance, or terminate this Agreement and, on such termination, the earnest money will be refunded to the Purchaser.

22. Purchaser, Seller, and Broker agree that in the event any litigation is instituted to collect any sum due broker to enforce or interpret any of the provisions of this agreement, the prevailing party or parties shall be entitled to recover from the other(s) their reasonable attorneys fees and court costs including appeals, as determined by the court in such action or suit.

23. Purchaser and Seller hereby authorize the lending institution to furnish Broker / Licensee with closing statements upon request. Purchaser and Seller authorize all lenders, escrow Agents and appraisers to furnish the listing licensees, on request, any and all information and copies of documents, concerning the status, progress, and final disposition of: loans, credit, appraisal, closing, conveyances and any and all other matter related to this sale.

24. Notices. All notices, waiver, election, approvals and demands required or permitted to be given hereunder shall be in writing, via email with confirmation of receipt, mailed postage prepaid, certified mail, return receipt requested, or transmitted by facsimile to the address for each party as designated herein. Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be effective when personally delivered or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail, or in the case of facsimile notice or email, when sent, if answered back or confirmation is received.

Notice for Seller and Purchaser: Matthew Fink / Dynamic Properties, Inc.  
3111 C Street, Suite 100  
Anchorage, Alaska 99503

25. Time is of the essence in this contract. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date/or/time.

25. Gender. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural and vice versa, unless the context requires otherwise.

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_



26. Construction: Severability. No provisions of this Agreement will be construed by any court or other judicial authority against any party by reason of such party being deemed to have drafted or structured such provisions. If any provisions of this Agreement or application to any party or circumstances is determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which is so determined invalid or unenforceable, will not be affected and every other provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

27. Governing Law. This Agreement will be construed, and the obligations of the parties, will be determined in accordance with the laws of the State of Alaska.

28. Attorney's Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising under this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims.

29. IRC Section 1031 Cooperation. Each party understands that the other party may structure the sale of the property to assure that the transaction qualifies as a 'like-kind exchange' of real estate pursuant to Section 1031 of the Internal Revenue Code of 1986, in accordance with the terms and provisions hereinafter provided. Such cooperation may include purchasing the property from a qualified intermediary, as such term is defined in the Code and the Regulations promulgated there under; establishing an escrow account (with appropriate escrow executing such further documentation as may be reasonably necessary, to qualify the transaction as a 'like-kind exchange,' allowing the qualified intermediary to convey the Property to Purchaser; establishing an escrow account to hold the proceeds from the Purchaser's purchase of the Property in the event exchange property is not acquired on or before the acquisition of the Property; and executing all documentation reasonably required to allow the qualified intermediary to acquire the real estate identified by Seller and transfer the same to Seller. Such cooperation shall not be deemed to require waiver of any rights under other provisions of this Agreement.

30. Third Parties. The provisions of this Agreement and of the documents to be executed and delivered at closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

31. All the final sale documents to be reviewed and approved by the Seller's and Purchaser's attorneys prior to closing. Purchaser hereby designates \_\_\_\_\_ as its lawful attorney to review and approve all legal documents necessary to complete this transaction. Seller hereby designates \_\_\_\_\_ as its lawful attorney to review and approve all legal documents necessary to complete this transaction.

Purchaser Initials \_\_\_\_\_ Sellers Initials \_\_\_\_\_

32. EXPIRATION: This offer will expire if not signed by both parties by **December \_\_\_\_, 2012.**

**AS TO PURCHASER:** By signing this agreement, PURCHASER, hereby acknowledges that PURCHASER is relying solely on PURCHASER'S own inspection of the Property and the representations of SELLER not of Broker/Licensee and all other material facts of SELLER in making this offer. PURCHASER acknowledges that the Broker/Licensee have not verified, and will not verify, the representations of SELLER and should any such representations be untrue, PURCHASER agrees to look solely to SELLER for relief and to indemnify Broker/Licensee and hold Broker/Licensee harmless in connection with all losses and damages caused PURCHASER thereby.

**AS TO SELLER:** SELLER acknowledges that Broker/Licensee has made no representations concerning the credit worthiness or ability of PURCHASER to complete this transaction, and relies solely on PURCHASER representations and not Broker/Licensee with respect thereto. SELLER agrees to look solely to PURCHASER for relief and to indemnify Broker/Licensee and hold Broker/Licensee harmless in connection with all losses and damages caused SELLER thereby.

#### **ACCEPTANCE BY PURCHASER**

I/We understand that this is a legally binding contract. Purchaser has read the foregoing Offer and accepts it as representing the terms and conditions communicated to the Broker and accept full responsibility for the completeness and accuracy thereof.

**Purchaser herein acknowledges that this agreement has significant legal and financial consequences and that he/they have been advised to seek independent legal and financial counsel. The broker or licensee cannot give legal advice. The person(s) executing below has (have) the authority and believe they are financially qualified to enter into this agreement for the purchase of the properties described herein.**

**PURCHASER:**

**Kenai Peninsula Borough**

\_\_\_\_\_  
By: Mike Navarre  
Its: Mayor

\_\_\_\_\_  
Date

Purchaser Initials\_\_\_\_\_

Sellers Initials\_\_\_\_\_

Approved by KPB Res. 2013- \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Borough Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Borough Attorney

#### ACCEPTANCE BY SELLER

I/We understand that this is a legally binding contract. Seller has read the foregoing Offer and accepts it as representing the terms and conditions communicated to the Broker and accept full responsibility for the completeness and accuracy thereof.

**Seller herein acknowledges that this agreement has significant legal and financial consequences and that they have been advised to seek independent legal and financial counsel. The broker or licensee cannot give legal advice. The person(s) executing below has (have) the authority to enter into this agreement on behalf of the entities in ownership of the properties described herein.**

**SELLER:** Denali Unlimited, LLC.

By: Gabriel A. Lujan  
Its: Member

\_\_\_\_\_ Date

Purchaser Initials \_\_\_\_\_

Sellers Initials \_\_\_\_\_

Introduced by: Tauriainen, Smith  
Date: 12/04/12  
Hearing: 01/08/13  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-39**

**AN ORDINANCE ENACTING KPB 21.04.020 AND AMENDING KPB 21.11.030 TO  
REQUIRE NOTICE BY MAIL TO OWNERS OF PROPERTY LOCATED IN A  
ZONING DISTRICT PROPOSED TO BE CREATED, AMENDED, OR ABOLISHED**

- 1   **WHEREAS,**   KPB 21.11.030 provides for direct notification by mail of planning commission  
2                   and advisory planning commission hearings to property owners within a 300-  
3                   foot periphery of the parcel affected by a proposed action; and
- 4   **WHEREAS,**   this provision currently excludes direct notification for proposed zoning  
5                   ordinance amendments involving a change in the text or major district boundary  
6                   changes and instead only requires notices to be displayed in at least 3 public  
7                   places; and
- 8   **WHEREAS,**   applying this notice requirement to the rural district would potentially be  
9                   difficult and costly to implement as that district includes all property in the  
10                  borough outside of the cities and is likely to include many properties not  
11                  affected by the proposed changes; and
- 12   **WHEREAS,**   surrounding property owners are directly notified in the case of planning  
13                  commission issues such as material sites, plat, and vacation applications, and  
14                  street renaming resolutions; and
- 15   **WHEREAS,**   zoning amendments can often result in significant impacts on affected property  
16                  owners; and

1   **WHEREAS,**   Goal 6.5, Objective 1, Implementation Action (C) of the borough's  
2                   comprehensive plan is to provide advance notice to all affected property owners  
3                   of land use regulation changes involving their property, allowing sufficient time  
4                   for comments; and

5   **WHEREAS,**   providing such notice for assembly hearings instead of planning commission  
6                   hearings would be appropriate as the assembly is the final decision-maker on  
7                   such zoning changes; and

8   **WHEREAS,**   implementation of this notification requirement for property owners in the  
9                   affected zoning district is appropriate and reasonable;

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

12   **SECTION 1.**   That the Kenai Peninsula Borough Code of Ordinances is hereby amended by  
13                   adding a new section to be numbered 21.04.020, which shall read as follows:

14                   **21.04.020. Notification of proposed zoning district creation or change and**  
15                   **hearing.**

16                   A. When a public hearing is to be held by the Assembly concerning the  
17                   creation, amendment, or abolishment of a zoning district other than the rural  
18                   district, a notice containing the following information shall be published at  
19                   least twice in a newspaper of general circulation in the subject zoning  
20                   district during each of the 2 calendar weeks prior to the public hearing date.  
21                   Additionally a copy of the notice shall be mailed to all real property owners  
22                   of record on the borough assessor's records of property located in the  
23                   specific district proposed to be created, amended, or abolished. If the  
24                   subject district is an overlay district this notice by mail requirement shall not

1 apply to owners of property in other districts that is not located in the  
2 subject overlay district.

3 B. Where an amendment to an existing zoning district involves only increasing  
4 the size of the district only the parcels within the area to be added to the  
5 district are required to receive the notice set forth in KPB 21.04.020(A).

6 C. The notice shall contain at least the following information:

- 7 1. A brief summary of the proposal on which the public body is to act  
8 including a description of what the proposal would allow and  
9 disallow.
- 10 2. A legal and common description of the property involved.
- 11 3. Date, time and place of the public hearing.
- 12 4. Borough staff contact information from whom the public may obtain  
13 more detailed information.

14 **SECTION 2.** That KPB 21.11.030 is hereby amended as follows:

15 **21.11.030 – Notification of neighboring property owners.**

16 A copy of the aforementioned newspaper notification shall be mailed to real  
17 property owners on record on the borough assessor's records within a 300-foot  
18 periphery of the parcel affected by the proposed action. This provision does not  
19 apply [w]hen a public hearing is to be held about a proposed zoning ordinance  
20 amendment involving a change in the text or major district boundary changes[,  
21 no notification of neighboring property owners shall be required, but notices  
22 shall be displayed in at least 3 public places]. Instead, notice in such cases is  
23 governed by KPB 21.04.020.

1    **SECTION 3.**    That this ordinance shall take effect on July 1, 2013.

2    **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
3    **DAY OF \* 2013.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes:

No:

Absent:

# KENAI PENINSULA BOROUGH

## Kenai Peninsula Borough Assembly

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

Linda Murphy, Assembly President  
Hal Smalley, Vice President

---

### MEMORANDUM

**TO:** Linda Murphy, Assembly President  
Kenai Peninsula Borough Assembly Members

**FROM:** Ray Tauriainen, Assembly Member *B for R. T.*  
Bill Smith, Assembly Member *Bill Smith*

**DATE:** December 27, 2012

**RE:** Amendment to Ordinance 2012-39, Requiring Notice by Mail to Owners of Property Located in a Zoning District Proposed to be Created, Amended, or Abolished

---

As currently written, this ordinance does not identify which parcels' owners shall receive notice when an existing zoning district is proposed to be decreased. The following amendment is proposed to address this issue. Additionally, please add Bill Smith as a co-sponsor of this ordinance.

➤ Amend Section 1, paragraph 21.04.020(B) as follows:

B. Where an amendment to an existing zoning district involves only increasing or decreasing the size of the district the administration is only required to mail the notice set forth in KPB 21.04.020(A) [ONLY] to the owners of record of parcels with a changed status [WITHIN THE AREA TO BE ADDED TO THE DISTRICT ARE REQUIRED TO RECEIVE THE NOTICE SET FORTH IN KPB 21.04.020(A)].

Your favorable consideration is appreciated.



# KENAI PENINSULA BOROUGH

## Kenai Peninsula Borough Assembly


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

Linda Murphy, Assembly President  
Hal Smalley, Vice President

---

### MEMORANDUM

**TO:** Linda Murphy, Assembly President  
Kenai Peninsula Borough Assembly Members

**FROM:** Ray Tauriainen, Assembly Member 

**DATE:** November 20, 2012

**RE:** Ordinance 2012-39, amending KPB chapter 21.11 regarding direct notification of property owners affected by land use regulation

---

Property owners whose property was directly impacted by KPB ordinance 2011-12 were not personally notified of the ordinance until after it was enacted. It is KPB policy to directly notify surrounding property owners in the case of such things as pending conditional use permit applications and street renaming. Therefore it only seems appropriate to amend the code to also directly notify property owners within a zoning district subject to proposed land use regulation changes. It was determined by discussion with the planning department that implementation is reasonable. Your support of this ordinance is appreciated.

Introduced by: Legislative Committee  
Date: 01/08/12  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-001**

**A RESOLUTION ESTABLISHING KENAI PENINSULA BOROUGH STATE CAPITAL  
PROJECT PRIORITIES FOR THE YEAR 2013**

1 **WHEREAS,** the Twenty-Eight Legislature, First Session, will consider adoption of the State's  
2 operating and capital budget during the session convening January 15, 2013; and

3 **WHEREAS,** the Assembly finds it is in the best interest of the Borough to establish priorities  
4 for capital projects which can be submitted to the State for possible funding;

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

7 **SECTION 1.** That the Borough priorities for capital projects for the year 2013, as shown in the  
8 document entitled, "Kenai Peninsula Borough State Funding Priorities – 2013,"  
9 on file in the Clerk's Office, are hereby adopted.

10 **SECTION 2.** That a copy of this resolution and accompanying priority list shall be provided to  
11 Governor Parnell and all legislators representing the Kenai Peninsula Borough.

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

13 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 8TH**  
14 **DAY JANUARY, 2013.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes:

No:

Absent:

A draft of the priority list was distributed to the Assembly on 12/04/12 for review.

An electronic version is available on our website:

<http://www.borough.kenai.ak.us/assembly-clerk/legislative-priorities>



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

**TO:** Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

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

**DATE:** December 28, 2012

**SUBJECT:** Additional State Funding Priority Items

Two items have been included in this packet for addition to the State Funding Priorities 2013 book as follows:

- 1) Extension of Paved Lighted Pedestrian Path – K Beach Elementary School to Kenai Peninsula College. This item would be included as a special project and is an important upgrade for the College, K Beach Elementary, Alaska Christian College, and the surrounding residents.
- 2) District Wide Security Camera System. This would be added under the Capital Priorities portion of the book. Funding will provide camera monitoring at key access ways and points for both Kenai Peninsula Borough and Kenai Peninsula Borough School District facilities.

Your consideration of these additions is appreciated.



# Kenai Peninsula Borough

## Year 2013 State Capital Improvement Projects

### CAPITAL PROJECT: SECURITY CAMERA SYSTEM

**Funding Recipient:** Kenai Peninsula Borough

**Project Name:** District Wide Security Camera System

Tier: 2

**Detailed Project Description and Justification:**

Camera monitoring is proposed at key access ways and points for all Kenai Peninsula Borough owned buildings (school and government facilities) to address the continual need for building security and monitoring, as well as assuring against aggression and/or vandalism.

The security camera system will provide a mechanism to deter vandalism and destruction of community property and will provide successful legal prosecution of those who participate in the vandalism and destruction of property at any Kenai Peninsula Borough owned facility. This system would not only be implemented in schools but would be provided in other key areas within the Kenai Peninsula Borough where previous vandalism or destruction of property has occurred. This will be used as a mitigation tool and overall, the financial burden will be lessened to the taxpayer in cleaning up and replacement of property.

This is Phase two of two of this project. Phase One was funded in 2012.

**Time line:** After funds have been appropriated, an aggressive tie line to implement will be created and executed to put these cameras in place, which will hopefully help with vandalism and destruction of property across the Borough.

**Funding Requested:** \$ 1,035,000

**Election District:** Senate: N, O, & R  
House: 28, 29, 30, 35 & 36

### CONTACT INFORMATION

Kevin Lyon  
47140 East Poppy Lane  
Soldotna, Alaska 99669

Phone: (907) 262-9657  
Fax: (907) 262-6090  
E-mail: [klyon@borough.kenai.ak.us](mailto:klyon@borough.kenai.ak.us)



# Kenai Peninsula Borough

## Year 2013 State Capital Improvement Projects

### SPECIAL PROJECT

**Funding Recipient:** State of Alaska Department of Transportation

**Project Name:** Extension of Paved Lighted Pedestrian Path—K-Beach Elementary  
School to Kenai Peninsula College

#### Detailed Project Description and Justification:

The project would extend a paved walking path that presently runs from Kalifornsky Beach Rd. along East Poppy Lane to just past Ravenwood Street. It is request that this path be extended approximately 4/10th of a mile ending at the intersection of Poppy Ridge Rd. near the Kenai Peninsula College entrance.

The justification for this request is as follows:

There continues to be increased use of the roadway by students and other residents as they walk to business establishments along K-Beach Rd.

- K-6 students attending K-Beach Elementary use the road to walk to and from school. This past year, more youngsters are walking and biking along this road than in past years.
- Alaska Christian College expects to house 50 students (about 20 more than presently) within the next 1-2 years and all are without cars so they frequently walk to K-Beach businesses and to Kenai Peninsula College to attend classes.
- KPC student housing will be completed in Aug. 2013 and will accommodate 102 students. Many of these students will not have cars so the number of students walking along Poppy Lane will increase dramatically. Many of these students would also use such a path to bicycle and walk on for physical conditioning.
- KPC housing students will take their meals at ACC through a partnership between the colleges. Part of the KPC housing budget included building a path from housing that will connect to Poppy across the driveway from ACC.

These all constitute safety issues and we believe that a paved walking path would lower the risk potential significantly. Additionally, it will give those that presently use the paved path along K-Beach another route to walk and avoid the K-Beach traffic noise and intersections.

The Kenai Peninsula College Council, Alaska Christian College Board of Advisors and Kenai Peninsula Borough School District Board of Education have all passed resolutions in favor of this project. The Kenai Peninsula Borough and City of Soldotna have included it as a priority Capital Improvement Project.

Funding Requested: \$ 463,337  
Total Project Cost: \$ 463,337

Election District: Senate: O  
House: 29

#### CONTACT INFORMATION

Gary J. Turner, Director, Kenai Peninsula College  
156 College Road  
Soldotna, Alaska 99669

Phone: (907) 262-0315  
E-mail: [gturner@kpc.alaska.edu](mailto:gturner@kpc.alaska.edu)

Introduced by:

Mayor

Date:

01/08/13

Action:

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-002**

**A RESOLUTION APPROVING THE PETITION APPLICATION FOR THE  
FORMATION OF THE SHADY NOOK SUBDIVISION UTILITY SPECIAL  
ASSESSMENT DISTRICT FOR CONSTRUCTION OF A NATURAL GAS MAIN LINE**

1 **WHEREAS,** in 1991 the voters of the Kenai Peninsula Borough adopted a nonareawide power to  
2 form special assessment districts for utility lines; and

3 **WHEREAS,** natural gas provides a safe, economical heating alternative and has been shown to  
4 increase the value and marketability of parcels; and

5 **WHEREAS,** an application has been received requesting the establishment of a utility special  
6 assessment district (USAD) for financing the construction of an extension of Enstar's  
7 natural gas main line to a district in the area of Sterling, Self Street, north of Sterling  
8 Highway and south of Entrada Drive; and

9 **WHEREAS,** at least 60 days prior to the hearing date of this resolution, the Kenai Peninsula  
10 Borough Clerks Office notified the proposed benefited parcel owners by certified  
11 mail, return receipt requested, describing the special assessment district and proposed  
12 improvement, providing a map of the proposed improvement, the date of the public  
13 hearing, and informing the recipients that no subdivision, reversion of acreage, or lot  
14 line adjustment will be recognized for USAD assessment purposes after assembly  
15 approval of the petition application; and

16 **WHEREAS,** the map showing the proposed boundary has been reviewed by the assessor and the  
17 mayor as required by KPB 5.35.030 and found to be proper and appropriate for this  
18 project; and



1 **WHEREAS** the petition sponsor has provided the assessing department with written notice of  
2 intent to proceed with assembly review of the petition application; and

3 **WHEREAS,** Enstar has submitted a letter of approval for the proposed natural gas main line  
4 extension; and

5 **WHEREAS,** there are no other special assessment liens against any of the parcels in the proposed  
6 district; and

7 **WHEREAS,** this resolution, with its attached exhibits, which are incorporated by reference as if  
8 fully set forth herein, sets out the description of the proposed improvements, the total  
9 estimated cost of constructing the improvement, a map showing the boundary, the  
10 name of each record owner within the proposed district, the tax parcel number of  
11 each parcel, the assessed valuation of each parcel, an estimate of the amount to be  
12 assessed to each parcel, the status of tax payment of each parcel, whether there are  
13 special assessment liens against any of the parcels, a description of any parcel that  
14 exceeds the assessment to value ratios set forth in KPB 5.35.070(D), the method of  
15 proposed financing, and the total number of parcels to be assessed;

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

18 **SECTION 1.** That the petition application for the proposed Shady Nook Subdivision Utility  
19 Special Assessment District is hereby approved, and the petitioner may file a  
20 petition with the assembly through the Borough Clerk.

21 **SECTION 2.** That this resolution is supported by the information in the following attached  
22 exhibits which are incorporated by reference as if fully set forth herein:

- 1) USAD information sheet describing the proposed improvement, including the total estimated project cost of \$60,166.95, which is Enstar's estimated cost of \$53,117.00 plus the borough's cost of \$7,049.95; and the estimated cost per parcel of \$4,011.13;
- 2) a map of the boundaries of the proposed USAD district and boundaries;
- 3) Enstar's commitment letter to construct the gas line, dated August 31, 2012, stating that \$53,117.00 is Enstar's total estimated cost of the improvement;
- 4) petition signature page;
- 5) Spreadsheet listing the name of the record owner of each parcel in the proposed district, the tax parcel number, the assessed valuation, an estimate of the amount to be assessed to each parcel, the status of tax payments of each parcel, whether there are other special assessment liens against any of the parcels, a description of any parcels that exceed the assessment-to-value ratio set forth in KPB 5.35.070(D), and total number of parcels to be assessed; and
- 6) Memo from the finance director stating the method of financing, interest rate to be paid, and setting forth the number and frequency of payments.

**SECTION 3.** That all parcels within the proposed USAD are benefited by the improvement as defined in KPB 5.35.105(B).

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

1 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 8TH**  
2 **DAY OF JANUARY, 2013.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 262-4441 • FAX: (907) 262-1892

www.borough.kenai.ak.us

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

TO: Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

THRU: Mike Navarre, Borough Mayor *MN*  
Tom Anderson, Director of Assessing *TCA*

FROM: Marie Payfer, Special Assessment Coordinator *MP*

DATE: December 21, 2012

SUBJECT: Resolution 2013-~~002~~, Shady Nook Subdivision USAD – Resolution Approving  
the Petition Application

An application has been received for the purpose of forming a utility special assessment district in the Sterling area, Self Street, which is north of the Sterling Highway and south of Entrada Drive (Shady Nook Subdivision USAD, hereinafter “USAD”). The project would benefit 15 parcels.

The project cost for the 2013 construction season is estimated at \$60,166.95. The proposed method of cost allocation is by equal assessment to each of the 15 benefited parcels. The per-parcel cost is estimated to be \$4,011.13.

As required by KPB 5.35.070(D) no lien for this project may exceed 21 percent of the fair market value of the property after giving effect to the estimated benefit from the improvement. Within this proposed district there are no lots that exceed the 21 percent limitation. KPB 5.35.070(E) states a special assessment district may not be approved where properties which will bear more than 10 percent of the estimated costs of the improvement are delinquent in payment of borough property taxes from the immediately preceding tax year. For this project, the immediately preceding tax year is 2011. As of December 10, 2012, no lots within the proposed district are delinquent in payment of the 2011 property taxes.

The following list of exhibits to the resolution support and are incorporated by reference in the resolution approving the petition application:

1. USAD information sheet describing the proposed improvement;
2. A map of the boundaries of the proposed USAD district and boundaries;

3. Enstar's commitment letter to construct the gas line, dated August 31, 2012;
4. Petition signature page;
5. Spreadsheet listing the name of the record owner of each parcel in the proposed district, the tax parcel number, the assessed valuation, an estimate of the amount to be assessed to each parcel, the status of tax payments of each parcel, whether there are other special assessment liens against any of the parcels, a description of any parcels that exceed the assessment-to-value ratio set forth in KPB 5.35.070(D), and total number of parcels to be assessed; and
6. Memo from the finance director stating the method of financing, interest rate to be paid, and setting forth the number and frequency of payments.

Your consideration is appreciated.

# **UTILITY SPECIAL ASSESSMENT DISTRICT INFORMATION SHEET**

## **SHADY NOOK SUBDIVISION USAD**

This petition proposes a utility special assessment district (USAD) be formed for the purpose of providing natural gas to the area in Sterling, Self Street, north of the Sterling Highway and south of Entrada Drive. A map showing the parcels to be assessed is attached.

The project proposes to lay approximately 2,550 feet of 2-inch gas line. The proposed method of cost allocation is by equal assessment to each of the 15 benefited parcels. The total estimated project cost is \$60,166.95, which includes Enstar's 2013 construction cost of \$53,117.00 plus the Kenai Peninsula Borough's cost of \$7,049.95. The allocated cost per parcel is estimated at \$4,011.13.

This estimated assessment will only cover the costs for Enstar to install the gas main line. There may be additional costs for property owners to connect to the main line. Property owners should contact Enstar to find out the amount of any additional costs to connect to the main line. These connection costs are not included in the assessment.

This cost will be assessed in the form of a lien on the benefited parcel. It will be payable over a ten (10) year period. At your option, it may be paid at any time prior to the ten (10) year period. Failure to pay the assessment will be cause for foreclosure proceedings. Interest will be added to any assessments not paid within 30 days of the assessment. The rate of interest will be equal to the prime rate at the date of assessment plus 2%.

No subdivision, reversion of acreage, or lot line adjustment will be recognized for USAD assessment purposes after assembly approval of the petition application.

This petition proposes to assess 100% of the benefited parcels. In order to qualify, the petition must have more than 70% of the property owners within the proposed district approving the project. Approval is signified by properly signing the petition signature page. Failure to secure approval of more than 70% of the parcel owners within the proposed district will cause the petition to fail.

All signatures must be dated and the petition must be filed with the office of the Borough Clerk within thirty (30) days of the date of the first signature in order to be included in the calculation of the required percentages.

No property owner may withdraw his/her approval of the improvement for a period of six (6) months after the filing of this petition. (This shall not preclude the owner(s) from filing an objection as provided in KPB 5.35.110(D)).

A non refundable filing fee of \$1,000 must be paid at the time of submission of this petition. (This filing fee is for the whole project, not a per parcel fee.)

This petition consists of the following documents: 1) this information sheet; 2) a map of the geographic area encompassing the benefited parcels; 3) Enstar's commitment letter to construct the gas line, dated August 31, 2012; 4) the Notice to Petition Signers/Petition Signature Page; 5) a list of the benefited parcels in the proposed USAD detailing each respective parcel's tax identification number, legal description, estimated charge for the benefit, assessed value, and the name(s) and addresses of the parcel owners and tax delinquencies; and 6) memo from Finance Director stating method of financing, interest rate to be paid and setting forth the number and frequency of payments.

Only the page requiring your signature(s) needs to be returned.

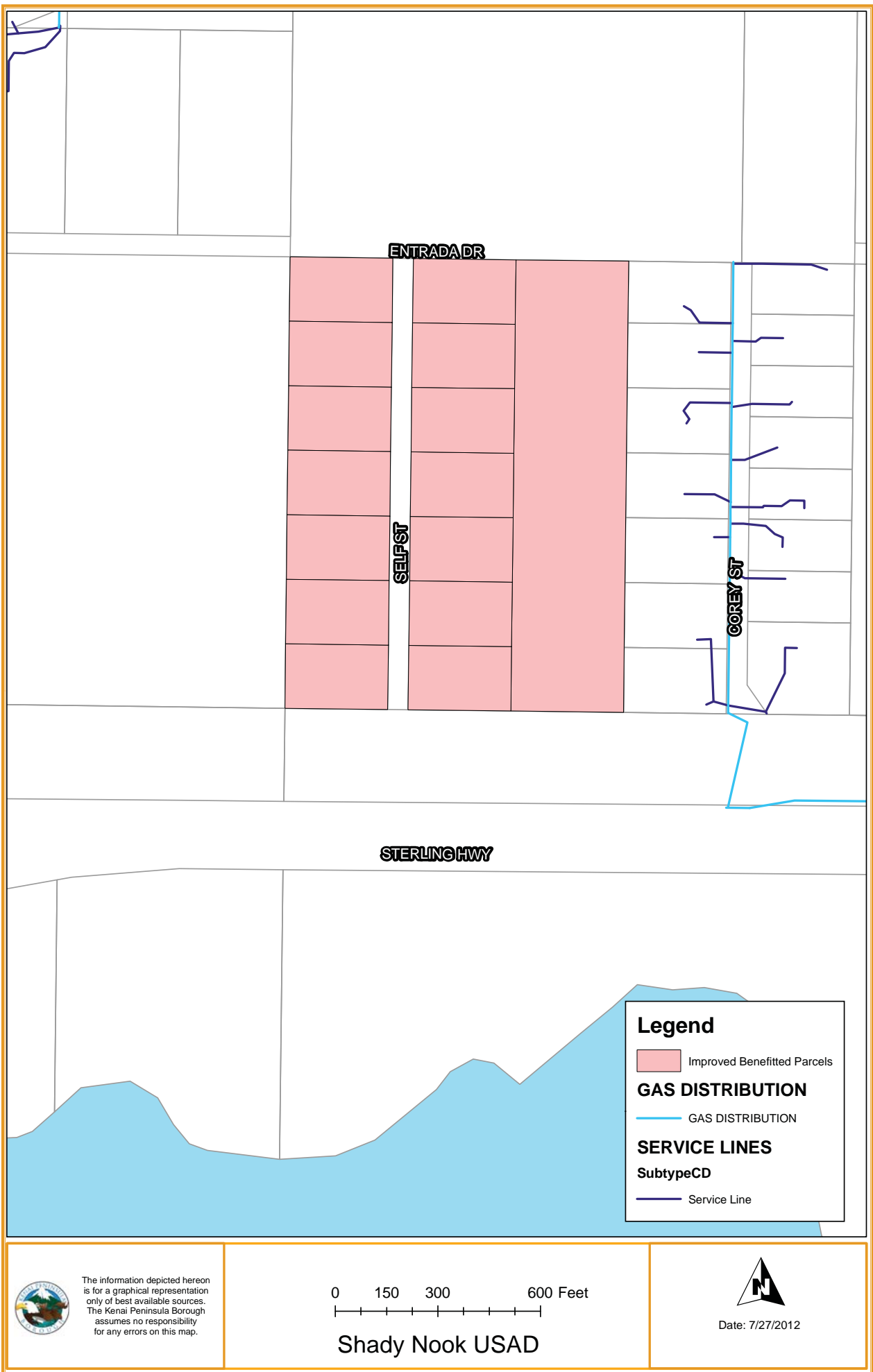
Questions regarding this petition may be referred to:

Petition Organizer(s):

David McGrady – 907-262-3108

Or

Marie Payfer, Special Assessment Coordinator (907) 714-2230 or 1-800-478-4441 within the Borough







3000 Spenard Road  
P.O. Box 190288  
Anchorage, AK 99519-0288  
[www.enstarnaturalgas.com](http://www.enstarnaturalgas.com)

August 31, 2012

Ms. Marie Payser, USAD Coordinator  
Kenai Peninsula Borough  
148 N. Binkley  
Soldotna, Alaska 99669

RE: ***Self Street Utility Special Assessment District***

Dear Ms. Payser:

The Self Street USAD engineering has been completed. The project design requires 2550 feet of 2-inch pipe. ENSTAR's 2013 construction rate for 2-inch pipe is \$20.83 per foot. Therefore, ENSTAR's total estimated cost for pipe installation in 2013 would be \$53,117.00.

This is a non-refundable project and a Contribution in Aid Agreement will be used for this project. The project, if approved, will be constructed in the 2013 construction season.

Please do not hesitate to call should you need any assistance or have any questions.

Respectfully,

A handwritten signature in black ink, appearing to be "CP" or "Charlie Pierce".

Charlie Pierce  
Southern Division Manager

**EXHIBIT #3**  
Page 1 of 1

Anchorage: 907-277-5551 • Kenai Peninsula Office: 907-262-9334 • Mat-Su Office: 907-376-7979

***All Our Energy Goes Into Our Customers***

**NOTICE TO PETITION SIGNERS/PETITION SIGNATURE PAGE**

1. Signatures must be in ink.
2. For lots with joint ownership, each owner of record must sign and date the petition. If the joint owner is deceased, please provide a copy of the death certificate.
3. Your signature(s) represent(s) a vote for each parcel listed. You must sign and date your approval for each parcel listed. No property owner may withdraw his/her approval of the proposed improvement for a period of six (6) months after the date of the filing of petition. This does not preclude a property owner from filing a written objection as provided in KPB 5.35.110(D) within the time provided by ordinance or regulation.
4. This petition consists of the: 1) petition information sheet(s); 2) a map of the geographic area encompassing the benefited parcels; 3) ENSTAR's commitment letter to construct the gas main line, dated August 31, 2012; 4) this Notice to Petition Signers/Petition Signature Page; 5) a list of the benefited parcels in the proposed USAD detailing each respective parcel's tax identification number, legal description, estimated charge for the benefit, assessed value, and the name(s) and addresses of the parcel owners and tax delinquencies; and 6) memo from Finance Director stating method of financing, interest rate to be paid and setting forth the number and frequency of payments.

**THE OWNERS BY THEIR SIGNATURES ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO READ THE DOCUMENTS COMPRISING THE PETITION LISTED IN #4 ABOVE AND APPROVE THE PROPOSED UTILITY SPECIAL ASSESSMENT DISTRICT.**

**OWNER(S) OF RECORD**

**PARCEL NO.:**  
**ASSESSED VALUE:**

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

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

# Shady Nook Subdivision USAD Estimated Assessment Roll

Estimated Costs  
 Enstar Construction 53,117.00  
 KPB Overhead 7,049.95  
 Total Estimated Cost 60,166.95

Number of Parcels 15  
 Estimated Cost per parcel 4,011.13

PARCEL ID	LEGAL	2012 ASSESSED VALUE	ESTIMATED ASSESSMENT	OWNER	ADDRESS	CITY/STATE/ZIP	Delinq Y=Yes
06386013	T 5N R 9W SEC 10 SEWARD MERIDIAN KN W1/2 E1/2 SW1/4 NE1/4	233,900.00	4,011.13	PEDERSON ORVIS S	PO BOX 152	STERLING, AK 99672-0152	
06386025	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 1 BLK 2	95,100.00	4,011.13	GRIES SANDRA	PO BOX 22	STERLING, AK 99672-0022	
06386026	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 2 BLK 2	128,100.00	4,011.13	FRANK DARRIN K FRANK CASSIE L	PO BOX 942 190 SPADES RD	STERLING, AK 99672 SAGLE ID 83860-9125	
06386027	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 3 BLK 2	160,600.00	4,011.13	HAM DAVID L	325 SAINT ANDREWS DR	NICEVILLE, FL 32578	
06386028	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 4 BLK 2	135,600.00	4,011.13	PARMENTIER PAUL A	PO BOX 2934	SOLDOTNA AK 99669-2934	
06386029	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 5 BLK 2	22,700.00	4,011.13	ANDERSON DONALD JAMES	PO BOX 617	TOK, AK 99780-0617	
06386030	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 6 BLK 2	43,800.00	4,011.13	DOBSON DONALD DEE	PO BOX 521	STERLING, AK 99672-0521	
06386031	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 7 BLK 2	132,400.00	4,011.13	LAMPHIER JACOB P	PO BOX 1374	SOLDOTNA AK 99669-1374	
06386032	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 7 BLK 1	105,700.00	4,011.13	BUCHER PETER J	PO BOX 383	STERLING, AK 99672-0383	
06386033	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 6 BLK 1	29,300.00	4,011.13	HATTER MELISSA	909 CHUGACH WAY SPC 52	ANCHORAGE, AK 99503-5669	
06386034	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 5 BLK 1	69,400.00	4,011.13	BURGER MARI	2603 CURLEW CIR	ANCHORAGE, AK 99502-1656	
06386035	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 4 BLK 1	99,700.00	4,011.13	THOMPSON CARL	PO BOX 405	STERLING, AK 99672-0405	
06386036	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 3 BLK 1	120,600.00	4,011.13	GINTER BRENDA J	PO BOX 212	STERLING, AK 99672-0212	
06386037	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 2 BLK 1	55,300.00	4,011.13	SCHELLER CHRISTOPHER B & JENNIFER J	38543 SELF ST	STERLING, AK 99672-9415	
06386038	T 5N R 9W SEC 10 SEWARD MERIDIAN KN 0840249 SHADY NOOK SUB LOT 1 BLK 1	202,600.00	4,011.13	MCGRADY DAVID T	PO BOX 96	STERLING, AK 99672-0096	
15		1,634,800.00	60,166.95				0



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

**TO:** Linda Murphy, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Mike Navarre, Kenai Peninsula Borough Mayor

**FROM:** Craig Chapman, Finance Director *C Chapman*

**DATE:** December 20, 2012

**SUBJECT:** Shady Nook Subdivision Utility Special Assessment District ("USAD")  
Financing

The borough plans to provide the funds necessary to finance the Shady Nook Subdivision Utility Special Assessment District (USAD) from internal sources. KPB 5.10.040 allows the investment of borough monies in special assessment districts that are authorized under KPB 5.35. The total of such investments is limited to not more than \$3,000,000 at the end of any fiscal year. As of November 30, 2012, the borough has \$1,290,028 invested in special assessment districts. If approved, the \$60,167 projected for the Shady Nook Subdivision USAD will increase the total special assessment district investment to approximately \$1,350,195.

The owners of property located within the USAD will be required to make principal and interest payments each year for a ten-year period to retire the indebtedness to the borough. The rate of interest will be equal to the prime rate (currently 3.25%) plus 2% or 5.25%. Property owners can avoid or reduce the interest charge by making accelerated payments on the principal. Penalties will not be imposed for accelerated payments. The assessment constitutes a lien on each parcel within the district.

**EXHIBIT 6**

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
01/08/13

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-003**

**A RESOLUTION AUTHORIZING THE REDUCTION OF THE ADMINISTRATIVE  
FEE ON THE KENAI TRACK PROJECT**

1 **WHEREAS,** Ordinance 2012-19-09 appropriated a grant from the State of Alaska Department of  
2 Commerce, Community and Economic Development in the amount of \$3,100,000  
3 for track and field improvements at the Soldotna and Kenai high schools; and

4 **WHEREAS,** the amount allocated for track and field improvements at Kenai Central High School  
5 is \$1,900,000; and

6 **WHEREAS,** the Kenai Central High School project is being constructed first; and

7 **WHEREAS,** to maximize the amount of funds available for the improvements at the Kenai track  
8 and field project, the administration is recommending the administrative fee be  
9 reduced to a flat amount of \$5,000 on this project;

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

12 **SECTION 1.** That the administrative fee for the Kenai Central High School track and field  
13 improvement project authorized by Ordinance 2012-19-09 is reduced to \$5,000.

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

1 **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 8TH**  
2 **DAY OF JANUARY, 2013.**

---

Linda Murphy, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

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

### **MEMORANDUM**

**TO:** Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

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

**FROM:** Craig Chapman, Director of Finance *C Chapman*

**DATE:** December 27, 2012

**SUBJECT:** Resolution 2013-003, authorizing the reduction of the administrative fee on the Kenai Central High School track and field improvement project

The borough received a grant from the State of Alaska Department of Commerce, Community and Economic Development in the amount of \$3,100,000 for track and field improvements at the Soldotna and Kenai high schools, of which \$1,900,000 was allocated for Kenai Central High School. The Kenai high school project is being constructed first.

To maximize the amount of funds available for the improvements at the Kenai track and field project, the administration is recommending the administrative fee be reduced to a flat rate of \$5,000 for this project.

Your support of this resolution would be appreciated.

Haggerty

01/08/13

**Action:**

Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2013-004**

## A RESOLUTION URGING THE STATE OF ALASKA TO FULLY FUND KACHEMAK BAY STATE PARKS

1   **WHEREAS**, state parks are an important use of public lands; and

2   **WHEREAS**, these parks and recreational areas are vital to local residents for their recreational  
3                   opportunities and quality of life; and

4   **WHEREAS**, Alaska State Parks are an economic engine vital to our local and state economies;  
5                 and

6     **WHEREAS**, nationally outdoor recreation is experiencing an increased interest, and Alaska is  
7             experiencing the highest percentage increase; and

8     **WHEREAS**, the Kenai Peninsula Borough is home to 16 State Parks, State Recreational Areas  
9             and Special Management Areas; and

10     **WHEREAS**, over the last 20 years annual visitation to Kachemak Bay State Park has increased  
11             from 500 visitors to over 6,000; and

12   **WHEREAS,** the deferred maintenance load is growing, not shrinking; and

13     **WHEREAS,** in 1985 there were two Rangers assigned to the 400,000 acre Kachemak Bay State  
14             Park and today there is only one Ranger covering the entire southern Kenai  
15             Peninsula; and



1   **WHEREAS,** the State of Alaska budget for the Division of Parks and Recreation has been  
2                               static for the same period;

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

5   **SECTION 1.** That Kenai Peninsula Borough urges the Governor and the Legislature of the  
6                               State of Alaska to increase the budget of Alaska State Parks, including Kachemak  
7                               Bay State Park.

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

9   **ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 8TH**  
10 **DAY OF JANUARY, 2013.**

---

Linda Murphy, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# KENAI PENINSULA BOROUGH

## Kenai Peninsula Borough Assembly

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

Linda Murphy, Assembly President  
Hal Smalley, Vice President

---

### MEMORANDUM

**TO:** Linda Murphy, Assembly President  
Kenai Peninsula Borough Assembly Members

**FROM:** Mako Haggerty, Assembly Member *B for M. H.*

**DATE:** January 8, 2013

**RE:** Resolution 2013-004: Urging the State of Alaska to Fully Fund Kachemak Bay State Parks

---

In 1985 there were two Rangers for the lower peninsula. Today there is only one district Ranger to cover the 400,000 acre Kachemak Bay State Park, Eveline State Recreation Site, Diamond Creek State Recreation Site, Cottonwood-Eastland Unit, Anchor Point State Recreation Area and Stariski State Recreation Site. In the early 1980's an economic study revealed that Kachemak Bay State Park generated over \$4.5 million dollars for the local economy. One can extrapolate that today Kachemak Bay State Park generates much more than that. The Park has experienced visitation rates that have jumped 1,000 percent over the last 20 years. In 1985 there were two water taxi services, today there are 12. There is a robust visitor industry that has developed around halibut charters, bear viewing, kayaking and many of the recreational opportunities that the Park has to offer. Supporting this resolution would send a clear strong message to the Governor and State Legislature that State Parks are an important aspect of our economy and quality of life here on the Kenai Peninsula.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	01/08/13
Hearing:	02/05/13
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2012-19-42**

**AN ORDINANCE AUTHORIZING THE APPROPRIATION OF \$3,317,585 FOR  
PROFESSIONAL DESIGN SERVICES FOR THE CENTRAL PENINSULA HOSPITAL  
MEDICAL OFFICE BUILDING PROJECT**

- 1   **WHEREAS,** the Kenai Peninsula Borough (the "Borough") has entered into a lease and  
2                   operating agreement with Central Peninsula General Hospital, Inc., ("CPGHI") to  
3                   provide acute and long term care; and
- 4   **WHEREAS,** the Central Peninsula Hospital is located in the Central Kenai Peninsula Hospital  
5                   Service Area (the "Service Area"); and
- 6   **WHEREAS,** CPGHI continues to expand its health services to meet community needs; and
- 7   **WHEREAS,** due to the rapidly changing healthcare landscape, demographics and continued  
8                   demand for services and space, CPGHI sought professional assistance to evaluate  
9                   and recommend expansion options; and
- 10   **WHEREAS,** a conceptual design has been approved by the CPGHI, Board of Directors to  
11                  construct a medical office building with an estimated cost of \$37.5 million; and
- 12   **WHEREAS,** the project proposes to construct a 72,760 square foot, three-story medical office  
13                  building on the campus of Central Peninsula Hospital; and

1   **WHEREAS,** the medical office building will provide space for service lines to include  
2                   imaging, rehab therapy, infusion oncology, endoscopy, spine clinic, and multiple  
3                   physician clinics and ancillary services for the soon to be completed Radiation  
4                   Oncology facility; and

5   **WHEREAS,** the proposed medical office building project will require a Certificate of Need  
6                   from the Alaska Department of Health and Social Services before construction  
7                   can begin; and

8   **WHEREAS,** the project cost through design of bid ready construction documents is estimated  
9                   to be \$3,317,585; and

10   **WHEREAS,** the funds requested for professional design services are available in the plant  
11                  replacement and expansion fund; and

12   **WHEREAS,** a phased award for design will assist CPGHI in the process of submitting for and  
13                  obtaining the required Certificate of Need; and

14   **WHEREAS,** under §12(b)(iii) of the Lease and Operating Agreement, all capital improvement  
15                  projects expected to cost in excess of \$250,000 using funds not previously  
16                  appropriated for that purpose must be approved by the Borough Assembly; and

17   **WHEREAS,** at its meeting of December 18, 2012, the CPGHI Board unanimously approved  
18                  CPGH, Inc. Resolution 2012-84 requesting the Kenai Peninsula Borough  
19                  Assembly appropriate \$3,317,585 for the design of the Medical Office Building;  
20                  and

21   **WHEREAS,** the Central Kenai Peninsula Hospital Service Area Board, at its \_\_\_\_\_  
22                  meeting recommended \_\_\_\_\_;

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

3 **SECTION 1.** That the assembly finds that appropriating funding for the design of the Medical  
4 Office Building is in the best interests of the Borough.

5 **SECTION 2.** That \$3,317,585 is appropriated from the Central Peninsula Hospital Plant  
6 Replacement and Expansion Fund to account no. 490.81110.13MOB.49999 for  
7 design of construction bid ready documents of the proposed Medical Office  
8 Building in a phased approach.

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

10 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
11 **DAY OF \* 2013.**

---

Linda Murphy, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



## KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 262-4441 • FAX: (907) 262-1892

www.borough.kenai.ak.us

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

### MEMORANDUM

TO: Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

THRU: Mike Navarre, Borough Mayor *MN*

FROM: Craig Chapman, Director of Finance *C Chapman*  
Mark Fowler, Purchasing and Contracting Director *mf*

DATE: December 26, 2012

SUBJECT: Ordinance 2012-19-42, appropriating \$3,317,585 design services for the Central Peninsula Hospital medical office building project

The Central Peninsula Hospital (CPH) continues to expand its health services to meet community needs. Due to the rapidly changing healthcare landscape, demographics and continued demand for services and space, Central Peninsula Hospital sought professional assistance to evaluate and recommend expansion options. The process included a review of the CPH Master Plan, hospital department steering groups, review of demographics and community health surveys, and hospital data. The result was a conceptual design of a medical office building that would meet some identified community needs going forward.

The conceptual design has been approved by the Central Peninsula General Hospital, Inc. board to construct a medical office building. The medical office building will provide space for service lines to include imaging, rehabilitation therapy, infusion oncology, endoscopy, spine clinic, and multiple physician clinics and ancillary services for the soon to be completed radiation oncology facility

The proposed medical office building project has an estimated cost of \$37.5 million and will require a Certificate of Need from the State of Alaska Department of Health and Social Services before construction can begin. A more accurate total cost estimate will result from a completed design.

Preliminary design of this project is needed as part of the Certificate of Need application. Funding for the design phase of the project will come from the hospital's Plant Replacement and Expansion Fund. Projected funding for the construction phase of the project will be from revenue bonds.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>490.00000.00000.20602</u>
Amount	<u>\$3,317,585.00</u>
By: <u>pc</u>	Date: <u>12/26/12</u>



# CENTRAL PENINSULA HOSPITAL - PHASE V SPECIALTY CLINICS BUILDING

## Conceptual Design Summary

July 20, 2012

Job #: 12045



 **central peninsula** hospital



**SODERSTROM** ARCHITECTS



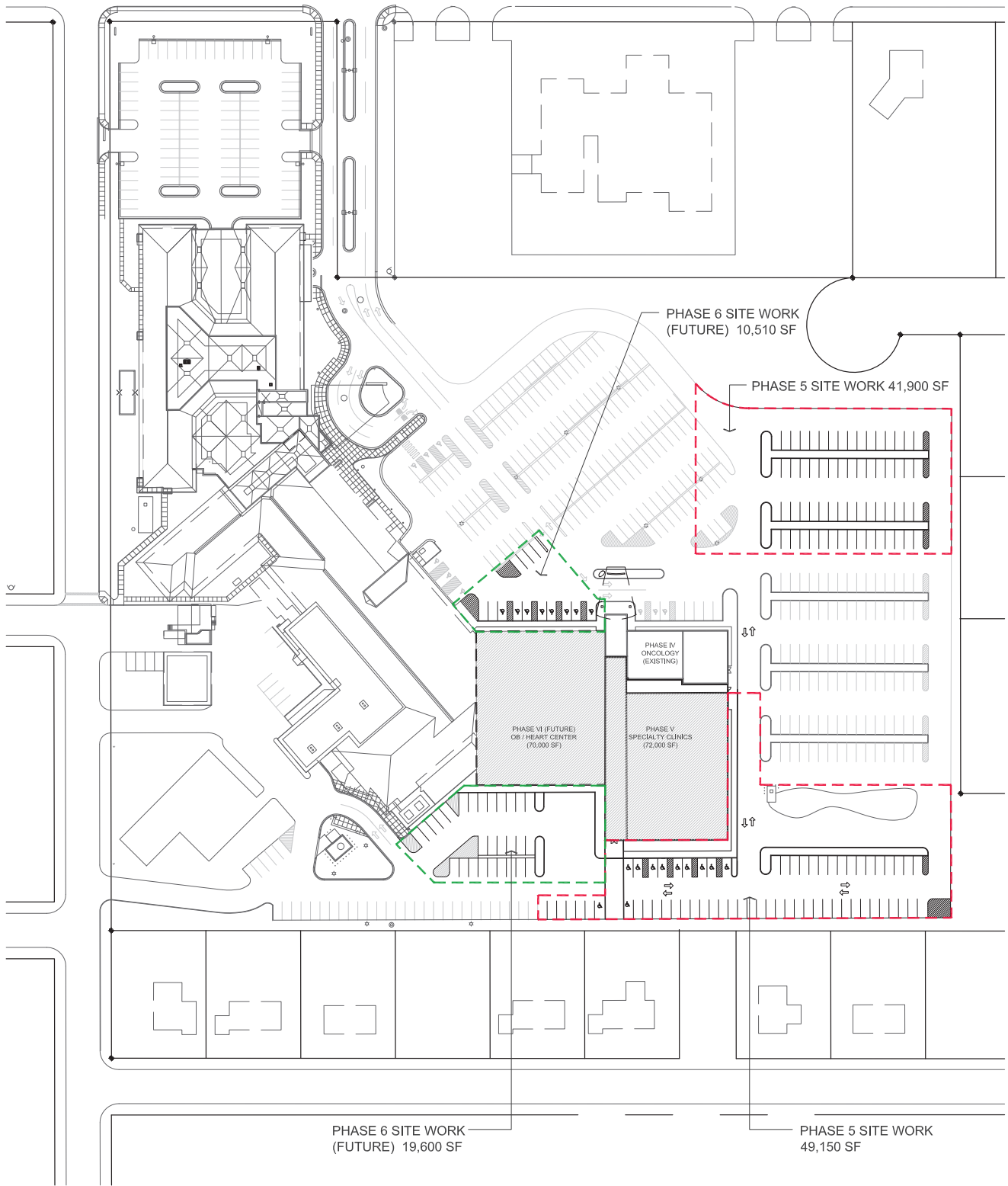


sky







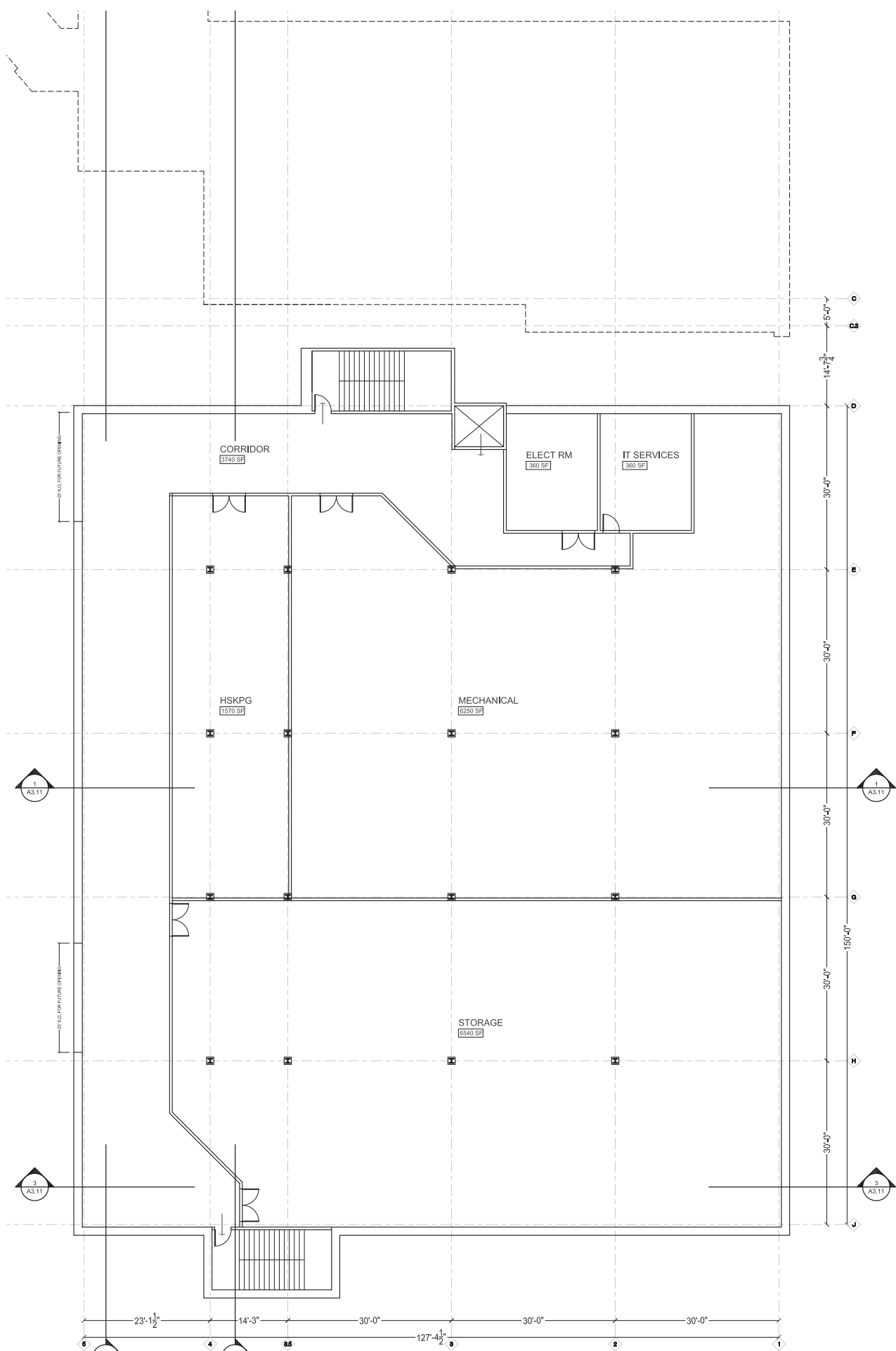


1

# SITE PLAN - PHASE V AND VI (FUTURE)

1" = 100'-0"





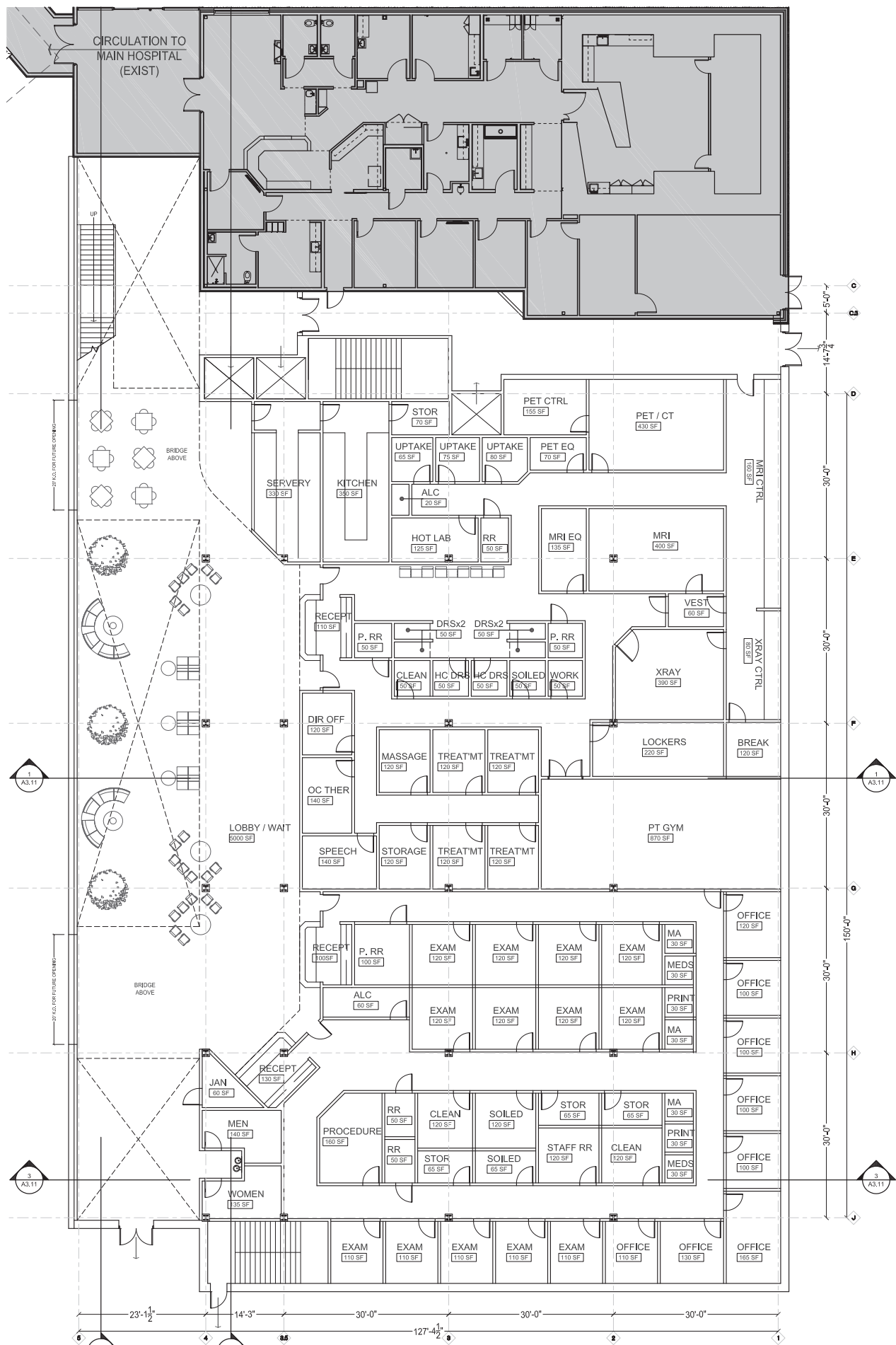
0

# FLOOR PLAN - LEVEL 00

1/16" = 1'-0"

AREA LEVEL 00 = 19,800 SF





**1 FLOOR PLAN - LEVEL 01**  
 1/16" = 1'-0"

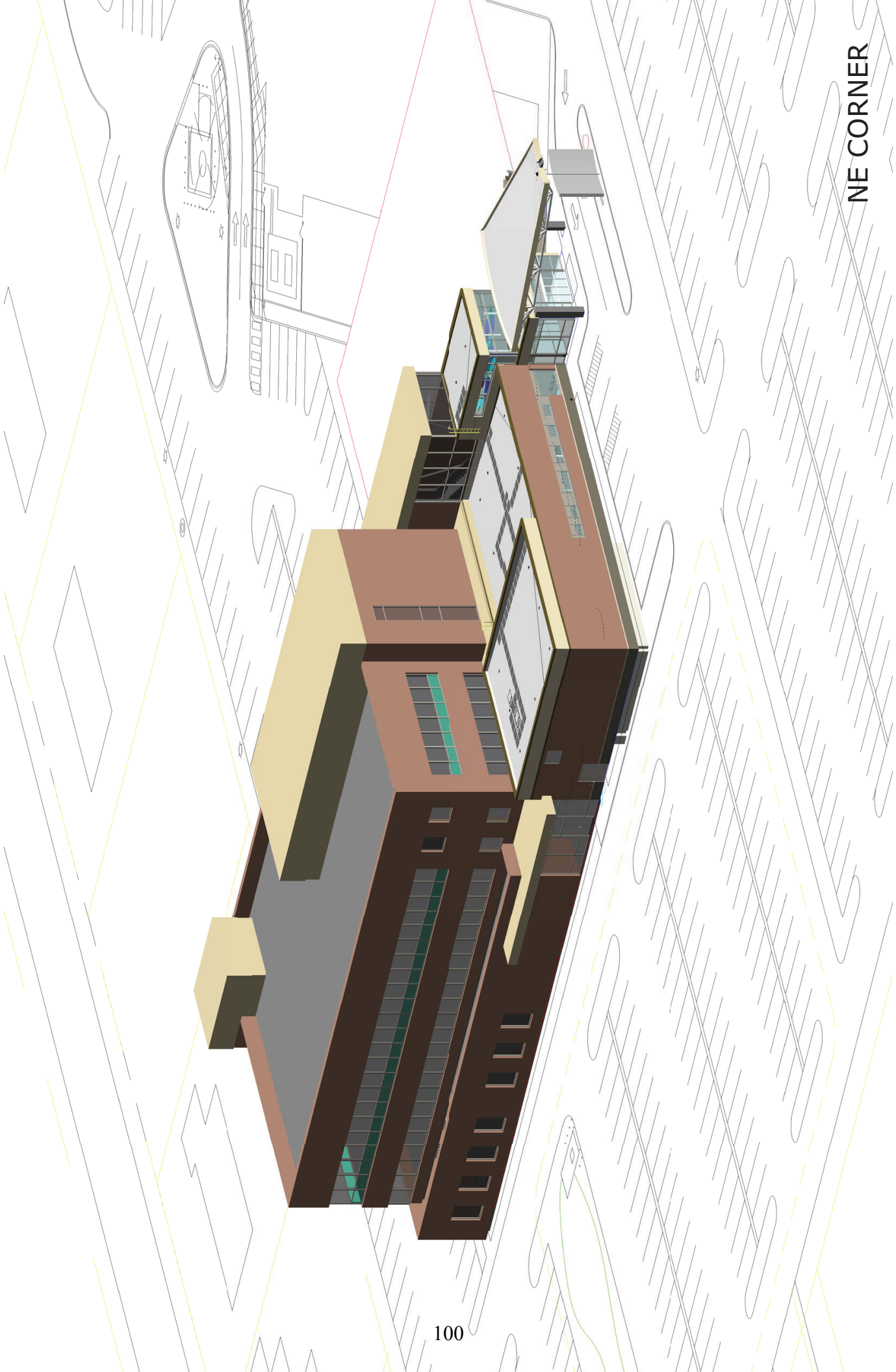
AREA LEVEL 01 = 23,150 SF













Introduced by: Pierce, Smith  
Date: 01/08/13  
Hearing: 02/05/13  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2013-01**

**AN ORDINANCE AMENDING KPB 22.40.010 CHANGING THE TIME THE  
ASSEMBLY HOLDS REGULAR MEETINGS**

1 **WHEREAS,** the Borough Assembly's regular meetings currently begin at 7:00 p.m. as  
2 provided in KPB 22.40.010; and

3 **WHEREAS,** these meetings often run later than that is convenient for many members of the  
4 general public to attend and testify on matters of interest; and

5 **WHEREAS,** starting the meetings at 6:00 p.m. will enable the assembly to conduct its business  
6 earlier in the evening; and

7 **WHEREAS,** the best interests of the Borough and public would be served by amending the  
8 code to provide for regular assembly meetings to begin at 6:00 p.m. instead of  
9 7:00 p.m.;

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

12 **SECTION 1.** That KPB 22.40.010 is hereby amended as follows:

13 **22.40.010. Time and place—Regular—Special.**

14 A. Unless otherwise approved as provided in this section, regular meetings of  
15 the assembly shall be held on the first and third Tuesday of each month at  
16 [7:00] 6:00 p.m. in the assembly room of the Borough Administration

1 Building. The assembly shall by resolution or motion establishes the date  
2 and place for assembly meetings by approving a calendar for the  
3 upcoming year. The assembly shall, at a minimum, schedule at least two  
4 meetings per month for 8 months each year.

5 B. Special meetings may be called as provided by Alaska Statutes.

6 C. The assembly may by resolution or motion amend the meeting calendar  
7 during the year. The resolution or motion shall set forth the reason for the  
8 change.

9 D. Public notice of all assembly meetings shall be provided to at least one  
10 newspaper of general circulation in each community of the borough, if  
11 any.

12 **SECTION 2.** That this ordinance takes effect immediately upon its enactment.

13 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
14 **DAY OF \* 2013.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes:

No:

Absent:

# KENAI PENINSULA BOROUGH

## Kenai Peninsula Borough Assembly

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

Linda Murphy, Assembly President  
Hal Smalley, Vice President

---

### MEMORANDUM

**TO:** Linda Murphy, Assembly President  
Kenai Peninsula Borough Assembly Members

**FROM:** Bill Smith, Assembly Member *Bill Smith*

**DATE:** January 8, 2013

**RE:** Ordinance 2013-01: Amending KPB 22.40.010 Regarding Start Time for Assembly Meetings

---

KPB 22.40.010 currently provides for regular assembly meetings to be held the first and third Tuesday of each month at 7:00 P.M. and authorizes the assembly to change meeting dates or provide for additional meetings by resolution or motion.

This ordinance would change the starting time for assembly meetings to 6:00 P.M. Given an earlier start, I expect a similar earlier end to meetings.

My local experience in Homer, where the city council went to 6:00 P.M. meetings, showed the public was in favor of an earlier meeting time as it allowed them to go home sooner, in many cases allowing a normal bed time. Meetings which run late into the night are disruptive for many and do not always facilitate the best decision making.

We know the borough is larger and more diverse than cities, so we need the public hearing process to allow the assembly to assess the impact of an earlier meeting schedule on the public. The assembly president has the flexibility to schedule committee meetings and rearrange agenda items in order to allow public testimony at convenient times.

I feel the borough staff will be better served by meetings which end sooner, allowing them to be fresher for the next day's work. Many assembly members will similarly benefit.

Your careful consideration of this ordinance will be appreciated.

Introduced by:	Mayor
Date:	01/08/13
Hearing:	02/05/13
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2013-02**

**AN ORDINANCE AMENDING KPB 5.10.040 TO ALLOW THE BOROUGH TO LOAN  
FUNDS TO THE CITIES OF HOMER AND KACHEMAK CITY FOR  
CONSTRUCTION COSTS RELATED TO SPECIFIC UTILITY SPECIAL  
ASSESSMENT DISTRICTS**

- 1   **WHEREAS**, KPB 5.10.040 identifies authorized investments of Borough moneys; and
- 2   **WHEREAS**, KPB 5.10.040 (13) allows the Borough to invest in special assessments of the  
3                   Borough or one of its political subdivisions authorized by KPB Chapter 5.35 or 14.31  
4                   with the total principal investment not to exceed \$3,000,000.00 at the end of any  
5                   fiscal year; and
- 6   **WHEREAS**, due primarily to funding received from the State of Alaska construction of a natural  
7                   gas pipeline from Anchor Point to the City of Homer was recently completed; and
- 8   **WHEREAS**, to support funding the distribution of natural gas from the mainline to end users, the  
9                   cities of Homer and Kachemak are establishing natural gas utility special assessment  
10                  districts and have approached the Borough about loaning them the necessary  
11                  construction funds; and
- 12   **WHEREAS**, the maximum estimated amount needed by the City of Homer is \$12,700,000; and
- 13   **WHEREAS**, the estimated amount needed by Kachemak City is \$300,000; and

1 **WHEREAS,** the Borough's bond attorney has indicated that the Borough can enter into an loan  
2 agreement with the cities for this purpose, provided such authority is reflected in the  
3 Borough's investment policy; and

4 **WHEREAS,** the Borough will need a loan agreement with each city that will be subject to  
5 approval by the respective city council and the Borough Assembly.

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

8 **SECTION 1.** That KPB 5.10.040.A. is hereby amended by adding as subparagraphs A(14) and  
9 A(15) as follows:

10 **5.10.040. – Authorized investments.**

11 A. Borough moneys shall be invested only in the following instruments. All  
12 securities purchased by the borough, and all other borough investments, must  
13 mature not later than the time indicated below, measured from the date of the  
14 borough's investment transaction:

15 ...

16  
17 (14) One loan of up to \$12,700,000 to the City of Homer for the construction  
18 of a natural gas utility special assessment district. Interest rate shall be 4.5  
19 percent per year beginning on the date of each disbursement to the City of  
20 Homer.

21 (15) One loan of up to \$300,000 to Kachemak City for the construction of a  
22 natural gas utility special assessment district. Interest rate shall be 4.5 percent  
23 per year beginning on the date of each disbursement to the City of Kachemak.

1 **SECTION 2.** That this ordinance shall expire as to each city when the final payment is received  
2 from that city.

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

4 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY**  
5 **OF \* 2013.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

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

### **MEMORANDUM**

**TO:** Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Mike Navarre, Mayor *mn*

**FROM:** Craig Chapman, Director of Finance *CChapman*

**DATE:** December 27, 2012

**SUBJECT:** Ordinance 2013-02, Amending KPB 5.10.040 to allow the borough to loan funds to the cities of Homer and Kachemak City for specific utility special assessment districts

KPB 5.10.40 identifies authorized investments of borough moneys. KPB 5.10.040 (13) allows the borough to invest in special assessments of the borough or one of its political subdivisions authorized by KPB Chapter 5.35 or 14.31 with the total principal investment not to exceed \$3,000,000.00 at the end of any fiscal year.

With funding received from the State of Alaska, a natural gas pipeline from Anchor Point to the City of Homer is being constructed. To support funding the distribution of natural gas from the mainline to end users, the cities of Homer and Kachemak City are in the process of establishing natural gas utility special assessment districts and have approached the borough about loaning them the funds necessary for some of the construction costs they will incur. The estimated amount needed by the City of Homer is up to \$12,700,000 and the estimated amount needed by Kachemak City is \$300,000.

The borough's bond attorney has indicated that the borough can enter into a loan agreement with the cities for this purpose, provided such authority is reflected in the borough's investment policy. In addition, the borough will need a loan agreement with each city that will be subject to approval by the respective city council and the borough assembly.

These loans are being set up as a onetime transaction and have a sunset provision to terminate after the final payments are received. The cities would also be responsible for reimbursing the borough for any legal cost they have incurred in researching this change to the borough code.

Introduced by:	Wolf
Date:	01/08/13
Hearing:	02/05/13
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2013-03**

**AN ORDINANCE AMENDING KPB 21.18.025 BY REPEALING PROVISIONS  
ENACTED IN ORDINANCE 2011-12 REGARDING ANADROMOUS STREAM  
HABITAT PROTECTION AND REQUESTING AN ASSESSMENT OF THE BENEFITS  
AND EFFECTIVENESS OF KPB CHAPTER 21.18**

- 1   **WHEREAS,** in 1996 the Kenai Peninsula Borough Assembly enacted KPB Chapter 21.18  
2                   which established areas for regulation of activities for habitat protection within  
3                   the Kenai River watershed and enacting land-use restrictions within those areas;  
4                   and
- 5   **WHEREAS,** on May 16, 2000, the Assembly enacted Ordinance 2000-08 which made  
6                   additional anadromous streams subject to KPB Chapter 21.18; and
- 7   **WHEREAS,** from May 15, 1996 through April 16, 2010, KPB 21.18.030 required the planning  
8                   department to undertake a periodic review every two years assessing the benefits  
9                   and effectiveness of Chapter 21.18 and the planning commission to hold at least  
10                  one public hearing on each review; and
- 11   **WHEREAS,** on September 25, 2008, the Kenai Watershed Forum (KWF), under the auspices  
12                  of an Alaska Clean Water Action (ACWA) grant awarded to KWF, issued an  
13                  engagement letter to have an independent review prepared of KPB Chapter 21.18;  
14                  and
- 15   **WHEREAS,** on June 30, 2009, this independent review was completed and presentations were  
16                  subsequently made by the KWF to the KPB Planning Commission and the Kenai  
17                  River Special Management Area Board; and



1 **WHEREAS,** on January 5, 2010, Mayor Carey reported having formed a working group to  
2 review KPB 21.18.030 that required a periodic review of the benefits and  
3 effectiveness of Chapter 21.18, citing that it appeared no review had been done  
4 since at least 2000; and

5 **WHEREAS,** on April 6, 2010, the Assembly amended KPB 21.18.030 by deleting the  
6 requirement that the periodic two-year review assess both the benefits and  
7 effectiveness of Chapter 21.18, and replacing it with a requirement that the River  
8 Center submit an annual report on the effectiveness of KPB Chapter 21.18 and a  
9 staff review of KPB 21.18 every fifth year beginning in 2015; and

10 **WHEREAS,** Ordinance 2011-12 was passed by the Borough Assembly without the benefit of  
11 past KPB Planning Department assessments of the benefits of regulating activities  
12 for habitat protection, without having financial documentation of expenditures  
13 required to enforce the then current Chapter 21.18, or projecting the future  
14 expenditures of enforcing the water bodies added by Ordinance 2011-12; and

15 **WHEREAS,** since the enactment of Ordinance 2011-12 the following events suggest the Kenai  
16 River watershed has not benefited from these regulations: 1) the Kenai River  
17 salmon fishery was declared as a disaster because of low king salmon returns; 2)  
18 the Kenai River was listed as a category five impaired water body in 2006; 3) the  
19 Kenai River is currently being considered again for designation as a category five  
20 impaired water body; 4) since the mid 1990's the in-river use has continued to  
21 increase without limits; and 5) the personal use dip-net fishery at the mouth of the  
22 Kenai River has grown to become an environmental health hazard resulting in  
23 impaired water quality; and

24 **WHEREAS,** the best interests of the Borough would be served by repealing Ordinance 2011-  
25 12, and providing the administration an opportunity to prepare and present an  
26 assessment of the benefits and effectiveness of KPB Chapter 21.18; and

1 **WHEREAS**, at its meeting of \_\_\_\_\_ the planning commission recommended  
2 \_\_\_\_\_;

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

5 **SECTION 1.** That KPB 21.18.025 is hereby amended by deleting paragraphs (B) and (C) as  
6 follows:

7 **21.18.025. Application.**

8 ...

9 [B. IN ADDITION TO THE WATER BODIES LISTED IN 21.18.025(A), ALL  
10 ANADROMOUS WATERBODIES WITHIN THE MUNICIPAL BOUNDARIES OF THE  
11 KENAI PENINSULA BOROUGH WHICH ARE LISTED IN THE "ATLAS AND  
12 CATALOGUE OF WATERS IMPORTANT FOR SPAWNING, REARING, OR  
13 MIGRATION OF ANADROMOUS FISH" AS PERIODICALLY UPDATED AND  
14 PUBLISHED BY THE ALASKA DEPARTMENT OF FISH AND GAME ARE SUBJECT  
15 TO THIS CHAPTER AS OF JANUARY 1, 2012, EXCLUDING THE FOLLOWING:

16 1. ALL PORTIONS OF WATERWAYS FOUND WITHIN THE SEWARD-BEAR  
17 CREEK FLOOD SERVICE AREA ARE EXEMPT FROM KPB 21.18.

18 2. BRAIDED CHANNELS, TIDE DOMINATED DELTAS, ESTUARIES AND  
19 LAGOONS WHICH ARE PRIMARILY SEAWATER AND ARE IDENTIFIED  
20 AS ANADROMOUS IN THE STATE OF ALASKA ATLAS AND CATALOGUE  
21 OF WATERS IMPORTANT FOR SPAWNING, REARING, OR MIGRATION OF  
22 ANADROMOUS FISH ARE EXEMPT FROM KPB 21.18.

23 C. THE ADDITIONAL ANADROMOUS STREAMS SET FORTH IN KPB 21.18.025 (B)  
24 ARE SUBJECT TO KPB 21.18.090 GOVERNING PRIOR EXISTING USES AND  
25 STRUCTURES, AS OF JANUARY 1, 2012, UNLESS THE ANADROMOUS STREAM  
26 IS NOT PUBLISHED IN THE "ATLAS AND CATALOGUE OF WATERS IMPORTANT

1 FOR SPAWNING, REARING, OR MIGRATION OF ANADROMOUS FISH" UNTIL A  
2 LATER DATE. THE DATA THAT AN ANADROMOUS STREAM IS ADDED TO THE  
3 ATLAS WILL BE THE DATE THAT KPB 21.18.090 IS EFFECTIVE FOR THAT  
4 STREAM."]

5 **SECTION 2.** That the borough administration conduct a full review and assessment of the  
6 benefits and effectiveness of enforcing and regulating KPB Chapter 21.18, have  
7 the planning commission hold at least one public hearing on this issue, and  
8 provide a written report to the Assembly within 9 months of the effective date of  
9 this ordinance. This deadline may be extended by Assembly resolution.

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

11 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \***  
12 **DAY OF \* 2013.**

\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

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

Yes:

No:

Absent:



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

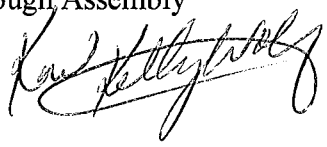
**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

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**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

**TO:** Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Kelly Wolf, Assembly Member 

**DATE:** December 28, 2012

**SUBJECT:** Ordinance 2013-\_\_\_, amending KPB 21.18.025 by Repealing Provisions Enacted in Ordinance 2011-12 Regarding Anadromous Stream Habitat Protection and Requesting an Assessment of the Benefits and Effectiveness of KPB Chapter 21.18

As the sponsor of this ordinance it is my intent to repeal ordinance 2011-12 by deleting KPB 21.18.025 (B) and (C). I respectfully request your support for the following reasons:

I believe the previous administration was unduly influenced to support changes to KPB Chapter 21.18. Through a nonprofit organization Alaska Clean Water Actions (ACWA) grant funds that paid for an independent review of KPB Chapter 21.18, appear to have been used to influence the borough assembly in 2010 to repeal former KPB 21.18.030.

#### **Facts:**

- 1) In 1996 the Kenai Peninsula Borough Assembly recognized the importance of protecting the anadromous habitat along the world famous Kenai River through the enactment of KPB Chapter 21.18 (Ordinance 96-06).
- 2) Within this ordinance KPB Chapter 21.18 subsection 21.18.030 required a two year periodic review of the "benefits and effectiveness" of KPB Chapter 21.18 Kenai River Habitat Protection.
- 3) In 1997 one review was conducted by the KPB planning department in accordance with KPB 21.18.030, and thereafter no additional reviews were conducted in accordance with that section.
- 4) On September 25, 2008, Mr. Lawrence R. Heath was contacted through a certain engagement letter issued by Mr. Jim Czarnecki of the Kenai Watershed Forum (KWF).
- 5) The September 25, 2008, letter asked Mr. Heath to conduct a legal review of KPB Chapter 21.18 for the KWF, under the auspices of the Alaska Clean Water Actions (ACWA) grant

that KWF had received to complete a comprehensive study to evaluate the effectiveness of the borough's anadromous streams protection ordinance.

- 6) This review was completed and submitted to the executive director and registered agent of KWF on June 30, 2009.
- 7) On January 5, 2010, the administration under Mayor Carey notified the assembly it had formed a working group to review KPB 21.18 anadromous stream habitat protection subsection as "the last formal review appears to have been done in 2000."
- 8) On February 16, 2010, ordinance 2010-12, repealing KPB 21.18.030 was submitted to the Borough Assembly; only four- two days after Mayor Carey had reported forming his working group to conduct a review of KPB Chapter 21.18.
- 9) On October 22, 2010, Mayor Carey recommended that the executive director of KWF be appointed to the planning commission.
- 10) The west region of the Road Service Area was created by Ordinance 2011-26 on July 5, 2011. The Mayor recommended the executive director of KWF be appointed to this newly established seat and he was confirmed by the Assembly on September 8, 2011.
- 11) The Kenai Peninsula Borough appropriated grant funds as far back as 2008 which were awarded to the KWF for replacing culverts and protecting habitat.

I submit that I'm raising a question of the purpose behind the independent review paid for by an ACWA grant issued to a nonprofit and its subsequent involvement with repealing 21.18.030. This appears to have a nonprofit influencing legislation. In my view this brings into question whether clear transparency of government that is to be representative of the people has been clouded. I also believe the timeline of events I have outlined above raises questions of a representative form of government and possible conflicts that may have influenced legislation and commission appointments.

It appears that this influence may have been a part of what led to the repeal of the periodic review checks and balances of KPB subsection 21.18.030. I also question the timeline of events that led to the repeal of 21.18.030 and the introduction of KPB ordinance 2011-12. Furthermore I submit that the Kenai River Center (KRC) has a salary budget for 2012 of \$406,000 for six employees. The Kenai River Center requested assembly approval to increase staffing by additional two to three employees after KPB 2011-12 was approved. This was apparently for staff to attempt to enforce this ordinance on the west side of Cook Inlet and gear up for enforcing it in the rest of the borough. FYI: As of November of 2012 approximately \$110,000.00 in wages has already been expended by the river center.

In conclusion, I believe that the future enforcement of KPB 2011-12 will present a financial burden to the taxpaying residents of the Kenai Peninsula, raising the question of whether review of the fiscal cost of this ordinance is in order. Additionally the repeal of 21.18.030, impedes the ability to review the benefits and effectiveness of these ordinances.

I ask for your support in conducting the people's business in the clear light of day, by repealing ordinance 2011-12 to clear the table and start fresh, so as stewards of the people's government we may work collectively to act as good stewards of natural resources to protect our fish wildlife and waterfowl habitat that is of vital importance to our economic well being.

# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

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


Johni Blankenship, MMC  
Borough Clerk

<mailto:jblankenship@borough.kenai.ak.us>

---

### MEMORANDUM

**To:** Assembly President Linda Murphy  
Assembly Members

**From:** Johni Blankenship, Borough Clerk 

**Date:** January 8, 2013

**Re:** Application for Reappointment to the Board of Equalization

---

KPB 5.12.052 states, "Members shall be appointed by the Assembly on the basis of their expertise in real and personal property appraisal, the real estate market, the personal property market, and other fields related to their functions as board members. Additionally, each member shall be a resident of the Kenai Peninsula Borough. Assembly members may serve as members of the Board of Equalization, subject to appointment by the Assembly."

The following person has submitted an application for consideration for reappointment to the Board of Equalization:

Betty J. Glick

Seat A

Term to Expire:

December 31, 2015

Your consideration is appreciated.

Attachment

**2012 BOARD OF EQUALIZATION MEMBERSHIP APPLICATION  
KENAI PENINSULA BOROUGH  
Office of the Borough Clerk**

144 N. Binkley Street  
714-2160  
Soldotna, Alaska 99669-7599  
800-478-4441  
assemblyclerk@borough.kenai.ak.us  
2388

Phone: (907)

Toll Free: 1-

Fax: (907) 714-

**RECEIVED****DEC 26 2012****KPB - Clerks Office**

☒ **Seat A**  
**3-year term**  
(01/01/2013 -  
12/31/2015)

☐ **Seat B**  
**1-year term**  
(01/01/2013 - 12/31/2013)

(Please select only one seat above)

Name:	BETTY J. GLICK
Mailing Address:	P.O. Box 538 Kenai, AK 99611
Residence Address:	1601 ALIAK Kenai, AK 99611
Work Phone:	N/A
Home Phone:	907-283-7644
Mobile Phone:	907-398-7783
Email Address:	bjg@alaska.net

5.12.052(A). "The board of equalization is established with five regular members selected from the public. It shall also include two alternate members who shall meet the same qualifications as a regular board member. Members shall be appointed by the assembly on the basis of their expertise in real and personal property appraisal, the real estate market, the personal property market, and other fields related to their functions as board members. Additionally, each member shall be a resident of the Kenai Peninsula Borough. Assembly members may serve as members of the board of equalization, subject to appointment by the Assembly."

Please describe your expertise and/or experience in real and personal property, appraisal, the local real estate market, the personal property market and any other fields relating to your function as a board member:

I HAVE SERVED ON THE BOARD OF  
EQUALIZATION SINCE IT WAS ESTABLISHED.  
PRIOR TO THAT, I SERVED ON THE  
ASSEMBLY WHO'S MEMBERS ACTED AS  
THE BOARD OF EQUALIZATION WHEN  
NEEDED. TOTAL 17 YRS.



# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

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


Johni Blankenship, MMC  
Borough Clerk

<mailto:jblankenship@borough.kenai.ak.us>

---

### MEMORANDUM

**To:** Assembly President Linda Murphy  
Assembly Members

**From:** Johni Blankenship, Borough Clerk 

**Date:** January 8, 2013

**Re:** Applications for Reappointments to the Board of Adjustment

---

KPB 21.20.220 (G) states, "Appointment. Board members shall be appointed by a majority vote of the Borough Assembly."

The following people have submitted applications for consideration for reappointment to the Board of Adjustment:

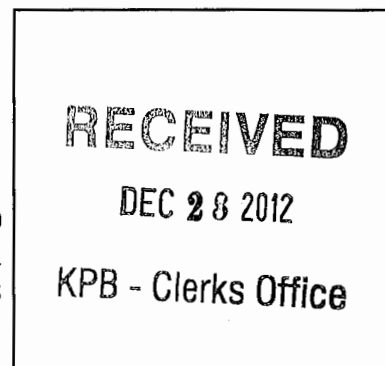
<u>Applicant</u>	<u>Seat</u>	<u>Term to Expire</u>
Barbara Belluomini	A	December 31, 2015
Mildred "Milli" Martin	D	December 31, 2015
Ron Long	Alternate A	December 31, 2015

Your consideration is appreciated.

**2012 BOARD OF ADJUSTMENT MEMBERSHIP APPLICATION  
KENAI PENINSULA BOROUGH  
Office of the Borough Clerk**

144 N. Binkley Street  
Soldotna, Alaska 99669-7599  
assemblyclerk@borough.kenai.ak.us

Phone: (907) 714-2160  
Toll Free: 1-800-478-4441  
Fax: (907) 714-2388



FOR OFFICIAL USE ONLY

☒ **Seat A**  
**3-year term**  
(01/01/2013 - 12/31/2015)

☐ **Seat D**  
**3-year term**  
(01/01/2013 - 12/31/2015)

☐ **Alternate Seat A**  
**3-year term**  
(01/01/2013 - 12/31/2015)

*(Please select only one seat above)*

Name:	<b>Barbara Belluomini</b>
Mailing Address:	<b>534 Knoll Circle Soldotna, AK 99669</b>
Residence Address:	<b>Same</b>
Work Phone:	<b>(907) 260-8434</b>
Home Phone:	
Mobile Phone:	<b>(907) 252-5728</b>
Email Address:	<b>lillincoln@gci.net</b>

KPB 21.20.220 "(A) Established. The board of adjustment is established to perform the appellate functions required by AS 29.40.050 (B) Composition. The board shall consist of five members selected from the public. Two alternates shall be appointed to serve in the event there are fewer than five members present for a proceeding. The alternate shall meet the qualifications for board membership. (C) Qualifications. Two or more members shall have previous experience in planning or platting, and preference shall be given to applicants who have quasi-judicial experience. Additionally, each member shall be a resident of the borough."

Please describe your expertise and/or experience in planning and/or platting, quasi-judicial background and any other fields relating to your function as a board member:

I continue to work as a State-certified real estate appraiser for Derry & Associates, Inc., where I have been employed since March 2005. I have also had the privilege of serving on the Board of Adjustment and the Board of Equalization over the past few years. I find the board positions to be both challenging and rewarding and look forward to continuing to serve in that capacity. Thank you for your consideration.

Please submit your completed application to the Borough Clerk's Office no later than:

**Wednesday, December 26, 2012**

**2012 BOARD OF ADJUSTMENT MEMBERSHIP APPLICATION**  
**KENAI PENINSULA BOROUGH**  
**Office of the Borough Clerk**

144 N. Binkley Street  
Soldotna, Alaska 99669-7599  
assemblyclerk@borough.kenai.ak.us

Phone: (907) 714-2160  
Toll Free: 1-800-478-4441  
Fax: (907) 714-2388

**RECEIVED**

**DEC 14 2012**

**KPB - Clerks Office**

FOR OFFICIAL USE ONLY

☐ **Seat A**  
**3-year term**  
(01/01/2013 - 12/31/2015)

☒ **Seat D**  
**3-year term**  
(01/01/2013 - 12/31/2015)

☐ **Alternate Seat A**  
**3-year term**  
(01/01/2013 - 12/31/2015)

*(Please select only one seat above)*

Name:	Milli Martin
Mailing Address:	P.O. Box 2652, Homer, AK 99603-2652
Residence Address:	61490 E. Skyline Drive, Homer, AK 99603-9339
Work Phone:	
Home Phone:	907-235-6652
Mobile Phone:	907-399-7752
Email Address:	<u>millimom@xyz.net</u>

KPB 21.20.220 "(A) Established. The board of adjustment is established to perform the appellate functions required by AS 29.40.050 (B) Composition. The board shall consist of five members selected from the public. Two alternates shall be appointed to serve in the event there are fewer than five members present for a proceeding. The alternate shall meet the qualifications for board membership. (C) Qualifications. Two or more members shall have previous experience in planning or platting, and preference shall be given to applicants who have quasi-judicial experience. Additionally, each member shall be a resident of the borough."

Please describe your expertise and/or experience in planning and/or platting, quasi-judicial background and any other fields relating to your function as a board member:

Served on the Kachemak Bay Advisory Planning Commission in the 1990's, while it was active. Served 9 years on the Borough Assembly for District 9. And have served on the Board of Adjustment the past three years and would enjoy continuing to serve.

Please submit your completed application to the Borough Clerk's Office no later than:

**Wednesday, December 26, 2012**

**2012 BOARD OF ADJUSTMENT MEMBERSHIP APPLICATION  
KENAI PENINSULA BOROUGH  
Office of the Borough Clerk**

144 N. Binkley Street  
Soldotna, Alaska 99669-7599  
assemblyclerk@borough.kenai.ak.us

Phone: (907) 714-2160  
Toll Free: 1-800-478-4441  
Fax: (907) 714-2388

**RECEIVED**

**DEC 17 2012**

**KPB - Clerks Office**

FOR OFFICIAL USE ONLY

☐ **Seat A**  
**3-year term**  
(01/01/2013 - 12/31/2015)

☐ **Seat D**  
**3-year term**  
(01/01/2013 - 12/31/2015)

☒ **Alternate Seat A**  
**3-year term**  
(01/01/2013 - 12/31/2015)

*(Please select only one seat above)*

Name:	Ronald E . (Ron) Long
Mailing Address:	P.O. Box 2464 – Seward, AK - 99664
Residence Address:	325515 Wizard Ave. – Seward, AK – 99664
Work Phone:	907-224-4020
Home Phone:	907-224-7068
Mobile Phone:	907-362-1107
Email Address:	<u>rlms@ptialaska.net, rlong@cityofseward.net</u>

KPB 21.20.220 “(A) Established. The board of adjustment is established to perform the appellate functions required by AS 29.40.050 (B) Composition. The board shall consist of five members selected from the public. Two alternates shall be appointed to serve in the event there are fewer than five members present for a proceeding. The alternate shall meet the qualifications for board membership. (C) Qualifications. Two or more members shall have previous experience in planning or platting, and preference shall be given to applicants who have quasi-judicial experience. Additionally, each member shall be a resident of the borough.”

Please describe your expertise and/or experience in planning and/or platting, quasi-judicial background and any other fields relating to your function as a board member:

Previous service BOA and BOE, KPB Assembly. Currently Community Development Director - City of Seward; responsible for planning, zoning administration and providing support to Planning and Zoning Commission. Ability to read, interpret, understand and apply codes and statutes.



Please submit your completed application to the Borough Clerk's Office no later than:

**Wednesday, December 26, 2012**



## **KENAI PENINSULA BOROUGH**

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

**PHONE:** (907) 262-4441 • **FAX:** (907) 262-1892

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE  
BOROUGH MAYOR**

### **MEMORANDUM**

**TO:** Linda Murphy, Assembly President  
Members, Kenai Peninsula Borough Assembly

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

**FROM:** Paul Ostrander, Chief of Staff *P.O.*

**DATE:** December 27, 2012

**SUBJECT:** Confirmation of new department head

Pursuant to Chapter 2.20 of the Kenai Peninsula Borough Code, the name of Stormy Brown is hereby submitted for confirmation as the Director of Human Resources of the Kenai Peninsula Borough.

KPB 2.20.030 states:

The assembly shall examine the qualifications of the executive for the purpose of determining whether they comply with the requirements prescribed by statute or ordinance for the position occupied. If they comply, the assembly shall so find and shall confirm the appointment. If they find the executive not qualified, they shall deny confirmation and the mayor shall thereafter hire a qualified person. No more than 31 days shall pass after the mayor has submitted the name of a new executive officer before the assembly shall determine by majority vote whether or not the qualifications set by statute and ordinance have been met. Failure to consider the matter within this time shall be deemed to constitute a finding that the officer possesses the requisite qualifications.

Ms. Brown's resume and job description are attached. Based on her qualifications, past experience, accomplishments, and proven performance, I strongly recommend confirmation.

# Stormy Brown

46047 Heather Ave.  
(P.O. Box 1609)  
Kenai, AK 99611

stormybrown123@gmail.com  
(cell)813.451.5005

I am a quality-driven, people-focused human resources leader with a diverse background of HR management experience spanning business partner, functional specialty, and project roles. I am regarded by my peers and internal clients as a business-minded professional with a refreshing attitude and a true "roll-up-your sleeves" work ethic.

## PROFESSIONAL EXPERIENCE

### Coca-Cola Refreshments USA, Inc.

➤ Director, Employment Practices / North America 02/2010 - Current

Our Employment Practices team is responsible for the development and implementation of HR policy and procedure programs for Coca-Cola Refreshments (65,000 employees). As the leader of the Employment Practices function, my role includes end-to-end responsibility for activities related to HR policy construction and compliance in North America. Policy governance includes employee relations, talent management, talent acquisition, benefits, safety, security, time & attendance, compliance, facilities and conduct:

- Strategy and design of HR Policy
- Development and authoring of HR Policy
- Employee Relations and Labor Relations review
- Stakeholdering and communication
- Leveraging technology and internal capabilities
- Project planning, launch and acknowledgement capture
- Compliance and employee relations consultation
- Tracking and process improvement

➤ Director, Human Resources -- Human Resources Business Partner 03/2008 - 02/2010

Functional Lead role responsible for the execution of HR programs and processes for our Customer Care operations in the US and Canada.

- Partnered with business leaders, responsible for developing and stewarding people plan to drive results for the growing sales organization.
- Lead a team of three HR Business Partners, Talent Acquisition Specialist and an HR Assistant. Our team served an employee base of exempt (250) and non-exempt (950) employees within the five locations in the US and Canada.
- Developed customer-specific strategies for organizational effectiveness, performance management, talent management, engagement, safety, change management, policy development, soft skills training, Affirmative Action Planning and execution, compliance, positive employee relations and alternative dispute resolution for unique dispatch, production, operations and call-center environment.
- Drove employee engagement through multiple feedback formats, employee involvement and accountability-focused leadership practices and communications.

- Manager, Human Resources, (Tampa, FL/Annapolis, MD/Tulsa, OK) 10/2005 - 3/2008  
Lead generalist supporting operations and distribution.
- Employee Relations Manager, (Tampa, FL). 11/2002 - 10/2005  
Senior generalist duties supporting operations and distribution.
- Sr. Human Resources Administrator, (Tampa, FL) 11/2001 - 11/2002  
Generalist duties supporting bargaining and non-bargaining operations team.

#### **Cigna Healthcare**

Human Resources Representative (Tampa, FL) 08/2000 - 11/2001  
HR Representative supporting 1600 employees including medical sales and operations team in three states.

#### **Houghton Mifflin (Harcourt) Company**

Human Resources Representative (Dallas, TX) 06/1997 - 05/1998  
Generalist role supporting 350 employees within a four-state region, including accounting, production, shipping, field sales and an inside sales call center:

### **EDUCATION / CERTIFICATIONS**

**BA, Interdisciplinary Social Science**, (Criminology/Sociology) University of South Florida  
**Senior Professional in Human Resources (SPHR)**, Completed 2007  
**Solutions Program Mediator**, Mediation Works Inc/CCE, since 2005  
**Certified County Mediator**, Supreme Court of Florida, since 2005  
**Human Resources Management Certification Program (HRCI)**, Richland College, Dallas, TX.

### **CONFERENCES / SEMINARS**

**Cornell University - Center for Advanced Human Resources Studies (CAHRS)** – Corporate workgroup/Remote Work Studies / 2011-2012  
**Employment Law Update**, Ogletree Deakins / 2007-2011  
**Employment Law Conferences**, National Employment Law Institute (NELI) / New Orleans / 2006-2008, 2010  
**California Wage & Hour Law Update**, NELI / 2010

### **ACTIVE MEMBERSHIPS**

Society for Human Resource Management (SHRM)  
Alaska Society for Human Resource Management (ASHRM)  
Hillsborough County Government (BOCC) Performance Management Task Force – HR Lead  
HR Tampa (SHRM Chapter)  
Florida Association of Professional Mediators (FAPM)  
Kenai Central High School – Football Booster (Secretary) 2012

**Position Description:** Director of Human Resources

**Service Type:** Administrative – Level-6

**Definition:** Under the general direction and supervision of the borough mayor and/or his designee, the human resources\_director is responsible for the operation, management and administration of the human resources department as set forth in KPB 2.33.

**Minimum Qualifications:** Bachelor's degree in Human Resources Management or a closely related field and at least six years of experience in human resource administration, preferably two (2) years of which is in a supervisory or administrative capacity. Must be familiar with health insurance plans, preferably self-funded plans and have demonstrated the ability to manage a diversified staff. Experience with developing and managing departmental budgets. Experience with salary analysis, union matters including grievances and negotiations, employee benefit program administration, and PERS is desirable. Must have a valid Alaska driver's license to perform all job functions.

**Essential Functions:**

1. Supervises the borough's human resources department as well as mail/copy room, Homer and Seward Annexes and custodial maintenance staff.
2. Plans and directs all centralized Human Resources functions relating to recruitment, testing, selecting and placement of employees, employee relations, training and development, position classification and compensation.
3. Identify, analyze and recommend solutions throughout the borough regarding administration functions.
4. Recommends salary classifications for all borough employees including service areas. Determines minimum qualifications, required training, knowledge and skills necessary. With the assistance of service area chiefs, risk management and office of emergency management, coordinates and standardizes qualifications and training of emergency service employees.
5. Develops and implements policies and procedures pertaining to personnel, healthcare and employment benefit matters.
6. Establishes and interprets regulations, policies, and procedures governing supervised functions through appropriate means. Ensures compliance with all federal and state statutes as well as borough personnel policies and procedures and collective bargaining agreements.
7. Serves as chief liaison and negotiator with organized labor. Reviews and processes employee grievances.
8. Prepares the human resources department's budget.
9. Responsible for all human resources' functions including ensuring confidentiality of personal information.
10. Serves as Plan Administrator for borough health plan. Serves as chief liaison and negotiator with health care providers, third party administrators and brokers.
11. Directs numerous employee related programs including the employee assistance program, supplemental benefits and flexible savings accounts.



**Other Functions:**

1. Other related duties as assigned.

**Physical Demands:** While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

# KENAI PENINSULA BOROUGH

## Office of the Borough Clerk

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

Johni Blankenship, MMC  
Borough Clerk

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### MEMORANDUM

**To:** Linda Murphy, Assembly President  
Members of the Assembly

**Thru:** Johni Blankenship, Borough Clerk (JB)

**From:** Katie Ring, Borough Clerk Secretary KLR

**Date:** January 8, 2013

**RE:** New Liquor License – High Mark Distillery

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Kenai Peninsula Borough Code 7.10.010 provides for mandatory Assembly review of all applications for new liquor licenses located within the Borough. Accordingly, the attached application filed by High Mark Distillery, Inc. dba High Mark Distillery is being submitted to you for review and action.

The Borough Finance Department has reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Department has reviewed the application for proximity to churches and/or schools and has no objection to the new license based on location.

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**RECOMMENDATION:**

That the Assembly authorizes a letter of non-objection to the issuance of the new liquor license as requested by High Mark Distillery, Inc. dba High Mark Distillery.

cc: High Mark Distillery, Inc.

State of Alaska  
Alcoholic Beverage Control Board

**RECEIVED**

NOV 19 2012

Date of Notice: November 19, 2012

KPB - Clerks Office

Application Type: **NEW** X

       **TRANSFER**  
       Ownership  
       Location  
       Name Change

Governing Body: **Kenai Peninsula Borough**  
Community Councils: None

License #: 5201  
License Type: Distillery  
D.B.A.: High Mark Distillery  
Licensee/Applicant: High Mark Distillery, Inc.  
Physical Location: 37200 Thomas Street, Sterling, AK 99672  
Mail Address: PO Box 3334, Soldotna, AK 99669  
Telephone #: 907-355-3492 or 907-260-3399  
EIN: 27-4543222

Liquor License Application Review	
TO:	<input checked="" type="checkbox"/> Delinquent Accounts <input type="checkbox"/> Planning Department
DATE:	<u>11-19-12</u>
Review and return to Borough Clerk with comments by: <u>12-27-12</u>	
For Assembly Meeting of <u>1-8-12</u>	
The <u>Finance</u> Department has no objection to the issuance of this license.	
Date:	<u>11-20-12</u> By: <u>[Signature]</u>

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
High Mark Distillery, Inc.	PO Box 3334 Soldotna, AK 99669	907-355-3492	11/19/2010 Alaska	Yes

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Felicia Keith-Jones President	07/06/1972	PO Box 3334 Soldotna, AK 99669	907-355-3492	100%

If **transfer** application, current license information:

License #:  
Current D.B.A.:  
Current Licensee:  
Current Location:

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 15 AAC 104.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 15 AAC 104.335(a)(3), AS 04.11.090(e), and 15 AAC 104.660(e) must be approved by the governing body.

Sincerely,

SHIRLEY A. COTÉ  
Director



***Sarah D. Oates***

Business Registration Examiner  
sarah.oates@alaska.gov  
(907)269-0356

Alcoholic Beverage Control Board  
5848 E Tudor Rd  
Anchorage, AK 99507

## New Liquor License

PAGE 1 OF 2

(907) 269-0350

Fax: (907) 272-9412

www.dps.state.ak.us/abc

**This application is for:**

- ☐ Seasonal - Two 6-month periods in each year of the biennial period beginning \_\_\_\_\_ and ending \_\_\_\_\_  
Mo/Day Mo/Day
- ☒ Full 2-year period

**SECTION A. LICENSE INFORMATION.** Must be completed for all types of applications.

License Year: <u>2012 / 2013</u>		License Type: <u>SEC. 04.11.170</u>	Statute Reference: <u>Sec. 04.11.170</u>	<b>FEEES</b>
Office Use Only: License #: <u>5201</u>		DISTILLERY LICENSE		License Fee: \$ <u>1,000.00</u>
Local Governing Body: (City, Borough or Unorganized) <u>KENAI PENINSULA BOROUGH</u>		Community Council Name(s) & Mailing Address: <u>- NA -</u>		Filing Fee: \$100.00
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>HIGH MARK DISTILLERY, INC.</u>		Doing Business As (Business Name): <u>HIGH MARK DISTILLERY</u>	Business Telephone Number: <u>907-355-3492</u> <u>907-260-3399</u> Fax Number: <u>907-260-3399</u>	Fingerprint: <u>51.50</u> # <u>9210</u> (\$54.25 per person) <u>PAID</u>
Mailing Address: <u>P.O. BOX 3334</u>		Street Address or Location of Premise: <u>37200 THOMAS ST.</u> <u>STERLING, AK. 99672</u>		Total Submitted: \$ <u>1,100.00</u> # <u>9209</u>
City, State, Zip: <u>SOLDOTNA, AK. 99669</u>		Email Address: <u>highmarkdistillery@</u> <u>hotmail.com</u>		

**SECTION B. PREMISES TO BE LICENSED.** Must be completed.

Closest school grounds <u>3.5 MILES</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Not applicable
Closest church: <u>1.3 MILES</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached

**SECTION C. Individual, corporate officer, limited liability organization member, manager or partner background.**

Does any individual, corporate officer, director, imited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☐ Yes ☒ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
<u>- NA -</u>				

Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

Office use only

Date Approved

Director's Signature

129



# Liquor License

<b>Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.</b>			
Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership) <b>HIGH MARK DISTILLERY, INC.</b>		Telephone Number <b>907-355-3492</b> <b>907-260-3399</b>	Fax Number <b>907-260-3399</b>
Corporate Mailing Address: <b>PO BOX 3334</b>	City <b>SOLDOTNA</b>	State <b>ALASKA</b>	Zip Code <b>99669</b>
Name, Mailing Address and Telephone Number of Registered Agent <b>FELICIA KEITH-JONES PO BOX 3334</b> <b>907-355-3492 SOLDOTNA, AK. 99669</b>		Date of Incorporation OR Certification with DCED <b>Nov. 19, 2010</b>	State of Incorporation <b>ALASKA</b>
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <b>must</b> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
<b>FELICIA KEITH-JONES</b>	<b>OWNER PRESIDENT</b>	<b>100%</b>	<b>PO BOX 3334 SOLDOTNA, AK. 99669</b>	<b>907-355-3492</b>	<b>7/6/72</b>

**NOTE: On a separate sheet provide information on ownership other organized entities that are shareholders of the licensee.**

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)			
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

**Declaration**

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s)	
Signature <b>Felicia Keith Jones</b>	Signature <b>MOLLY GREEN</b>
Name & Title (Please Print) <b>FELICIA KEITH-JONES, PRESIDENT</b>	Name & Title (Please Print) <b>NOTARY PUBLIC-STATE OF ALASKA</b>
Subscribed and sworn to before me this <b>27</b> day of <b>September 2012</b>	Subscribed and sworn to before me this day of
Notary Public in and for the State of Alaska <b>[Signature]</b>	Notary Public in and for the State of Alaska
My commission expires: <b>9.29.2012</b>	My commission expires:





STATE OF ALASKA  
ALCOHOL BEVERAGE CONTROL BOARD  
Licensed Premises Diagram

INSTRUCTIONS: Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: \_\_\_\_\_

High Mark Distillery

PREMISES LOCATION: \_\_\_\_\_

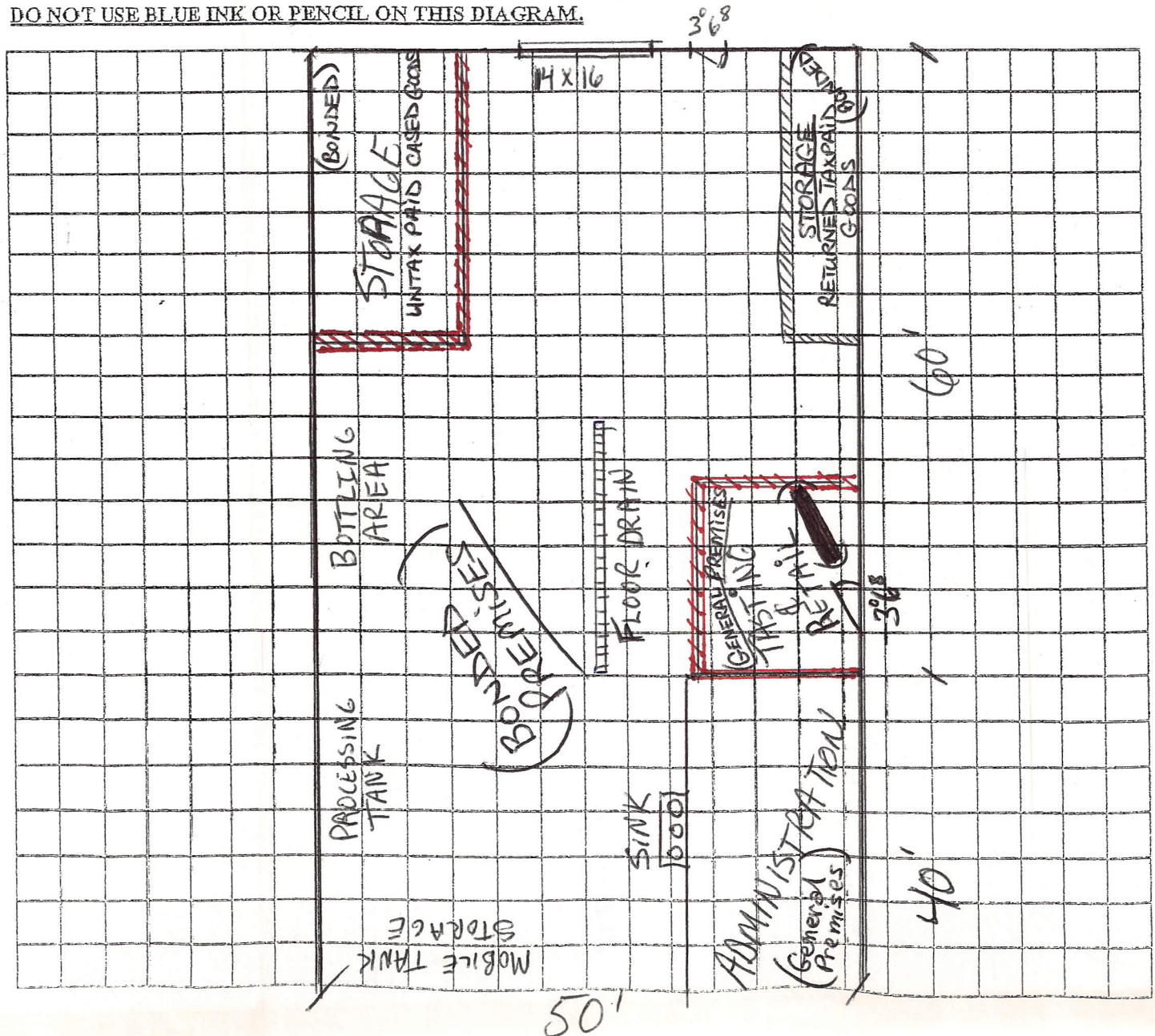
37200 Thomas Street Sterling, AK 99672

Indicate scale by x after appropriate statement or show length and width of premises.



SCALE A: X 1 SQ. = 4 FT. SCALE B: \_\_\_\_\_ 1 SQ. = 1 FT.

Length and width of premises in feet: 50' x 100'

Outline the area to be designated for sale service storage and consumption of alcoholic beverages in red.  
DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.



# Memorandum

**To:** Johni Blankenship, Borough Clerk  
**Thru:**  Craig Chapman, Finance Director  
**From:**  Lauri Lingafelt, Delinquent Accounts Specialist  
**Date:** December 13, 2012  
**Subject:** New Liquor License

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***Distillery—Kenai Peninsula Borough***

License #5201  
High Mark Distillery Inc.  
Dba High Mark Distillery

Location: 37200 Thomas St Sterling, AK 99672  
Mail: PO Box 3334 Soldotna, AK 99669

Please be advised that the Kenai Peninsula Borough Finance Department has no objection to the new liquor license application for the above noted liquor license based on unpaid taxes.

All tax accounts registered to the business and/or applicants are current at this time.

Please forward us a copy of the Assembly approval/objection letter for our records. Thank you for your consideration in this matter.





## **KENAI PENINSULA BOROUGH**

### **PLANNING DEPARTMENT**

144 North Binkley Street • Soldotna, Alaska 99669-7520

**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378

Toll-free within the Borough: 1-800-478-4441, Ext. 2200

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

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

## **M E M O R A N D U M**

**TO:** Johni Blankenship, Borough Clerk

**FROM:** Max J. Best, Planning Director *mb*

**RE:** High Mark Distillery New Liquor License Application

**DATE:** November 29, 2012

As requested, the Planning Department reviewed the High Mark Distillery new liquor license application to determine if churches or schools are within 500 feet (KPB 7.10.020). A 500-foot radius search was done for KPB Parcel 063-870-27, 37200 Thomas Street, Sterling.

Churches and schools are shown as institutional on the land use map. Kenai Peninsula Borough records show no schools or churches within the 500-foot buffer.

Maps and land status information are attached.



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

High Mark Distillery  
New Liquor License Application  
Land Use within 500 Feet



**LAND USE**

- Accessory Building
- Commercial
- Industrial
- Institutional
- Residential
- Timber/Farm
- Vacant

Date: 11/29/2012





The information depicted hereon  
is for a graphical representation  
only of best available sources.  
The Kenai Peninsula Borough  
assumes no responsibility  
for any errors on this map.



Kenai Peninsula Borough Planning Department  
Vicinity Map

0 100 200 400 Feet





High Mark Distillery  
New Liquor License Application  
Land Use within 500 Feet

PARCEL ID	OWNER	USAGE	ACREAGE	ADDRESS	CITY, STATE, ZIP CODE	IMPROVEMENT
06314306	BENNETT JOHN W & DIANE JO	Residential Vacant	37.20	PO BOX 1062	SOLDOTNA, AK 99669	\$0
06314401	FIELDS THOMAS A	Residential Vacant	14.70	PO BOX 2686	ALBANY, OR 97321	\$0
06387027	KEITH-JONES FELICIA L	Residential Dwelling - single	9.55	PO BOX 3334	SOLDOTNA, AK 99669	\$474,200
06387028	SUMNER STEVEN CRAIG	Residential Improved Land	8.82	PO BOX 506	STERLING, AK 99672	\$11,000
06387033	LOCKNER JAMES A	Residential Dwelling - single	0.92	PO BOX 189	STERLING, AK 99672	\$196,800
06387034	LOCKNER JAMES A	Residential Vacant	0.92	PO BOX 189	STERLING, AK 99672	\$0
06387036	ABURTO GABRIEL J	Residential Dwelling - single	1.09	PO BOX 1224	STERLING, AK 99672	\$210,900
06387037	EARLL LEITH E	Residential Dwelling - single	1.09	PO BOX 6	STERLING, AK 99672	\$428,600
06387038	CHUMLEY HUGH	Residential Vacant	0.92	PO BOX 1371	STERLING, AK 99672	\$0
06387039	CHUMLEY HUGH	Residential Vacant	0.92	PO BOX 1371	STERLING, AK 99672	\$0
06387040	MENDENHALL JOHN L & MAXINE N	Residential Vacant	1.00	2175 W SOUTHERN AVE	APACHE JUNCTION, AZ 8512	\$0
06387051	FOX KEVIN	Residential Dwelling - single	4.61	37244 THOMAS ST	STERLING, AK 99672	\$171,200
06387053	VOLK IDA B	Residential Dwelling - single	4.60	37487 DIANE ST	STERLING, AK 99672	\$0
06387054	VOLK IDA B	Residential Dwelling - single	4.52	37487 DIANE ST	STERLING, AK 99672	\$0
06387055	VOLK IDA B	Residential Dwelling - single	4.60	37487 DIANE ST	STERLING, AK 99672	\$0
06387059		Residential Improved Land	0.00			\$0

## **Kenai Peninsula Borough Assembly Committees 2012 – 2013**

### **ASSEMBLY COMMITTEES**

- **Finance Committee**  
Charlie Pierce, Chair  
Bill Smith, Vice Chair  
Kelly Wolf
- **Lands Committee**  
Ray Tauriainen, Chair  
Sue McClure, Vice Chair  
Brent Johnson
- **Policies & Procedures Committee**  
Mako Haggerty, Chair  
Brent Johnson, Vice Chair  
Hal Smalley
- **Legislative Committee**  
Kelly Wolf, Chair  
Hal Smalley, Vice Chair  
All Assembly Members
- **President Pro Tem**  
Charlie Pierce

### **OTHER BOROUGH COMMITTEES**

- **School Board**  
Brent Johnson

### **SERVICE AREA BOARD LIAISONS**

- **Anchor Point Fire & EMS** - Mako Haggerty
- **Bear Creek Fire** - Sue McClure
- **CES/CPEMS** - Brent Johnson
- **Central Peninsula General Hospital** -  
Kelly Wolf, Charlie Pierce, Linda Murphy
- **Kachemak Emergency Service Area** -  
Mako Haggerty
- **KPB Roads** - Kelly Wolf, Charlie Pierce
- **Nikiski Seniors** - Ray Tauriainen
- **Nikiski Fire** - Ray Tauriainen
- **North Peninsula Recreation** - Ray Tauriainen
- **Seward/Bear Creek Flood SA** - Sue McClure
- **South Peninsula Hospital** - Mako Haggerty,  
Bill Smith

### **NON-BOROUGH COMMITTEES**

- **Cook Inlet Aquaculture**  
Brent Johnson
- **Cook Inlet R.C.A.C.**  
Grace Merkes, Term Expires March, 2014
- **Economic Development District**  
Linda Murphy, Term Expires 12/31/13  
Hal Smalley, Term Expires 12/31/14
- **Kenai Peninsula College Council**  
Hal Smalley, Term Expires 06/30/14
- **Kenai River Special Management Area  
Advisory Board**  
Brent Johnson
- **Prince William Sound R.C.A.C.**  
Blake Johnson, Term Expires May, 2013