

# Kenai Peninsula Borough

COUNTER COPY

*Assembly Packet*

*June 4, 2002*

*7:00 PM*

*Borough Administration Building*

*144 N. Binkley Street*

*Soldotna*

# June 2002

## Assembly Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																				
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>May 2002</b></p> <table style="width: 100%; border-collapse: collapse; text-align: center;"> <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>1</td><td>2</td><td>3</td><td>4</td><td></td><td></td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </table> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>Jul 2002</b></p> <table style="width: 100%; border-collapse: collapse; text-align: center;"> <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>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table> </div> </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		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				1
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																																																																																					
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																																																																																							
2	3	4	5	6	7	8																																																																																				
	<p style="text-align: center; margin: 0;"><b>10:00 AM</b> <b>Budget Work</b> <b>Session</b></p> <p style="text-align: center; margin: 5px 0;">7:30 PM School Board</p>	<p style="text-align: center; margin: 0;"><b>7:00 PM</b> <b>ASSEMBLY</b> <b>MEETING</b></p>	<p>7:00 PM Moose Pass APC</p>	<p>6:00 PM South Pen Hospital</p> <p>7:00 PM Kachemak Emergency Services</p>	<p>Linda Murphy's Birthday</p> 	<p>Sherry Biggs' Birthday</p> 																																																																																				
9	10	11	12	13	14	15																																																																																				
	<p>5:30 PM Plat Committee</p> <p>7:30 PM Planning Commission</p>	<p>7:00 PM Anchor Point APC</p> <p>7:00 PM KPB Roads</p> <p>7:30 PM Bear Creek FSA</p>	<p>7:00 PM Nikiski Senior</p> <p>7:30 PM Cooper Landing APC</p> <p>7:30 PM Nikiski FSA</p> <p>John Blankenship's Birthday</p> 	<p>7:00 PM Kachemak Bay APC</p> <p>7:00 PM Kachemak Emergency Services</p> <p>7:00 PM Trails Commission</p>																																																																																						
16	17	18	19	20	21	22																																																																																				
	<p>5:30 PM CPGH SA</p> <p>7:00 PM Anchor Point FSA</p> <p>7:00 PM CES</p> <p>7:30 PM School Board</p>	<p style="text-align: center; margin: 0;"><b>7:00 PM</b> <b>ASSEMBLY</b> <b>MEETING</b></p>		<p>7:00 PM Kachemak Emergency Services</p>																																																																																						
23	24	25	26	27	28	29																																																																																				
	<p>5:30 PM Plat Committee</p> <p>7:00 PM North Pen Rec SA</p> <p>7:30 PM Planning Commission</p>			<p>7:00 PM Kachemak Bay APC</p> <p>7:00 PM Kachemak Emergency Services</p>																																																																																						
30																																																																																										



# July 2002

## Assembly Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																																																	
	<b>1</b> 7:30 PM School Board	<b>2</b>	<b>3</b>	<b>4</b> Independence Day 	<b>5</b>	<b>6</b>																																																																																																																	
<b>7</b>	<b>8</b> 5:30 PM Plat Committee 7:30 PM Planning Commission	<b>9</b> 7:00 PM Anchor Point APC <b>7:00 PM ASSEMBLY MEETING</b> 7:00 PM KPB Roads 7:30 PM Bear Creek FSA	<b>10</b> <b>10:00 AM Board of Adjustment</b> 7:00 PM Nikiski Seniors 7:30 PM Cooper Landing APC 7:30 PM Nikiski FSA	<b>11</b> 7:00 PM Kachemak Bay APC 7:00 PM Kachemak Emergency Services	<b>12</b>	<b>13</b>																																																																																																																	
NACo Annual Conference in New Orleans																																																																																																																							
<b>14</b>	<b>15</b> 5:30 PM CPGH SA 7:00 PM Anchor Point FSA 7:00 PM CES 7:30 PM School	<b>16</b>	<b>17</b>	<b>18</b> 7:00 PM Kachemak Emergency Services	<b>19</b>	<b>20</b>																																																																																																																	
NACo Annual Conference in New Orleans																																																																																																																							
<b>21</b>	<b>22</b> 5:30 PM Plat Committee 7:00 PM North Pen Rec SA 7:30 PM Planning Commission	<b>23</b>	<b>24</b>	<b>25</b> 7:00 PM Kachemak Bay APC 7:00 PM Kachemak Emergency Services	<b>26</b>	<b>27</b>																																																																																																																	
<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<table border="1" style="width: 100%;"> <thead> <tr> <th colspan="7">Jun 2002</th> <th colspan="7">Aug 2002</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td>1</td> <td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td> </tr> <tr> <td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td> <td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> <tr> <td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td> <td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td> </tr> <tr> <td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td> <td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td> </tr> <tr> <td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td> <td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td> </tr> <tr> <td>30</td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </tbody> </table>			Jun 2002							Aug 2002							S	M	T	W	T	F	S	S	M	T	W	T	F	S							1						1	2	3	2	3	4	5	6	7	8	4	5	6	7	8	9	10	9	10	11	12	13	14	15	11	12	13	14	15	16	17	16	17	18	19	20	21	22	18	19	20	21	22	23	24	23	24	25	26	27	28	29	25	26	27	28	29	30	31	30													
Jun 2002							Aug 2002																																																																																																																
S	M	T	W	T	F	S	S	M	T	W	T	F	S																																																																																																										
						1						1	2	3																																																																																																									
2	3	4	5	6	7	8	4	5	6	7	8	9	10																																																																																																										
9	10	11	12	13	14	15	11	12	13	14	15	16	17																																																																																																										
16	17	18	19	20	21	22	18	19	20	21	22	23	24																																																																																																										
23	24	25	26	27	28	29	25	26	27	28	29	30	31																																																																																																										
30																																																																																																																							

# June 2002 - May 2003

## Assembly Yearly Planner

Jun 2002						
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						

### JUNE

- 3 Budget Work Session
- 4 Assembly Meeting
- 18 Assembly Meeting

### JULY

- 4 Independence Day
- 9 Assembly Meeting
- 10 Board of Adjustment
- 11 NACo Annual Conference in New Orleans (July 11-17)

Jul 2002						
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			

- 13 AML Meeting - Valdez (Nov 13-15)
- 26 Assembly Meeting
- 28 Thanksgiving Holiday
- 29 Thanksgiving Holiday

Dec 2002						
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				

### DECEMBER

- 10 Assembly Meeting
- 25 Christmas Day

### JANUARY

- 1 New Years Day
- 7 Assembly Meeting

Jan 2003						
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	

Aug 2002						
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

### AUGUST

- 1 Filing Period Opens
- 6 Assembly Meeting
- 15 Filing Period Closes
- 20 Assembly Meeting
- 27 State Primary Election

Feb 2003						
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	

Sep 2002						
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					

### SEPTEMBER

- 2 Labor Day
- 3 Assembly Meeting
- 17 Assembly Meeting - In Homer

Mar 2003						
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					

Oct 2002						
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		

### OCTOBER

- 1 Municipal Election
- 8 Assembly Meeting
- 22 Assembly Meeting

Apr 2003						
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	

Nov 2002						
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

### NOVEMBER

- 5 State General Election
- 11 AML/NEO - Valdez (Nov 11-12)
- Veterans Day
- 12 Assembly Meeting

May 2003						
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



***Assembly Meeting Schedule***

---

***TUESDAY, June 4, 2002***

***1:00 PM***

**Lands Committee**  
Borough Assembly Chambers  
Borough Administration Building  
Soldotna, Alaska

***followed by***

**Finance Committee**  
Borough Assembly Chambers  
Borough Administration Building  
Soldotna, Alaska

***followed by***

**Policies and Procedures Committee**  
Borough Assembly Chambers  
Borough Administration Building  
Soldotna, Alaska

***followed by***

**Legislative Committee**  
Borough Assembly Chambers  
Borough Administration Building  
Soldotna, Alaska

***4:00 PM***

**Committee of the Whole**  
Borough Assembly Chambers  
Borough Administration Building  
Soldotna, Alaska

***7:00 PM***

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





**AGENDA**

**ITEMS NOT APPEARING ON THE REGULAR MEETING AGENDA**

- 1. Dick Metteer - Discussion on Ordinance 2002-14 (Popp) Substitute (20 minutes)
- 2. Discussion on Septic Pits on Borough Lands - Jerry Holland, Aardvark Pumping

**L. PUBLIC HEARINGS ON ORDINANCES**

- 1. Ordinance 2002-13: Amending KPB 14.06, Road Construction Standards (Mayor at the Request of the Road Service Area Board) . . . . . **30**
- 2. Ordinance 2002-14 (Popp) Substitute: Amending KPB 21.25 Conditional Land Use Permits and Adopting KPB 21.28 Concentrated Animal Feeding Operations (Popp) . . . . . **52**
- 3. Ordinance 2002-15: Amending KPB Chapter 17.10 Regarding Grazing and Agricultural Leases of Borough Lands, to Define a Grazing Classification and Make Associated Amendments (Popp, Navarre) . . . . . **63**
- 6. Ordinance 2002-18: Authorizing Removal of Restrictions on the Land Leased with Option to Purchase to the United States Postal Service in Cooper Landing for a New Main Post Office (Mayor) . . . . . **87**

**M. UNFINISHED BUSINESS**

- 1. Postponed Items
  - a. Resolution 2002-067: Accepting the Transfer of Responsibility for the Design and Construction of Improvements to the Nikiski Emergency Exit Road (Mayor) . . . . . **129**

**N. NEW BUSINESS**

- 3. Ordinances for Introduction
  - \*b. Ordinance 2002-22: Authorizing the Negotiated Sale of Tract A, Arness Dock Subdivision, Located in the Vicinity of Nikiski High School, to Offshore Systems - Kenai (Mayor) (Hearing on 07/09/02) . . . . . **229**

4. Other

- \*a. Petition to vacate that portion of Cache Circle south of the south boundary of Hrubes Avenue, adjacent to Tracts D, E and F AND vacate the 10-foot utility easement adjacent to this portion of Cache Circle, and the 20-foot extension of the utility easement centered on the line common to Tracts E and F; dedicated or granted by Channel Shores Subdivision (Plat 85-102 KRD); within Section 30, Township 5 North, Range 10 West, Seward Meridian, Alaska; KPB File No. 2002-080 ..... 251

*[Clerk's Note: The Planning Commission approved the referenced vacation by unanimous consent during its regularly scheduled May 13, 2002 meeting.]*

**\*Consent Agenda Items**

Staff requested:
Planning Director or Representative



June 4, 2002	<i>Immediately following Lands</i>	Borough Assembly Chambers, Soldotna
Bill Popp, Chair    Pete Sprague, Vice Chair		

**AGENDA**

**L. PUBLIC HEARINGS ON ORDINANCES**

- 7. Ordinance 2002-19: Appropriating Funds for Fiscal Year 2002-2003 (Mayor) (Final Hearing) ..... **109**
  
- 8. Ordinance 2002-21: Establishing the Anchor Point Port and Harbor Service Area for a Feasibility Study and Potential Construction and Maintenance of a Port and Harbor and Providing for an Elected Board (Martin) (First of Two Hearings) ..... **113**

**N. NEW BUSINESS**

- 1. Bid Awards
  - \*a. Resolution 2002-071: Authorizing Award of a Contract for Professional Design Services for South Peninsula Hospital Master Plan / Schematic Design (Mayor) ..... **132**
  
  - \*b. Resolution 2002-072: Authorizing Award of a Contract for the Sears Elementary School Office Remodel (Mayor) ..... **134**
  
  - \*c. Resolution 2002-073: Authorizing Award of a Contract for Flooring Replacement at Soldotna High School, Soldotna Elementary School, Mountain View Elementary School, Sterling Elementary School, Soldotna Middle School and Chapman Elementary School (Mayor) ..... **137**
  
  - \*d. Resolution 2002-074: Authorizing Award of Contract for the Soldotna High School Fire Alarm System Project (Mayor) ..... **144**
  
- 2. Resolutions
  - \*a. Resolution 2002-070: Establishing Necessity for the Tote Road-Echo Lake Road Utility Special Assessment District (USAD) for the Construction of a Natural Gas Main Line (Mayor) ..... **147**

\*b. Resolution 2002-075: Setting the Rate of Levy for Real and Personal Property Taxes for the Kenai Peninsula Borough and for Service Areas Within the Borough for the Tax Year 2002 (Mayor) . . . . . **197**



---

# Kenai Peninsula Borough Assembly

# *Legislative Committee*

June 4, 2002

*immediately following Policies and Procedures* Borough Assembly Chambers, Soldotna

Ron Long, Chair    Grace Merkes, Vice Chair

---

## AGENDA

### J.    MAYOR'S REPORT

2.    Other

- a.    Letter from Paul W. Forward, Deputy Regional Forester for State and Private Forestry regarding notification of funding in the amount of \$1,000,000 to the Kenai Peninsula Borough for Spruce Bark Beetle Mitigation and Hazardous Tree Removal Projects ..... **24**

\* Consent Agenda Items

Staff requested:
Borough Clerk



---

**Kenai Peninsula Borough Assembly**

***Committee of the Whole***

June 4, 2002

*immediately following Legislative*

Borough Assembly Chambers, Soldotna

Tim Navarre, Chair

**AGENDA**

**DISCUSSION ITEMS**

1. Discussion of Items Appearing on the Mayor's Report

**L. PUBLIC HEARINGS ON ORDINANCES**

Ordinance 2002-16: Placing on the Ballot Two Plans for School Board Membership  
Structure Including Possible Districting (Navarre) ..... 73

\*Consent Agenda Items

Staff requested:
------------------

Borough Clerk
---------------





# *Assembly Agenda*

*Tim Navarre  
President  
Seat 2 - Kenai North  
Term Expires 2002*

*Grace Merkes  
Vice President  
Seat 5 - Sterling  
Term Expires 2002*

*Paul Fischer  
Assembly Member  
Seat 7 - Tustumena  
Term Expires 2004*

*Ron Long  
Assembly Member  
Seat 6 - Seward  
Term Expires 2003*

*Milli Martin  
Assembly Member  
Seat 9 -  
Diamond/Seldovia  
Term Expires 2003*

*Chris Moss  
Assembly Member  
Seat 8 - Homer  
Term Expires 2002*

*Bill Popp  
Assembly Member  
Seat 1 - Kenai South  
Term Expires 2003*

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

*Gary Superman  
Assembly Member  
Seat 3 - Nikiski  
Term Expires 2004*

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL**
- E. 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.)
- F. COMMENDING RESOLUTIONS AND PROCLAMATIONS**
- G. PUBLIC COMMENTS AND PRESENTATIONS** - Items other than those appearing on the agenda (3 minutes per speaker, 20 minutes aggregate)
- H. COMMITTEE REPORTS**
- I. REPORTS OF COMMISSIONS AND COUNCILS**
- J. MAYOR'S REPORT . . . . . 1**
  - 1. Agreements and Contracts
    - a. Approval of Equipment and Technical Services Agreement between KPB and Tazlina Hotshots Firefighting Crew related to the Spruce Bark Beetle Mitigation Project . . . . . 2
    - b. Approval of sole source contract with Dextrite, Inc., for Purchase of Florescent Bulb Crusher for KPB Solid Waste Department, Hazardous Waste Collection Program (HWCP) . . . . . 11
    - c. Approval of sole source contract with Scott Bourn, Director of Emergency Health Services for Paramedic Refresher Class at Nikiski Fire Department . . . . . 13

d.	Approval of contract with Segesser Survey, Inc. for Ninilchik #1 and # 2 Right-of-Way Projects related to the Spruce Bark Beetle Mitigation Project .....	14
e.	Approval of contract with Segresser Surveys, Inc. for Ninilchik #3 Right-of-Way Project .....	17
f.	Approval of contract with Segresser Surveys, Inc. for Marsha Right-of-Way Project .....	19
g.	Approval of contract with Wilson and Lewis, Inc. for Sound Absorption Blanket for KPB Legal Department Offices .....	21
h.	Waiver of Formal Bidding Procedures for the Homer Flex School Basement Remodel Project .....	23
2.	Other	
a.	Letter from Paul W. Forward, Deputy Regional Forester for State and Private Forestry regarding notification of funding in the amount of \$1,000,000 to the Kenai Peninsula Borough for Spruce Bark Beetle Mitigation and Hazardous Tree Removal Projects .....	24
b.	Budget Revisions - April 2002 .....	25
c.	Revenue - Expenditure Report - April 2002 .....	27

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

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

1.	<u>Ordinance 2002-13</u> : Amending KPB 14.06, Road Construction Standards (Mayor at the Request of the Road Service Area Board) (Referred to Lands Committee) .....	30
2.	<u>Ordinance 2002-14 (Popp) Substitute</u> : Amending KPB 21.25 Conditional Land Use Permits and Adopting KPB 21.28 Concentrated Animal Feeding Operations (Popp) (Referred to Lands Committee) .....	52
3.	<u>Ordinance 2002-15</u> : Amending KPB Chapter 17.10 Regarding Grazing and Agricultural Leases of Borough Lands, to Define a Grazing Classification and Make Associated Amendments (Popp, Navarre) (Referred to Lands Committee) .....	63

4.	<u>Ordinance 2002-16</u> : Placing on the Ballot Two Plans for School Board Membership Structure Including Possible Districting (Navarre) (Referred to Committee of the Whole) . . . . .	73
5.	<u>Ordinance 2002-17</u> : Amending KPB Title 4, Elections, to Reflect Current Election Practices, Changes in State Election Laws, and Other General Housekeeping Changes (Navarre at the request of the Borough Clerk) (Referred to Policies and Procedures Committee) . . . . .	77
6.	<u>Ordinance 2002-18</u> : Authorizing Removal of Restrictions on the Land Leased with Option to Purchase to the United States Postal Service in Cooper Landing for a New Main Post Office (Mayor) (Referred to Lands Committee) . . . . .	87
7.	<u>Ordinance 2002-19</u> : Appropriating Funds for Fiscal Year 2002-2003 (Mayor) (Final Hearing) (Referred to Finance Committee) . . . . .	109
8.	<u>Ordinance 2002-21</u> : Establishing the Anchor Point Port and Harbor Service Area for a Feasibility Study and Potential Construction and Maintenance of a Port and Harbor and Providing for an Elected Board (Martin) (First of Two Hearings) (Referred to Finance Committee) . . . . .	113

**M. UNFINISHED BUSINESS**

1.	Postponed Items	
a.	<u>Resolution 2002-067</u> : Accepting the Transfer of Responsibility for the Design and Construction of Improvements to the Nikiski Emergency Exit Road (Mayor) (Referred to Lands Committee) . . . . .	129

**N. NEW BUSINESS**

1.	Bid Awards	
*a.	<u>Resolution 2002-071</u> : Authorizing Award of a Contract for Professional Design Services for South Peninsula Hospital Master Plan / Schematic Design (Mayor) (Referred to Finance Committee) . . . . .	132
*b.	<u>Resolution 2002-072</u> : Authorizing Award of a Contract for the Sears Elementary School Office Remodel (Mayor) (Referred to Finance Committee) . . . . .	134

*c.	<u>Resolution 2002-073</u> : Authorizing Award of a Contract for Flooring Replacement at Soldotna High School, Soldotna Elementary School, Mountain View Elementary School, Sterling Elementary School, Soldotna Middle School and Chapman Elementary School (Mayor) (Referred to Finance Committee) . . . . .	137
*d.	<u>Resolution 2002-074</u> : Authorizing Award of Contract for the Soldotna High School Fire Alarm System Project (Mayor) (Referred to Finance Committee) . . . . .	144
2. Resolutions		
*a.	<u>Resolution 2002-070</u> : Establishing Necessity for the Tote Road-Echo Lake Road Utility Special Assessment District (USAD) for the Construction of a Natural Gas Main Line (Mayor) (Referred to Finance Committee) . . . . .	147
*b.	<u>Resolution 2002-075</u> : Setting the Rate of Levy for Real and Personal Property Taxes for the Kenai Peninsula Borough and for Service Areas Within the Borough for the Tax Year 2002 (Mayor) (Referred to Finance Committee) . . . . .	197
*c.	<u>Resolution 2002-076</u> : Authorizing the Mayor to Offer for Competitive Bid Fuel Reduction Sales in Unit 7 as Approved by KPB Ordinance 2000-50 (Mayor) (Referred to Finance Committee) . . . . .	201
3. Ordinances for Introduction		
*a.	<u>Ordinance 2001-19-41</u> : Authorizing the Appropriation of Additional Funds to Complete the Russian Gap Subdivision Road and Slope Recontour Project in Cooper Landing (Mayor) (Hearing on 07/09/02) (Referred to Finance Committee) . . . . .	224
*b.	<u>Ordinance 2002-22</u> : Authorizing the Negotiated Sale of Tract A, Arness Dock Subdivision, Located in the Vicinity of Nikiski High School, to Offshore Systems - Kenai (Mayor) (Hearing on 07/09/02) (Referred to Lands Committee) . . . . .	229

4. Other

- \*a. Petition to vacate that portion of Cache Circle south of the south boundary of Hrubes Avenue, adjacent to Tracts D, E and F AND vacate the 10-foot utility easement adjacent to this portion of Cache Circle, and the 20-foot extension of the utility easement centered on the line common to Tracts E and F; dedicated or granted by Channel Shores Subdivision (Plat 85-102 KRD); within Section 30, Township 5 North, Range 10 West, Seward Meridian, Alaska; KPB File No. 2002-080 (Referred to Lands Committee) . . . . . **251**

*[Clerk's Note: The Planning Commission approved the referenced vacation by unanimous consent during its regularly scheduled May 13, 2002 meeting.]*

- \*b. Application for Restaurant Designation Permit (Referred to Finance Committee) . . . . . **261**

**Northern Adventures, LLC d/b/a Trail Lake Lodge  
Moose Pass**

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

**P. ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

June 18	7:00 pm	Regular Assembly Meeting	Soldotna
---------	---------	--------------------------	----------

**Q. ASSEMBLY COMMENTS**

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

1. Ordinance 2001-19-08: Authorizing the Acquisition of Lots 2 & 3, Block 8, Fairview Subdivision, Plat No. 56-2936, Homer Recording District, for an Addition to the South Peninsula Hospital and Appropriating \$121,000 to Acquire the Property (Mayor at the request of the South Peninsula Hospital Board) (Referred to Lands Committee) (Tabled on 11/06/01)
2. Ordinance 2002-20: Amending the Boundaries of the Kachemak Emergency Service Area to Exclude Property Located in the Newly Annexed Portions of the City of Homer (Mayor) (Hearing on 06/18/02) (Referred to Lands Committee)



3. Ordinance 2002-21: Establishing the Anchor Point Port and Harbor Service Area for a Feasibility Study and Potential Construction and Maintenance of a Port and Harbor and Providing for an Elected Board (Martin) (Final Hearing on 06/18/02) (Referred to Finance Committee)
4. Ordinance 2001-47 (Martin) Substitute: Amending KPB Title 20 "Subdivisions" Providing for the Construction of Roads to Borough Maintenance Standards Prior to Final Plat Approval (Martin) (Final Hearing on 08/06/02) (Referred to Lands Committee)

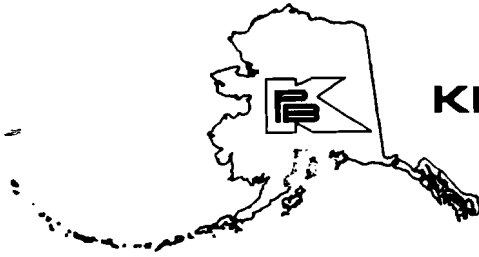
**S. INFORMATIONAL MATERIALS AND REPORTS**

**T. NOTICE OF NEXT MEETING AND ADJOURNMENT**

The next meeting of the Kenai Peninsula Borough Assembly will be held on June 18, 2002, at 7:00 P.M. in the Borough Assembly Chambers, Soldotna, Alaska.

*This meeting will be broadcast on KPEN-FM 101.7 (Central Peninsula), KPEN-FM 102.3 (Homer), KGTL-AM 620 (Homer), KPEN-FM 102.3 (Seward), KPEN-FM 99.3 (Anchor Point & Seldovia), KPEN-FM 100.9 (Kachemak City & East End).*

*Copies of agenda items are available at the Borough Clerk's Office or outside the Meeting Room just prior to the meeting. For further information, please call the Clerk's Office at 262-8608 or toll free within the Borough at 1-800-478-4441, Ext. 308. Visit our website at [www.borough.kenai.ak.us](http://www.borough.kenai.ak.us) for copies of the agenda, meeting summaries, ordinances and resolutions.*



## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MAYOR'S REPORT TO THE ASSEMBLY

**TO:** Timothy Navarre, Assembly President  
Kenai Peninsula Borough Assembly Members

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

**DATE:** June 4, 2002

---

#### Agreements and Contracts

1. Approval of Equipment and Technical Services Agreement between KPB and Tazlina Hotshots Firefighting Crew related to the Spruce Bark Beetle Mitigation Project.
2. Approval of sole source contract with Dextrite, Inc., for Purchase of Fluorescent Bulb Crusher for KPB Solid Waste Department, Hazardous Waste Collection Program (HWCP).
3. Approval of sole source contract with Scott Bourn, Director of Emergency Health Services for Paramedic Refresher Class at Nikiski Fire Department.
4. Approval of contract with Segesser Surveys, Inc. for Ninilchik # 1 and 2 Right-of-Way Project related to the Spruce Bark Beetle Mitigation Project.
5. Approval of contract with Segesser Surveys, Inc. for Ninilchik # 3 Right-of-Way Project.
6. Approval of contract with Segesser Surveys, Inc. for Marsha Right-of-Way Project.
7. Approval of contract with Wilson and Lewis, Inc. for Sound Absorption Blanket for KPB Legal Department Offices.
8. Waiver of Formal Bidding Procedures for the Homer Flex School Basement Remodel Project.

#### Other

9. Letter from Paul W. Forward, Deputy Regional Forester for State and Private Forestry regarding notification of funding in the amount of \$1,000,000 to the Kenai Peninsula Borough for Spruce Bark Beetle Mitigation and Hazardous Tree Removal Projects.
10. Budget Revisions – April 2002
11. Revenue – Expenditure Report – April 2002

DB/bd

## **EQUIPMENT AND TECHNICAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered by and between the KENAI PENINSULA BOROUGH and Tazlina Hotshots.

**Section 1. Definition.** In this Agreement:

1. The term "Borough" means the Kenai Peninsula Borough.
2. The term "Contractor" means Tazlina Hotshots.
3. The term "Mayor" means the mayor of the Kenai Peninsula Borough or his authorized representative.

**Section 2. Employment of Contractor.** The Borough hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

**Section 3. Scope of Services.** The Contractor shall perform all the services and provide all equipment as noted per Attachment A and provided for by this Agreement:

See Attachment A, incorporated by reference as if fully set forth herein.

**Section 4. Personnel.** Personnel shall be limited to Project Manager, Ray Shinn, and the twenty (20) person Tazlina Hotshot Type 1 fire crew.

**Section 5. Time of Performance.** The services of the Contractor shall commence May 1, 2002, and shall terminate on October 31, 2002. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

**Section 6. Compensation.**

1. Subject to the provisions of this Agreement, the Borough shall pay the Contractor a total sum for all services and expenses for the term of this Agreement not exceeding the sum of \$140,000.00. Payment for services received will be based on costs identified in Attachment A.
2. Except as otherwise provided in this Agreement, the Borough shall not provide any additional compensation, payment, service or other thing of value to the Contractor in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the Borough.

**Section 7. Method and Time of Payment.**

1. Normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., project management, chain saws, administrative/insurance and transportation costs). Documentation of expenditures need not be submitted with billings but must be retained by the Contractor in the event the Borough requests said documentation.
2. No payment will be disbursed until the task and associated expenditures have been approved by the Borough.
3. Contractor will receive 30% of contract (\$42,000.00) from the Borough upon signing of contract by contractor and the Borough. Contractor will invoice Borough for the remaining 70% of contract money as follows: 25% (\$35,000.00) two weeks after contract work begins, 25% (\$35,000.00) four weeks after contract work begins, and 20% (up to \$28,000.00 if project completed) upon termination of contract.
4. All invoices must be submitted in duplicate and addressed as follows:

Kenai Peninsula Borough  
Attn: Spruce Bark Beetle Program  
36130 Kenai Spur Hwy.  
Soldotna, AK 99669

4. It is expressly understood and agreed that in no event shall the total compensation due the Contractor exceed \$ 140,000.00.

**Section 8. Termination of Agreement for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Borough shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The Contractor shall be entitled to receive compensation only for work completed to the Borough's satisfaction in accordance with the terms of this Agreement.

**Section 9. Termination for Convenience of Borough.** The Borough may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the Borough's satisfaction in accordance with the terms of this Agreement. If this Agreement is terminated due to the fault of the Contractor, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

**Section 10. Causes Beyond Control.** In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement,

nonperformance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of this Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of this Agreement as set forth herein. Events, which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The Borough will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

**Section 11. Modifications.**

1. The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into this Agreement by written amendments.
2. It is expressly understood that the Borough may require changes in the scope of services and an unreasonable refusal by the Contractor to agree to modification in the scope of services will be the basis for termination of this Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of this Agreement will not be modified, under any circumstances, without prior written approval of the Borough.

**Section 12. Interest of Members of Borough and Others.** No officer, member or employee of the Borough and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect.

**Section 13. Assignability.**

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the Borough, thereto; provided, however, that claims for money due or to become due to the Contractor from the Borough under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough, or the Contractor shall be responsible to the Borough for any moneys due the assignee of this Agreement, which are paid directly to the Contractor.

**Section 14. Findings Confidential.** To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement



which the Borough requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Borough.

**Section 15. Jurisdiction; Choice of Law.** Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Kenai. The law of the state of Alaska shall govern the rights and obligations of the parties.

**Section 16. Non-Waiver.** The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

**Section 17. Licenses and certificates:** Contractor and subcontractors and employees of contractor or subcontractor must hold all licenses, certificates, registrations and other credentials required by local, state, and federal law and all local, state, and federal rules and regulations for performance under this contract. This documentation must be current and must have been issued by or under the authority of the State of Alaska or be documentation from an outside jurisdiction, which documentation is accepted as valid by the State of Alaska for performance in Alaska. This documentation shall include, but is not limited to, an Alaska business license, and applicable professional licenses, registrations, and certifications including those related to use of explosives.

**Section 18. Permits** Contractor shall obtain all permits necessary for performance under this contract.

**Section 19. Agreement Administration.**

1. The KPB Spruce Bark Beetle Program personnel will be the representatives of the Borough administering this Agreement.
2. The services to be furnished by the Contractor shall be administered, supervised, and directed by the KPB Spruce Bark Beetle Program, 36130 Kenai Spur Highway, Soldotna, Alaska 99669 under the oversight of the KPB Spruce Bark Beetle Program personnel.

**Section 20. Integration.** This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

**Section 21. Defense and Indemnification.**

1. The Contractor shall indemnify, defend, save and hold the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subconsultants' performance or failure to perform this Agreement in any way whatsoever. This includes but is

not limited to claims for (1) personal injuries, (2) death, (3) economic loss, (4) property damages, whether tangible or intangible, (5) contract violations, (6) violation of statutes, ordinances, constitutions, rules or regulations, or other laws, (7) or any other kind of loss sustained by any person, or property arising from Contractor's performance or failure to perform under this Agreement.

2. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

**Section 22. Interpretation and Enforcement.** This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

**Section 23. Relationship of the Parties.** The services to be rendered under this Agreement are those of an independent contractor. The Contractor will not at any time directly or indirectly act as an agent, servant or employee of the Borough or make any commitments or incur any liabilities on behalf of the Borough without the Borough's express consent.

**Section 24. Contractor's Insurance.**

The services to be rendered under this contract are those of an independent Contractor. Contractor and all subcontractors, if any, shall be responsible for the purchase and maintenance of all insurance required by law and at a minimum purchase the insurance coverage as specified in subsections 1 and 2 below.

This insurance coverage required by Section 24, subsections 1 and 2, shall be in acceptable form, and for the amounts specified by the Kenai Peninsula Borough and School District, or as required by law, whichever is greater. This insurance coverage shall remain in effect for the life of the contract and shall be a part of the contract price.

1. Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the Kenai Peninsula Borough and/or the Kenai Peninsula Borough School District.
2. Worker's Compensation and Employers Liability Insurance shall be provided for all employees per Alaska State Statutes, who are performing work under this contract.

3. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their insurance companies and/or their agents, naming the Kenai Peninsula Borough, and Kenai Peninsula Borough School District where the contract involves the school district, as additional insureds for the work specified in this contract. The certificates of Insurance must reference the specific contract by name. Certificates of Insurance, acceptable in form and content, will be delivered to Owner at the address for notice stated in the Agreement, at or prior to presentation of the contract for execution by Owner.
4. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this contract, without thirty (30) days prior written notice to the Owner. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated in the Agreement.
5. Upon renewal or change in policies during the contract, certificates of insurance shall be delivered to the address designated in the Agreement.
6. This provision is inserted to establish the right of Owner, in remote and isolated instances, to purchase insurance that will benefit Owner and in certain instances inure to the benefit of Contractor. This provision does **not** modify or lessen contractor's or subcontractors' obligation to provide and maintain the insurance required by other provisions in this contract.

Owner, at Owner's option, may purchase and maintain such insurance as will protect Owner against property losses or liability claims, which may arise from operations under the contract. Insurance providing coverage against fire and extended coverage perils may, at Owner option, provide coverage to the full insurable value of the project and insure the interests of Contractor and all subcontractors as their interests may appear. Any recovery for loss insured pursuant to this Article is to be adjusted to Owner and made payable to Owner as trustee for the insured, as their interests may appear.

**Section 25. Severability.** In the event a provision of the contract documents is found to be unenforceable or void for any reason, it shall be considered as severed from the contract, and the remaining portions of the contract documents shall stand as if that provision had never been included in the contract. In the event the unenforceable or void provision is legally essential to the continuing existence of the contract, the parties shall attempt to substitute a reasonable replacement provision.

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

**Section 26. Understanding.** The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

**Section 27. Notices.** Any notice required pertaining to the subject matter of this Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following addresses:

Kenai Peninsula Borough:      Attn: Spruce Bark Beetle Program  
36130 Kenai Spur Hwy.  
Soldotna, AK 99669

Contractor:                              Tazlina Hotshots  
PO Box 129  
Glennallen, AK 99588

**Section 28. Contactor's Violations of Tax Obligations.**

- A. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Contractor is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within ten (10) calendar days of notification by regular mail.
- B. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an agreement between the Borough and the same.

**Section 29. Fund Verification.** Fund source and verification of funds for this project:

Funding Source:      262.21320.01BT6.43011

KENAI PENINSULA BOROUGH

CONTRACTOR

By: *Ede L Bagley*  
Its: Mayor  
Dated: 5/15/02

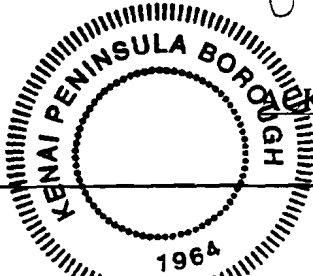
By: *Raymond A. ...*  
Its: Township  
Dated: 5-6-02

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY BY:

*Jerry Biss, Deputy*  
Borough Clerk

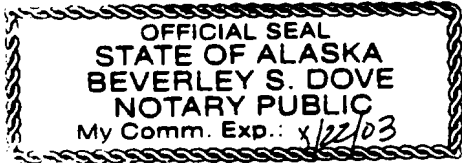
*Raymond A. ...* 5/15/02  
Borough Attorney



KNOWLEDGMENTS

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2002, by Dale Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for the corporation on behalf of the corporation.



Beverley S. Dove  
Notary Public for State of Alaska  
My Commission Expires August 22, 2003

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2002 by Raymond J. Shin, the Owner of Tazlina Hotshots for and on behalf of Tazlina Hotshots

Suzanne Hammond  
Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

**Suzanne Hammond, Notary Public  
State of Alaska  
My Commission Expires 4/4/2004**



ATTACHMENT A: REVISED 04/25/02

TAZLINA HOTSHOTS  
 PO Box 129  
 Glennallen, AK 99588

This Attachment identifies the cost analysis for personnel, equipment and administrative/insurance. It also provides a description of equipment and the Project Manager personnel job description.

EQUIPMENT, ADMINISTRATIVE/INSURANCE, PERSONNEL COSTS

Tazlina provides all fuel/oil and maintenance on all equipment

	<u>Daily</u>	<u>Weekly</u>	<b>6 Week total</b>
Chain saws			
Minimum 10 saws	460.00	<u>2,300.00</u>	<u><b>\$13,800.00</b></u>
 Transportation equipment			
15-Passenger Van	150.00	750.00	
Six-Pack One-Ton P/U	150.00	750.00	
One-Ton Crewcab Saw Truck	150.00	750.00	
Six-Pack One-Ton P/U	<u>150.00</u>	<u>750.00</u>	
	600.00	3,000.00	<b>\$18,000.00</b>

The Kenai Peninsula Borough (KPB) will pay the daily equipment and administrative/insurance costs based on a five (5) day workweek. The KPB will not pay for more than five (5) days equipment and administrative/insurance costs for any week.

ADMINISTRATIVE/INSURANCE

Payroll Taxes	299.4	1,497	<b>\$8,982.00</b>
Workers Compensation	455.23	2,276.15	<b>\$13,657.00</b>

PERSONNEL

Personnel – Project Manager	275.00	1,375.00	<b>\$8,250.00</b>
Twenty member Type 1 fire crew	2,572	12,860.00	<b>\$77,160.00</b>

(10 class #2 members @14.75/hr., 5 class #3 members @16.01/hr., 2 class #4 members @17.75/hr., 2 class #5a members @18.75/hr., and 1 class #5b member @21.00/hr.)

**TOTAL COSTS** **PER WEEK: \$23,309.00** **6 WEEK TOTAL: \$139,849.00**

The Project Manager will be paid the daily rate for all days that the Tazlina Hotshots Wildland Firefighter Crew works on KPB projects. The Spruce Bark Beetle Program Manager supervises the Tazlina Hotshots Wildland Firefighter Crew and identifies where and when the Tazlina Hotshots Wildland Firefighter Crew will work.




The Project Manager is the director/manager of the Tazlina Hotshots Wildland Firefighter Crew. He is on the job during the full time the crew is working. He identifies work to be completed, problem areas, crew safety and completes all administrative work related to the Tazlina Hotshots work. The Project Manager is the liaison between the Tazlina Hotshots and the various agencies.



**KENAI PENINSULA BOROUGH  
Solid Waste Department  
47140 East Poppy Lane  
Soldotna, Alaska 99669**

**(907) 262-9667  
(907) 262-6090 Fax**

**MEMORANDUM**

**TO:** Dale Bagley, Borough Mayor  
**THRU:**  Catherine Mayer, Solid Waste Director  
 Jeff Sinz, Finance Director  
**FROM:**  Lanie Hughes, Environmental Coordinator  
**DATE:** May 15, 2002  
**SUBJECT:** Purchase of Fluorescent Bulb Crusher  
Request for Sole Source Award



*Routed from Mayor's Office to:*  
Clerk  *original*  
Assembly   
Legal   
Finance  *Wallace*  
Assesing   
Planning   
Other  *Lanie Hughes*  
Date: *5/21/02*

Background

The Kenai Peninsula Borough Solid Waste Department began managing fluorescent light bulbs through the Hazardous Waste Collection Program (HWCP) approximately five years ago when federal regulations established a rule characterizing the spent, unbroken bulbs as a hazardous waste due to concentrations of mercury in the vapor phase, and lead and cadmium in other bulb components.

Bulb disposal through the HWCP has increased significantly over time making it costly to manage through the periodic events. The current protocol is to accept unbroken, spent bulbs only on the designated collection event days. The bulbs are packaged into a drum that holds approximately 190, and is then shipped outside for disposal. Our current program does not enable the Borough to collect the bulbs on an ongoing basis between collection events, so we require the public to keep bulbs at home in the interim period. Consequently, we often find broken bulbs commingled in the general waste stream that then gets buried in the landfill.

The SWD has researched options to more cost effectively manage the bulbs and enable the public to dispose of their bulbs more regularly in a manner similar to the current used oil, vehicle and household batteries collection stations.

The resulting management plan proposed by the SWD includes acceptance of bulbs from the public *daily* at HWCP locations (landfills). Bulbs will be stored in fiberboard drums and crushed on-site on a frequent basis. The resulting crushed glass will require analytical testing on a periodic basis to appropriately verify the waste is non-hazardous and can be buried in the landfill. One drum of crushed glass contains approximately 800 4-ft.-long bulbs versus the 190 unbroken bulbs previously shipped outside for disposal, and the subsequent cost savings are significant.

Commercial disposers eligible to participate in the HWCP will still be required to manage their bulbs through this program due to the larger quantities requiring management and associated paperwork required for hazardous waste disposal by a business.

Sole Source Request

The Borough located only two vendors in the United States that manufacturer lamp crushers, only one of which manufacturers units appropriate to our needs. KPB Maintenance Department has purchased a smaller version of the unit proposed for purchase and is satisfied with its performance.

Consequently, the SWD hereby requests sole source award to Dextrite, Inc. for the purchase of one fluorescent bulb crusher, work platform, and miscellaneous accessories required for start-up operation for a total cost of \$11,366.70.

Purchase of this crusher unit will allow the KPB SWD to better meet the needs of the public and discourage indiscriminate bulb disposal in the general waste stream and burial in the landfill.

The Solid Waste Department hereby requests approval to purchase the bulb crusher and related items from Dextrite, Inc., for the amount of \$11,366.70. Funds are available in solid waste department account 290.32570.48311.

Please call me at 262-9667 if you have questions regarding this request.

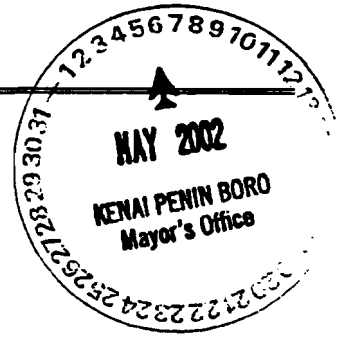
Approved: Dale J Bayley

Date: 5/20/02

Disapproved: \_\_\_\_\_

# Nikiski Fire Department

P.O. Box 8508 ~ Nikiski, Alaska 99635  
Phone 283-4388 776-5150  
Daniel L. Gregory - Fire Chief



## MEMORANDUM

COR #2002-039

TO: Mayor Dale Bagley  
Tulu: Jeff Smz, Finance Director *JS.*  
FROM: Acting Fire Chief Warren Isham, Nikiski Fire Department *WI*

*Per Warren Isham, quotes  
were received. Scott Bourn  
was low. Recommended  
approval.*

SUBJECT: Sole Source for Paramedic Refresher Class - NFD

DATE: May 6, 2002

Mayor Bagley, I am writing to request permission for sole source for our paramedic refresher class May 19-24, 2002. We would like to bring up Scott Bourn, Director of Emergency Health Services, Parker, Colorado for our required paramedic refresher course. Scott provided an excellent, informative refresher course for our department employees in 2001 and we would again like to use him to instruct this class. Scott is a quality instructor who is hard to get and he has expressed a willingness to come to the department for this course. The fee for Scott's services would be \$5,000 and would be taken out of 206.51110.43261 - Medical Training.

If you have any questions, please call me at 283-4202.



Approved



Disapproved


*Dale L Bagley*      *5/9/02*  
\_\_\_\_\_  
Mayor Dale Bagley      Date

Routed from Mayor's Office to:

Clerk  *Original*  
Assembly   
Legal   
Finance  *Wallace*  
Assessing   
Planning   
Other  *Warren Isham*  
Date: *5/10/02*

MAYOR'S REPORT

MAYOR'S REPORT

Contractor's Printed Name: <u>Segesser Surveys, Inc.</u> Contractor's Federal Tax Identification Number: <u>92-0164365</u>	 <p><b>PROPOSAL TO CONTRACT FOR SERVICES KENAI PENINSULA BOROUGH</b></p> <p>THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL</p>	PURCHASING DEPARTMENT 144 North Binkley Street Soldotna, AK 99669 907-262-4441
---	--	---

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

Surveyor is to complete the Scope of Work for the Ninilchik #1 and Ninilchik #2 Right-of-Way project as described in the Request for Bids Ninilchik #1 and Ninilchik #2 Right-of-Way project. Attached to this contract for reference is the Request for Bids Ninilchik #1 and Ninilchik #2 Right-of-Way project, surveyors bid for the Ninilchik #1 and Ninilchik #2 Right-of-Way project. Attachment A (Ninilchik #1 and Ninilchik #2 Right-of-Way project maps), Attachment B (Ninilchik #1 and Ninilchik #2 Right-of-Way project spreadsheets), and a copy of the signed Surveyors IDIQ Contract. Surveyor will complete the work identified in the Request for Bids Ninilchik #1 and Ninilchik #2 Right-of-Way project by 5 pm Friday, May 17, 2002 for the Not to Exceed bid sum of \$800.00 (Eight Hundred Dollars).

Routed from Mayor's Office to:

- Clerk  *original*
- Assembly
- Legal
- Finance  *Chapman (yellow)*
- Assessing
- Planning
- Other

Date: 5/20/02

**FINANCE DEPARTMENT  
FUNDS VERIFIED**

\$ 800.00

ACT # 262-21320-00BT1.43011

BY: C. Chapman DATE: 5/17/02

Contractor's compensation will be Eight hundred dollars - - - - - Not to exceed \$ 800.00

Insurance, if required: Auto \$ \_\_\_\_\_ CGL \$ \_\_\_\_\_ E & O \$ 100,000.00

Time schedule for performance will be by 5 pm Friday, May 17, 2002

The following attachments are incorporated herein by reference: RFB Ninilchik #1 and Ninilchik #2 ROW Project, surveyor's bid for Ninilchik #1 and Ninilchik #2 ROW project, Attachment A (Ninilchik #1 & #2 project maps), Attachment B (Ninilchik #1 & #2 ROW project spreadsheets), & signed Surveyor's IDIQ contract.

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM  CONTRACTOR SIGNATURE <u>X <i>John F. Segesser</i></u> DATE <u>5-13-02</u>	CONTRACTOR ADDRESS & PHONE NUMBER: Segesser Surveys, Inc. 30485 Rosland St. Soldotna, AK 99669 907-262-3909 cell 252-3421
	ACCEPTANCE BY KENAI PENINSULA BOROUGH: <u><i>[Signature]</i></u>  PURCHASE ORDER NO. _____ <u><i>Dale L. Bailey</i></u> <u>5/20/02</u> MAYOR OR DESIGNATED OFFICIAL DATE
RECOMMENDED BY: <u><i>[Signature]</i></u> <u>5-14-02</u> DEPARTMENT DIRECTOR OR DESIGNEE DATE	APPROVED AS TO FORM:  BOROUGH ATTORNEY DATE (If hiring attorney or if unusual circumstances)

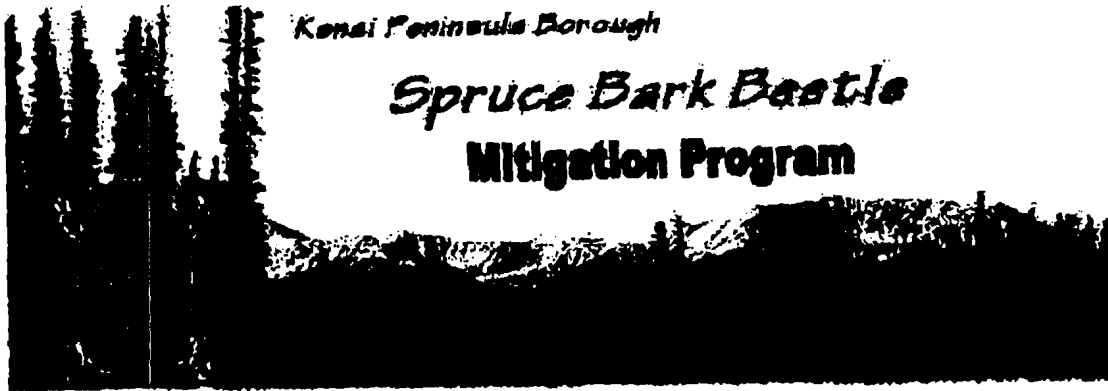
**KENAI PENINSULA BOROUGH**  
**\*\*\*DEPARTMENT/SBBMP\*\*\***

**BID TABULATION FOR:** Survey - Ninilchik 1 & 2

CONTRACTOR	HOURLY RATE PREVIOUSLY BID	HOURS BID	BID SIGNED	TOTAL BID
Mullikin Surveys	\$59.99	33	yes	\$1,979.67
Segesser Surveys	\$100.00	8	yes	\$800.00
Tinker Creek Surveys	\$32.00	52	yes	\$1,664.00

DATE AND TIME: 5/13/02 8:45 am

OFFICIAL: rdm



**SURVEYORS IDIQ CONTRACT: REQUEST FOR BID  
NINILCHIK #1 AND NINILCHIK #2 RIGHT-OF-WAY PROJECT**

The Spruce Bark Beetle (SBB) Mitigation Program is requesting Bids for surveying from surveyors awarded an Indefinite Delivery Indefinite Quantity (IDIQ) Contract by the Kenai Peninsula Borough. The scope of work involves flagging for the Ninilchik #1 and Ninilchik #2 Right-of-Way Project according to the specifications of the Surveyors IDIQ contract and the specifications of the Request For Bids, Surveyors IDIQ Contract.

Bid for number of hours to survey the Ninilchik #1 and Ninilchik #2 Right-of-Way project will be received at the SBB Mitigation Office no later than 4:00 pm local time on Friday, May 10, 2002. Bidders may return this Bid to the SBB Office in person, by mail, or by fax. Bidder must complete and sign the number of hours bid section of this document.

The Scope of Work for the Ninilchik #1 and Ninilchik #2 Right-of-Way project is detailed in Attachment A, Ninilchik #1 and Ninilchik #2 Right-of-Way Project Maps, and Attachment B, Ninilchik #1 and Ninilchik #2 Right-of-Way project spreadsheets.

\*\*\*\*\*

Bid for surveying the Ninilchik #1 and Ninilchik #2 Right-of-Way project: 8 hours

*John F. Segesser*  
Signature of Bidder

5-09-02  
Date

\*\*\*\*\*

Please contact the SBB Office at 907 260-6202 if you have any questions concerning this request for bid. Completed number of hours bid may be delivered to the SBB Office at 36130 Kenai Spur Highway, Soldotna, Alaska 99669. Bids may be faxed to the SBB Office at 907 260-6204.

Kenai Peninsula Borough: Spruce Bark Beetle Mitigation Program, 36130 Kenai Spur Hwy, Soldotna, AK: 99669: 907 260-6202

Contractor's Printed Name:  
Segesser Surveys Inc.  
Contractor's Federal Tax Identification Number:  
92-0164365



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

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

MAYOR'S REPORT

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

Surveyor is to complete the Scope of Work for the Ninilchik #3 Right-of-Way project as described in the Request for Bids Ninilchik #3 Right-of-Way project. Attached to this contract for reference is the Request for Bids Ninilchik #3 Right-of-Way project, surveyors bid for the Ninilchik #3 Right-of-Way project, Attachment A (Ninilchik #3 Right-of-Way project maps), Attachment B (Ninilchik #3 Right-of-Way project spreadsheets), and a copy of the signed Surveyors IDIQ Contract. Surveyor will complete the work identified in the Request for Bids Ninilchik #3 Right-of-Way project by May 24, 2002, for the Not to Exceed bid sum of \$1,600.00 (One Thousand Six Hundred Dollars).

Account Distribution: 262.21320.00BT1.43011

Routed from Mayor's Office to:

Clerk  original  
Assembly   
Legal   
Finance  Chapman (yellow)  
Assessing   
Planning   
Other  Duane Wise  
Date: 5/22/02

FINANCE DEPARTMENT  
FUNDS VERIFIED  
\$1,600.00  
ACT # 262.21320.00BT1.43011  
BY: C Chapman DATE: 5/21/02

17

Contractor's compensation will be

One Thousand Six Hundred Dollars

Not to exceed \$1,600.00

Insurance, if required: Auto \$ \_\_\_\_\_ CGL \$ \_\_\_\_\_ E & O \$ 100,000.00

Time schedule for performance will be see above

The following attachments are incorporated herein by reference: see above

MAYOR'S REPORT

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

CONTRACTOR SIGNATURE

X John I Segesser

DATE 5-21-02

RECOMMENDED BY:

Duane Wise 5/22/02  
DEPARTMENT DIRECTOR OR DESIGNEE DATE

APPROVED AS TO FORM:

BOROUGH ATTORNEY DATE  
(If hiring attorney or if unusual circumstances)

CONTRACTOR ADDRESS & PHONE NUMBER:

Segesser Surveys, Inc.  
30485 Rosland St.  
Soldotna, AK 99669  
907-262-3909

ACCEPTANCE BY KENAI PENINSULA BOROUGH: Feb.

PURCHASE ORDER NO. \_\_\_\_\_

Dale & Bayley 5/22/02  
MAYOR OR DESIGNATED OFFICIAL DATE





Contractor's Printed Name:  
Segesser Surveys, Inc.  
Contractor's Federal Tax Identification Number:  
92-0164365



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

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

MAYOR'S REPORT

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

Surveyor is to complete the Scope of Work for the Marsha Right-of-Way project as described in the Request for Bids Marsha Right-of-Way project. Attached to this contract for reference is the Request for Bids Marsha Right-of-Way project, surveyors bid for the Marsha Right-of-Way project, Attachment A (Marsha Right-of-Way project maps), Attachment B (Marsha Right-of-Way project spreadsheets), and a copy of the signed Surveyors IDIQ Contract. Surveyor will complete the work identified in the Request for Bids Marsha Right-of-Way project by May 22, 2002, for the Not to Exceed bid sum of \$800.00 (Eight Hundred Dollars).

Account Distribution: 262.21320.00BT1.43011

Routed from Mayor's Office to:

Clerk  Original  
Assembly   
Legal   
Finance  Craig (yellow)  
Assessing   
Planning   
Other  Otherwise  
Date: 5/22/02

FINANCE DEPARTMENT  
FUNDS VERIFIED  
\$ 800.00  
ACT # 262.21320.00BT1.43011  
BY: C. Chapman *sd.* DATE: 5/21/02

19

Contractor's compensation will be

Eight Hundred Dollars

Not to exceed \$ 800.00

Insurance, if required: Auto \$ \_\_\_\_\_ CGL \$ \_\_\_\_\_ E & O \$ 100,000.00

Time schedule for performance will be see above

The following attachments are incorporated herein by reference: see above

MAYOR'S REPORT

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

CONTRACTOR SIGNATURE X John F. Segesser

DATE 5-21-02

CONTRACTOR ADDRESS & PHONE NUMBER:  
Segesser Surveys, Inc.  
30485 Rosland St.  
Soldotna, AK 99669  
907-262-3909

RECOMMENDED BY:  
W. Anne White 5/21/02  
DEPARTMENT DIRECTOR OR DESIGNEE DATE

APPROVED AS TO FORM:  
BOROUGH ATTORNEY DATE  
(If hiring attorney or if unusual circumstances)

ACCEPTANCE BY KENAI PENINSULA BOROUGH: *sd.*  
PURCHASE ORDER NO. \_\_\_\_\_  
Dale J. Badger 5/22/02  
MAYOR OR DESIGNATED OFFICIAL DATE



Contractor's Printed Name:  
WILSON & LEWIS, INC.  
Contractor's Federal Tax Identification Number:



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

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

MAYOR'S REPORT

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

SEE ATTACHED PROPOSAL FROM CONTRACTOR.

Routed from Mayor's Office to:

Clerk  Original  
Assembly   
Legal   
Finance  Chapman (yellow)  
Assessing   
Planning   
Other   
Date: 5/20/02

FINANCE DEPARTMENT  
FUNDS VERIFIED  
# 3,486.00  
ACT # 100.11310.00000.43780  
BY: C Chapman DATE: 5/17/02

21

Contractor's compensation will be

THREE THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS Not to exceed \$ 3,486.00

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

Time schedule for performance will be MAY 17-20, 2002

The following attachments are incorporated herein by reference: CONTRACTOR'S PROPOSAL, CERT. OF INSURANCE

MAYOR'S REPORT

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

CONTRACTOR SIGNATURE X John R. Wilson DATE 5/16/02

RECOMMENDED BY: [Signature] DATE 5/16/02  
DEPARTMENT DIRECTOR OR DESIGNEE DATE

APPROVED AS TO FORM:  
BOROUGH ATTORNEY DATE  
(If hiring attorney or if unusual circumstances)

CONTRACTOR ADDRESS & PHONE NUMBER:

Wilson/Lewis Inc.  
P.O. Box 3699 907 262 3229  
Soldotna, AK. 99669

ACCEPTANCE BY KENAI PENINSULA BOROUGH: [Signature]

PURCHASE ORDER NO. PO12422  
[Signature] 5/20/02  
MAYOR OR DESIGNATED OFFICIAL DATE



Fax 262 6346

Phone (907) 262-3129

P.O. Box 3699  
Soldotna, Alaska 99669

Cell 398-4918

PROPOSAL

Kenai Peninsula Borough  
47140 Poppy Lane  
Soldotna, Alaska  
99669  
Phone: 262-4011  
Fax: 262-9702

5-14-2002

Attn: Larry Eastham

Ref. Borough Building Legal Dept. Noise Reduction Blanket

Proposal Includes Materials and Labor necessary to complete the following:

1. Supply and Installation of Sound Absorbtion Blanket above two 16' walls that separate two Legal Offices and copy room. This is to be a Double Blanket installation at these two walls.
2. Supply and Installation of Sound Absorbtion Blanket above the 32' wall that separates the two Legal Offices and Secretarial Area. This is to be a Single Blanket installation at this wall.
3. Installation of friction fit R-19 sound absorbtion insulation above the ceiling tiles to extend four feet on both sides of wall line.

Total proposed amount ..... \$ 3,486.00

( Three Thousand Four Hundred and Eighty Six Dollars )

Thanks,  
*John Wilson*  
John Wilson

Email: [pmalone@borough.kenai.ak.us](mailto:pmalone@borough.kenai.ak.us)  
Phone: 907-262-4011  
Fax: 907-262-5882

**Kenai Peninsula Borough  
Maintenance Department**

# Memorandum

To: Dale Bagley, Mayor  
From: Pat Malone, Projects Manager *Pat Malone*  
Through: Dave Tressler, Maintenance Director *Dave Tressler*  
Date: 5/16/2002  
Re: Request for Waiver of Formal Bidding Procedures, Homer Flex School Basement Remodel



Please consider this memorandum a request to waive the formal bidding procedures for this project under KPB Code 5.28.300.

This project was funded in Ordinance 2001-19-30, "Supplemental Funding for Additional Projects," enacted on 2/19/02.

In keeping with the Assembly's wish to see completion of this and other projects during this summer construction season, in concert with the staff of the Homer Flex School, a sincere effort has been made to expedite the planning and design phase of the job. As of this writing, the architect is finishing the plans for final review and submission to the State Fire Marshal.

The renovations needed to turn unutilized space in the Homer Flex School basement into much needed instructional area, including required design and architectural services, review & permit fees, etc., is limited to a budget of \$30,000.

In order to conserve both time and money, and ensure that as much funding as possible actually goes into constructing the needed improvements, we propose to individually solicit bids from 3-5 general contractors in the Homer area whom we know meet the Borough's requirements, and are capable of performing the work in both a professional and timely manner. A Short Form contract will be used to expedite the agreement review.

We are still confident that the project can be completed in time for the start of school. All expenditures for this project will be will be charged to account number 400.72532.BASER.49999.

Thank you for your consideration.

*Dale Bagley*  
\_\_\_\_\_  
Approved: Dale Bagley, Mayor  
CC: J. Sinz, Finance Director

Revised from Mayor's Office: *orig*  
Clerk   
Assembly   
Legal   
Finance  *Jeff Sinz*  
Assessing   
Planning   
Other  *Pat Malone*  
Date: *5/21/02*



File Code: 1580

Date: 15 MAY 2002



The Honorable Dale Bagley  
Mayor of Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna, AK 99669

Dear Mayor <sup>Dale</sup> Bagley:

The 107<sup>th</sup> Congress passed legislation under Public Law 107-63, Title II, which provides funding in the amount of \$1,000,000 to the Kenai Peninsula Borough.

According to the legislation, these funds are intended to continue hazardous fuels work in the Kenai Borough. Senate language says in part, "The Committee continues its support for efforts to reduce the fire danger caused by the spruce bark beetle infestation in Southcentral Alaska. Funding is provided for fire mitigation and hazardous tree removal, to be made available as a direct lump sum payment to the Kenai Peninsula Borough."

This is to notify you that the payment is being processed through our financial system and you should expect the funds within a week.

We are pleased to be able to pass this payment on to you and look forward to a continued relationship in the efforts to reduce the fire danger on the Kenai. If you have any questions, please feel free to contact our office.

Sincerely,

PAUL W. FORWARD  
Deputy Regional Forester for  
State and Private Forestry

cc:

Craig Chapman, KP  
Bob Bright, KP





**KENAI PENINSULA BOROUGH - FINANCE DEPARTMENT**

---

**To:** Timothy Navarre, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**Thru:** Dale Bagley, Borough Mayor *DLB*

**From:** Jeff Sinz, Finance Director *J.S.*

**Date:** May 15, 2002

**Subject:** Budget Revisions – April 2002

The attached report reflects budget revisions made during April 2002. The list will only contain budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay) and transfers of budget between completed capital projects and those previously authorized by the borough assembly. In addition to those appearing on the attached, other minor transfers were processed between sub-object within major expenditure categories.



KENAI PENINSULA BOROUGH  
BUDGET REVISIONS  
FOR THE PERIOD APRIL 1, 2002 THROUGH APRIL 30, 2002

	DECREASE	INCREASE
<b><u>Kachmach Emergency Service Area:</u></b> Transfer additional funds to cover increase in cost of emergency response vehicle.		
212.51810.40120 (Temporary Wages)	\$ 1,000.00	
212.51810.43812 (Equipment Replacement)	\$ 7,000.00	
212.51810.49999 (Contingency)	\$ 3,839.44	
212.51810.47446 (Transfer to KES Capital Projects Fund)		\$ 19,994.00
212.51810.43011 (Contract Services)	\$ 8,154.56	
<b><u>Human Resources:</u></b> Purchase janitorial equipment since we are now doing Homer area in-house		
241.11235.40110 (Regular Wages)	\$ 2,800.00	
241.11235.48311 (Heavy Equipment)		\$ 2,100.00
241.11235.42410 (Small Tools & Minor Equipment)		\$ 700.00
<b><u>Risk Management:</u></b> Item was originally budgeted in 42410, should have budgeted under 48120		
700.11234.42410 (Small Tools & Minor Equipment)	\$ 1,424.00	
700.11234.48120 (Office Machines)		\$ 1,424.00
<b><u>Human Resources:</u></b> Correct deficit created by hiring temp to cover 1 month last summer & vacations.		
100.11235.43011 (Contract Services)	\$ 2,410.00	
100.11235.40120 (Temporary Wages)		\$ 2,410.00
<b><u>Solid Waste:</u></b> Replace transcribing machine (Sharing cost with Road Maintenance) and computer for Solid Waste Department		
290.32010.48120 (Office Machines)		\$ 3,700.00
290.32570.43011 (Contract Services)	\$ 1,400.00	
290.32010.42412 (Minor Office Machines)	\$ 500.00	
290.32010.43720 (Maintenance Office Equipment)	\$ 1,000.00	
290.32010.43011 (Contract Services)	\$ 800.00	
<b><u>Central Emergency Service:</u></b> Transfer funds from completed boat acquisition capital project, to ambulance project to pay for setcom hearing protection on new ambulance.		
443-51611.02461.48514 (Fire Fighting Equipment)	\$ 3,000.00	
443.51611.02463.48310 (Vehicles)		\$ 3,000.00
<b><u>Mayor:</u></b> Add money to minor office machines for scanner, printer and document feeder.		
100.11210.48120 (office machines)	\$ 330.20	
100.11210.42412 (minor office machines)		\$ 330.20



**KENAI PENINSULA BOROUGH - FINANCE DEPARTMENT**

---

**To:** Timothy Navarre, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**Thru:** Dale Bagley, Borough Mayor *DLB*

**From:** Jeff Sinz, Finance Director *JS.*

**Date:** May 15, 2002

**Subject:** Revenue -Expenditure Report – April 2002

Attached is the Revenue-Expenditure Report of the General Fund for the month of April 2002. Please note that although only 83.33% of the year elapsed, 89.73% of the budgeted expenditures have been made. This is the result of the timing of the transfers to other funds. All budgeted transfers are recorded at the beginning of the fiscal year. Without the non-departmental division (where all in the transfers are budgeted) the percent of budget used for the general fund is 70.00%.

KENAI PENINSULA BOROUGH  
REVENUE REPORT  
FOR THE PERIOD APRIL 1, 2002 THROUGH APRIL 30, 2002

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YTD RECEIPTS	PTD RECEIPTS	VARIANCE	% COLLECTED
31001	TOTAL BOAT FLAT TAX	\$ 401,518	\$ 390,655	\$ 0	\$ (10,863)	97.29%
31101	TOTAL REAL TAX	20,039,116	19,899,533	89,553	(139,583)	99.30%
31210	MOTOR VEHICLE TAX	1,023,888	596,636	59,360	(427,252)	58.27%
31201	TOTAL PERS TAX	1,402,685	1,453,492	9,724	50,807	103.62%
31301	TOTAL OIL TAX	4,156,625	4,210,168	0	53,543	101.29%
31510	PENALTY	346,969	257,110	15,239	(89,859)	
31520	INTEREST ON TAXES	165,000	73,602	7,295	(91,398)	
31590	TAX CREDIT WRITEOFF	0	161	0	161	
31610	SALES TAX	13,641,376	9,442,305	1,315,563	(4,199,071)	
31611	SALES TAX DELINQUENT	0	26,168	4,342	26,168	
31620	INTEREST ON SALES TAX	0	11,247	1,870	11,247	
31621	PENALTY ON SALES TAX	0	45,261	6,266	45,261	
31622	FEES SALES TAX	0	93,889	8,358	93,889	
31690	SALES TAX CREDIT WRITEOFF	0	4,337	398	4,337	
31710	PERS PROP JUDGEMENT	0	26,266	1,140	26,266	
31720	SALES TAX JUDGEMENT	0	71,848	3,740	71,848	
31730	POST JUDGEMENT COSTS	0	11,837	717	11,837	
31740	LEGAL FEES JUDGMENT	0	1,245	0	1,245	
33100	MISC. FEDERAL GRANTS	0	981	0	981	
33110	IN LIEU PROPERTY TAX	1,020,000	1,503,643	0	483,643	
33117	CIVIL DEFENSE REIMBURSEMENTS	38,500	19,250	0	(19,250)	
33220	NATIONAL FOREST RECEIPTS	44,000	29,160	0	(14,840)	
34110	SCHOOL DEBT REIMBURSEMENT	1,928,484	1,909,200	0	(19,285)	
34111	ADEC GRANT	85,000	85,000	85,000	0	
34210	REVENUE SHARING	225,000	217,543	0	(7,457)	
34215	SAFE COMMUNITIES - MUNICIPAL ASSISTANCE	675,000	726,869	0	51,869	
34221	ELECTRICITY AND TELEPHONE REVENUE	130,900	0	0	(130,900)	
34222	FISH TAX REVENUE SHARING	475,000	49,985	0	(425,015)	
36110	ATTORNEY FEES	20,000	459	0	(19,541)	
36120	FORECLOSURE COSTS	25,000	13,343	1,686	(11,657)	
36130	LEGAL FILING FEES	3,000	937	360	(2,063)	
36140	OTHER COSTS	70,000	16,692	4,683	(53,308)	
36150	ESCROW FEES	0	30	0	30	
36200	PLANNING SERVICE CHARGES	1,000	0	0	(1,000)	
36210	PLAT FILING FEES	21,000	21,899	3,865	899	
36215	MATERIAL SITE PERMIT	1,500	1,200	300	(300)	
36220	RECORDING FEES	45,000	22,301	816	(22,699)	
36240	PLAN HOLDER FEES	60,000	3,610	1,165	(56,390)	
36261	UTILITIES RIGHT OF WAY FEES	20,000	20,246	280	246	
36410	SALE OF PUBLIC DOCUMENTS	8,000	3,021	673	(4,979)	
36510	DATA PROCESSING SERVICE FEE	20,000	4,590	551	(15,410)	
36541	E911 SERVICE FEES	285,000	281,466	38,195	(3,534)	
36570	PRINT SHOP FEES	36,886	21,337	1,415	(15,549)	
37310	MISCELLANEOUS REVENUE	15,000	329,141	26,449	314,141	
37311	CAPITAL CREDITS REFUND	0	6,338	0	6,338	
37332	CHILD SUPPORT COLLECTION FEE	0	450	40	450	
37350	INTEREST ON INVESTMENTS	2,287,000	879,351	6,045	(1,407,649)	
37354	INTEREST - MISC. ACCTS RECEIVABLE	0	33,169	11,739	33,169	
38206	TFR NIKISKI FIRE S/A	49,358	49,358	0	0	
38211	TFR CES	34,235	34,235	0	0	
38260	TFR FROM DISASTER RELIEF FUND	14,709	14,709	0	0	
38400	TFR SCHOOL REVENUE FUND	309,775	0	0	(309,775)	
39301	SALE OF FIXED ASSETS	15,000	10,682	35	(4,318)	
TOTAL OTHER		22,116,692	16,375,472	1,548,225	(5,741,220)	74.04%
TOTAL REVENUES		\$ 49,140,524	\$ 42,925,956	\$ 1,706,862	\$ (6,214,568)	87.35%

MAYOR'S REPORT

MAYOR'S REPORT

KENAI PENINSULA BOROUGH  
EXPENDITURE REPORT  
FOR THE PERIOD APRIL 1, 2002 THROUGH APRIL 30, 2002

DESCRIPTION	REVISED BUDGET	YTD EXPENDED	PTD EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
ASSEMBLY ADMINISTRATION	\$ 341,123	\$ 253,692	\$ 24,293	\$ 20,573	\$ 66,858	74.37%
ASSEMBLY CLERK	353,128	285,993	29,202	15,037	52,099	80.99%
ASSEMBLY ELECTIONS	105,799	85,834	300	0	19,965	81.13%
CLERK RECORDS MANAGEMENT	313,965	96,181	8,448	95,971	121,813	30.63%
MAYOR ADMINISTRATION	287,841	215,462	19,180	1,641	70,739	74.85%
GENERAL SERVICES	2,368,278	1,811,354	191,825	67,608	489,317	76.48%
GEN. SVCS. PRINT/MAIL	243,427	174,447	4,535	28,244	40,736	71.66%
CUSTODIAL MAINTENANCE	67,773	54,413	5,615	2,050	11,310	80.29%
EMERGENCY MANAGEMENT	521,415	380,746	65,625	42,914	97,756	73.02%
911 COMMUNICATIONS	576,920	381,134	23,340	68,519	127,268	66.06%
LEGAL ADMINISTRATION	615,773	428,165	39,247	37,868	149,740	69.53%
FINANCE ADMINISTRATION	327,470	271,127	27,825	3,250	53,093	82.79%
FINANCE-PURCHASING	106,921	81,323	24,134	495	25,103	76.06%
ACCOUNTING	264,768	211,251	19,909	782	52,735	79.79%
CASH MGMT/DELINQ ACCOUNTS	750,151	401,757	55,087	125,036	223,358	53.56%
SALES TAX	271,543	206,188	20,839	7,361	57,995	75.93%
AUDIT	270,179	195,738	18,258	768	73,672	72.45%
ASSESSING ADMINISTRATION	532,978	430,613	46,422	3,456	98,909	80.79%
ASSESSING APPRAISAL	940,648	648,731	91,267	15,333	276,584	68.97%
RESOURCE PLANNING ADMIN.	1,219,699	685,184	146,144	50,910	483,605	56.18%
COASTAL ZONE MANAGEMENT	18,842	16,659	2,542	100	2,083	88.42%
MAJOR PROJECTS DIVISION	99,327	66,507	7,403	5,752	27,067	66.96%
ANCHOR POINT SENIOR CITIZENS	17,257	17,257	0	0	0	100.00%
COOPER LANDING SENIOR CITIZENS	10,785	6,166	1,776	0	4,619	57.17%
HOMER SENIOR CITIZENS	56,495	35,469	9,398	0	21,026	62.78%
FRIENDSHIP CENTER-HOMER	7,375	4,588	0	0	2,787	62.22%
KENAI SENIOR CITIZENS	81,661	81,661	0	0	0	100.00%
NINILCHIK SENIOR CITIZENS	15,305	11,144	0	0	4,161	72.82%
SEWARD SENIOR CITIZENS	40,882	27,313	0	0	13,569	66.81%
SELDOVIA SENIOR CITIZENS	7,498	7,498	0	0	0	100.00%
SOLDOTNA SENIOR CITIZENS	49,099	40,371	4,486	0	8,728	82.22%
STERLING SENIOR CITIZENS	21,728	21,148	0	0	580	97.33%
FORGET-ME-NOT CARE CENTER	17,678	11,041	0	0	6,637	62.45%
NON-DEPARTMENTAL	43,017,474	40,756,773	4,167	43,290	2,217,410	94.74%
<b>TOTAL EXPENDITURES</b>	<b>\$ 53,941,206</b>	<b>\$ 48,402,927</b>	<b>\$ 891,266</b>	<b>\$ 636,960</b>	<b>\$ 4,901,319</b>	<b>89.73%</b>



Introduced by: Mayor at request of  
Road Service Area Board  
Date: 05/07/02  
Hearing: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-13**

**AN ORDINANCE AMENDING KPB 14.06, ROAD CONSTRUCTION STANDARDS**

**WHEREAS**, the Kenai Peninsula Borough Road Service Area board, after its annual certification of roads for maintenance, underwent a review of the maintenance standards; and

**WHEREAS**, the categories of roads have not been reviewed since the standards were adopted in 1986; and

**WHEREAS**, roads that serve a great number of lots are deteriorating even though they meet standards at time of construction; and

**WHEREAS**, revisions to material requirements, engineering requirements, and number of lots served will prolong the life of borough roads, reduce maintenance and improvement costs, and better serve road service area residents; and

**WHEREAS**, the road service area board recommended the following changes to the construction standards at its March 18, 2002 meeting;

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

**SECTION 1.** That KPB 14.06.090 is hereby amended as follows:

**14.06.090. Road Construction Standards—Construction Categories.**

[A. ROADS SHALL BE CONSTRUCTED FOR SPECIFIC TRAFFIC VOLUMES AND LEVELS OF SERVICE APPROPRIATE FOR THE CATEGORY OF ROAD SET FORTH BELOW. THERE ARE FOUR CATEGORIES OF ROADS. INDIVIDUAL ROADS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD FOR THE CATEGORY OF ROAD BEING CONSTRUCTED.]

A. Internal subdivision roads. The standard to which a road subject to a maintenance application is constructed in order to be certified for maintenance shall be based on the categories set forth below. The category shall also be determined by lots indirectly served where the road subject to a maintenance application is a collector or subcollector and provides necessary access to lots not otherwise served by a borough- or state-maintained collector or subcollector.

1. *Category I:* A cul-de-sac road or other minor road, both of which serve less than [15] 10 lots.
2. *Category II:* A road [WHICH] that serves between [15] 10 and [40] 20 lots.
3. *Category III:* A road [WHICH] that serves between [41] 21 and [100] 50 lots.
4. *Category IV:* A road that serves greater than [100] 50 lots.

B. Existing collector roads. Existing collector roads shall be constructed to a Category III or IV based on current and projected traffic. The category applicable to an existing collector road should, to the extent practical, be consistent with widths set forth in Alaska Department of Transportation and Public Facilities Highway Preconstruction Manual.

C. The RSA Director or his designee will determine the category of road based on the standards set forth in this section. If the applicant for maintenance disagrees with the category the applicant may request a review by the RSA board. Any request for an exception to the appropriate category must be approved by the board pursuant to KPB 14.06.130.

**SECTION 2.** That KPB 14.06.100 is hereby amended as follows:

**14.06.100. Road construction standards—Road widths.**

<i>Category of Road</i>	<i>Minimum Width</i>	<i>Maximum Width (Feet)*</i>
I	20	28
II	22	28
III	[26] <u>24</u>	28
IV	[28] <u>26</u>	28

(\*Shoulder to shoulder)

**SECTION 3.** That KPB 14.06.120(A) is hereby amended as follows:

A. *Typical section.* Gravel roads shall be constructed in accordance with the Typical Section (see Drawing A-1 attached) and Table A. Additional requirements are:

1. Roads must be contiguous with the existing road system maintained by the borough and the state. All roads must be on a dedicated right-of-way and must be built along the right-of-way centerline. Minimum right-of-way width shall be 60 feet, enabling utilities to be installed outside the edge of roadside ditches. Minimum width for cul-de-sac serving no more than six lots which cannot be further subdivided is 50 feet.

2. All organic material shall be stripped and removed to a minimum depth of four feet below finished grade. If geotextile is utilized over organics, then the depth of subbase must be three feet minimum or greater as required for stable embankment.
3. Extraction of material between the ditch lines for any purpose other than excavation to subgrade is prohibited.
4. Geotextile shall be placed over all subgrade soils consisting of silts or clays with a frost classification of F-4 (U.S. Corps of Engineers.)
5. The roadway embankment shall be placed in lifts and compacted to not less than 90% of maximum density. Maximum density shall be determined by AASHTO T 180, Method D.
6. In place [OF] usable excavation material meeting the specifications of the required embankment material may be utilized in lieu of borrow.

**SECTION 4.** That KPB 14.06.120(B) is hereby amended as follows:

*B. Project specific design.*

1. A project specific design may be submitted if prepared and sealed by a licensed professional civil engineer. The design shall include typical sections(s), centerline plan and profile. The design shall provide for adequate drainage. The design shall be based on a soils investigation with test holes at least every 500 linear feet. A report shall be submitted with test hole logs and soil analyses. Project specific designs are subject to approval by the RSA Board prior to construction. The RSA Board may require a project-specific as-built, engineering analysis and design to address existing or proposed roads.

2. Category IV roads require a project specific design prepared and sealed by a licensed professional civil engineer. The design shall be approved by the RSA Director before construction begins. Once the project is complete, as-built plans, prepared and sealed by a licensed professional civil engineer, shall be submitted to the RSA. The as-built shall illustrate constructed horizontal alignment, finish grade profile, typical section of the roadbed, and material specifications. The as-built plans are required prior to acceptance by the RSA board of the road for temporary maintenance.

**SECTION 5.** That KPB 14.06.125 is hereby enacted as follows:

**14.06.125. Category IV roads—temporary maintenance and financial guarantee.**

A. For Category IV roads constructed under KPB 14.06.120(A) and (B), certification for permanent maintenance will be deferred for two years to ensure the stability of the road. If the road no longer meets Category IV standards within



two years after being placed on temporary maintenance, the road service area board shall not certify the road for permanent maintenance until the road meets Category IV standards. The road service area shall inspect the road before the two-year anniversary and provide the applicant written direction for required improvements if any are necessary. Staff shall make a written recommendation to the road service area board regarding certification for permanent maintenance. If the applicant disagrees with the required improvements, if any, the applicant may request a review by the road service area board.

B. Category IV roads require the submittal of a financial guarantee with the application for maintenance that meets the following requirements:

1. On a form provided by the road service area, the applicant shall submit a design for the bonded improvements and an estimate of the cost of required road construction. The subdivision improvement cost estimate shall be certified by a licensed professional civil engineer.
2. Upon acceptance of the cost estimate by the road service area board, the applicant shall submit to the road service area board a bond issued by a qualified corporate surety licensed to do business in Alaska guaranteeing payment to the borough of one hundred twenty percent of the certified subdivision improvement cost.
3. In the event the applicant fails to correct deficiencies noted by the RSA, the borough shall redeem the surety for construction of the required improvements.
4. Surety shall be returned by the road service area upon completion by the applicant and approval of required improvements.

C. The road service area board may by resolution adopt procedures to implement these provisions.

**SECTION 6.** That KPB 14.06.160(A) is hereby amended as follows:

**14.06.160. Road construction standards—Typical section materials.**

A. *Subbase.* Subbase shall contain no muck, frozen materials, roots, sod or other deleterious matter. It shall have a liquid limit not greater than 25 and plasticity index not greater than 6 as determined by AASHTO T89 and T90. Category IV roads require a 6" cap of Subbase Grading C. Specifications for Subbase Grading are as follows:

Requirements for Grading for Subbase  
Percent Passing by Weight

<i>Sieve Designation</i>	<i>Grading A</i>	<i>Grading B</i>	<i>Grading C</i>
4 inch	100	—	—
2 inch	85—100	100	—
<u>1 inch</u>	—	—	<u>100</u>
No. 4	30—70	30—70	<u>40—75</u>
<u>No. 16</u>	—	—	<u>20-43</u>
No. 200	[ <u>6—12</u> ] <u>10</u> Max.	[0—6] <u>6—10</u>	<u>4—10</u>

Subbase Grading C shall consist of crushed material, of which 50% by weight of the particles retained on the No. 4 sieve shall have at least one fractured face as determined by ATM T-4.

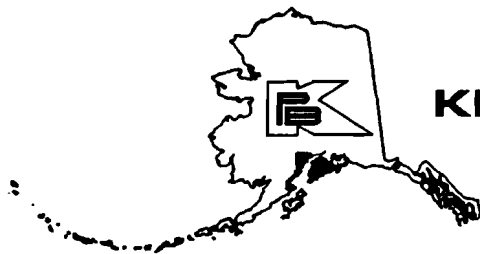
**SECTION 7.** That this ordinance shall become effective upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \*, 2002.**

\_\_\_\_\_  
Timothy Navarre, Assembly President

ATTEST:

\_\_\_\_\_  
Linda S. Murphy, Borough Clerk




## KENAI PENINSULA BOROUGH


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


DALE BAGLEY  
MAYOR

### MEMORANDUM

**TO:** Timothy Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Dale Bagley, Mayor 

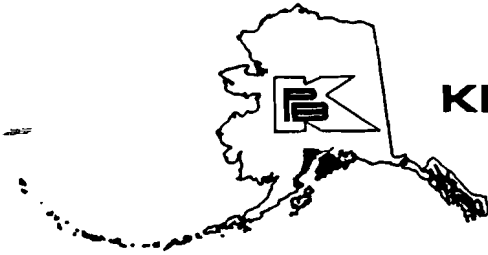
**THRU:** Colette Thompson, Borough Attorney 

**FROM:** Holly B. Montague, Assistant Borough Attorney 

**DATE:** May 23, 2002

**SUBJECT:** Ordinance 2002-13, amending road construction standards

Adoption of the proposed amendments to KPB 14.06 will require revisions to the typical section drawings that are incorporated as part of the road construction standards. Those drawings were in the process of being prepared at time of packet closure and will be made available at the June 4, 2002, assembly meeting.



## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

**TO:** Timothy Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Dale Bagley, Mayor *DB*

**THRU:** Colette Thompson, Borough Attorney *CT*

**FROM:** Holly B. Montague, Assistant Borough Attorney *HBM*

**CC:** Road Service Area Board

**DATE:** May 23, 2002

**SUBJECT:** Ordinance 2002-13  
Historical summary of Road Construction Standards amendments

At the May 7, 2002, assembly meeting in Seward, there were questions at lands committee regarding the revisions that had been made in the past to KPB 14.06 codifying the road construction standards. As discussed in the other memo dated April 25, 2002, Ordinance 2002-13 largely revises road category provisions. Following is a summary of the primary substantive revisions to the standards over the past sixteen years.

#### **Ordinance 86-79.**

KPB 14.06 is adopted by Ordinance 86-79 establishing road construction standards. Roads which have been certified for maintenance prior to this date are “grandfathered” regardless of whether the standards adopted in 1986 were met.

#### **Ordinance 97-18.**

In 1997, Article III of the road standards was amended to provide for maximum widths, shoulder to shoulder. Additionally, the minimum width for Category I was raised from 18 to 20 feet, Category II from 20 to 22 feet, Category III 24 to 26 feet.

Article IV of the standards regarding structures and bridges was amended to require road service area board approval prior to construction of the bridge design.

The typical section requirements were updated to require six-inch depths of subbase grading B for Category III and IV roads (formerly a four-inch depth had been required for Category IV and none for Category III).

Article V(A) of the standards was amended to require roads be constructed on dedicated right-of-way on the centerline and that minimum right-of-way width be 50 to 60 feet allowing for utilities to be installed in the outer edges of ditches. Extraction of material between the ditch lines for any purpose other than excavation to subgrade was prohibited.

Article V(B) was added to allow an alternate design to the typical section if prepared and sealed by a licensed professional engineer and approved by the road service area board prior to construction.

Article V(C) was added to allow for an alternate typical section which requires three road service area staff inspections and a roll test before final acceptance of the road for borough maintenance.

A new Article VI was added addressing vertical alignment, horizontal alignment, turnarounds, and intersections. These standards address items such as grade requirements, curve radius requirements, site distance, warning signs, and turnaround areas.

In Article VIII, requirements regarding the typical section materials were clarified.

In Article XI, the road service area board was authorized to establish a fee schedule to recover costs related to road standard implementation or inspection.

#### **Ordinance 98-08.**

KPB 14.06.020 was amended to require roads to meet the subdivision design standards in effect at the time of application for maintenance rather than the design standards in effect at the time of subdivision approval.

KPB 14.06.050 was amended to require a written recommendation to the road service area board prior to the board's certification of a road for maintenance. A further amendment clarified that the level of maintenance is subject to available funding.

Article I of the standards was amended to require roads be accepted for maintenance by September 1 of each year. A post-construction inspection fee and process was established for roads which were not subject to a maintenance application prior to construction.

A new Article IX was added addressing paving specifications.

A new Article X addressing signs was added.

#### **Ordinance 98-28.**

This ordinance adopted decertification procedures. The decertification procedures were later amended by Ordinance 2000-39 and 2001-33.

### **Ordinance 99-12.**

Ordinance 99-12 amended the time frame for annual certification in Article I to between June 1 and by October 15 of each year.

Additionally, Article VI(B) of the road construction standards was revised to create a clear zone free of hazardous objects.

### **Ordinance 2000-04.**

Article I clarified that inspection for maintenance certification may include test holes, engineering analysis of road geometry, drainage, general adequacy for anticipated traffic, and an as-built survey.

Article II was revised to eliminate the use of the word “residential” in defining the lots served.

Article IV regarding structures and bridges was revised to allow bridge plans to be approved by the board prior to acceptance for maintenance, rather than prior to construction.

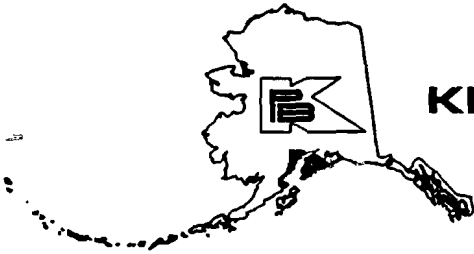
Article V was amended to incorporate the requirement that borough roads certified for maintenance be contiguous with the existing maintenance system which had formerly been the requirement of an assembly resolution. Additionally, the construction standards were amended to conform the cul-de-sac width to the borough platting code.

Article V(D) was adopted to allow exceptions to the standards upon road service area board approval if specific criteria are met.

Article VII of the standards regarding drainage and culvert material was amended to allow the board the option of requiring engineering analysis for locations susceptible to flooding.

### **Ordinance 2001-06.**

Ordinance 2001-06 incorporated the standards as part of the code rather than as an appendix to KPB 14.06.



## KENAI PENINSULA BOROUGH

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

### MEMORANDUM

DALE BAGLEY  
MAYOR

**TO:** Timothy Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Dale Bagley, Mayor *DB*

**FROM:** Holly B. Montague, Assistant Borough Attorney

**DATE:** April 25, 2002

**SUBJECT:** Ordinance 2002-~~13~~<sup>12</sup>, amending KPB 14.06, road construction standards

The road service area (RSA) board approved amendments to the road construction standards for certification for maintenance at its March 18 and April 19, 2002, meetings. Minutes from the road service area board meetings where the amendments were discussed are enclosed. Please find following a sectional analysis of amendments to KPB 14.06, road construction standards:

KPB 14.06.090. Road Construction Standards—Construction Categories. This section is revised to adjust the number of lots served in each of the four road categories. This is to address the concern that roads may be constructed to borough standards and be certified for maintenance, but deteriorate due to heavy traffic. The road categories have not been adjusted since road standards were initially adopted in 1986. In addition, the standard for determining the number of lots served, which impacts the amount of traffic and maintenance required for the road, is codified. At the time the standards were adopted in 1986, it was recognized that further regulations would be necessary to determine which construction standard should apply to a road based on projected traffic. The formula set forth in KPB 14.06.090(a), (B), and (C) will provide a consistent method for determining which standard is applicable to a particular road. If an applicant for road maintenance disagrees with the road director's determination of the appropriate category, the applicant may require review by the road service area board.

KPB 14.06.120(B). Project specific design. Category IV roads are indicative of collector road status and require a project specific design. The project specific design has been successfully in use since 1997 and allows a variation from meeting the KPB 14.06.120(A) typical section with approval of the RSA board.

KPB 14.06.160. Road construction standards—Typical section materials. Category IV roads, indicative of collector roads, which receive the highest amount of traffic, now require a six-inch cap of Subbase Grading C.

KPB 14.06.125. Category IV roads—temporary maintenance and financial guarantee. A bonding requirement is added to ensure that roads constructed to a Category IV status continue to meet maintenance standards. Category IV roads are certified for temporary maintenance for two years to ensure that they will not deteriorate due to heavy traffic. If they do deteriorate and the deficiencies are not corrected by the applicant, the bond is forfeited to the borough.

#### **H6. Resolution Relating to CIP Standards**

This resolution was requested for board consideration regarding the construction standards for CIP projects. This resolution requires the roads director to inform the board prior to contracting for construction whether or not the project will be constructed to the typical section, and if not, it requires the board be informed of the reasons. Sam McLane inquired whether a resolution was necessary or if it could be incorporated into the CIP policy. Holly Montague responded that the language could be incorporated, adding that a policy statement is considered a more formal document than a resolution. Ron Willie suggested that Sections 1 & 2 of the draft resolution be placed as the last line of #2 in the policy statement.

**Ron Wille entertained a motion to add the following statements to the last line of #2 of policy statement 99-01. 1) Prior to contracting for the construction of RSA CIP projects the Roads Director shall advise the board whether the project will be constructed under KPB 14.06.120 (A), typical section. And 2). If a CIP project cannot be constructed to a KPB 14.06.120 (A) standard the Roads Director shall advise the board in writing of the reasons prior to contracting for construction. Seconded by Sam McLane. Roll Call 6 Yeas.**

#### **H7. Road Sanding Alternatives**

Gary Davis gave a verbal report on the possibility of putting containers of sand around the Voznesenka Road area in an effort to help the teachers at the school during the winter months. Gary Davis stated that he had contacted Peninsula Sanitation and they have 2 damaged bins that we could use to fill with sand mixed with calcium chloride to prevent freezing, and place one at the top and one at the bottom of the Voz hill. We would look into having our contractors supply it and have someone, possibly teachers, volunteering to monitor it's supply. This could be a trial venture if the board concurred with this plan to see if it is utilized in the way it's intended. The RSA concurred.

#### **H9. Review Road Standards Ordinance**

Sam McLane stated that we have some subdivisions that are rapidly developing into 40-80 + residents and the roads are not holding up even though they meet our current construction standards. Sam McLane suggested that the following changes be made: Category I, serving less than 6 lots; Category II, serve between 6 & 15; Category III, serve between 16 & 30; Category IV, serves greater than 30 lots. Additionally, he wanted to add 6" to C-1 level. Sam McLane added that on Category IV roads, they should be engineered to stiffen up the typical section and inspection requirements. He will bring forward changes to the engineering and roll testing requirements addressed in our current standards at the next board meeting.

Buzz Kyllonen suggested that there are many variables that affect how a road holds up and he didn't like the idea of forcing a blanket solution when there are always exceptions. Buzz Kyllonen also didn't like the idea that the subdividers would have to pick up the tab for these extra costs.

Ron Wille inquired about whether possible revisions to the bridge provisions would also be addressed as the RSA board had talked earlier about the possibility of a "boiler plate"



bridge design. Sam McLane stated that the roads director could check with the state's bridge section on that and maybe contract out to get a basic subdivision type design, but bridges can be very difficult. Gary Davis noted that he would look into this, adding that he believes the state's bridge codes relate to lengths.

**H10. Traffic Counters**

Gary Davis stated that he contacted the state DOT and they have traffic counters that they would loan to the RSA, so he will be coordinating with the state to do so. Gary Davis noted that he would continue to look into purchasing traffic counters for the RSA staff to use rather than relying on the state.

**H11. Financial Report – Combined Balance**

Gary Davis noted that it is still very early in the season to tell where we are in the budget cycle, but he is keeping tabs on it.

**I. OTHER**  
None

**K. BOARD & STAFF COMMENTS**

Karen Koester	none
Sam McLane	none
Norm Blakeley	none
Ron Wille	none
Sue Tauriainen	none
Les Mofford	none
Jim Conner	none
Gary Davis	stated that he had spoken with staff and the RSA board chair about recognizing people who wish to speak so that the tapes indicate clearly who is speaking to the listener.
Holly Montague	none

**K. ADJOURNMENT**

Sam McLane moved to adjourn the meeting. Meeting was adjourned at 9:30 p.m.

**NEXT MEETING WILL BE HELD JANUARY 8, 2002 AT 7:00 P.M – SOLDOTNA**

ATTEST:

\_\_\_\_\_  
Board Chair

aside, but there is not a pot of money waiting to be spent, it's gone towards maintenance costs. Sanding costs have increased due to the warm weather patterns, with the RSA having spent approximately ¼ million on sand to deal with the conditions, and the RSA didn't do that before due to budget restraints.

Buzz Kyllonen reiterated that priority should be to bring all borough roads to standards and once that's done, then look at further enhancements. He added that while the RSA might not like it, we accepted those substandard roads at one time and they are now our responsibility and the RSA needs to support our actions to the public.

Joe Ross stated that the RSA can't begin to get all the roads up to standard because of traffic, weather etc. There will always be roads that are in sad shape, so the RSA might as well begin to improve those that are ready.

**Sam McLane entertained a motion to table the enhanced CIP program to a future meeting with an unspecified date. Seconded by Buzz Kyllonen. 4 Yeas, 1 Nay by Ross.**

### **H3. Review Road Standards Ordinance**

Holly Montague referred the board to her memorandum outlining the board's discussions from last month relating to proposed amendments to the road standards. Her memo addresses the key proposed amendments, those being, the number of lots included in each road category, adding a "grading C" to the sub-base requirements, and having an engineer's certification requirement for category IV roads.

Sam McLane referred to the proposed road standard amendments in the packet to clarify Section 3 where it refers to Type C material. Sam indicated that his proposed changes were not clearly identified in the changes being offered, saying the details were confusing and he did not communicate them adequately. He said he would get with Holly Montague and revise the proposed wording of the amendments and they would be corrected for the next meeting.

Buzz Kyllonen stated that he'd still like a list of borough roads that don't meet borough standards and doesn't want to beef up road standards at the developer's expense. He further suggested having different standards for different regions, because Sam McLane's suggestion was an unfair imposition to developers.

Sam McLane stated that the current road standards already address differences in roads and regions by allowing 3 different ways to get roads approved for maintenance. He added that the changes still allow for region differences, but address the larger subdivisions going in that meet current road standards but simply can't hold up due to the traffic levels. Sam McLane stated it's currently up to the RSA to ensure that roads are up to standards, which are very time intensive at a time when inspectors are the busiest with permitting, dust control, CIP's regular maintenance. Requiring certification by stamp of a licensed civil engineer puts the responsibility on the owner/developer and frees the RSA up. Sam McLane also suggested that the RSA might want to look into a bonding or financial guarantee

and/or adding a 1 year warranty period for at least one year, which would be in line with the way other Borough's and cities handle road approvals.

Buzz Kyllonen stated that someone has to pick up the tab for the additional expenses suggested in this amendment and it's just too expensive to hire an engineer. He further stated that now that roads are required by ordinance to be brought up to standards before final plat, it's a burden to the developer and could force developers out of business.

Norm Blakeley stated that developers can build roads in phases under the new ordinance but the RSA is still left with how to deal with these large developers who develop subdivisions that sell out quickly but the roads don't stand up to our current standards for more than a year or so, and these amendments address that issue.

Buzz Kyllonen stated that we have inspectors that can deal with new roads and while developers should build roads to standards, they also need to have the opportunity to sell lots without a lot of extra expense on their backs.

Sam McLane reiterated that he felt it wasn't the RSA's responsibility to make sure that contractors/developers are building roads to standards, it should be the responsibility of those people who want their roads on our maintenance system as there is no way to ensure that developers won't do what they are told. It's not a right to be on RSA maintenance, they just have to prove that they should be. RSA staff can't do it and no other government entity does it either.

Buzz Kyllonen wanted to define what engineers will do on a job before considering this amendment. He wanted his opposition reflected in the minutes and suggested that there are more practical ways to approach it rather than to impose all the additional costs on the developer and the potential buyer.

Joe Ross replied that in areas where roads have improved standards, property values have increased accordingly so monies still get to the developers.

Norm Blakeley suggested adding item #8 to the amended ordinance in Section 2 A., which would state that roads meet bonding/financial requirements or have a 1-year warranty period before the borough takes ownership. He further stated that our staff cannot ensure standards being met and it doesn't appear that any other borough does either.

Sam McLane suggested bringing this issue back at an additional meeting and incorporate the financial guarantee or some other financial option and also incorporate some wording on the warranty. Joe Ross suggested making the warranty period to 2 years, which the board concurred with.

Buzz Kyllonen stated that he would still like to know what Sam McLane means by "engineering" and the costs involved to the developer. Sam McLane stated that it would be an asbuilt certification on the plans, which he gave brief examples of.

**Norm Blakeley entertained a motion to postpone this issue to the next**

meeting. (suggesting that Holly Montague can add some of the language discussed and include the definition of engineering and potential costs involved.)  
**Sam McLane seconded.** Sam McLane asked for staff input at this time.

Jack Maryott stated that as an inspector, it's very difficult to watch large developments and then cope with the continuing onslaught of driveways/homes being built, utility companies going in/out etc. Jim Conner stated that he's also had people swear to good material etc, but test holes due to inspector suspicions show differently. Les Mofford stated that contractors generally build to our minimum standards, so anything to beef up our standards is good. **Roll call for motion to postpone. Unanimous Consent.**

#### **H4. Basic Bridge Design Standards**

It was determined to delay any discussion or action on this until the next board meeting since it's tied into the road standards.

#### **H5. EER State Grant**

Gary Davis will update the board at the next RSA meeting.

#### **H6. Policy 99-02 Acceptance of roads for Maintenance – Review**

Holly Montague gave a brief history of this laydown policy, summarizing that now that the RSA has sole permitting responsibility, it's a redundant and cumbersome policy that the RSA can change. It was decided that the RSA board would review the proposed changes to policy 99-02 and discuss it at the next board meeting.

#### **H7. Boundary Road Engineering**

Holly Montague stated that Gary Davis had early interest in this road for the enhanced CIP because of the cost sharing. Boundary Street from the Sterling to Tischer is borough maintained and that's about 2,000 ft. and a little bit beyond Tischer where our maintenance stops it accesses lots that are actually in the city limits, so we both use 2,000 ft of the road. Jack Maryott stated that during this past breakup, this road was a mess and it could really use more work. Holly Montague suggested that if the RSA wanted to get into some cost sharing of approximately \$40,000 the board might have a suggestion as to how much sharing they want to do.

Norm Blakeley clarified portions that the borough maintained and inquired about whose maintenance responsibility it would be in the end. Jack Maryott stated that if it became our responsibility, the RSA would have to put money into it at some point. Norm Blakeley felt that if they just want the RSA to put money into the engineering and they'll pave it and maintain it, it might be a good way to get rid of it. It was determined that this would be discussed at the next board meeting when Gary Davis would be available to answer some of the questions brought forth.

#### **H8. Financial Report.**

No discussion, for information only.

### **I. OTHER**

Holly Montague directed the boards attention to a laydown for policy 99-01, which

match out of this years budget from. There was discussion regarding the availability of funds for this match project out of this year's budget based upon financial information provided in the board's packet. It was determined that monies would probably be available in the 434 account. Jeff Sinz stated that the finance department would provide specific details in the 434 fund account for the board to review. Sam McLane asked if it could be in a user-friendly format. Jeff Sinz stated that he'd get with Gary Davis to provide that to the RSA board.

**E. CORRESPONDENCE**

**E1. Letter to Carolyn Wilder (2/11/02) ref: Upland Place**  
Provided for board information.

**E2. KPB RSA Resolution 02-01 (adopted)**  
Provided for board information.

**E3. Letter from KPB to Joe Cloud (3/1/02) ref: Maintenance Contract**  
Provided for board information. Gary Davis stated that he hasn't heard back from Joe Cloud, so hasn't discussed how to rectify the billing delay problems.

**E4. Letter to Paul Shadura II (3/1/02) ref: KB Subd Road Improvements**  
Provided for board information.

**E5. Letter from Molly Brann (3/2/02) ref: Kachemak Selo Maintenance**  
Provided for board information. Gary Davis is working on a response to her.

**F. PUBLIC PRESENTATION WITH PRIOR NOTICE**  
None.

**G. PUBLIC PRESENTATION WITHOUT PRIOR NOTICE**

**John Bonk opened the public hearing. Hearing no one from the public, John Bonk closed the public hearing.** Holly Montague referred the board to a blue laydown that included amendments to the KPB 16.41 service code that governs the RSA. Holly Montague stated that she probably wouldn't have the final revisions completed until May, where the proposed format will be to have one general service area code with individual service area nuances identified in order to make a more user-friendly code.

**H. ROAD DIRECTOR'S REPORT**

**H1. Road Standards Ordinance Review**

Holly Montague referred the board to pages 23-38 in the packet that gave an overview of proposed amendment changes to the road category standards KPB 14.06. Holly Montague also addressed an issue that came up when working on the road standards that she addressed in a laydown before the board concerning lot counts in determining road categories. Holly Montague stated that in an effort to deal with this issue in a consistent, fair manner, she suggested two approaches that include internal subdivision roads and existing collector roads.

Ron Wille related a potential scenario that could occur in his region and asked how the board would deal with it under these approaches. Sam McLane stated that the

RSA cannot accommodate every possible scenario, but should tighten up the methods for counting lots. Sam McLane stated that the RSA could take their direction from Millie Martin's ordinance, which provides an amendment clarifying that the subdivider doesn't have to construct ROW's dedicated solely to access adjoining acreage that is not necessary to access lots in the subdivision.

Ron Wille stated that he would be willing to change the number of suggested lot numbers for each category level in an effort to placate subdividers and not make it financially burdensome to them.

Gary Davis indicated that for the record, Buzz Kyllonen had anticipated attending via teleconference and when he developed a conflict and realized he couldn't, he asked Gary to request that the board postpone any action on this matter until he could be in attendance.

Sam McLane suggested he would be willing to change road widths for category III and IV roads to be 24' and 26' respectively. Sam McLane inquired if the RSA could put in an exception to the internal subdivision roads. Holly Montague replied that exceptions would apply as long as the road met all the exceptions as outlined in the road standards.

**Ron Wille made a motion to revise lot numbers for category I, II, III & IV roads to be category 1 – less than 10 lots; category II – 11 & 20 lots, category III – 21 to 50 lots, category IV – greater than 50 lots. Sam McLane seconded.**

Joe Ross stated he didn't think that the RSA would gain much ground by that suggested change.

**Sam McLane offered an amendment to Item B. on the laydown sheet concerning existing collector roads with wording that the categories for collector roads that are not on our maintenance system must meet category III & IV road standards. Ron Wille seconded.**

**Roll call on Ron Wille's motion to change category lot numbers. Motion passed 5 Yeas, 0 Nays.**

**Roll call on Sam McLane's amendment upgrading existing collector roads that are not currently on the maintenance system must meet category III & IV road standard criteria.**

Joe Ross asked why the RSA would give an option of choosing either category III or IV. Sam McLane replied that there are other criteria that would apply in determining the correct category other than the number of lots.

**Motion passed 5 Yeas, 0 Nays. (Legal will provide the exact wording).**

**Sam McLane offered another amendment to change the minimum widths for category III to 24' and category IV to 26'. Seconded by Ron Wille. Motion**

**passed 5 Yeas, 0 Nays.**

**Sam McLane made a motion that the RSA board recommend enactment by the Assembly of the amended ordinance to the road service standards as amended this evening. Ron Wille seconded. Motion passed with 5 Yeas, 0 Nays.**

## **H2. Basic Bridge Design**

Gary Davis researched utilizing a "boilerplate" bridge design for specific situations and stated that any bridge over 20' needs to meet AASHTO standards which would require specific engineering for each bridge over that length which a "boilerplate" design may not fit. Gary Davis stated that he wasn't familiar with every bridge within the RSA, but felt that there were only a couple that may be under 20 feet, and he'd recommend using a culvert crossing on those if it's not an anadromous stream. Ron Wille stated that he could think of 3-4 in his Region that would be less than 20 feet, but also wondered if the RSA couldn't use a train car frame for bridges over 20 feet. Joe Ross stated train car frames could reach 80 feet in length. Gary Davis stated that he is currently working on getting an amendment to the RSA CIP engineering contract to add Tinker Bridge as a CIP per the board's request. Gary Davis stated we could work up a "boilerplate" design, but Ron Wille replied that if it didn't apply to 98% of our bridges, there would be no since pursuing it. Sam McLane noted that he didn't feel that many engineers would want to pursue a "boilerplate" bridge design for liability concerns. Joe Ross suggested using culverts crossings as much as possible because that option won't be around forever.

## **H3. Policy 99-02: Acceptance of Roads for Maintenance**

Gary Davis gave a brief history of the dual ROW permitting between the Planning and RSA departments, and the need to update this policy now that it's the RSA's sole responsibility. This proposed policy change eliminates the need for 2 application forms needed when both the RSA and Planning departments shared ROW permitting by streamlining the process and requiring only one application.

**Sam McLane made a motion to adopt amended policy statement 99-02. Seconded by Joe Ross.**

**Sam McLane added a friendly amendment to delete the last line of #7 which describes a schedule of fees if legal finds that appropriate to delete.**

Karen Koester inquired whether the proposed amended policy would need to be changed now that category IV roads need to be inspected and passed by an engineer.

**Sam McLane moved to table this item,** then suggested that Gary & Holly may need to adopt something in the interim before the new road standards goes to the Assembly.

## **H4. Enhanced CIP Projects Collector Roads – Prioritize**

Gary Davis stated that he wasn't sure that the RSA board was ready to pursue an enhanced CIP project and there were only enough monies for one project at this

congestion and give an alternate access and thereby reducing RSA maintenance activity. Gary Davis gave an overview of the area by referring to the enclosed maps and stated that he must pursue the possibility of obtaining 30 feet of ROW and will be contacting the owner, with the RSA providing the surveying & platting costs. Gary Davis requested the board's approval of staff to acquire the ROW and approach the assembly to authorize this road construction project if the ROW is acquired. Gary Davis noted that in order to match the new road to the existing road, his cost estimate might be adjusted higher than the \$10,000 he had calculated.

Holly Montague stated that the RSA must consider the following road construction criteria found in 16.41.190 before bringing it before the assembly. The standards to be met are: 1) whether there is available funding; 2) whether the road accesses public lands or facilities; 3) whether the road is a collector road; 4) whether there are funding sources in addition to RSA funds available for the project; 5) whether the construction will provide an improved alternate route to a road currently certified for maintenance. Holly Montague stated it's not necessarily required for all criteria to be met, but they should all be in a written report and discussed. Holly Montague stated that when this was drafted, the idea was that once annually the RSA board would come forward to the assembly and say whether or not it wanted to do any construction projects. The RSA may not be prevented from dealing with just one project as it comes up, but the assembly will read the code and may ask if the RSA looked at any other roads and why this one. So the criteria will need to be thoroughly discussed and make good findings as to why you have chosen this road for construction.

**Sam McLane made a motion that the RSA board authorizes staff to proceed with ROW discussions with the owner in accordance with chapter 16.41.190. Seconded by Joe Ross.**

Sam McLane stated that there are a lot of 4-plexes in this subdivision and serves a lot of people on ½ acre lots. In the past, the only road access has experienced an unexplained road failure during the spring so this subdivision could use an alternate access. Buzz Kyllonen inquired where Gary Davis came up with the \$10,000 estimate for 250' of road construction. Gary Davis noted that he used the Riverhills enhances CIP figure. Norm Blakeley inquired whether his estimate included the cost of ROW acquisition. Gary Davis stated that his estimate only included the cost of construction. Sam McLane noted that Riverhills has had some unanticipated utility problems that have escalated the running foot price of construction, stating that it's difficult to get an economy of scale on such a short road but his firm could provide an engineers estimate while working on CIP projects for a more accurate cost estimate. Jack Maryott stated that for the board's information, the last traffic count for this subdivision came in around 640 cars per day.

**ROLL CALL. 6 YEAS.**

### **H3. Road Construction Standards**

Holly Montague stated that as a result of the last RSA meeting there were three amendments made to KPB 14.06 road construction standards and they are summarized in a laydown item before the board. Holly Montague stated they



include 1) increasing the number of lots included in each category; 2) standards established in 14.06.090 for determining road categories; and 3) decreasing the minimum width for category III and IV roads. The ordinance contained three additional revisions which are: 1) requires a project specific design for Category IV roads and define the related as-built requirement; 2) clarifying the process for determining the category of road and incorporating revisions to the existing collector road standard; and 3) revision to sub base grading C requirement.

**Sam McLane moved to amend the motion previously adopted at the March 18, 2002 RSA board meeting recommending amendments to KPB 14.06 to the assembly by adding KPB 14.06.090 (B) and (C) as follows:**

- B. Existing Collector Roads. Existing collector roads shall be constructed to Category III or IV based on current and projected traffic. The category applicable to an existing collector road should, to the extent practical, be consistent with widths set forth in Alaska Department of Transportation and Public Facilities Highway Preconstruction Manual.**
- C. The RSA Director or his designee will determine the category of road based on the standards set forth in this section. If the applicant for maintenance disagrees with the category the applicant may request review by the RSA board. Any request for an exception to the appropriate category must be approved by the board pursuant to KPB 14.06.130.**

Sam McLane stated that this motion discusses existing collector roads and it also clarifies that the director or designee will determine the category and if the applicant has a problem with it, they can appeal it to the board. This was put in there to address the short construction season so an applicant wouldn't have to wait a month to go before the board, thereby shortening the time that they have further. **Seconded by Norm Blakeley.**

Buzz Kyllonen stated that he didn't have the opportunity to participate in last month's board discussion and for the record, he voiced his objection to this.

Gary Davis inquired whether section lines are considered a dedicated ROW. Holly Montague responded that they are dedicated easements for road purposes, even if unplatted by the borough. She believed the RSA could maintain roads within section line easements with the caveat that the state controls section line easements and the state legislature could change the law regarding section line easements, vacate a section line easement or have a conflicting use with the borough's maintenance. Ms. Montague indicated a vacation of a section line easement that was certified for maintenance was probably fairly remote but that is a risk which must be weighed against not certifying roads for maintenance that otherwise qualify and would leave "gaps" in the maintenance system. She further indicated that inserting a requirement that maintenance certification requires a platted dedicated right-of-way over the section line easement would lead to applicants requesting exceptions which would likely be granted because exceptions to maintain roads in section line easements have been granted by the board in the past. Gary Davis stated that he wanted it on record that a section line easement that hasn't been vacated is an acceptable dedicated ROW for the RSA to accept into our maintenance system.

Norm Blakeley noted that this amendment addresses if someone comes in, the roads director has the authority to proceed, so it will help the developers through the summertime to expedite their jobs.

**ROLL CALL for amendment #1. 6 YEAS.**

**Sam McLane moved to amend the motion previously adopted at the March 18, 2002 RSA board meeting recommending amendments to KPB 14.06 by deleting proposed KPB 14.06.120(A)(7) in it's entirety which read: Category IV roads require an as-built prepared and sealed by a licensed professional civil engineer that the road meets the typical section standards. The as-built must be submitted to the road service area board prior to its acceptance of the road for temporary maintenance) and substituting KPB 14.06.120(B)(2) as follows: Category IV roads require a project specific design prepared and sealed by a licensed professional civil engineer. The design shall be approved by the RSA Director before construction begins. Once the project is complete, as-built plans, prepared and sealed by a licensed professional civil engineer, shall be submitted to the RSA. The as-built shall illustrate constructed horizontal alignment, finish grade profile, typical section of the roadbed, and material specifications. The as-built plans are required prior to acceptance by the RSA board of the road for temporary maintenance. Secoded by Norm Blakeley.**

Sam McLane explained that what the RSA board passed previously asked for an as-built plan prepared and sealed by a licensed professional engineer for category IV roads but it was not clearly defined what was needed, so this amendment addresses what "engineering" means and it also didn't allow the RSA the ability to look at the plans before the road was built.

Buzz Kyllonen stated that while he had requested more definition regarding engineering requirements, what he really wanted was a clearer understanding of what costs a developer could expect, and he didn't feel that this definition addressed that adequately, and engineering costs can be very expensive when added to the cost of constructing roads.

**ROLL CALL on amendment #2. 5 YEAS, 1 NAY by Kyllonen.**

**Sam McLane moved to amend the motion previously adopted at the March 18, 2002 RSA board meeting recommending amendments to KPB 14.06 by adding the following language at the end of the first paragraph: Category IV roads require a 6" cap of Sub base Grading C. Specifications for Sub-base Grading are as follows: (per chart) Sub-base Grading C shall consist of crushed material, of which 50% by weight of the particles retained on the No. 4 sieve shall have at least one fractured face as determined by ATM T-4. ROLL CALL. 6 YEAS.**

**Sam McLane moved to amend the motion previously adopted at the March 18,**

**2002 RSA board meeting recommending amendments to KPB 14.06 by adding the following language to the Requirements for Sub-base Grading:**

**Sieve Designation: No. 16/Grading C: 40-75**

**Sieve Designation: No. 200/Grading A:10 Max (deleting 6-12)**

**Grading B: 0-6**

**Grading C: 4-10**

**Seconded by Norm Blakeley.**

**Sam McLane noted that these specifications are taken from the state manual that will make the RSA in line with both local and state requirements. Gary Davis voiced his concern about category III roads having grading B set at 0-6 because it doesn't give any binder and requested that might be changed. Sam McLane asked the inspectors if the dirtier cap of 6 worked well on the roads, Jim Conner stated that he was personally pleased with the way it layed down and compacted. Sam McLane suggested a friendly amendment to increase the Grading B to 6-10. Roll Call. 6 YEAS.**

Gary Davis suggested lowering the soil test holes in project specific designs from every 500 feet to 250 in the standards. Sam McLane suggested that it be left to the engineer's discretion because an engineer must be involved in project specific designs and it does say "at least" every 500 feet.

#### **H4. Policy 99-02: Acceptance of Roads for Maintenance**

Gary Davis referred the board to the language in #3 stating calendar vs. 365 days and requested advice on how to address the application timeline. **Sam McLane made a motion to give the applicant 2 years for inclusion into the maintenance program. Seconded by Joe Ross.** There was additional discussion over timelines and delaying any action on this road standards policy because the assembly hasn't adopted the new road standards. **Sam McLane withdrew his motion.**

#### **H5. Maintenance Contract Renewals (reappropriating Central)**

Gary Davis noted we rebid some of Central last year with the intent of rebidding this year so that all of Central would be rebid together. The South region contracts are also up for rebidding, with the exception of 5 & 6, but preferred to rebid all of them together too. Gary Davis stated that as it is now, the East region expires in 2006, the North region expires 2005, so in order to stagger the Central and South regions so they don't conflict with those timelines, he'd like to rebid one region for 5 years and the other for 6 years. Holly Montague stated that there was no policy that dealt with the number of rollovers, so those timelines would be acceptable. Sam McLane stated that he preferred a 4 & 5-year timeline due to the extra pressures of more maintenance and possibility of berm removal in the future. Lee Wiley stated that these contracts are really only one-year contracts with renewal options that either party can opt for or against. Holly Montague stated that in the past, she had recommended against multi year contracts but because funding restraints aren't such an issue, she didn't object to multi year contracts and that could be a policy choice.

Introduced by: Popp  
Date: 05/07/02  
Hearing: 05/21/02, 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-14  
(POPP) SUBSTITUTE**

**AN ORDINANCE AMENDING KPB 21.25 CONDITIONAL LAND USE PERMITS AND  
ADOPTING KPB 21.28 CONCENTRATED ANIMAL FEEDING OPERATIONS**

- WHEREAS,** concentrated animal feeding operations (CAFOs) are potentially harmful to the environment and surrounding land uses, especially water and air quality; and
- WHEREAS,** a significant amount of the pollution of the nation's water is from agricultural uses; and
- WHEREAS,** there are state and federal permits applicable to CAFOs for environmental protection purposes; and
- WHEREAS,** legitimate and substantial citizen concern has been raised over the noise, air, and water pollution created by CAFOs; and
- WHEREAS,** CAFOs are often operated or owned by a corporate entity that contracts with individual operators of individual sites; and
- WHEREAS,** each individual location constitutes a CAFO and may have a negative impact on the water, air, and residential quality of life in the surrounding area; and
- WHEREAS,** Chapter 6 of the comprehensive plan, Environmental Quality, recognizes citizen concern regarding the effect of air emissions from industrial facilities on human health, vegetation and soils, and water quality; and
- WHEREAS,** Goal 5.4 of the comprehensive plan recognizes a need to protect the health and safety, and rights of land owners in adopting land use regulations; and
- WHEREAS,** Goal 5.5 of the comprehensive plan promotes the resolution of land use conflicts by advising developers and investors in advance of borough requirements for land use regulations; and
- WHEREAS,** Goal 6.1, Action B, of the comprehensive plan requires the borough to work with federal and state agencies to protect public health and environment and provides the borough review other regulations prior to adopting regulations to avoid duplication; and

**WHEREAS,** the state and federal permits do not fully address the potential local impacts of CAFOs;

**WHEREAS,** Goal 6.2 of the comprehensive plan is to achieve and maintain a high level of water quality in surface waters, wetlands, groundwater, and marine waters of the Kenai Peninsula Borough; and

**WHEREAS,** Goal 6.3 of the comprehensive plan is to maintain a high level of air quality and work toward improving air quality in areas where problems may exist; and

**WHEREAS,** Goal 6.4 of the comprehensive plan encourages the safe handling of toxic substances; and

**WHEREAS,** Goal 6.5 of the comprehensive plan is to minimize adverse impacts of noise in residential areas;

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

**SECTION 1.** That KPB 21.25.030 is hereby amended as follows:

**21.25.030. Definitions.**

Unless the context requires otherwise, the following definitions apply to CLUPs:

Animal feeding operation means a lot or facility (other than an aquatic animal production facility) where animals (other than aquatic animals) have been, are, or will be stabled or confined and fed or maintained for a total of 45 days or more in any 12-month period.

- a. The same animals need not remain on the lot for 45 days or more; rather, some animals are fed or maintained on the lot 45 days out of any 12-month period, and
- b. Animals are “maintained” for purposes of this ordinance when they are confined in an area where waste is generated and/or concentrated or are watered, cleaned, groomed, or medicated in a confined area, even if the confinement is temporary.
- c. Two or more animal feeding operations under common ownership are considered, for the purposes of these regulations, to be a single animal feeding operation if they adjoin each other.
- d. Slaughterhouses are animal feeding operations.

Animal unit means a unit of measurement for any animal feeding operation calculated by adding the following numbers: the number of slaughter and feeder cattle multiplied by 1.0, plus the number of mature dairy cattle multiplied by 1.4, plus the number of swine weighting over 25 kilograms (approximately 55 pounds) multiplied by 0.4, plus the number of sheep multiplied by 0.1, plus the number of horses multiplied by 2.0.

Animal waste means animal excrement, animal carcasses, feed wasted, process wastewaters or any other waste associated with the confinement of animals from an animal feeding operation.

Animal waste management system means a combination of structures and nonstructural practices serving an animal feeding operation that provides for the collection, treatment, disposal, distribution, storage and land application of animal waste.

*Aquifer* means a subsurface formation that contains sufficient water-saturated permeable material to yield economical quantities of water to wells and springs.

*Aquifer-confining layer* means that layer of relatively impermeable soil below an aquifer, typically clay, which confines water.

*Child care facility* means a place where child care is regularly provided for children under the age of 12 for periods of time that are less than 24 hours in duration and that is licensed pursuant to AS 47.35.005 et seq., excluding child care homes and child care group homes, as currently written or hereafter amended.

*Commercial* means any use operated for production of income whether or not income is derived, including sales, barter, rental, or trade of goods and services, and including all activities directly subsidiary.

Concentrated animal feeding operation (CAFO) means an animal feeding operation confining at least: (1) 1,000 swine weighing at least approximately 55 pounds; (2) 1,000 slaughter and feeder cattle; (3) 700 mature dairy cattle; (4) 500 horses; (5) 10,000 sheep or lambs; (6) 55,000 turkeys; (7) 100,000 laying hens or broilers (if the facility has continuous overflow watering); (8) 30,000 laying hens or broilers (if the facility has a liquid manure system; (9) 5,000 ducks; (10) 1,000 animal units; or (11) a combination of the above resulting in at least 1,000 animal units. Each individual parcel upon which a CAFO is located is a separate CAFO unless they adjoin each other.

*Correctional community residential center (CCRC)* means a community residential center, other than a correctional institution, for the short-term or temporary detention of prisoners in transition from a correctional institution, performing restitution, or undergoing rehabilitation or recovery from a legal

infirmity. CCRCs may not be used for detention of prisoners who pose a threat or danger to the public for violent or sexual misconduct without imprisonment or physical confinement under guard or twenty-four hour physical supervision. The determination of whether a prisoner poses a threat or danger to the public for violent or sexual misconduct without imprisonment or physical confinement under guard or twenty-four hour physical supervision shall be made by the commissioner of corrections for state prisoners and the United States Attorney General, or the U.S. Director of Bureau of Prisons for federal prisoners.

*Correctional institution* means a facility other than a correctional community residential center providing for the imprisonment or physical confinement or detention of prisoners under guard or twenty-four hour physical supervision, such as prisons, prison farms, jails, reformatories, penitentiaries, houses of detention, detention centers, honor camps, and similar facilities.

*Exhausted* means that all material of a commercial quality in a sand, gravel, or material site has been removed.

*Federal Prisoners* means offenders in the custody or control or under the care or supervision of the United States Attorney General or the Bureau of Prisons.

Liquid manure or liquid animal waste system means any animal waste management system which uses water as the primary carrier of such waste into a primary retention structure.

*Multi-purpose senior center* is a facility where persons 60 years of age or older are provided with services and activities suited to their particular needs. The services and activities may include, but are not limited to, health examinations, legal assistance, recreation programs, general social activities, telephone reassurance programs, nutrition classes, meals at minimum cost, counseling, protective services, programs for shut-ins and education programs, and that complies with Alaska Statutes 47.60.010--47.60.090, as currently written or hereafter amended.

*On-site use* means material used entirely within the boundaries of the parcel it was extracted from, or when development of the parcel requires disposal of the material off-site through bartering.

*Person* shall include any individual, firm, partnership, association, corporation, cooperative, or state or local government.

*Prisoner* means:

- a. a person held under authority of state law in official detention as defined in AS 11.81.900;

- b. includes a juvenile committed to the custody of the Alaska Department of Corrections Commissioner when the juvenile has been charged, prosecuted, or convicted as an adult.

*Private school* is a school comprised of kindergarten through 12th grade, or any combination of those grades, that does not receive direct state or federal funding and that complies with either Alaska Statute 14.45.030 or 14.45.100--14.45.130, as currently written or hereafter amended..

*Public school* is a school comprised of kindergarten through 12th grade, or any combination of those grades, that is operated by the State of Alaska or any political subdivision of the state.

*Sand, gravel or material site* means an area used for extracting, quarrying, or conditioning gravel or substances from the ground that are not subject to permits through the state location (mining claim) system (e.g., gold, silver, and other metals), nor energy minerals including but not limited to coal, oil, and gas.

*Sand, gravel or material site* means an area used for extracting, quarrying, or conditioning gravel or substances from the ground that are not subject to permits through the state location (mining claim) system (e.g., gold, silver, and other metals), nor energy minerals including but not limited to coal, oil, and gas.

*Seasonal high groundwater table* means the highest level to which the groundwater rises on an annual basis.

*Senior housing project* means senior housing as defined for purposes of construction or operation in 15 Alaska Administrative Code 151.950(c), as currently written or hereafter amended.

*Stable condition* means the rehabilitation, where feasible, of the physical environment of the site to a condition that allows for the reestablishment of renewable resources on the site within a reasonable period of time by natural processes.

*Water source* means a well, spring or other similar source that provides water for human consumptive use.

**SECTION 2.** That KPB 21.25.040 is hereby amended as follows:

**21.25.040. Permit required for commencement of certain land uses.**

A. It shall be unlawful for any person to use land, or to assist another to use land, within the rural district of the Kenai Peninsula Borough for the following



uses without first obtaining a permit from the Kenai Peninsula Borough in accordance with the terms of this ordinance:

1. correctional community residential center (CCRC) pursuant to KPB 21.27; [AND]
2. commercial sand, gravel or material site pursuant to KPB 21.26; and
3. concentrated animal feeding operation (CAFO).

**SECTION 3.** That KPB Chapter 21.28 is hereby enacted as follows:

### **CHAPTER 21.28. CONCENTRATED ANIMAL FEEDING OPERATION PERMITS**

#### **21.28.010. Application procedure.**

A. In order to obtain a CAFO permit, an applicant shall first complete and submit to the borough planning department a permit application, along with the \$0.20 per animal fee. The application shall include the following items:

1. Legal description of the parcel and identification of whether the permit is for the entire parcel or a specific location within a parcel. If the permit is for less than the entire parcel, the specific location within the parcel shall be clearly defined;
2. A site plan including the number of swine; location; dimensions and building materials of structures; and list of equipment utilized in CAFO operation, including but not limited to feeding floors, water troughs, wash racks, retaining tanks, food, bone, and refuse platforms, and animal waste handling equipment and facilities;
3. All federal and state permits required by KPB 21.28.020;
4. The estimated distance to surface and ground water.
5. Manure handling procedures including the following:
  - a. the amount of manure generated annually by the facility;
  - b. the amount of manure used on the facility;
  - c. the amount of manure to be exported annually from the facility;
  - d. nutrient application by field or crop group;
  - e. procedures and provisions for using and disposing of excess manure;

- f. practices that relate to manure management, storm-water runoff control, and management practices to protect surface water and ground water.

6. An animal waste plan including the amount and handling facilities and procedures for carcass and animal remains and other animal waste including an animal waste management system.

B. Task Force. After an application is received a three-person task force shall be appointed by the mayor to review the permit. The task force shall consist of one person from local industry, one planning commission member, and a registered voter within the borough who resides outside the cities. Planning staff shall provide support to the task force. The public hearing procedure set forth in KPB 21.25.050 shall be followed. The civil engineer's report required by KPB 21.28.030(A)(4) shall be submitted to the task force as part of the permit process. The task force shall make a written recommendation with findings of fact regarding approval or denial of the permit along with any permit conditions to the mayor. The mayor may approve, disapprove, or modify the task force recommendations. If the mayor does not act within 30 days of the issuance of the task force recommendations, the task force recommendations are final. The final decision may be appealed to the board of adjustment pursuant to KPB Chapter 21.20.

#### **21.28.020. Standards for concentrated animal feeding operations.**

A. The following standards and requirements apply to conditional land use permits issued for CAFOs:

1. State and federal permits. All applicable federal and state permits must be obtained by an operator prior to submitting a CAFO application to the borough. These permits may include, but are not limited to, State of Alaska Department of Environmental Conservation, Department of Natural Resources, Division of Governmental Coordinator permits and federal Alaska Department of Fish and Game, State of Alaska Department of Natural Resources, and federal Environmental Protection Agency and Department of Agriculture permits. It is the responsibility of the applicant to determine and acquire the necessary permits.
2. CAFOs shall be operated to minimize the negative impacts on surrounding residential uses and air and water quality.
3. Transportation of waste, animals or other transportation related to the operation of the CAFO shall not damage borough roads.

#### **21.28.030. Permit conditions.**

- A. The following are conditions for CAFO permits:
1. Fence. If CAFO operations are conducted outside buildings, there shall be a vegetative buffer or fence made of material approved in the CLUP sufficient to contain and screen the operations from view.
  2. Setback.
    - a. There shall be a setback of all CAFO operations, including buildings, sheds, pens, animals, shelters, feeding areas and watering troughs, storage areas and waste areas, of 100 feet from the boundaries of the parcel.
    - b. The parcel boundaries of a CAFO must be one mile from the parcel boundaries of existing residences and buildings open to the public.
    - c. Animal waste facilities shall be no less than 660 feet from adjoining property lines and domestic ground and surface water supplies.
  3. All state and federal permits must remain in good standing.
  4. The task force may require a bond or other reasonable surety in an amount adequate to protect the deleterious affects of violated permit conditions.
  5. The task force may require an odor abatement plan based on the recommendations of the consultant retained pursuant to KPB 21.28.040. The odor abatement plan may address issues, including but not limited to, schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to diminish off-site odor.
  6. Other conditions appropriate to meet the standards set forth in KPB 21.28.020.

B. The permit must state whether it is being issued for an entire parcel or a portion of parcel. If the permit is issued for a portion of a parcel, the location on the parcel must be defined on the permit.

#### **21.28.040. Civil Engineer Report.**

The application for a CAFO shall be submitted to a licensed professional civil engineer or other qualified professional consultant for a review and report regarding the impact on borough roads, water and air quality and shall be required as a condition of the permit. More than one consultant may be retained as necessary to evaluate the application. Recommendations shall be included as part of the report regarding additional permit conditions to mitigate negative impacts

on air and water quality and borough roads. The consultant shall be retained by the borough and the cost defrayed by applicant prior to processing the permit application.

**21.28.050. Prior existing uses.**

A. CAFOs are not required to obtain a CLUP if use as a CAFO commenced or was operated before June 4, 2002 provided that the subject use continues on the same parcel. In no event shall a prior existing use be expanded beyond the smaller of the lot, block, or tract lines as they existed on June 4, 2002. If a parcel is further subdivided after June 4, 2002, the pre-existing use may not be expanded beyond the boundaries of the lots, tracts, or parcels it occupied on June 4, 2002.

B. Owners of preexisting CAFOs must apply to be registered as a prior existing use prior to June 2, 2003. If the application is denied or untimely filed, the operator must comply with provisions of this chapter. Such registration shall include the same information required by KPB 21.28.010, and an affidavit by the owner as to the date since which such nonconforming use has existed. A fee may be charged as set by planning commission resolution.

C. The planning director shall make determinations regarding prior existing use status. Notice and an opportunity to make written comments regarding prior existing use status shall be issued to owners of property in a one-half mile radius of the site. After receiving written comments, the planning director may decide whether to register the prior existing use or refer the matter to the planning commission for public hearing. Notice of the public hearing shall be given to persons filing written comments with the planning director prior to the hearing. If the planning director makes a determination, written findings shall be included in the decision which shall be distributed to all persons making written comments. The planning director's decision granting or denying registration may be appealed to the planning commission within 15 days of the date of the notice of decision.

**21.28.060. Permit revocation and renewal.**

A. A permit issued pursuant to this chapter may be revoked by the mayor if the applicant fails to comply with the provisions of this chapter. The mayor shall provide at least 30 days' written notice to the permittee of a revocation hearing. The mayor in his discretion may reestablish the task force to investigate and make recommendations to the mayor regarding the revocation. The revocation hearing shall be held by the task force on 30 days' notice to the permittee if the revocation is referred to the task force by the mayor. The notice shall provide specific grounds for the proposed revocation. If the applicant provides written evidence to the mayor demonstrating reasonable compliance with this chapter within the 30-day period, then the revocation hearing may be canceled, at the discretion of the mayor.

B. CAFO operators must apply for permit renewal every five years after the resolution originally granting the permit is recorded. Failure to apply for renewal subjects the operator to permit revocation proceedings. The mayor may reestablish a task force to review the renewal. An appeal of the denial may be taken to the planning commission.

---

Introduced by: Popp, Navarre  
Date: 05/07/02  
Hearing: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-15**

**AN ORDINANCE AMENDING KPB CHAPTER 17.10 REGARDING GRAZING AND  
AGRICULTURAL LEASES OF BOROUGH LANDS, TO DEFINE A GRAZING  
CLASSIFICATION AND MAKE ASSOCIATED AMENDMENTS**

**WHEREAS**, the assembly enacted Ordinance 2001-16 authorizing the mayor to extend for 27.5 years certain grazing leases which were initially issued by the state on property later transferred to the borough pursuant to the Municipal Land Entitlement Act; and

**WHEREAS**, the borough code does not currently include a definition of grazing land for purposes of classifying property; and

**WHEREAS**, other properties are being considered for grazing leases and the need to classify land for grazing purposes is increasing; and

**WHEREAS**, when KPB Chapter 17.10 was revised to eliminate the "Resource Extraction" classification and insert "Resource Management" and "Resource Development" instead, Section 17.10.170 was inadvertently not amended to incorporate that change, and it is appropriate to correct that oversight at this time; and

**WHEREAS**, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of \_\_\_\_\_, 2002, recommended \_\_\_\_\_;

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

**SECTION 1.** KPB 17.10.080(K) is hereby amended as follows:

- K. All borough lands shall be classified as one of the following:
1. Agriculture
  2. Residential
  3. Commercial
  4. Heavy Industrial
  5. Light Industrial
  6. Recreation
  7. Preservation
  8. Government

9. Resource Development
10. Resource Management
11. Institutional
12. Utility/Transportation
13. Waste Handling
14. Rural
15. Grazing

The classifications are specifically defined in KPB 17.10.250.

**SECTION 2.** KPB 17.10.140(C) is hereby amended as follows:

C. Agricultural Lease. The mayor may lease borough land for agricultural purposes according to the terms fixed by the assembly including the applicable classification, except the mayor shall not lease approved, unpatented grant land without fully disclosing the unpatented status of the land to the lessee.

1. An application to lease must be submitted with a [RANGE] range farm management and development plan [AND A DEVELOPMENT PLAN] which shall disclose the use, nature of improvements, an estimate of value of the improvements, and a development and construction time table.
2. The annual lease fees shall be established by the borough assessor with annual rates fixed for a minimum period of five years.
3. Lease lands shall be utilized for purposes within the scope of the application, the terms and conditions of the lease and in conformity with the lessee's [RANGE] farm management and development plan, [DEVELOPMENT PLAN,] applicable classification, and any land use of comprehensive plans. Utilization or development for other than the allowed uses shall constitute a violation of the lease, and the lease will become subject to cancellation.
4. Failure on the part of the lessee to substantially complete [HIS] the lessee's [RANGE MANAGEMENT PLAN] farm management and development plan [DEVELOPMENT PLAN OF THE LAND] within the time frame specified in the plan, or failure to [NOT] be consistent with the [PROPOSED USE AND TERMS AND] conditions of the lease [WITHIN TWO YEARS OF THE ANNIVERSARY DATE OF SAID LEASE] shall constitute grounds for cancellation. The mayor or his designee shall determine whether the plan is substantially complete and may extend these deadlines for good cause shown or when the mayor determines it to be in the borough's best interests.
5. Upon written approval of the borough, an agricultural lease may be assigned subject to the same terms and conditions of the existing lease. No agricultural lease may be assigned within two years of the anniversary date.

**SECTION 3.** That KPB 17.10.140(D) is enacted as follows:

- D. Grazing lease. The mayor may lease borough land for grazing purposes according to the terms fixed by the assembly including the applicable classification, except the mayor shall not lease approved, unpatented grant land without fully disclosing the unpatented status of the land to the lessee.
1. An application to lease must be submitted with a range management and development plan which shall disclose the use, nature of improvements, if any, an estimate of value of the improvements, the location of the proposed improvements, the description of the necessity for such improvements, and a statement that the improvements, as proposed, will not impair the value of the land or interfere with other reasonable uses thereof. Except as provided below, improvements of a permanent nature, such as housing, barns, sheds, slaughter houses, silos, and grain or hay storage buildings, or other similar structures may not be authorized on a grazing lease. Should such structures be desired, the applicant must apply for a different form of lease in which such structures are authorized. Permanent or temporary improvement of foliage quality and species to be used for grazing purposes by the lessee and not for sale or trade, improvements to a spring to allow for an environmentally safe watering system, and fences in an approved place on the leased premises are not prohibited by this provision. Temporary animal facilities, such as corrals and shoots for loading animals, are also not prohibited by this provision.
  2. The annual lease fees shall be established by the borough assessor with annual rates fixed for a minimum period of five years.
  3. Lease lands shall be utilized for purposes within the scope of the application, the terms and conditions of the lease and in conformity with the lessee's range management and development plan, applicable classification, and any land use of comprehensive plans. Utilization or development by lessee for other than the allowed uses shall constitute a violation of the lease and the lease will become subject to cancellation.
  4. Failure on the part of the lessee to substantially complete the lessee's range management and development plan of the land within the time frame specified in the plan, or failure to be consistent with the conditions of the lease shall constitute grounds for cancellation. The mayor or his designee shall determine whether the plan is substantially complete and may extend these deadlines for good cause shown or when the mayor determines it to be in the borough's best interests.
  5. Upon written approval of the borough, a grazing lease may be assigned subject to the same terms and conditions of the existing lease.
  6. A grazing lease conveys no right, title, or interest held by the Kenai Peninsula Borough in any lands or resources and does not grant an exclusive right to use of the leased area, except as may be necessary to protect lessee's authorized assets as may be provided in the grazing lease.
  7. The lessee shall not prohibit or otherwise interfere with reasonable access to the leased area for other uses as may be authorized by the borough.



**SECTION 4.** KPB 17.10.170 is hereby amended as follows:

Lands to be utilized for forest and timber resources shall first be classified as either "Resource [EXTRACTION] Development" or "Resource Management" and shall be subject to the terms and provisions of KPB 17.50.

**SECTION 5.** That KPB 17.10.250(A) is amended as follows:

A. "Agriculture" means [LANDS SUITED FOR RAISING AND HARVESTING CROPS; FEEDING, BREEDING AND MANAGEMENT OF LIVESTOCK; DAIRYING; OR, OTHER FARM USE OR ANY COMBINATION OF THESE. LANDS SUBCLASSIFIED AS "AGRICULTURE" SHALL BE RATED BASED ON THE SAME OR SIMILAR CRITERIA AS USED FOR THE "LAND EVALUATION AND SITE ASSESSMENT" PREPARED BY THE HOMER AND KENAI-KASILOF SOIL AND WATER CONSERVATION DISTRICTS. PARCELS OF LAND QUALIFYING FOR THIS SUBCLASSIFICATION MAY VARY IN SIZE] activities that result in products for human or animal use. Agriculture activities may include raising crops, animals, or grazing animals. Agriculture does not include human habitation.

**SECTION 6.** That KPB 17.10.250(P) is hereby enacted as follows, and the remaining subparagraphs shall be relettered appropriately:

P. "Grazing lands" means those lands which in their natural state have the physical and climatic features that make them primarily useful for the pasturing of domestic livestock. This classification is not exclusive and may overlap any other classification thereby allowing other nonconflicting uses.

**SECTION 7.** That this ordinance takes effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \* 2002.**

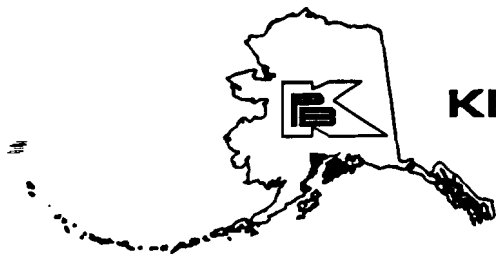
---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk




## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

**TO:** Tim Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Milli Martin, Assembly member 

**DATE:** May 23, 2002

**SUBJECT:** Ordinance 2002-15, Grazing and Agricultural Leases proposed amendment.

This memorandum is to give notice that I intend to offer one or more amendments at the June 4, 2002, meeting which would authorize hay storage facilities to be constructed on grazing leases and possibly additional structures. Facilities are needed to store feed for the animals grazed on the land. Authorizing hay storage facilities, subject to borough approval as to capacity and structure, could make the difference between a feasible and unfeasible operation.

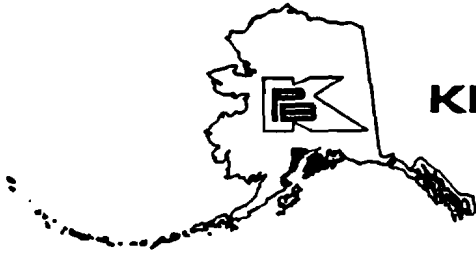
It has come to my attention that small, temporary housing facilities may be appropriate on certain large grazing leases, particularly where it can take most of a day just to get to and from the grazing animals. I am considering offering an amendment that would authorize such additional facilities using criteria to establishing the necessity for facilities and limiting the allowed development as appropriate for a grazing lease.

I would like the borough to consider an outside entity to manage these leases, such as the Soil and Water Conservation District.

Also, I would like to clarify that timber on the leases may be utilized for fence building.

Finally, we may have to add language addressing the application of this ordinance to existing grazing leaseholders.

I am in the process of consulting with the administration, grazing lease operators, and other interested parties to develop appropriate criteria and guidelines.




## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

**TO:** Timothy Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Bill Popp, Assembly Member 

**DATE:** April 25, 2002

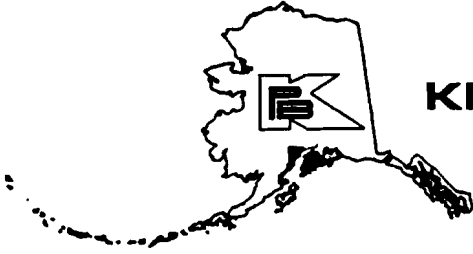
**SUBJECT:** Ordinance 2002-15, redefining agriculture, defining a grazing classification and imposing grazing lease requirements.

This ordinance is introduced to address concerns raised last winter regarding the borough's increasing involvement in grazing leases without corresponding code provisions. The code currently does not include a definition of grazing land, nor does it contain guidelines for grazing leases. Additionally, the section governing agricultural leases needs further clarification. A draft version of this ordinance was discussed during the lands committee meeting on March 12, 2002, and numerous suggestions from the public were considered, many of which have been incorporated into this ordinance.

Essentially, in order to lease borough lands for grazing or agricultural purposes, the applicant will be required to submit a plan defining the proposed use and development of the property. The ordinance prohibits most permanent structures on grazing lands as the grazing lease is intended to convey only the very limited right to use the land for grazing purposes. However, it does not prohibit certain temporary improvements, fencing, or foliage quality and species improvement, so long as these are solely used for the grazing purposes of the lessee. The proposed definition of "grazing" is derived from the state's definition.

Additionally, this ordinance makes a housekeeping correction to KPB 17.10.170 by inserting the current resource development and resource management classifications and deleting the resource extraction classification, which was previously deleted from the code.

The ordinance is scheduled to be heard in June so that if it is enacted, the administration may implement it after the snow is gone and when grazing and agricultural uses are becoming active for the summer season.



## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

TO: Timothy Navarre, Assembly President  
Kenai Peninsula Borough Assembly Members

THRU: Dale Bagley, Borough Mayor *DLB*

FROM: Bob Bright, Planning Director *WB*

DATE: May 15, 2002

SUBJECT: Ordinance 2002-15; Amending KPB Chapter 17.10; Regarding Grazing and Agricultural Leases of Borough Lands, to Define a Grazing Classification and Make Associated Amendments

The Planning Commission conducted a public hearing for the subject ordinance during their regularly scheduled May 13, 2002 meeting. No one testified during the hearing. The Commission postponed action to their May 28, 2002 meeting.

Minutes of the pertinent portion of the May 13 meeting and comments from the Kachemak Bay Advisory Planning Commission are attached.

**AGENDA ITEM F. PUBLIC HEARINGS**

4. Ordinance 2002-15; Amending KPB Chapter 17.10; Regarding Grazing and Agricultural Leases of Borough Lands, to Define a Grazing Classification and Make Associated Amendments

April 25, 2002 Memo from Bill Popp to the Assembly

This ordinance is introduced to address concerns raised last winter regarding the borough's increasing involvement in grazing leases without corresponding code provisions. The code currently does not include a definition of grazing land, nor does it contain guidelines for grazing leases. Additionally, the section governing agricultural leases needs further clarification. A draft version of this ordinance was discussed during the lands committee meeting on March 12, 2002, and numerous suggestions from the public were considered, many of which have been incorporated into this ordinance.

Essentially, in order to lease borough lands for grazing or agricultural purposes, the applicant will be required to submit a plan defining the proposed use and development of the property. The ordinance prohibits most permanent structures on grazing lands as the grazing lease is intended to convey only the very limited right to use the land for grazing purposes. However, it does not prohibit certain temporary improvements, fencing, or foliage quality and species improvement, so long as these are solely used for the grazing purposes of the lessee. The proposed definition of "grazing" is derived from the state's definition.

Additionally, this ordinance makes a housekeeping correction to KPB 17.10.170 by inserting the current resource development and resource management classifications and deleting the resource extraction classification, which was previously deleted from the code.

The ordinance is scheduled to be heard in June so that if it is enacted, the administration may implement it after the snow is gone and when grazing and agricultural uses are becoming active for the summer season.

END OF MEMORANDUM

Verbal staff report by Max Best.

PC Meeting: 5-13-02

Mr. Best noted that Ordinance 2002-15 was introduced during the May 7 Seward Assembly meeting with a public hearing scheduled for June 4. Kachemak Bay Advisory Planning Commission review of the ordinance was in the desk packet.

Mr. Best explained that the ordinance helped clarify the definition of agriculture. Land Management staff administers approximately 16 grazing leases, which were assumed from the State of Alaska through the Municipal Entitlement process. Grazing leases are approximately 27.5 years in duration. Seven grazing leases expired last year. Staff has had difficulty administering the grazing leases under the agriculture classification. Ordinance 2002-15 creates a grazing classification under Chapter 17.10, which will help facilitate the existing leases and possibly make additional land available for grazing.

STAFF RECOMMENDATION: The Planning Commission review and forward comments to the Assembly.

END OF VERBAL STAFF REPORT

Chairman Hammelman opened the public hearing for comment. Seeing and hearing no one wishing to comment, Chairman Hammelman closed the public hearing and opened discussion among the Commission.

MOTION: Commissioner Clark moved, seconded by Commissioner Johnson, to postpone action to May 28, 2002.

Commissioner Martin pointed out the Kachemak Bay Advisory Planning Commission commented that completion of a portion of the ordinance might not be feasible given the financial and climactic realities of Alaska. The advisory commission believed the ordinance was somewhat restrictive. The restriction against significant structures might make it difficult for a leaseholder to store produce, like hay, to be used for wintertime feed. Also, a leaseholder might have to spend extended periods of time on the leased land, not as a permanent residence, but temporary camping. The restrictions prohibiting human dwellings did not seem workable. Commissioner

Martin believed that agriculture needed to be fostered when it is not economically feasible so that at some point more people will be attracted to the industry. He commented that a clean environment was a good place to produce good food.

Commissioner Troeger supported postponement. He noted the advisory commission's comments, particularly their motion, which was adopted:

*MOTION by Pete, seconded by John, to recommend this ordinance be withdrawn until such time as it can be amended, hopefully with extensive input from people with actual experience in grazing and agriculture in Alaska. Passed unanimously.*

Commissioner Troeger agreed a definition for grazing was needed in the Land Management ordinance. He hoped to have some input from the people affected by the ordinance. He asked staff if the Assembly received comments from the agricultural community. Mr. Best attended both Assembly meetings when this matter was brought to them, first by draft ordinance and when it was formally introduced. He commented that Seward was a distance from the main agricultural community. Thus far no public comment has been provided.

Commissioner Hohl inquired if public comment would be taken at the next meeting. Chairman Hammelman answered affirmatively.

Commissioner Troeger asked if the existing leaseholders had been notified of the ordinance. Mr. Best was unsure if they were notified by direct mail. The ordinance was published per the Borough Code and provided to the Kachemak Bay and Anchor Point Advisory Planning Commissions. He thought staff could provide the leaseholders with copies of the ordinance and notify them of the May 28 Planning Commission public hearing. Commissioner Troeger asked staff to notify the existing leaseholders, and those who have applied for a grazing lease, of the ordinance and upcoming public hearing.

Commissioner Hohl asked if the Fairbanks North Star Borough or the Mat-Su Borough had grazing leases. Mr. Best did not know. The State has an extensive grazing lease program, and staff tried to mirror their program.

Chairman Hammelman re-stated the motion.

**VOTE:** The motion passed by unanimous consent.

HAMMELMAN YES	BRYSON YES	BOSCACCI ABSENT	CLARK YES	HOHL YES	JOHNSON YES
MARTIN YES	PETERSEN YES	SMITH ABSENT	TAURIAINEN YES	TROEGER YES	NINE YES TWO ABSENT

Land Classification update.

Crista's background includes reporting on Borough affairs for the past two years, giving her a familiarity with the environment. She has been reviewing land classification files, and plans to have staff recommendations available when meetings resume in the fall, to allow a conclusion to the project. She also read a memo from Mike Fastabend regarding the fuel mitigation sale plans, stating that he will be asking for recommendation on some of the units in June. Crista suggested the Commission schedule a meeting during the summer to address this issue.

- b. Ordinance 2002-15; Amending KPB Chapter 17.10; Regarding Grazing and Agricultural Leases of Borough Lands, to define a Grazing Classification and make associated amendments.

Pete Roberts reported that after a thorough review of the proposed ordinance, he had concluded that the ordinance overlooked some realities of agriculture in Alaska. Specifically, Sec. 3-C-4 requires substantial completion within two years, which may not be feasible given the financial and climactic realities. Sec. 3-D-1 prohibits permanent structures for storage, structures which are in fact necessary due to the remote location and impracticality of off-site storage. Sec. 3-D-4 again addresses the substantial completion issue, without adequately recognizing that economics causes development to proceed more slowly than anticipated. Sec. 4 does not address the need for the lease holder to harvest trees for fence posts, etc. Sec. 5-A unconditionally prohibits human habitation, overlooking the extreme remoteness of grazing lands. Pete concluded that Alaska's food production and storage capabilities inadequate and should be encouraged.

A short discussion followed, in support of Pete's conclusions.

**MOTION** by Pete, seconded by John, to recommend this ordinance be withdrawn until such time as it can be amended, hopefully with extensive input from people with actual experience in grazing and agriculture in Alaska. Passed unanimously.

- 9. Plats, none.
- 10. Next Meeting Date: May 23, 2002. Kachemak Community Center. Last meeting until fall or special notice.
- 11. Commissioners Comments/Future Agenda Items

Several Commissioners expressed disappointment in the number of Fuel Reduction Sales recommendations which were not accepted.

- 12. Adjournment: 8:35 p.m.

Introduced by: Navarre  
Date: 05/07/02  
Hearing: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-16**

**AN ORDINANCE PLACING ON THE BALLOT TWO PLANS FOR SCHOOL BOARD  
MEMBERSHIP STRUCTURE INCLUDING POSSIBLE DISTRICTING**

- WHEREAS**, the school board is currently composed of seven members who are elected at large; and
- WHEREAS**, Alaska Statute 29.20.300 provides that members of the school board are elected at large unless a different method is approved by the voters in a regular election; and
- WHEREAS**, the reapportionment committee established pursuant to Resolution 2001-040 to develop plans for assembly reapportionment heard numerous public concerns that school board members should be elected by district to ensure representation from smaller communities; and
- WHEREAS**, in Resolution 2001-068, the assembly authorized the reapportionment committee to consider school board membership districting; and
- WHEREAS**, the reapportionment committee met several times during the fall of 2001, and, on December 6, 2001, voted to recommend that the assembly place a proposition on the October 1, 2002 regular election ballot offering the voters two options for election of the members of the school board including Plan A: remain at status quo (a seven-member board elected at large); and Plan B: seven single-member districts elected by residents of each district; and
- WHEREAS**, the assembly conducted joint meetings with the school board and the reapportionment committee on February 5 and March 12, 2002; and
- WHEREAS**, numerous concerns were raised that creating districts may harm the school board's effectiveness and representation of the entire school district, and, alternatively, that not creating districts will result in inadequate representation of the outlying areas; and
- WHEREAS**, where school board members are required to reside in certain districts but are elected at large, the districts may legally vary in size, allowing districts to be designed to further ensure representation on the board from smaller outlying communities although such members would still be elected by all borough voters; and



**WHEREAS,** it is desirable to present the voters with the option of remaining with the status quo or requiring that school board members reside in designated districts but be elected by all borough voters;

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

**SECTION 1.** KPB 1.20.100 is hereby amended as follows:

**1.20.100. School board—Number of seats—Term of office—Designation of seats.**

- A. There is established a school board for the Kenai Peninsula Borough School District, composed of seven members, who shall be nominated and elected by the qualified voters of the borough as provided in the borough code of ordinances. Board members shall be elected at large[.], but shall be required to reside in the following described districts:
- B. School board members are elected at the regular borough election, for three-year terms, and serve until their successors take office.
- C. *[Reserved.]*

**SECTION 2.** The following proposition shall be placed on the ballot at the regular October 2002 election:

**PROPOSITION**

Choose one of the following plans for Kenai Peninsula Borough School Board representation:

- Plan A: Seven members elected at large.
- Plan B: Seven members, by district, elected at large.

Plan A represents the status quo, and Plan B would require that each member reside in a different district as defined in Kenai Peninsula Borough Ordinance 2002-\_\_\_\_. Under both plans, all members of the school board would be elected by all voters within the borough. Terms of the members will be staggered such that each member will ultimately serve a term of three years on a rotating basis.

**SECTION 3.** If Plan B receives the approval of the majority of the voters voting on this question, then all terms shall be truncated with all members standing for election in the October 2003 regular election. The terms of new members elected in the regular election of October 2003, shall be staggered so that, in 2004 and 2005, two seats shall terminate each year, and three seats shall terminate in 2006.

Shorter terms shall be determined by lottery following certification of the 2002 election.

**SECTION 4.** Section 2 of this ordinance shall take effect immediately upon its enactment, and Sections 1 and 3 of this ordinance shall only take effect after certification of the October 2002 election and if Plan B receives the majority of votes cast on the question in that election and upon receipt of a letter of nonobjection by the U.S. Department of Justice.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \* 2002.**

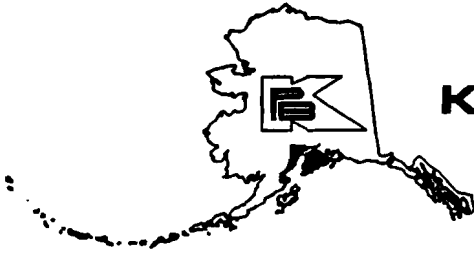
---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk



## **KENAI PENINSULA BOROUGH**

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599  
BUSINESS (907) 262-8608 FAX (907) 262-8615  
EMAIL: [assemblyclerk@borough.kenai.ak.us](mailto:assemblyclerk@borough.kenai.ak.us)

LINDA MURPHY, MMC  
BOROUGH CLERK

### **MEMORANDUM**

**TO:** Members, Kenai Peninsula Borough Assembly

**FROM:** Timothy Navarre, Assembly President

**DATE:** April 25, 2002

**SUBJECT:** Ordinance 2002-16, Ballot Proposition for School Board Membership Structure including Possible Districting

My purpose in introducing this ordinance is to begin discussion on the proposed scenarios for school board structuring including possible districting. I realize the proposed plans are different from the recommendations of the Reapportionment Committee, but I look forward to a healthy debate with both the assembly and members of the public.

Introduced Navarre at request of Borough Clerk  
Date: 05/07/02  
Hearing: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-17**

**AN ORDINANCE AMENDING KPB TITLE 4, ELECTIONS, TO  
REFLECT CURRENT ELECTION PRACTICES, CHANGES IN STATE  
ELECTION LAWS, AND OTHER GENERAL HOUSEKEEPING CHANGES**

**WHEREAS**, the Borough Election Code received its last comprehensive update in 1994; and

**WHEREAS**, in the intervening eight years, there have been several changes in state law, voting technology, and election practices that have not been reflected in the Borough Code; and

**WHEREAS**, it is the intent of this ordinance to make the necessary changes to the Borough Election Code to reflect these changes and to mirror, to the extent possible, state election procedures in an effort to lessen confusion among voters and volunteer election workers;

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

**SECTION 1.** That Section 4.30.030, Conflict of Interest, is amended by replacing the term “conflict of interest” with the term “public official financial disclosure” throughout.

**SECTION 2.** That Section 4.40.010, Ballot Form, is amended to read as follows:

**4.40.010. Ballot form.**

- A. [NAMES OF CANDIDATES FOR OFFICE OF BOROUGH MAYOR, ASSEMBLY OR SCHOOL BOARD MEMBER SHALL BE ROTATED IN THE FORM PRESCRIBED FOR STATE ELECTIONS. NAMES OF CANDIDATES FOR SERVICE AREA OFFICES NEED NOT BE ROTATED.] The ballot shall be designed with the position of names of the candidates set out in the same order in each section on each ballot used in that election. However, the order of placement of the names of the candidates for each office shall be randomly determined by the clerk.
- B. The title of the office to be filled shall be followed by the printed names of the candidates for such office, below which shall be blank lines equal in number to the candidates to be elected to such office, upon which the voter may write the names of persons not listed on the ballot. The words “Vote for no more than \_\_\_\_” with the

appropriate number replacing the blank, shall be placed before the list of candidates for each office. The names of the candidates shall be printed as they appear upon the declaration filed with the clerk, except that any honorary or assumed title or prefix shall be omitted. However, the candidate's name appearing on the ballot may include a nickname or familiar form of a proper name. [THE NAMES OF CANDIDATES SHALL BE ARRANGED ALPHABETICALLY, AND THEIR POSITIONS CHANGED FROM ONE BALLOT TO THE NEXT AS REQUIRED BY SUBSECTION A OF THIS SECTION.] The names of candidates shall be set out in order as provided in subsection A. of this section.

- C. The propositions to be voted on shall follow the candidates for office or shall be on separate ballots, as the clerk may determine. The words "yes" and "no" shall appear below each proposition.
- D. Each ballot shall bear the words "Official Ballot," and the date of the election.
- E. A ballot shall be printed either on paper or on [PUNCH[ card stock as provided in this title.
- F. The ballots shall be consecutively numbered.

**SECTION 3.** Section 4.40.030, Sample Ballots, is amended to read as follows:

**4.40.030. Sample ballots.**

The clerk shall obtain the printing of sample ballots. Sample ballots shall be [PRINTED ON NON-WHITE AND BE] clearly labeled "Sample Ballot." Sample ballots shall be delivered to the election board in each precinct.

**SECTION 4.** Chapter 4.60, Punchcard Voting, is deleted in its entirety.

**SECTION 5.** Section 4.70.010, Report, Oath and Vacancies of Counters, is deleted in its entirety.

**SECTION 6.** Section 4.70.020, Commencement of Ballot Count, is amended to read as follows:

**4.70.020. Commencement of ballot count.**

- A. For counting of paper ballots, when the polls are closed and the last vote has been cast, the election board [AND CLERKS OR COUNTERS] shall immediately proceed to open the ballot box, separate the questioned ballot envelopes from other ballots and then proceed to count the votes cast. In all cases the election board shall cause the count to be continued without adjournment until the count is complete. The clerk may authorize the appointment of counters to assist in the counting of ballots. Before undertaking the duties of the office, each counter shall subscribe to an oath to honestly, faithfully, impartially and promptly carry out the duties of the position. An election judge may administer the oath. If an appointed counter fails to appear and subscribe to the oath at the time designated by the clerk, the election board may appoint any qualified voter to fill the vacancy.
- B. [FOR PUNCHCARD VOTING WITH COMPUTER USE] In optical scan or other computer-read or electronic ballot precincts, when the polls have closed and the last vote has been cast, the election board shall immediately [PROCEED TO OPEN THE

BALLOT BOX AND SEPARATE THE QUESTIONED BALLOTS FROM THE OTHER BALLOTS AND PLACE ALL NONPROCESSABLE BALLOTS IN AN ENVELOPE PROVIDED BY THE CLERK] transmit election results to the clerk following the written instructions provided to each precinct. [BALLOTS WITH WRITE-IN VOTES SHALL BE SEGREGATED, RUBBER-BANDED, AND PLACED IN THE BACK OF THE SPECIAL BALLOT CONTAINER. ALL VOTED BALLOTS ARE PLACED IN THE TAMPER-PROOF BOX AND SEALED.] Once the election results have been transmitted, the election board shall open the ballot box, separate questioned and write-in ballots from other ballots cast, place all ballots in the tamper proof containers provided, and proceed with the ballot accountability and poll closing procedures provided by the clerk.

**SECTION 7.** Section 4.70.040, Rules for Counting Hand-Marked and Punchcard Ballots, is amended as follows:

**4.70.040. Rules for counting hand-marked [AND PUNCHCARD] ballots.**

- A. The election board shall count hand-marked [AND PUNCHCARD] ballots according to the following rules:
1. A voter may mark his ballot [ONLY BY USING PUNCH MARKS AS MAY BE MADE THROUGH USE OF THE PROVIDED BALLOT MARKING MACHINE OR, IF PAPER BALLOTS ARE USED,] with a cross mark, "X" mark, diagonal, horizontal or vertical mark, solid mark, star, circle, asterisk, check or plus sign [SHALL BE MADE WITH PENCIL OR PEN AND INK] using the marking device provided at the polling place or with any black-inked marker. The marks will be counted only if they are clearly spaced in the square opposite the name of the candidate the voter desires to designate.
  2. A failure to properly mark a ballot as to one or more candidates does not itself invalidate the entire ballot.
  3. If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.
  4. If a voter marks more names than there are persons to be elected to the office, the votes for candidates for that office shall not be counted.
  5. The mark specified in subsection 1 of this section shall be counted only if it is substantially inside the square provided, or touching the square so as to indicate clearly that the voter intended the particular square marked.
  6. Improper marks on the ballot shall not be counted and shall not invalidate marks for candidates properly marked.
  7. An erasure or correction invalidates only that section of the ballot in which it appears.
- B. The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot may not be counted unless marked in compliance with these rules.
- [C. THE RULES SET OUT IN THIS SECTION APPLY TO HAND-MARKED PUNCHCARD BALLOTS IF PUNCHCARD MACHINES ARE NOT AVAILABLE IN A PRECINCT.]

**SECTION 8.** Section 4.70.050B. is amended as follows:

- B. In order to vote for a write-in candidate, the voter must write a candidate's name in the space provided and, in addition, mark the square opposite the candidate's name in accordance with [(1) OF THIS SECTION] KPB 4.70.040A. Stickers may not be used [ON PUNCHCARD BALLOTS]. Use of stickers [ON PUNCHCARD BALLOTS] can cause that portion of the ballot to be invalidated.

**SECTION 9.** Section 4.70.070, Tally of Votes, is amended by deleting subsection B. in its entirety.

**SECTION 10.** Section 4.80.020, Designation of Absentee Voting Officials, is amended as follows:

**4.80.020. Designation of absentee voting officials.**

The borough clerk may appoint city clerks or [REGISTRARS LISTED WITH THE STATE] any person qualified to vote in state elections to act as absentee voting officials. The clerk shall supply adequate voting supplies and ballots to the [CITY CLERKS OR VOTER REGISTRARS WHO SHALL SERVE AS] absentee voting [STATIONS] officials. After taking an oath in the form required of election judges, an absentee [ELECTION] voting official may perform all the duties of [THE] an election official with respect to the issuance, witnessing and receipt of absentee ballots at such places and times as the [ELECTION OFFICIAL] clerk may designate. Each absentee voting official shall transmit the dated envelopes containing the marked ballots [BY THE MOST EXPEDITIOUS MAIL SERVICE] to the clerk in the manner set forth in the written instructions provided by the clerk. Upon receipt of the absentee ballots, the clerk shall [STAMP ON THE ENVELOPE THE DATE ON WHICH THE BALLOT IS RECEIVED] hold the ballots in a secure location until they can be transferred to the canvass board along with the absentee in person registers and other election materials received from the absentee voting official.

**SECTION 11.** Section 4.80.070B. is amended to read as follows:

- B. After receipt of an application by mail, the borough clerk shall send the absentee ballot and other absentee voting material to the applicant by [THE MOST EXPEDITIOUS] first class mail [SERVICE]. The materials shall be sent as soon as they are ready for distribution. The return envelope sent with the materials shall be addressed to the borough clerk.

**SECTION 12.** Section 4.80.080A. is amended to read as follows:

- A. A qualified voter may apply for an absentee ballot to be sent by electronic transmission. Such request must be made not less than [FOUR DAYS BEFORE AN] the day immediately preceding the election. Absentee ballots will be electronically transmitted to the location designated in the application. If no location is designated, and if the request is received no later than seven days prior to the election, the ballot will be mailed in the manner provided in Section 4.80.070 for

absentee ballots by mail. The Clerk will provide reasonable conditions for electronically transmitting absentee ballots.

**SECTION 13.** Section 4.80.090, Absentee Voting by Personal Representative, is deleted in its entirety.

**SECTION 14.** A new Section 4.80.095 is created to read as follows:

**4.80.095. Special needs voting.**

A qualified voter with a disability who, because of that disability, is unable to go to a polling place to vote may vote a special needs ballot. Special needs ballots shall be issued and accounted for in accordance with the rules adopted by the state for use in state elections and in effect at the time of the local election.

**SECTION 15.** Section 4.100.040 B. is amended to read as follows:

B. In conducting the recount, the recount board shall review all ballots to determine which ballots, or parts of ballots, were properly marked and which ballots are to be counted in the recount, and shall check the accuracy of the original count, the precinct certificate, and the review. For administrative convenience, the clerk may join and include two or more applications in a single review and count of votes. The rules governing the counting of marked ballots shall be followed in the recount.

**SECTION 16.** Section 4.120.010D. is amended to read as follows:

D. There shall be a small blank envelope and a return envelope supplied to each by-mail voter. The return envelope shall have printed upon it an affidavit by which the voter shall declare his qualifications to vote, followed by provision for attestation by a person qualified to administer oaths or [TWO] one attesting witness[ES] who [ARE] is at least eighteen years of age. Specific instructions for voting a by-mail ballot and a list of the appointed absentee voting officials, their hours and locations, will be mailed to each voter with the ballot.

**SECTION 17.** Section 4.120.040, Absentee Voting Officials–Duties, is amended as follows:

**4.10.040. Absentee voting officials–Duties.**

A. The borough clerk may, with the approval of the city clerks in the borough, appoint city clerks or others in the area to act as absentee voting officials. If no city clerk is available or if the city clerk is unable or unwilling to act as an absentee voting official, the borough clerk may appoint any qualified voter to serve as an absentee voting official. The clerk shall supply adequate voting supplies and ballots to the [CITY CLERK SERVING AS] absentee voting officials. The clerk shall provide moderate compensation to the [CITY CLERKS] absentee voting officials to cover added expenses of the administration of this service, which shall be agreed to by the [CITY CLERKS] absentee voting officials.



B. The duties of the absentee voting officials shall be as follows:

1. provide absentee voting in person on any date including the day of the election following the procedures in KPB 4.80.060 and [ABSENTEE] special needs voting [THROUGH A PERSONAL REPRESENTATIVE] on any date including the day of the election following the procedures in KPB 4.80.095 [AND HAVE UNTIL THE DAY OF THE ELECTION TO RETURN THE BALLOTS];
2. sign a voter's by-mail oath and affidavit envelope as an authorized attesting official, except that the absentee voting official may not attest his or her own ballot;
3. accept receipt of a by-mail voter's hand-delivered ballot, which has been sworn to, attested and sealed in the by-mail return envelope; and
4. provide general voter assistance, including by not limited to, assistance to a qualified voter who cannot read, mark the ballot, or sign his name, and providing replacement ballots to voters who have improperly marked or damaged their ballots.
5. Date-stamp all ballots received.
6. Provide for the security and safekeeping of all ballots received and present those ballots to the clerk for canvassing. The borough clerk will specify the means of returning the voted ballots and all other election supplies to the borough.

**SECTION 18.** Section 4.130.030D. is amended to read as follows:

- D. Following the full text of the ordinance shall be [NOT LESS THAN FIVE NOR MORE THAN TEN] the signature pages. Each signature page shall [BE RULED IN LINES AND SHALL CONTAIN SIX COLUMNS WHICH SHALL BE TITLED AS FOLLOWS] contain spaces for each petition signer to provide the following information: Voter Registration No., Signature, Printed Name, Residence Address, Mailing Address and Zip Code, and Date Signed. The clerk shall number each signature page serially in a sequence of numbers which shall be continuous through all booklets issued. Above the [COLUMN TITLES] spaces provided for petition signers shall be the petition request which shall make reference to the ordinance or measure to be initiated or referred and its location in the booklet. At the bottom of each signature page shall be a statement that to be valid, the signature must be in ink, the name as printed and signed must be the same form as the name appears on the state voter registration rolls and the printed name and address must be legible.

**SECTION 19.** Section 4.130.050, Submission and Receipt of Petitions, is amended to read as follows:

**4.130.050. Submission and receipt of petitions.**

- A. The sponsors shall file the petition[S] booklets as a single instrument. After the filing, no additional petition booklets may be received by the clerk for validation whether such additional booklets are submitted before or after the expiration of the petition period. Such late booklets shall be received only for the purpose of preservation of the record.

- B. Filing shall be done during borough business hours. [IF THE LAST DAY OF THE PERIOD FALLS ON A SATURDAY WHICH IS NOT A BOROUGH HOLIDAY, THE CLERK SHALL MAKE ARRANGEMENTS WITH THE SPONSOR TO RECEIVE THE PETITIONS AT THE CLERK'S OFFICE AT OR BEFORE FOUR-THIRTY P.M. ON THAT SATURDAY.] If the last day of the period falls on a Saturday, Sunday or other borough holiday, the sponsors may file the petition no later than nine a.m. on the first weekday which is not a holiday.
- C. Immediately upon receipt of the petition, and in the presence of the person submitting the petition, the clerk shall check each booklet and shall mark as rejected on its face and the reason for the rejection, any petition booklet which:
1. shows evidence of having been disassembled and reassembled;
  2. does not contain all pages of the ordinance to be initiated or referred;
  3. does not contain the fully completed, signed and notarized affidavit of the sponsor.

**SECTION 20.** That this ordinance shall become effective upon preclearance by the Department of Justice.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2002.**

---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk

**KENAI PENINSULA BOROUGH CLERK'S OFFICE**

*Linda Murphy, MMC, Borough Clerk*

*Sherry Biggs, Deputy Clerk*

144 North Binkley Street  
Soldotna, Alaska 99669

**MEMORANDUM**

TO: Assembly President Tim Navarre  
Members of the Assembly

FROM: Borough Clerk Linda Murphy 

DATE: April 24, 2002

SUBJECT: Elections Ordinance

---

The Borough Election Code has not received a thorough review since its rewrite in 1994. Since that time, changes in state law and elections technology have mandated changes in the way we conduct our elections. This ordinance seeks to bring the borough code into compliance with both state law and currently accepted election practices. I have outlined and explained the proposed changes below:

**Section 1.** - Some time ago, the state changed the name of the required conflict of interest statement, and this section reflects that name change.

**Section 2.** This section removes the requirement that names be rotated on the election ballot to conform to current state law for state ballots.

**Section 3.** This section deletes the requirement that sample ballots be printed on "non-white" paper. At one time, all official ballots were printed on white paper and sample ballots were printed on colored paper so that there would be no confusion between the two. Now that we use various colors of card stock for printing official ballots, there is no reason to restrict sample ballots to non-white paper as long as the sample ballots are clearly marked to remove any possible confusion.

**Section 4.** Punchcard voting is no longer used in the state of Alaska and, after Florida's 2000 election, I seriously doubt if we will ever see a return to punchcard voting. This section removes that chapter of the election code setting forth the procedures for punchcard voting.

**Section 5.** Since most borough precincts use optical scan voting, there is no need for the appointment of counters. Seldovia is the only precinct currently hand counting ballots and that precinct is small enough that separate counters are not needed to count the ballots once the polls

close. The practice of appointing separate counting teams to report to the polls after the polls had closed was common when all precincts, large and small, hand counted the ballots cast.

**Section 6.** In subsection A., I have included language which will allow the appointment of counters if the need should ever arise. In subsection B., I have eliminated references to punchcard voting and have indicated the procedures to be followed in computer (optical scan) precincts once the polls close.

**Sections 7, 8 and 9.** These sections eliminate references to punchcard voting.

**Section 10.** This amendment clarifies that any qualified voter may be named an absentee voting official and further clarifies that the clerk will specify the manner in which voted ballots and voting supplies will be returned to the borough following an election.

**Section 11.** This amendment eliminates the requirement that the clerk use the most expeditious mail service (which could include costly express mail service) and inserts language clarifying that absentee ballots will be mailed via first class mail.

**Section 12.** This amendment would allow voters to request a fax ballot up until the day before the election. It also clarifies that, if the request for a faxed ballot does not include a fax number, the ballot will be mailed to the voter's address only if the request is received at least seven days prior to the election. A ballot mailed later than that would likely not be received by the voter in time to be voted and returned as required by law.

**Section 13.** The state no longer has a category called "personal representative" voting. The provisions for "special needs voting" which took its place are set forth in the next section.

**Section 14.** The state requirements for "special needs voting" are currently being revised. This section seeks to allow special needs voting in borough elections following whatever procedures and rules the state has adopted for use in state elections. This will eliminate the need for a new ordinance and separate Department of Justice preclearance each time the state changes its special needs regulations.

**Section 15.** This is a housekeeping ordinance to insert the word "convenience" that appears to have been unintentionally omitted when Title 4 was rewritten in 1994.

**Section 16.** All other sections of the code regarding the witnessing of absentee by mail oath and affidavit envelopes require attestation by a person qualified to administer oaths or the signature of one person over the age of 18. This amendment brings Section 4.120.010 into compliance with other similar code sections.

**Section 17.** This amendment specifies that if there is a need for an absentee voting station in an area of the borough where there is no city clerk, or if the city clerk in a particular area is unable or unwilling to act as an absentee voting official during a by-mail election, the clerk is authorized to appoint any qualified voter to serve as an absentee voting official. In addition, references to voting by personal representative are changed to special needs voting, and a sentence is added to clarify that the borough clerk will specify the means of returning voted ballots and other election supplies to the borough.

**Section 18.** This amendment removes the requirement that petition packets contain no less than five nor more than ten signature pages and deletes the requirement that the signature pages be laid out in columns.

**Section 19.** This amendment deletes the requirement that the clerk accept signed petitions on a Saturday if the last day of the filing period ends on a Saturday. Rather, the petition sponsor would have until 9:00 a.m. on the first non-holiday weekday following the deadline if the last day falls on a Saturday, Sunday or holiday.

It is my hope that this ordinance can be enacted at the first meeting in June so that preclearance can be obtained prior to the October election.

Introduced by: Mayor  
Date: 05/07/02  
Hearing: 06/04/02  
Action:  
Date:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-18**

**AN ORDINANCE AUTHORIZING REMOVAL OF RESTRICTIONS ON THE LAND  
LEASED WITH OPTION TO PURCHASE TO THE UNITED STATES POSTAL  
SERVICE IN COOPER LANDING FOR A NEW MAIN POST OFFICE**

- WHEREAS,** Ordinance 2001-37 authorized a lease with option to purchase to the United States Postal Service (USPS) for approximately one acre of Kenai Peninsula Borough (KPB) land in Cooper Landing for a new main post office; and
- WHEREAS,** Section 3 of Ordinance 2001-37 requires that the lease and sale documents must contain restrictions requiring that the land be used for a main post office for the Cooper Landing community; and
- WHEREAS,** the lease also contains the KPB 17.10.130(D) restriction that restricts use of the site to its government classification; and
- WHEREAS,** the KPB has entered into a lease with the USPS pursuant to Ordinance 2001-37 and the lease contains restrictions requiring that the land be used for a main post office for the Cooper Landing community and contains a KPB 17.10.130(D) restriction that restricts use of the site to its government classification; and
- WHEREAS,** the USPS requests that the use restrictions be removed from the lease and not be required for the sale documents; and
- WHEREAS,** the USPS intends to assign the lease to a contractor that will build the new Cooper Landing post office and then lease it back to the USPS; and
- WHEREAS,** the USPS contractor will be the KPB's lessee and will exercise the option to purchase; and
- WHEREAS,** the USPS contractor will expect to use its land and building for other purposes when the site is no longer needed for a post office; and
- WHEREAS,** the USPS contractor cannot use the land and building for purposes other than a post office at the termination of its relationship with the USPS and not being able to do so will inhibit the USPS's ability to find a suitable contractor; and

**WHEREAS**, the Cooper Landing Advisory Planning Commission at its regularly scheduled meeting of \_\_\_\_\_, 2002 recommended . . .

**WHEREAS**, the KPB Planning Commission at its regularly scheduled meeting of \_\_\_\_\_, 2002 recommended . . .

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

**SECTION 1.** That the requirement that the lease and sale documents must contain restrictions requiring that the land be used for a main post office for the Cooper Landing community contained in Section 3 of Ordinance 2001-37 is hereby revoked.

**SECTION 2.** That the KPB 17.10.100(D) provision that land to be sold or leased in cooperation with a public or governmental agency may be excluded from the following requirements: (1) classification; (2) deposit into the land bank; (3) notice of disposition if the land to be sold or leased is a portion of a larger parcel; (4) the most appropriate use and the highest and best use of the larger parcel is not changed; and (5) the land to be sold or leased is not more than one acre, shall apply to the parcel of land to be leased to the United States Postal Service as authorized by Ordinance 2001-37.

**SECTION 3.** The mayor is authorized to amend the lease with the USPS to remove the use restriction described in Section 1 of this ordinance.

**SECTION 4.** Based on the foregoing, the mayor is authorized to sign any documents necessary to effectuate this ordinance.

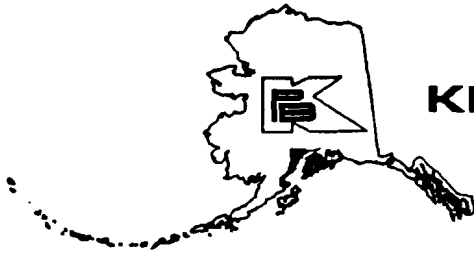
**SECTION 5.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \* 2002.**

\_\_\_\_\_  
Timothy Navarre, Assembly President

ATTEST:

\_\_\_\_\_  
Linda S. Murphy, Borough Clerk




## KENAI PENINSULA BOROUGH



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


DALE BAGLEY  
MAYOR

### MEMORANDUM

**TO:** Timothy Navarre, President  
Members of the Kenai Peninsula Borough

**THRU:** Dale L. Bagley, Mayor 

**THRU:** Robert L. Bright, Planning Director   
Max Best, Borough Surveyor 

**FROM:** Roy E. Dudley, Land Management Agent 

**DATE:** April 25, 2002

**SUBJECT:** Ordinance 2002-18 authorizing removal of restrictions on the land leased with option to purchase to the United States Postal Service in Cooper Landing for a new main post office.

The Kenai Peninsula Borough (KPB) has entered into a lease pursuant to Ordinance 2001-37 with the United States Postal Service (USPS) of a one-acre parcel within Tract B, USS 5105, Section 28, T5N, R3W, S.M., Alaska at the intersection of the Sterling Highway and Snug Harbor Road for a new main post office. The lease site is within land that the Cooper Landing Land Use Plan recommends for centralized public facilities. The land is classified as government.

Section 3 of Ordinance 2001-37 requires that the lease and sale documents must contain restrictions requiring that the land be used for a main post office for the Cooper Landing community. The lease also contains the KPB 17.10.130(D) restriction that restricts use of the site to its government classification. The USPS requests that these restrictions be removed from the lease and not be required for the sale documents. Paragraph V.B.5.d. of the executed lease provides that if the borough administration is unsuccessful in its request that the assembly remove the deed restrictions the USPS may terminate the lease.

The USPS uses an Assignable Option to Purchase to solicit a contractor to construct the new post office. The KPB lease with the USPS is written to accomplish the Postal Service's methodology of marketing an option agreement. The USPS will assign the lease to its selected contractor who will construct and maintain the new Cooper Landing Post Office in accordance with the USPS design requirements. The contractor as assignee to the lease will exercise the option to purchase the site when the KPB receives its patent deed to the site from the State of Alaska.



The contractor/assignee relies on the residual value of the building and land at the termination of its relationship with the USPS to recoup part of its investment. It will be difficult for the USPS to market its Assignable Option to Purchase if the contractor/assignee cannot put the site to another productive use due to development and use restrictions placed on the site by the KPB.

Ordinance 2002- 18 revokes the requirement contained in Section 3 of Ordinance 2001-37 that requires that the lease and sale documents must contain restrictions requiring that the land be used for a main post office for the Cooper Landing community. The ordinance also authorizes an exception pursuant to KPB 17.10.230 to the requirements of KPB Chapter 17.10.130(D) that conveyance instruments restrict the use of the site to its government classification.

Introduced by: Mayor  
Date: 10/09/01  
Hearing: 11/06/01  
Action: Enacted as Amended  
Vote: 9 Yes. 0 No

**KENAI PENINSULA BOROUGH  
ORDINANCE 2001-37**

**AN ORDINANCE AUTHORIZING A LEASE WITH OPTION TO PURCHASE TO THE  
UNITED STATES POSTAL SERVICE FOR APPROXIMATELY ONE ACRE OF  
BOROUGH LAND IN COOPER LANDING FOR A NEW MAIN POST OFFICE**

**WHEREAS,** the United States Postal Service (USPS) has researched the Cooper Landing area to determine feasible sites for a new main post office; and

**WHEREAS,** the USPS has determined that a one-acre parcel owned by the borough at the intersection of the Sterling Highway and Snug Harbor Road is the most desirable site to meet the needs of the Cooper Landing Community; and

**WHEREAS,** the USPS desires a market value lease with an option to purchase at market value from the borough; and

**WHEREAS,** the Borough has received a final decision approving its selection of the subject land from the State of Alaska but has not yet received a patent deed; and

**WHEREAS,** the land is classified government; and

**WHEREAS,** the Cooper Landing Land Use Plan recommends the land be used for centralized public facilities; and

**WHEREAS,** the Cooper Landing Advisory Planning Commission at its regularly scheduled meeting of May 9, 2001, supported the subject site as the new location of the Cooper Landing post office; and

**WHEREAS,** the KPB Planning Commission, at its regularly scheduled meeting of October 8, 2001, recommended enactment by unanimous consent.

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

**SECTION 1.** The mayor is authorized to deposit into the land bank the parcel generally described as a one acre ± parcel located within Tract B, USS 5105, Section 28, T5N, R3W, Seward Recording District, Third Judicial District, State of Alaska and further described on map, Attachment A.

**SECTION 2.** That the Assembly finds that leasing this land to the United States Postal Service with an option to purchase is in the best interests of the public and the borough. This finding is based on the following facts:

- a. The borough will receive a market value rental rate for the term of the lease and the fair market value of the land [UPON] at the time of its sale.
- b. The land will be used to provide a site for a new main post office for the Cooper Landing Community.

**SECTION 3.** The mayor is authorized, pursuant to KPB 17.10.100(D), Cooperative Sale or Lease. to negotiate and enter into a lease with option to purchase the above described parcel to the United States Postal Service (USPS) subject to all lease and sale conditions required by this ordinance and the applicable consistent provisions of KPB 17.10. The authorization is for negotiation solely with the USPS for a lease with option to buy. The USPS may assign the lease with option to buy after it has executed the lease. Prior to execution of the lease, pursuant to KPB 17.10.140(B)(1), the lessee shall submit a development plan, which shall disclose the use, nature of improvements, an estimate of value of the improvements, and a development and construction timetable. The development plan will specify that the building will be constructed to USPS specifications. The development plan must be approved by the mayor upon execution of the lease. The lease and sale documents must contain restrictions requiring that the land be used for a main post office for the Cooper Landing community, and that the borough will receive a market value rental rate for the term of the lease and the fair market value of the land at the time of its sale.

**SECTION 4.** Pursuant to KPB 17.10.230, the Assembly authorizes an exception to the requirements of KPB Chapter 17.10.110, Notice of Disposition, based on the following facts:

1. That special circumstances or conditions exist.
  - a. The proposed lease with option to purchase is solely with the United States Postal Service for the purpose of providing a site for a new main post office.
  - b. The notice requirement is intended to make the public aware of an opportunity to purchase Borough property, which is unnecessary since the intent of the disposal is to convey the property solely to the United States Postal Service.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
  - a. The notice requirement is intended to make the public aware of an opportunity to purchase borough property, which is unnecessary

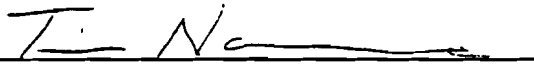
since the intent of the disposal is to convey the property solely to the United States Postal Service.

3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
  - a. Sale of subject parcel to the United States Postal Service for a post office is in keeping with the recommendations of the Cooper Landing Land Use Plan and the current government classification.

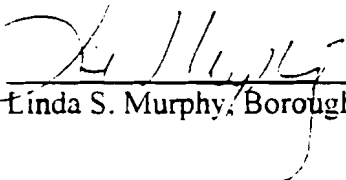
**SECTION 5.** The mayor is authorized to sign any documents necessary to effectuate this ordinance.

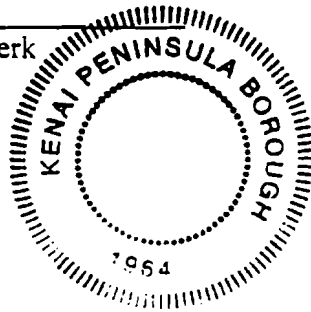
**SECTION 6.** That this ordinance shall take effect immediately upon its enactment.

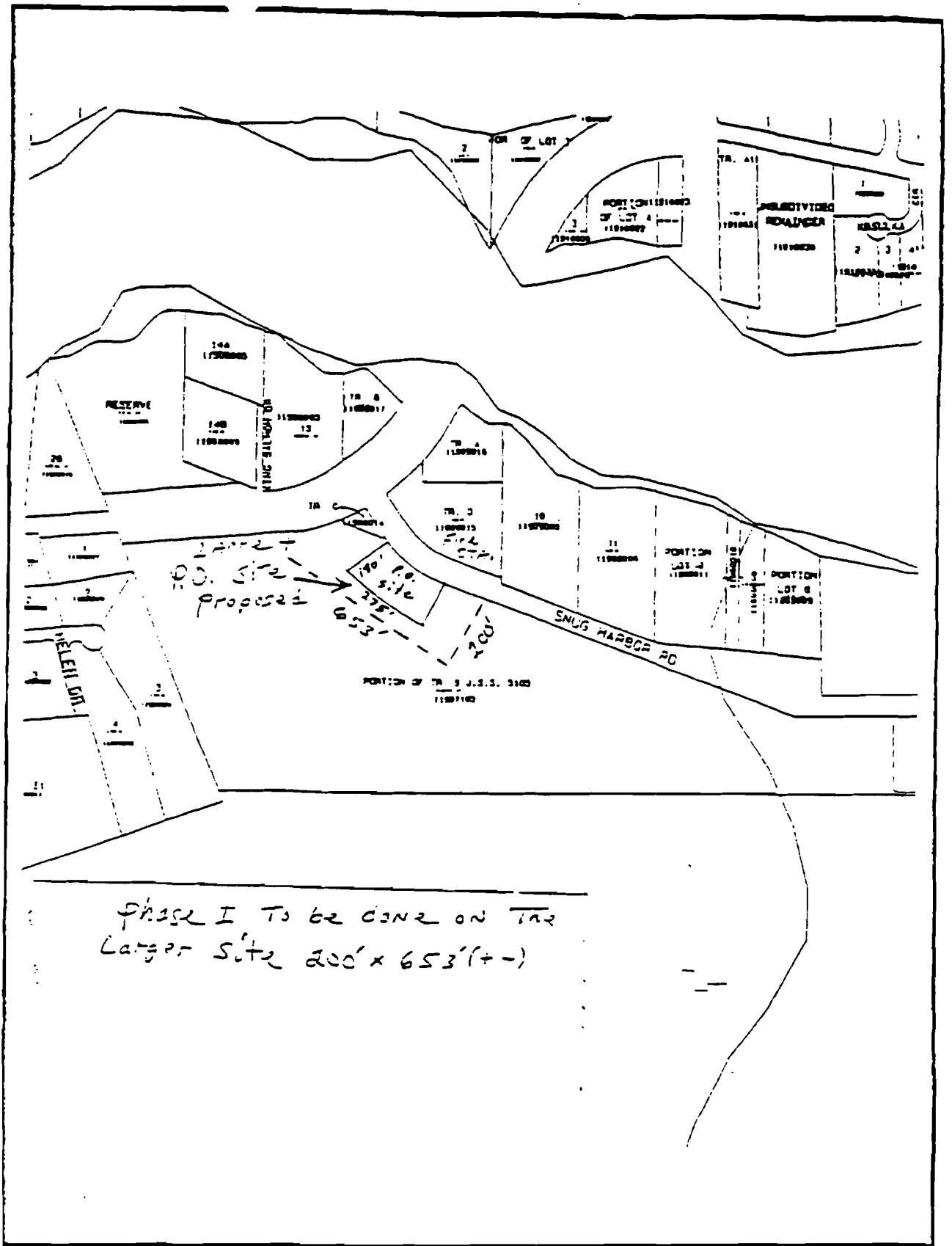
**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF NOVEMBER, 2001.**

  
Timothy Navarre, Assembly President

ATTEST:

  
Linda S. Murphy, Borough Clerk





PLANNER  
 May 25, 1999

Kenai Peninsula Borough

1"=520'

02001-37

Attachment A

## **KENAI PENINSULA BOROUGH REAL PROPERTY LEASE**

This LEASE WITH ASSIGNABLE OPTION TO PURCHASE (hereinafter "LEASE"), is made and entered into by and between the KENAI PENINSULA BOROUGH, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, (hereinafter "KPB"), and the United States Postal Service, whose address is 8055 E. Tufts Avenue, Suite 400, Denver, CO 80237-2881 (hereinafter "LESSEE" or "USPS").

### **I. PURPOSE OF LEASE**

The purpose of this lease is to provide a site for a new main post office in Cooper Landing, Alaska. The community of Cooper Landing, the USPS and KPB have agreed that the real property described below is the desired site for the Cooper Landing Post Office. The State of Alaska currently owns the site. However, KPB has a final decision from the State of Alaska which authorizes KPB to lease the site to USPS. The KPB will continue as lessor throughout the terms of the lease until it receives a patent deed from the State of Alaska making it the owner of the site.

The lease is structured so that once KPB owns the site, the USPS will assign the lease to its selected contractor, hereinafter referred to as "ASSIGNEE," who will then exercise the option to purchase the site and construct and maintain the new Cooper Landing Post Office in accordance with the USPS design requirements. NOTE: The Post Office structure may already be built by the time the KPB takes title to the land. The ASSIGNEE will ultimately lease same back to the USPS for a term of years.

### **II. DESCRIPTION OF PROPERTY AFFECTED**

The following parcel of real property situated in the Seward Recording District, Third Judicial District, State of Alaska, is described as:

A one acre +/- parcel located within Tract B, USS 5105, Section 28, T5N, R3W, Seward Recording District, Third Judicial District, State of Alaska and further described on map, Attachment A.

The real property described in this conveyance instrument is currently classified "Government". Government means land that may be or are required for use by a federal, state or local government entity. Such uses include existing and future school sites; sites for service area facilities; or, any governmental use

determined to be beneficial to the public. The use of the land for any other purpose, incompatible with governmental use, is prohibited until such time that the land is reclassified in accordance with Paragraph V.B.5.d. below.

### III. PARTIES TO LEASE

- A. Kenai Peninsula Borough (KPB) is the lessor.
- B. The United States Postal Service (USPS) is an independent establishment of the Executive Branch of the United States Government (39 U.S.C. 201). USPS is the "lessee," until it assigns its leasehold interest.
- C. ASSIGNEE is the new entity that will function as Assignee/Contractor/Optionee of the USPS once USPS assigns the lease.

### IV. TERMS AND CONDITIONS SPECIFIC TO LEASE BETWEEN USPS and KPB

- A. Lease Term. This lease is for a term of 6 years commencing \_\_\_\_\_, 2002 and terminating \_\_\_\_\_, 2008. There shall also be an additional five renewal option terms. These renewal option periods shall be for a term of five-years each. LESSEE shall notify KPB in writing of its desire to exercise the next available renewal option term at least 180 days prior to current lease term expiration.
- B. Lease Rental. The annual lease rental for the first six years of this lease is \$2,010.00, which is based on the appraised fair market value of this property. The annual lease rental for each of the five-year renewal option terms shall be determined by a fair market value appraisal as well. KPB Assessing Department shall appraise the property for the purpose of establishing the rental rate for each of the renewal option terms. Should the LESSEE dispute the value of KPB's fair market value appraisal, then both parties agree to equally share in the cost to perform a second fair market value appraisal of subject site by an independent fee appraiser that is acceptable to both parties. The value determined by this appraiser shall be binding on KPB and LESSEE. These appraisals will be performed on the subject site only, not to include any physical structures that are classified as "improvements". The first lease payment shall be due within 30 days of the execution of this lease agreement and each payment thereafter due on the anniversary date of this lease.
- C. Fire Protection. LESSEE shall comply with applicable laws regarding fire protection.

- D. Safety. LESSEE shall be solely responsible for maintaining the premises in a safe and fit condition, including without limitation snow and ice removal from all improvements and areas on the land developed or used for pedestrian traffic.
- E. Sanitation. LESSEE shall comply with applicable laws regarding sanitation.
- F. Compliance With Laws. To the extent required by law, LESSEE agrees to comply with all applicable federal and state laws.
- G. Inspections. LESSEE shall allow KPB, through its duly authorized representative, to enter and inspect the leased premises at any reasonable time, with advance notice to LESSEE, to ensure compliance with the terms and conditions of this lease. KPB's right to enter and inspect shall be exercised at KPB's sole discretion and the reservation or exercise of this right, and any related action or inaction by KPB, shall not in any way impose any obligation whatsoever upon KPB, and shall not be construed as a waiver of any rights of KPB under this agreement. This inspection by KPB shall not interfere with the operation of the Post Office.
- H. Indemnification and Liability Insurance. LESSEE, for the period prior to the conveyance by deed to the ASSIGNEE, hereby agrees to save harmless and indemnify the LESSOR from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from the use of said property by the Postal Service whenever such claims, loss, damage, actions, causes of action, expense, and/or liability arise from the negligent or wrongful act or omission by an employee while acting within the scope of his employment, under circumstances where the USPS, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred.
- I. Property Taxes. Provided the site is sub-divided by KPB and assigned appropriate taxing parcel identification numbers, LESSEE shall pay property taxes per the attached Tax Rider, "Reimbursement of Paid Taxes/98".
- J. Subleasing. LESSEE or ASSIGNEE may not sublease lands or any part thereof without approval of the mayor when applicable. Approval shall not be unreasonably withheld. A sublease shall be in writing and subject to the terms and conditions of the original lease.
- K. Cancellation. In the event of the occurrence of any condition or conditions which would give KPB the right to cancel this ground lease, KPB shall not have said right unless KPB shall have given written notice by registered mail of said occurrence to the LESSEE and to the assignee's mortgagee, if any, and shall have afforded the mortgagee not less than 60 days' opportunity or



such additional time as the owner shall allow, after such mailing of such notice, to cure the default by the tenant and the condition or conditions giving rise to said right or rights.

- L. Termination. Should the lease between the LESSEE and its ASSIGNEE terminate prior to the last day of the last aforementioned renewal term of this assignable ground lease, KPB hereby agrees that the Postal Service may remove its machines, trade fixtures, and similar equipment of the type commonly installed for the use of the operation of a postal facility even though they are attached to the floors, walls or roofs of the buildings, structures, or improvements, provided that they can be removed without structural or other damage to the buildings, structures, or improvements which cannot be repaired, and, provided further, that if such removal damages any part of the buildings, structures, and improvements, the USPS shall repair such damages and restore such buildings, structures, and improvements to as near as possible the condition the same were in at the time of the construction thereof with reasonable wear and tear from postal use and action of the elements expected.
- M. Violation. Violation of any of the terms of this lease by USPS shall be governed by paragraph VI(F) Claims and Disputes.
- N. Removal or Reversion of Improvement Upon Lease. Improvements on the property owned by LESSEE shall, within thirty calendar days after the termination of this lease agreement, shall be removed by LESSEE; provided such removal will not cause injury or damage to the land; and further provided that the Mayor, or Planning Director when applicable, may extend the time for removing such improvements in cases where hardship is proven.
- O. Resale. In the event that this Lease agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for sale, lease or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations. If said land is not immediately disposed of, then said land shall return to the Land Bank.
- P. Responsibility of Location. It shall be the responsibility of the LESSEE to properly locate itself and its improvements on the leased lands.
- Q. Entry by LESSEE for Inspection. The agents, employees or representatives of the USPS or of prospective Assignee's shall have the right, upon the execution of this agreement, subject to the use made of the premises by the owner, to enter upon said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the contemplated use of the premises. The USPS or each prospective Assignee, as the case may be, at its own expense shall promptly restore the

property of KPB as near as possible to its original condition in accordance with good engineering practice.

- R. Damage or destruction of improvements. If during the term or any renewal terms of the assignable lease, the buildings or improvements on, in or appurtenant to the demised premises at the commencement of the term or thereafter erected thereon or therein shall be destroyed or damaged in whole or part by fire or other cause, LESSEE/ASSIGNEE shall give to KPB immediate notice thereof, and LESSEE /ASSIGNEE shall promptly repair, replace and rebuild the same, at least to the extent of the value and as nearly as possible to the character of the buildings and improvements existing immediately prior to such occurrence; and KPB shall in no event be called upon to repair, replace or rebuild any such buildings or improvements. The LESSEE/ASSIGNEE shall continue to pay rent hereunder during the period said premises shall be damaged or destroyed.
- S. Non-Waiver Provision. The receipt of payment by KPB, regardless of KPB's knowledge of any breach by LESSEE, or of any default on the part of the LESSEE in observance or performance of any of the conditions or covenants of this agreement shall not be deemed to be a waiver of any provision of the agreement. The receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.

## V. TERMS AND CONDITIONS SPECIFIC TO ASSIGNMENT

- A. LESSEE may assign this lease. The Assignee shall be subject to and governed by the provisions of this agreement and the laws and regulations applicable thereto.
- B. Option to Purchase. KPB grants an option to purchase the above-described property upon the following terms and conditions.
1. The option to purchase may be exercised at such time that the KPB receives a Patent deed to the above-described subject property. The KPB shall provide LESSEE/ASSIGNEE with written notice, either in person or via certified mail, return receipt requested of its receipt of such patent deed, within 120 days of receipt. Such written notice shall be provided to all parties designated to receive notice on behalf of LESSEE/ASSIGNEE in accordance with paragraph VI(B) of this agreement. If delivery is by certified mail, the date of delivery shall be the date of mailing, postage prepaid, to LESSEE/ASSIGNEE. In the event KPB fails to provide timely

notice, the LESSEE shall be entitled to damages in the amount of USPS' rent payments due for each month that the notice is untimely.

2. Assignee shall exercise the option to purchase by delivering to KPB, to the Borough Mayor's attention, signed written notice that assignee is exercising the option. Delivery of such notice may be by certified mail or in person. If by certified mail, the date of delivery shall be the date of mailing, postage prepaid, to the KPB. To be eligible to exercise this option, LESSEE/ASSIGNEE must have been current in the lease payments and any other legally required amounts due to the KPB.
3. This option to purchase will expire if not exercised within one (1) year following the date notice of the KPB's receipt of patent is delivered to LESSEE/ASSIGNEE as provided above.
4. In the event the option expires, the lease shall continue in full force until terminated pursuant to paragraph IV(M) of this lease.
5. Assignee may purchase the subject land at the then current appraised value of the land. For purposes of determining purchase price, appraised value shall not include any physical structures added by LESSEE that are normally classified as "improvements" by the KPB assessing department. Said purchase shall be made by payment in full of the purchase price within thirty days of the final appraised value determination, as described below. Any unused pro rata portion of the annual lease payment remaining at the time of closing shall be retained by LESSOR and credited against the purchase price.
  - a. For purposes of establishing the purchase price, the appraised value of subject property shall be determined by a fair market value appraisal, the cost of which shall be shared equally between the parties. The value determined by this appraiser shall be binding on KPB and LESSEE/ASSIGNEE. These appraisals will be performed on the subject site only, not to include any physical structures that are classified as "improvements".
  - b. This sale shall be closed, and the Deed shall be delivered on or before ninety days following the date LESSEE/ASSIGNEE shall provide KPB with the notice exercising his option to buy.
  - c. Recording fees, escrow closing fees, or any other fees necessary to the proper closing of this transaction shall be paid by each party as appropriate to custom in the area. Each party shall bear its own attorney's fees.

- d. It is acknowledged and agreed that title shall be conveyed by quit claim deed. It is understood by the parties that pursuant to KPB Assembly ordinance 2001-37 said quitclaim deed shall contain restrictions that restrict the use of the land to those allowed in the government classification [KPB 17.10.080 (k) (8)], and the restriction in Ordinance 2001-37 that the land be used only as a main post office for Cooper Landing, and prohibit the use of the land for any other purpose, as mandated by KPB 17.10.130 (D). The parties mutually understand that the Kenai Peninsula Borough administration shall make an expedited good faith effort to remove the government classification and post office use deed restrictions. It is agreed that if the borough administration is unsuccessful in its request that the assembly remove the deed restrictions the USPS may terminate this agreement.
- e. Should LESSEE/ASSIGNEE exercise the option to purchase provided by this agreement, LESSEE/ASSIGNEE shall purchase the property "AS IS," with no warranties either express or implied as to the condition of the property.

- C. Development Plan. Subsequent to execution of this lease between the parties, and prior to commencement of development of the site, LESSEE/ASSIGNEE shall submit a development plan, which shall disclose the use, nature of improvements and a development and construction timetable. The Development Plan will specify that the building will be constructed to USPS specifications.
- D. USPS Right to Terminate. KPB hereby agrees that if, within 24 months from the date hereof, the USPS is unsuccessful in its efforts to obtain a responsible ASSIGNEE to construct a postal facility on the demised premises and lease same to said USPS then this ground lease shall thereupon be terminated and of no further force and effect, unless extended in writing by both KPB and the USPS.
- E. Time Frame to Implement Development Plan. It is mutually agreed that ASSIGNEE shall commence construction of a postal facility on said premises within 180 days after the date this lease is assigned to the ASSIGNEE, weather conditions permitting.
- F. Payment of Taxes. By acceptance of the assignment of this lease, the ASSIGNEE agrees to pay, in addition to the rents provided herein, all municipal, county, and state taxes, all assessments of every kind and character, general or special water and sewer rents or rates, electric and gas charges and all license fees or charges that may be properly levied or assessed against the demised premises or the buildings or improvements thereon from and during the lease term and any renewal terms herein.

- G. **Assignee Indemnification and Liability Insurance.** The ASSIGNEE agrees, by accepting the assignment of this lease, to hold KPB harmless for any claim for damages for personal injury or for property damage during the period of construction of the postal facility, and also during the existence of this lease. In addition, the ASSIGNEE agrees to keep the premises insured with a reputable company at all times during the existence of this lease with a minimum amount of \$1,000,000 per occurrence for public liability, and \$10,000.00 for property damage.
- H. **Assignee Compliance with Law.** ASSIGNEE agrees to comply with all federal, state, county, and municipal regulations, ordinances or rules that may apply to construction on the demised premises, and the use thereof.

## **VI. TERMS AND CONDITIONS APPLICABLE TO ALL PARTIES**

- A. **Environmental Laws.** LESSOR, LESSEE, and ASSIGNEE agree to comply with all applicable environmental laws. To the best of LESSOR'S knowledge, that as of the date of this lease except as specifically identified herein, the property is free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law, and there are no under ground storage tanks or associated piping on the property.
- B. **Notice.** All notices shall be sent to both parties as follows:

**LESSOR**  
 KENAI PENINSULA BOROUGH  
 Planning Director  
 144 N. Binkley  
 Soldotna, AK 99669-7599

**LESSEE**  
 UNITED STATES POSTAL SERVICE  
 C/O Real Estate Contracting Officer  
 8055 E Tufts Avenue Suite 400  
 Denver, CO. 80237-2881

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

- C. **Responsibility of Location.** It shall be the responsibility of the LESSEE to properly locate its self and its improvements on the leased lands.

- D. Liens and Mortgages. The following terms of this paragraph do not apply to the LESSEE, but do apply to its ASSIGNEE. ASSIGNEE shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease, except in connection with financing transactions as discussed below. In the event that any prohibited lien is placed against the property, ASSIGNEE shall cause the lien to be released. For the purpose of interim permanent financing or improvements to be placed upon the leased property, and for no other purpose, ASSIGNEE, after giving written notice thereof to KPBP, may encumber by mortgage, deed of trust, assignment or other appropriate instrument, LESSEE's interest in the leased premises and in and to this Lease, provided such encumbrance pertains only to such leasehold interest and does not pertain to or create any interest in KPBP's title to or interest leased property.
- E. Termination By Lessee For Failure To Obtain Permit. The parties hereby agree that LESSEE this agreement is subject to and conditioned upon the Lessee obtaining a wetlands permit from the Department of Army, U.S. Army Corps of Engineers. If for any reason, the LESSEE is unable to obtain a permit, this agreement is terminated without liability to the LESSEE and each party is responsible for its own costs.
- F. Claims and Disputes. This agreement is subject to the Contract Disputes Act of 1978 (41 U.S.C. §§601-13, the "CDA"). Except as provided for in the CDA, all disputes arising under or relating to this Agreement between the USPS and KPBP must be resolved under the provisions of and in accordance with the CDA and implementing regulations of the USPS.
- Claims and disputes between the Assignee and KPBP not involving the USPS shall be governed by Alaska law and filed in the trial courts of Alaska at Kenai, Third Judicial District.
- G. Savings Clause. Should any provision of this Lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this Lease or constitute any cause of action in favor of either party as against the other.
- H. Binding Effect. It is agreed that all covenants, terms and conditions of this agreement shall be binding upon the successors, heirs and assigns of the original parties hereto.
- I. Full and Final Agreement. This agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This agreement may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. LESSEE avers and warrants

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

J. KPB and Lessee warrant that the person executing this agreement is authorized to do so on behalf of the respective party.

UNITED STATES POSTAL SERVICE

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Vance R. Bennett  
Contracting Officer  
Dated: \_\_\_\_\_

*Dale L. Bagley*  
\_\_\_\_\_  
Dale L. Bagley  
Mayor  
Dated: 4/17/02

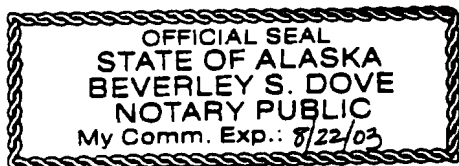
ATTEST:

\_\_\_\_\_  
Linda S. Murphy  
Borough Clerk

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT         )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2002, by Dale L. Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.



*Beverley S. Dove*  
\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: August 22, 2003

NOTARY ACKNOWLEDGMENT

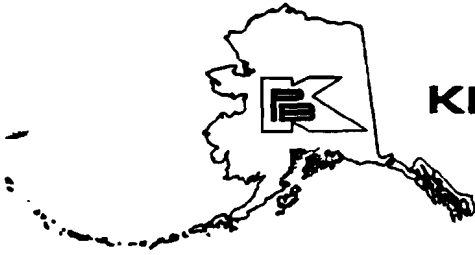
STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by Vance R. Bennett, Contracting Officer on behalf of the United States Postal Service.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Return to: Kenai Peninsula Borough  
Land Management Division  
144 N. Binkley Street  
Soldotna, AK 99669





## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

TO: Timothy Navarre, Assembly President  
Kenai Peninsula Borough Assembly Members

THRU: Dale Bagley, Borough Mayor *DB*

FROM: Bob Bright, Planning Director *RGB*

DATE: May 16, 2002

SUBJECT: Ordinance 2002-18; Authorizing Removal of Restrictions on the Land Leased with Option to Purchase to the United States Postal Service in Cooper Landing for a New Main Post Office.

The Planning Commission conducted a public hearing for the subject ordinance during their regularly scheduled May 13, 2002 meeting. No one testified during the hearing.

A motion to recommend enactment of Ordinance 2002-18 passed by unanimous consent.

Minutes of the pertinent portion of the May 13 meeting are attached.

**AGENDA ITEM F. PUBLIC HEARINGS**

5. Ordinance 2002-18; Authorizing Removal of Restrictions on the Land Leased with Option to Purchase to the United States Postal Service in Cooper Landing for a New Main Post Office.

**STAFF REPORT**

PC Meeting: 5-13-02

The Kenai Peninsula Borough (KPB) has entered into a lease pursuant to Ordinance 2001-37 with the United States Postal Service (USPS) of a one-acre parcel within Tract B, USS 5105, Section 28, T5N, R3W, S.M., Alaska at the intersection of the Sterling Highway and Snug Harbor Road for a new main post office. The lease site is within land that the Cooper Landing Land Use Plan recommends for centralized public facilities. The land is classified as government.

Section 3 of Ordinance 2001-37 requires that the lease and sale documents must contain restrictions requiring that the land be used for a main post office for the Cooper Landing community. The lease also contains the KPB 17.10.130(D) restriction that restricts use of the site to its government classification. The USPS requests that these restrictions be removed from the lease and not be required for the sale documents.

The USPS uses an Assignable Option to Purchase to solicit a contractor to construct the new post office. The KPB lease with the USPS is written to accomplish the Postal Service's methodology of marketing an option agreement. The USPS will assign the lease to its selected contractor who will construct and maintain the new Cooper Landing Post Office in accordance with the USPS design requirements. The contractor as assignee to the lease will exercise the option to purchase the site when the KPB receives its patent deed to the site from the State of Alaska.

The contractor/assignee relies on the residual value of the building and land at the termination of its relationship with the USPS to recoup part of its investment. It will be difficult for the USPS to market its Assignable Option to Purchase if the contractor/assignee cannot put the site to another productive use due to development and use restrictions placed on the site by the KPB.

Ordinance 2002-18 revokes the requirement contained in Section 3 of Ordinance 2001-37 that requires that the lease and sale documents must contain restrictions requiring that the land be used for a main post office for the Cooper Landing community. The ordinance also authorizes an exception pursuant to KPB 17.10.230 to the requirements of KPB Chapter 17.10.130(D) that conveyance instruments restrict the use of the site to its government classification.

**END OF STAFF REPORT**

Verbal staff report by Max Best.

PC Meeting: 5-13-02

Mr. Best commented about the difficulty of working out the subject lease in accordance with two governmental agencies' requirements. Borough land must be classified and deed restrictions determined before land can be disposed. Due to their current marketing procedures, the U.S. Postal Service typically does not own property anymore. They lease property from a contractor who purchases and develops property and constructs the postal facility in accordance with Postal Service direction. The leases are generally 25 years with two 5-year renewals. The Postal Service plans to lease the Cooper Landing facility for approximately 50 years.

The intent is to remove restrictions from the property so the contractor could sell the facility when the lease terminates and not be limited to the property only being a post office and only being government. The Postal Service believed it would be very difficult to find a contractor willing to abide by the current restrictions on the property since it limited future marketability. The Postal Service asked staff to remove the deed restrictions, which would facilitate marketing the property to a private individual.

**END OF VERBAL STAFF REPORT**

Chairman Hammelman opened the public hearing for comment. Seeing and hearing no one wishing to comment, Chairman Hammelman closed the public hearing and opened discussion among the Commission.

**MOTION:** Commissioner Troeger moved, seconded by Commissioner Martin to recommend enactment of

Ordinance 2002-18: Authorizing Removal of Restrictions on the Land Leased with Option to Purchase to the United States Postal Service in Cooper Landing for a New Main Post Office.

Vice Chairman Bryson asked if the property was proposed to be transferred at fair market value. Mr. Best replied that the State of Alaska still owned the property. Prior to a survey and patent conveyance, the parcel will be leased to the Post Office who will in turn be assigning the lease to the contractor. The Postal Service has paid their first lease payment, which was set at fair market lease rate. At the time of sale, the property will be sold at fair market value.

Commissioner Johnson understood the classification would be removed from the property. He asked if the property would be reclassified like the adjacent parcels. Mr. Best replied the land would still be classified as government, but the deed restrictions would be removed.

**VOTE:** The motion passed by unanimous consent.

HAMMELMAN YES	BRYSON YES	BOSCACCI ABSENT	CLARK YES	HOHL YES	JOHNSON YES
MARTIN YES	PETERSEN YES	SMITH ABSENT	TAURIAINEN YES	TROEGER YES	NINE YES TWO ABSENT

Introduced by: Mayor  
 Date: 05/07/02  
 Hearing: 05/21/02, 06/04/02  
 Action:  
 Vote:

**KENAI PENINSULA BOROUGH  
 ORDINANCE 2002-19**

**AN ORDINANCE APPROPRIATING FUNDS FOR FISCAL YEAR 2002-2003**

**WHEREAS,** Alaska Statutes 29.35.100 and the Borough Code of Ordinances 05.04.020 require that the Mayor present a budget proposal to the Assembly for the next fiscal year during or prior to the eighth week preceding the first day of the fiscal year; and

**WHEREAS,** the Assembly is empowered to make appropriations for the General Fund, the Special Revenue Funds, the Debt Service Funds, the Capital Projects Funds, the Enterprise Funds, and the Internal Service Funds of the Borough; and

**WHEREAS,** Resolution 2002-047 approved a total school budget of \$89,917,829 and established that up to \$30,720,602 (\$24,592,445 local effort and \$6,128,157 in-kind services) be provided from local sources for school purposes; and

**WHEREAS,** the Assembly is required by KPB 5.04.021 to introduce an ordinance at the May 7, 2002 meeting appropriating the amount to be made available from local sources for school purposes, and by AS 14.14.060 to enact such ordinance by June 30;

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

**SECTION 1.** That \$52,139,957 is appropriated in the General Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003 as follows:

General Government Operations	\$11,736,111
Transfer to School District for Operations and In-kind Services	30,720,602
Transfer to School Debt Service	2,884,520
Transfer to Special Revenue Funds:	
Solid Waste	3,304,519
Disaster Relief	50,000
Kenai River Center	321,291
Nikiski Senior Service Area	26,425
Transfer to Capital Projects Funds:	
School Revenue	2,000,000
911 Communication	189,789
Solid Waste	196,700
General Government	710,000

**SECTION 2.** The following is appropriated to the school fund from local sources for operations purposes and in-kind services:

A.	Local Effort	\$24,592,445
B.	Maintenance	5,105,466
C.	School District Utilities	45,500
D.	School District Insurance	879,790
E.	School District Audit	26,000
F.	Custodial Services	<u>71,401</u>
Total Local Contribution per AS 14.17.410		<u>\$30,720,602</u>

**SECTION 3.** Disbursements from Section 2 item (A) shall be made monthly, and only as needed to supplement other revenues available and received by the school district to fund the operations portion of the school district budget. Any available balance remaining at the end of the fiscal year shall then be disbursed to the school district, provided that the total amount disbursed shall not exceed the amount allowed under AS 14.17.410 as determined after actual enrollment numbers are known.

**SECTION 4.** That the appropriations for the Special Revenue Funds for the fiscal year beginning July 1, 2002 and ending June 30, 2003 are as follows:

Nikiski Fire Service Area	\$2,787,872
Bear Creek Fire Service Area	201,401
Anchor Point Fire and Emergency Medical Service Area	242,550
Central Emergency Service Area	3,989,049
Kachemak Emergency Service Area	377,780
Central Peninsula Emergency Medical Service Area	143,035
North Peninsula Recreation Service Area	1,408,119
Kenai Peninsula Borough Road Service Area	2,954,028
Kenai Peninsula Borough Engineer's Estimate Fund	50,000
Post-Secondary Education	377,347
Land Trust	638,025
Kenai River Fund	399,935
Disaster Relief	56,157
Underground Storage Tank Removal and Upgrade	2,430
Nikiski Senior Service Area	173,309
Solid Waste	4,343,326

**SECTION 5.** That \$2,884,520 is appropriated in the School Debt Service Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003.

**SECTION 6.** That \$377,075 is appropriated in the North Peninsula Recreation Debt Service Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003.

**SECTION 7.** That appropriations for the Capital Projects Funds for the fiscal year beginning July 1, 2002 and ending June 30, 2003 are as follows:

School Revenue	\$2,000,000
General Government	710,000
Solid Waste	196,700
911 Communication	189,789
Service Areas:	
Nikiski Fire	414,000
Road	350,000
Bear Creek Fire	353,000
Central Emergency	284,500
Kachemak Emergency	30,000
North Peninsula Recreation	50,000

**SECTION 8.** That appropriations for the Enterprise Funds for the fiscal year beginning July 1, 2002 and ending June 30, 2003 are as follows:

Central Kenai Peninsula Hospital	\$4,457,785
South Peninsula Hospital	2,650,797

**SECTION 9.** That appropriations for the Internal Service Funds for the fiscal year beginning July 1, 2002 and ending June 30, 2003 are as follows:

Insurance and Litigation	\$1,681,307
Equipment Replacement	545,590

**SECTION 10.** That the 2002-2003 budget of the Kenai Peninsula Borough, as submitted to the Assembly on May 7, 2002, is incorporated as a part of this ordinance to establish the appropriations assigned to the various departments and accounts and the positions authorized therein.

**SECTION 11.** That funds reserved for outstanding encumbrances as of June 30, 2002 are reappropriated for the fiscal year beginning July 1, 2002 and ending June 30, 2003.

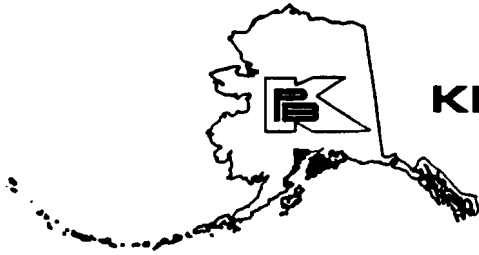
**SECTION 12.** That this ordinance takes effect at 12:01 a.m. on July 1, 2002.

**ENACTED BY THE KENAI PENINSULA BOROUGH ASSEMBLY THIS 4TH DAY OF JUNE, 2002.**

\_\_\_\_\_  
Timothy Navarre, Assembly President

ATTEST:

\_\_\_\_\_  
Linda S. Murphy, Borough Clerk



## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

**TO:** Timothy Navarre, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Dale Bagley, Mayor *DB*

**FROM:** Jeffrey Sinz, Finance Director *JS*

**DATE:** May 7, 2002

**SUBJECT:** Ordinance 2002-19 Appropriating Funds for Fiscal Year 2002-2003

Ordinance 2002-19-01 appropriates the money necessary to fund the borough's annual budget for fiscal year 2002-2003 (FY03). The amounts included in the ordinance correspond with those appearing in the FY03 Kenai Peninsula Borough budget as presented to the assembly on May 7, 2002.

The ordinance includes the local funding and in-kind services necessary to support the FY03 school district budget. That amount of the appropriation corresponds with the school district proposed budget presented to the assembly on April 16, 2002 and approved by the assembly through the adoption of Resolution 2002-047 on April 16, 2002.

Public hearing on May 21, 2002 and on June 4, 2002 are requested.

Introduced by: Martin  
Date: 05/21/02  
Hearings: 06/04/02, 06/18/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-21**

**AN ORDINANCE ESTABLISHING THE ANCHOR POINT PORT AND HARBOR  
SERVICE AREA FOR A FEASIBILITY STUDY AND POTENTIAL CONSTRUCTION  
AND MAINTENANCE OF A PORT AND HARBOR AND PROVIDING FOR AN  
ELECTED BOARD**

**WHEREAS**, on March 11, 2002, the borough clerk certified a petition to establish a service area in the Anchor Point area to provide port and harbor services; and

**WHEREAS**, pursuant to the requirements of KP.B 16.04.030, the mayor submitted a survey and report to the assembly concerning the need for and estimated cost of the service area on April 4, 2002; and

**WHEREAS**, a committee of the assembly held a hearing within the proposed service area boundaries at the Anchor Point Senior Citizen Center on May 8, 2002; and

**WHEREAS**, the assembly finds it is desirable to form a service area to facilitate a feasibility study regarding construction, maintenance, and operation of a harbor or other boat launch facility in Anchor Point and to potentially construct, maintain, and operate such a facility, depending on the feasibility study results; and

**WHEREAS**, the assembly finds that such services can best be provided by the establishment of a service area of the borough and cannot, consistent with the purposes of Article X of the Constitution of the State of Alaska, be provided by an existing service area, by annexation to a city, or by incorporation as a city; and

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

**SECTION 1.** That KP.B Chapter 16.65 is hereby enacted to read as follows:

**16.65.010. Established—Boundaries.**

There is hereby established pursuant to AS 29.63.090 a service area within the borough designated the "Anchor Point Port and Harbor Service Area" including that portion of the borough described as follows:



All of the following referenced to the Seward Meridian, Alaska:

All uplands of T3S, R14W, excepting therefrom those portions of Section 4, 5, 6, and 7 lying northwesterly of the thread of Happy Creek;

All uplands of T3S, R15W;

All of T4S, R14W;

All uplands of T4S, R15W;

All of T5S, R14W, excepting therefrom all sections and portions of sections lying southerly and southeasterly of the following described line: beginning at the point of intersection of the range line common to T5S, R13W and R14W and the thread of Anchor River;

Thence southwesterly along the thread of Anchor River to the point of intersection with the line common to Sections 28 and 29;

Thence south along said common line and continuing along the line common to Sections 32 and 33 to the north 1/16th corner common to said Sections 32 and 33;

Thence west along the north 1/16th line through Section 32 and continuing through Section 31 to the north 1/16th corner of Section 31 on the range line common to T5S, R15W, excepting therefrom those portions of Sections 35 and 36 lying southerly of the north 1/16 line of said Sections 35 and 36; all being within the Anchor Point voting precinct.

**16.65.020. Mill levy.**

A mill rate may be levied on taxable property in the service area to fund the services provided by the service area. No mill levy in excess of 0.1 mills shall be levied on behalf of the service area unless an increase is approved by a majority of the voters at an election within the service area.

**16.65.030. Board of directors.**

There is established a board of directors for the Anchor Point Port and Harbor Service Area composed of five members who shall be nominated and elected by the qualified voters of the service area as provided in Sections 4.08.020(D) and 16.04.065 of this code.

**16.65.040. Board—Meetings—Quorum.**

The board shall meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chairman of the board or by any two members upon one day's notice thereof published in a newspaper having general distribution within the service area. The notice shall set forth the time and place of the meeting and shall be mailed or telephoned to each board member. The attendance of a board member at a

meeting constitutes a waiver of notice of the meeting. All meetings are open to the public as provided in AS 29.20.020 and AS 44.62.310 and in accordance with the policies set forth in AS 44.62.312. Three board members shall constitute a quorum; however, any action shall require the affirmative vote of three board members.

**16.65.050. Board—Election of officers.**

At the first regular meeting following certification of the election by the assembly, and annually thereafter, the board shall elect by majority vote of the board members and from the board members a chairman and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

**16.65.060. Board—Term of office.**

A member of the board of directors shall be elected for a term of three years and shall serve thereafter until a successor has been elected, qualified, and sworn to assume the duties of the office, except that the first board shall contain members elected for lesser periods as designated in the documents setting up the election to provide for staggered terms.

**16.65.070. Board—Vacancies—Created when.**

Vacancies on the board are created upon declaration of vacancy by the board if a member:

- A. Fails to qualify or take office within 30 days after his election or appointment;
- B. Is physically absent from or does not reside in the service area for a 90-day period, unless excused by the board;
- C. Resigns and his resignation is accepted;
- D. Is physically or mentally unable to perform the duties of his office;
- E. Is removed from office;
- F. Misses three consecutive regular meetings unless excused;
- G. Is convicted of a felony or of an offense involving a violation of his oath of office.

**16.65.080. Board—Vacancies—Filling.**

Vacancies on the board shall be filled by a majority vote of the remaining board until the next general election of the borough at which a new member shall be elected to fill the unexpired term or for a three-year term of no unexpired term remains.

**16.65.090. Board—Powers and duties.**

The board of directors of the service area, subject to assembly approval and appropriation of funds and the provisions of KPB 16.04.001, shall to the extent practical, cooperate with the Corps of Engineers and any other appropriate agency or organization to fund and conduct a reconnaissance study investigating the feasibility of providing port, harbor, boat launch, or other facilities to provide water access and navigation improvements in the vicinity of Anchor Point. The board shall also provide for port and harbor services within the service area and may construct, operate, and maintain facilities to provide such services. The board shall advise the mayor and the assembly concerning the administration and operation of the service area. The board shall promptly furnish accurate and complete copies of minutes of all board meetings to the mayor and assembly.

**SECTION 2.** That the following proposition shall be placed before the voters of the Anchor Point Port and Harbor Service Area at the next regular borough election to be held October 1, 2002:

PROPOSITION

Do you approve the exercise of powers necessary to provide port and harbor services within the Anchor Point Port and Harbor Service Area established by Kenai Peninsula Borough Ordinance 2002-\_\_\_?

\_\_\_ Yes

\_\_\_ No

**SECTION 3.** That Sections 2 and 3 of this ordinance take effect immediately upon enactment of this ordinance. Section 1 shall take effect upon approval of the proposition in Section 2 by the majority of voters in the service area voting on the proposition at the regular borough election to be held on October 1, 2002, and upon the date the October 1, 2002, election is certified by the borough assembly or the date the U.S. Department of Justice issues its nonobjection to preclearance, whichever is later. If the U.S. Department of Justice does not issue a nonobjection to preclearance, the effective date shall be 60 days from the date of receipt of the ballot proposition for preclearance by the U.S. Department of Justice or the date of the certification of the election results, whichever is later. If an objection is imposed by the U.S. Department of Justice, the ordinance shall not be effective until the objection is resolved.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \*, 2002.**

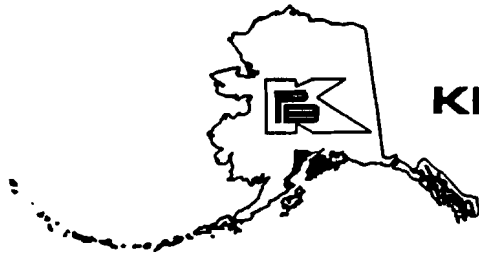
---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk




## KENAI PENINSULA BOROUGH

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

### MEMORANDUM

DALE BAGLEY  
MAYOR

**TO:** Timothy Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Milli Martin, Assembly Member 

**DATE:** May 9, 2002

**SUBJECT:** Ordinance 2002-21, establishing an Anchor Point Port and Harbor Service Area

The accompanying ordinance is introduced following the public hearing held May 8, 2002, at the Anchor Point Senior Citizens Center. Many people attended the hearing and testified both in favor and in opposition to the formation of a port and harbor service area. The majority of those testifying supported the concept of conducting a feasibility study to determine whether or not construction of a port or other boat launch facility in the Anchor Point area would be feasible.

As described in the accompanying preliminary fact sheet from the Corps of Engineers and in the mayor's report which was provided to the assembly on April 4, 2002, the Corps of Engineers is willing to contribute significant funds to help cover the cost of a feasibility study. The proposed service area would work to obtain additional funding from federal and possibly state agencies to fund the balance of the amounts necessary for the feasibility study to be completed.

The proposed 0.1 maximum mill levy would generate approximately \$12,871 per year in tax revenue. These funds are intended solely to support administrative costs incurred by the service area board in its efforts to raise funding for the feasibility study. It is anticipated that if the feasibility study concludes that a port or harbor in the proposed area would not be feasible, then the service area board would request that the assembly dissolve the service area. Otherwise, the board would then pursue funding for the construction and maintenance of the facility deemed feasible according to the study. Your support of this ordinance would be appreciated.

**PROPOSED ANCHOR POINT**  
**PORT/HARBOR SERVICE AREA**  
**FACT SHEET**

- **UP TO 10,000 ESTIMATED ANCHOR POINT BEACH (APPROX. 30/DAY)/DEEP CREEK (APPROX. 65/DAY) LAUNCHES PER SUMMER SEASON**
  - 60% CHARTER**
  - 40% RECREATIONAL**
  - UP TO 100 ESTIMATED DAILY CHARTER/RECREATIONAL LAUNCHES IN HOMER PER SUMMER SEASON**
  
- **HUMAN SAFETY AND INCREASED AREA INDUSTRY IDENTIFIED AS AMONG THE MAIN REASONS FOR INTEREST IN PORT/HARBOR**
  
- **PORT/HARBOR FEASIBILITY STUDY COST: \$1,035,000**
  - CORPS OF ENGINEERS HAVE SECURED 50% OF FUNDS**
  - \$50,000 2001 APPROPRIATION FROM SEN. STEVENS**
  - LOCAL GOVERNING ENTITY (SVC.AREA?) RESPONSIBLE FOR BALANCE**
  
- **IF SVC. AREA FORMED, COMMUNITY RIVERS PLANNING COALITION REQUESTS THAT THE BOROUGH SECURE FEDERAL FUNDS FOR BALANCE OF FEASIBILITY STUDY**
  
- **SERVICE AREAS ARE TYPICALLY RESPONSIBLE FOR: EXPENSES RELATED TO PROVIDING THE AUTHORIZED SERVICE FOR THE SERVICE AREA, ACQUIRING NECESSARY FACILITIES, PREPARING MINUTES FROM BOARD MEETINGS, COPYING, PRINTING AND OTHER OFFICE EXPENSES. THESE FUNDS TYPICALLY COME FROM SVC. AREA TAXES**
  
- **ANCHOR POINT COMMUNITY HAS STATED A PREFERENCE THAT SERVICE AREA BE FORMED WITHOUT THE USE OF TAXES, BUT INSTEAD THROUGH GRANTS AND USER FEES**
  
- **CORPS OF ENGINEERS RECONNAISSANCE STUDY FAVORS A FEASIBILITY STUDY FOR A PROTECTED BOAT LAUNCH RATHER THAN THE PORT/HARBOR OPTION**
  
- **CORPS OF ENGINEERS WOULD NOT CONTINUE WITH FEASIBILITY STUDY PHASE UNLESS ANCHOR POINT COMMUNITY DECIDES TO CREATE SVC. AREA**
  
- **SERVICE AREA MUST BE IN PLACE WHEN FEASIBILITY STUDY IS COMPLETED AND BE ABLE TO DEMONSTRATE ITS FINANCIAL CAPABILITY TO OPERATE AND MAINTAIN THE HARBOR**
  
- **ACCORDING TO CORPS OF ENGINEERS, FEASIBILITY STUDY COULD TAKE 2-3 YEARS TO COMPLETE**

Some Fact Sheet information gathered from unofficial sources

**Preliminary Fact Sheet**  
**Anchor Point Navigation Improvement Reconnaissance Study**  
**May 8, 2002**

**Purpose:** The purpose of this fact sheet is to provide a summary of the progress and preliminary conclusions of the reconnaissance study investigating the feasibility to provide navigation improvements in the vicinity of Anchor Point, Alaska.

**Project Status:** Currently the initial product of the reconnaissance study, a 905(b) Report, is in draft status and is currently undergoing an internal review at the Corps of Engineers Alaska District office. Once internal review is completed a copy of the report will be provided to Anchor Point for comment.

The purpose of the 905(b) is to recommend whether there is Federal interest in continuing with a more detailed feasibility level study of the proposed project and to identify a legal cost-sharing partner for the feasibility study.

**Issue Effecting Initiation of Feasibility Study:** Currently there is no legal cost-sharing partner for the feasibility phase. A service area could serve as a legal cost-sharing partner in the project and would provide funds for operation and maintenance of the harbor facilities through taxes.

**Summary of Report:** At this time, recommendations and information summarized below are preliminary in nature pending completion of internal review.

**Alternative Plans Considered:** Two alternatives were considered for this study, a small boat harbor or protected boat launch facility in the vicinity of Anchor Point. Possible project sites include an area approximately 0.75 miles south of the mouth of the Anchor River and at Cape Starichkof located approximately 8 miles north of Anchor Point and south of Stariski Creek.

The boat launch facility would be a ramp of articulated concrete design and protected by a breakwater to the south. Use of the facility would be limited to approximately 50 percent of the time due to the tidal cycles present in Cook Inlet.

A harbor would provide space for permanent and transient moorage and would be protected by two angled breakwaters and a dredged entrance channel and maneuvering basin. The harbor would be accessible under all tidal conditions.

**Economic Analysis of Project Benefits:** Preliminary benefits of navigation improvements were determined based on discussions with the residents of Anchor Point, operators of the trailer launch services, commercial fishing associations, Alaska Department of Fish and Game fishery resource managers, and by updating information in previous Alaska District navigation improvement studies for Anchor Point.

Potential benefits to harbor expansion at Anchor Point are primarily related to vessel operating cost savings for existing charter and recreation vessels that use the halibut fishing grounds located near Anchor Point. Minor benefits associated with commercial fishing operations for salmon were identified. No benefits for subsistence fisheries were identified since subsistence fishing occurs in areas south of Anchor Point.

**Project Costs:** Initial construction costs of constructing a protected boat launch facility are estimated to be \$5.1 million. Initial construction costs of a 99-vessel boat harbor are estimated to be \$15.5 million.

**Economic Justification:** For a project to be economically justified the benefit-to-cost ratio must be at least 1.0. The benefit-to-cost ratio for construction of a protected boat launch facility ranges from 1.2 to 1.5 and would be marginally justified. The benefit-to-cost ratio for the 99-vessel boat harbor ranges from 0.5 to 0.6 and would be less likely to be economically justified.

**Recommendations:** Further study to determine the feasibility of providing navigation improvements at Anchor Point, Alaska is recommended dependant upon the success in establishing a service area. Without the establishment of a service area there is no legal cost-sharing partner for the feasibility phase. Further study is not recommended if a service area is not established in Anchor Point. A study could proceed if the Kenai Peninsula Borough or the State of Alaska, Department of Transportation and Public Facilities, agreed to be the local sponsor.

**Feasibility Cost Estimate:** The cost of conducting the feasibility study is approximated to be slightly over \$1,000,000. The feasibility study is cost shared equally between the Federal government and the local sponsor. The local sponsor's share can be in cash and/or in-kind services required for the feasibility study. A feasibility study with an Environmental Impact Statement analysis would require about 3 years to complete.

**Issues That May Negate Project Benefits Upon Further Study:** During the feasibility analysis it is possible that more detailed study may find the project to be not feasible to construct. Issues of concern for this project include:

- Prohibitive costs of constructing protective breakwaters suitable to withstand conditions present in Cook Inlet
- Initial dredging at either proposed site is estimated to be significant with requirements for costly maintenance dredging
- Sediment transport disruption studies are needed to predict effects upon beach deposition patterns and their potential impacts to the Clam Gulch Critical Habitat Area and fish migration
- Successful design of breakwater structures will need to balance effects upon harbor flushing, sedimentation, and fish passage
- The potential for significant environmental impacts would require the preparation of an Environmental Impact Statement

In addition, these recommendations do not necessarily reflect program and budget priorities inherent in the local and State programs, or the formulation of a national Civil Works water resources program. Consequently, the recommendations may be modified at higher levels within the executive branch before they are used to support the funding. The local sponsor will be advised of any modifications and will be afforded an opportunity to comment further before entering into a cost sharing agreement for the feasibility phase of the project.

In summary, there is considerable risk that further studies during the cost shared feasibility study will show that navigation improvements at Anchor Point are not justified or, if justified, do not meet Budget Policy requirements or national priorities for funding of construction.



---

# Kenai Peninsula Borough Assembly Anchor Point Port & Harbor Service Area

---

*May 8, 2002*

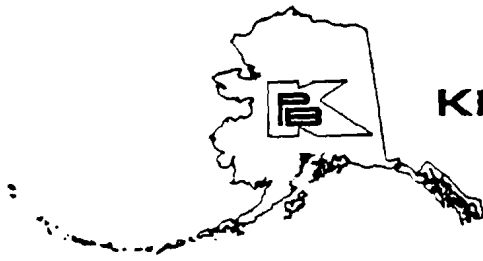
*7:00 p.m.*

*Anchor Point Senior Center*

---

## PUBLIC HEARING AGENDA

1. **CALL TO ORDER** ..... *President Tim Navarre*
  
  2. **OPENING REMARKS**  
Service Area Development Process ..... *Colette Thompson, Borough Attorney*  
Proposed Boundary ..... *Crista Cady, Planning Department*  
Purpose of the Service Area ..... *Crista Cady, Planning Department*  
Cost & Economic Feasibility of Service Area ..... *Ed Oberts, Assistant to the Mayor*
  
  3. **PUBLIC HEARING** [*Time limit: 3 minutes per speaker*]  
Public comments regarding the proposed Anchor Point Port & Harbor Service Area
  
  4. **CLOSING REMARKS**
  
  5. **ADJOURNMENT**
-



## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### REPORT TO THE ASSEMBLY

**TO:** Timothy Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

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

**DATE:** April 4, 2002

**SUBJECT:** Anchor Point Port and Harbor Service Area Proposal

On March 11<sup>th</sup>, 2002 the Clerk certified the petition to establish a service area in the Anchor Point area to provide port and harbor services. The Clerk's office has verified that the petition contains more than the required number of valid signatures. (See attached memo from Linda Murphy, Borough Clerk, dated March 11<sup>th</sup>, 2002).

The purpose of this memorandum is to provide information relating to the proposed Anchor Point Port and Harbor Service Area. Pursuant to Kenai Peninsula Borough Code 16.04.010 - 16.04.040, the following is submitted for your consideration.

#### Proposed Anchor Point Port and Harbor Service Area Boundaries

The proposed service area would encompass the existing Anchor Point Fire and Emergency Medical Service Area. The northern boundary along the Sterling Highway is Happy Valley Creek and the southern boundary is approximately milepost 165. See attached map and legal description for details.

#### Need For Service

The primary reason for establishing this service area is to meet the requirements of the Army Corp of Engineers to partner with local government in helping to determine the feasibility of a harbor in the Anchor Point area. Establishing port and harbor powers on a local level, along with establishing a nominal revenue source will allow the service area to apply for various grants to determine the feasibility of a harbor in the Anchor Point area. If the study determines no port or harbor facility is feasible, it is intended that the service area board will ask the assembly to dissolve the service area.

The Anchor Point community has identified this project as both a health and safety issue and an economic development opportunity. Currently, activity associated with beach launching can be scary at best, and a serious risk when the winds pick up. The economic benefits include servicing both commercial and sports fishing and other small business activity associated with increased tourism.

### **Assessed Value of Area for 2003**

The *assessed value* of the proposed service area is \$173,260,200. The total *taxable value* of the proposed service area is \$128,710,200. New this year is \$4.9 million in taxable value associated with oil and gas activity in the area. Using a 0.1 mill recommendation, as proposed by the petitioners, a maximum of \$12.871 per year could be generated for funding the proposed service area.

### **Population**

Based on the 2000 census there are approximately 2,450 people residing in the proposed service area.

### **Financial Feasibility**

The proposed service area is anticipated to apply for various state and federal grants to match a 50/50 grant from the Corp of Engineers. At this time a full feasibility study is estimated to cost just over 1 million dollars. The 2002 federal budget includes \$50,000 for this purpose. The proposed mill rate will provide addition operational money to get the study started.

### **Next Steps**

The administration and assembly must hold at least one public hearing at least 15 days after presentation of this report to further determine the need for the service area and to identify the boundaries. According to KPB 16.04.040:

(1) The assembly shall fix the time and place within the proposed boundaries for a public hearing to consider the necessity for the proposed service area.

(2) The public hearing may be held by a special committee of less than the whole assembly. The special committee must make a report of its findings and recommendations to the whole assembly at a regular meeting prior to the assembly's introduction of an ordinance on the proposed service area. The president of the assembly appoints the special committee.

(3) As a result of the information received on the petition and during comments at public hearings, the assembly may extend or shorten the boundaries of the proposed service area.

**Options for the Assembly to Consider After Public Hearing**

Option I. Do not pursue formation of a new service area; maintain status quo.

Option II. Utilize existing borough non-area wide port and harbor powers to fund and conduct a feasibility study. Three issues would need to be addressed. First, community support is an important requirement of the Corp of Engineers feasibility study. Second, a potentially successful harbor project will need a governing structure and ability to account for various revenue sources including possible tax-exempt bonds. Third, existing port and harbor powers are nonareawide, and are also limited as follows:

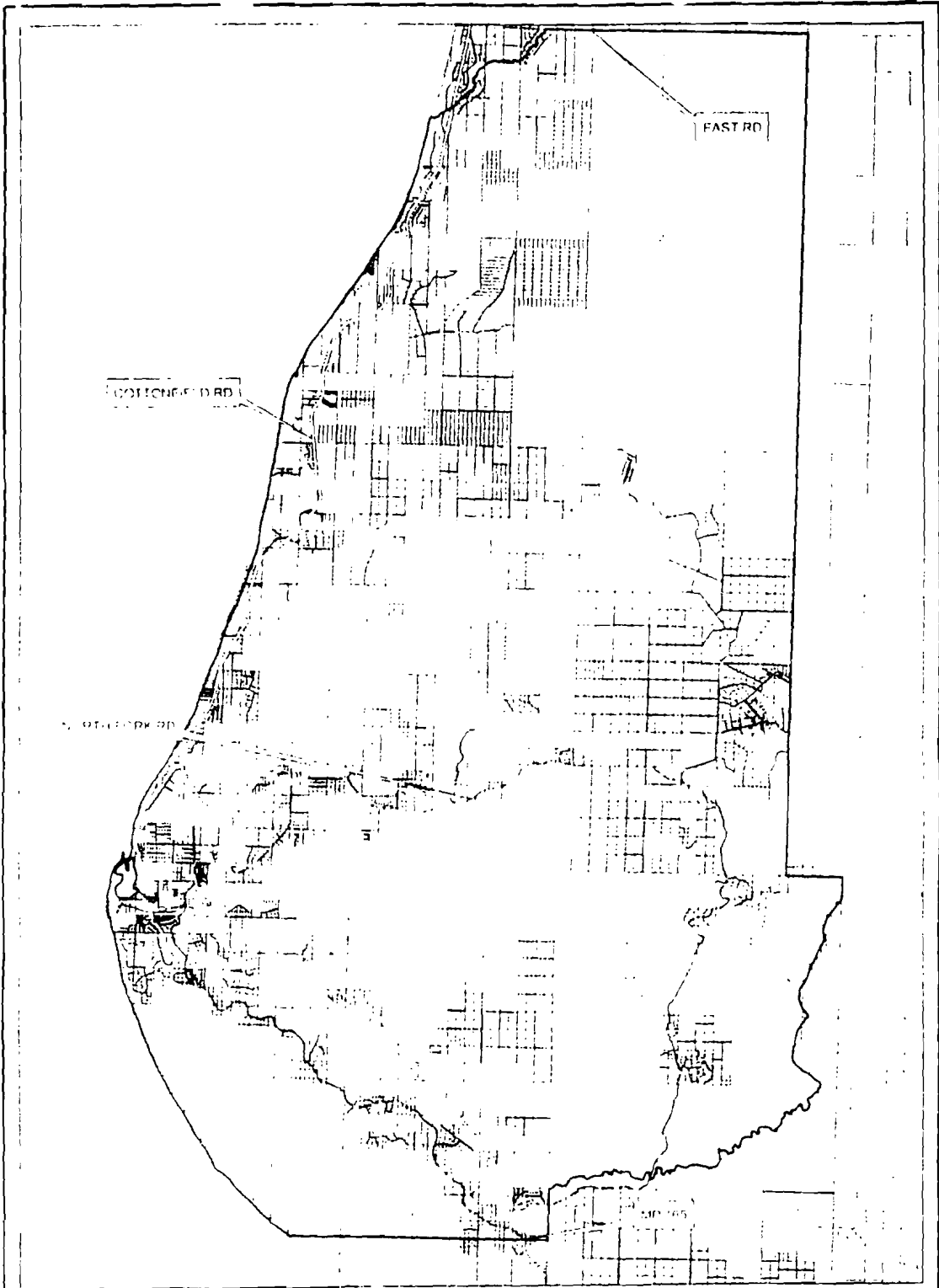
- A. The assembly will control and manage any borough port and harbor functions.
- B. The port and harbor powers will be administered by the borough's existing staff and no additional employees will be employed.
- C. Port and harbor developments from borough capital funds must obtain prior approval of the voters.

Option III. Create a new service area pending voter approval. The current plan provides for a board which would be elected simultaneously with the vote on the service area ballot proposition. The board would recommend a budget to the assembly for fiscal year 2003/2004. The assembly may want to consider placing a mill levy restriction on operations, such as proposed by the petitioners. That issue, as well as the boundaries, would be determined during the community meeting and the public hearings on the ordinance.

Option III would follow the general philosophy, which has governed the formation of service areas throughout the borough. It allows for maximum local determination of service level and maximum flexibility to provide that service.

**Summary:**

The residents of the proposed service area have expressed their desire to establish a port and harbor service area. The citizens' petition to create the service area has been received and certified. An active citizens group is supporting the service area and working on the details of securing the necessary funding to determine the feasibility of a port or harbor in the Anchor Point area. The proposed 0.1 mills will generate \$12,871 in tax revenue. The public hearing process will allow the community to be involved in developing the service area and the voters will have final approval of creating the service area. If the study determines no port or harbor facility is feasible the service area will ask the assembly to be dissolved.



The online maps on this website are for a general informational purpose only. The Kenai Peninsula Borough has no responsibility for any errors on this map.

Kenai Peninsula Borough  
GIS Division

Proposed Anchor Point  
Port and Harbor Service Area



1:87,000

1-29-02

**KENAI PENINSULA BOROUGH CLERK'S OFFICE**

*Linda Murphy, MMC, Borough Clerk*

*Sherry Biggs, Deputy Clerk*

144 North Binkley Street  
Soldotna, Alaska 99669

**MEMORANDUM**

TO: Dale Bagley, Borough Mayor  
FROM: Linda Murphy, Borough Clerk *Linda*  
DATE: March 11, 2002  
SUBJECT: Petition for the Establishment of the Anchor Point Port and Harbor Service Area

On March 1, 2002, the Borough Clerk's Office received a petition for the establishment of a port and harbor service area in the Anchor Point region.

KPB 16.04.020 (C) states that the petition shall include, "The signatures of eligible voters within the area comprising the proposed service area in a number equal to at least 15 percent of the eligible voters within the area comprising the proposed service area who voted in the last regular election of the Kenai Peninsula Borough."

The total number of **valid signatures required** for this petition: . . . . . 59  
*Voter turnout within the Service Area for the October 2001 Kenai Peninsula Borough Regular Election was 393. (15% of 393 = 59)*

Total number of signatures on petition . . . . . 150

Total number of signatures rejected . . . . . 53

Total number of **valid** signatures . . . . . 97

The petition for the establishment of the Anchor Point Port and Harbor Service Area contains a sufficient number of valid signatures as required by the Kenai Peninsula Borough Code of Ordinances.

Attachment: Copy of Petitions as Submitted

## PROPOSED ANCHOR POINT PORT AND HARBOR SERVICE AREA

All of the following referenced to the Seward Meridian, Alaska:

All uplands of T3S, R14W, excepting therefrom those portions of Sections 4, 5, 6 and 7 lying northwesterly of the thread of Happy Creek;

All uplands of T3S, R15W;

All of T4S, R14W;

All uplands of T4S, R15W;

All of T5S, R14W, excepting therefrom all sections and portions of sections lying southerly and southeasterly of the following described line: beginning at the point of intersection of the range line common to T5S, R13W and R14W and the thread of Anchor River;

Thence southwesterly along the thread of Anchor River to the point of intersection with the line common to Sections 28 and 29;

Thence south along said common line and continuing along the line common to Sections 32 and 33 to the north 1/16th corner common to said Sections 32 and 33;

Thence west along the north 1/16th line through Section 32 and continuing through Section 31 to the north 1/16th corner of Section 31 on the range line common to T5S, R15W, excepting therefrom those portions of Sections 35 and 36 lying southerly of the north 1/16th line of said Sections 35 and 36; all being within the Anchor Point voting precinct.

Introduced by: Mayor  
Date: 05/21/02  
Action: Postponed until 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-067**

**A RESOLUTION ACCEPTING THE TRANSFER OF RESPONSIBILITY FOR THE  
DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE NIKISKI  
EMERGENCY EXIT ROAD**

**WHEREAS,** the Alaska Legislature appropriated \$250,000 to improve the emergency escape route between Nikiski and Kenai; and

**WHEREAS,** improvement to the emergency escape route would enhance the safety and convenience of borough citizens; and

**WHEREAS,** these state funds should enable improvement of 2.5 miles of this 4.6 mile road according to an engineer's estimate of Wince-Corthell-Bryson; and

**WHEREAS,** the Alaska Department of Transportation and Public Facilities (DOT/PF) is working with the borough to develop a transfer of responsibility agreement (TORA); and

**WHEREAS,** a separate ordinance accepting and appropriating the state funds will be introduced upon finalization of the TORA; and

**WHEREAS,** AS 35.15.080 requires a resolution of the governing body to accept the transfer of responsibility for the design and construction of the emergency escape route;

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

**SECTION 1.** The Kenai Peninsula Borough requests transfer of responsibility for design and construction of improvements to the Nikiski Emergency Exit Road and authorizes the mayor to negotiate and execute all documents necessary to effectuate this resolution.

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



**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF JUNE, 2002.**

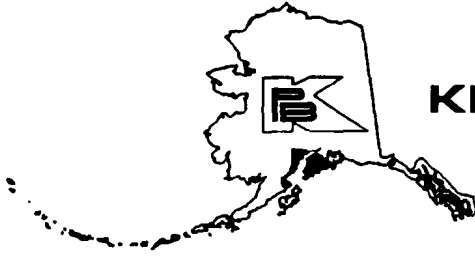
---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk



## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

**TO:** Timothy Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Dale Bagley, Mayor *DLB*

**DATE:** May 9, 2002

**SUBJECT:** Resolution 2002-*067*, transferring responsibility for the design and construction of improvements to the Nikiski Emergency Exit Road

Last year the legislature appropriated \$250,000 for improvements to the Nikiski Emergency Exit Road (Chapter 61, SLA 01, Page 26, Line 9). The emergency escape route begins at Holt-Lamplight Road (Mile 0) and ends at Marathon Road (Mile 4.6). After receiving an engineer's estimate from Wince-Corthell-Bryson, it has been determined that 2.5 miles of the 4.6-mile road could be improved with this money. The proposed scope of work would widen the road from its current average of 17 feet to 25 feet. In addition, culverts will be added or extended as needed for proper drainage, and a new finish elevation will be created. The right-of-way will be cleared and grubbed to approximately 30 feet on each side of the road.

AS 35.15.080 requires a resolution of the governing body in order that the borough may assume the planning design and construction of this project through a Transfer of Responsibility Agreement (TORA). The borough has been negotiating the TORA with DOTPF and a draft TORA is enclosed.



Introduced by: Mayor  
Date: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-071**

**AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL  
DESIGN SERVICES FOR SOUTH PENINSULA HOSPITAL  
MASTER PLAN / SCHEMATIC DESIGN**

**WHEREAS,** the Borough Finance Director has solicited and received proposals to provide professional design services for this project; and

**WHEREAS,** the Evaluation Committee has selected Livingston Slone to provide these services; and

**WHEREAS,** funds are available for this project in account 601.81211.SPHLN.49999.

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

**SECTION 1.** That the mayor is authorized to award the professional design services for South Peninsula Hospital master plan / schematic design to Livingston Slone in the amount of \$105,410.00 for the Master Plan, \$12,982.00 for the Alternate Master Plan, and \$56,405.00 for Schematic Design, for a combined total of \$174,797.00.

**SECTION 2.** That all expenditures for this project will be charged to account 601.81211.SPHLN.49999.

**SECTION 3.** That the mayor is authorized to execute all documents and make all agreements deemed necessary to complete this project in accordance with this resolution and contract documents.

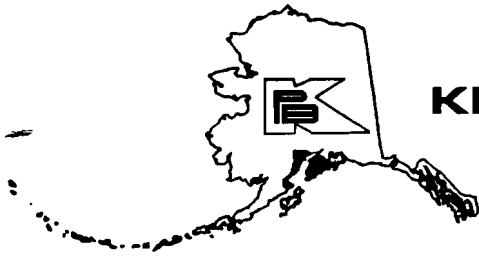
**SECTION 4.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF JUNE, 2002.**

\_\_\_\_\_  
Timothy Navarre, Assembly President

ATTEST:

\_\_\_\_\_  
Linda S. Murphy, Borough Clerk



# KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

## MEMORANDUM

**TO:** Timothy Navarre, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Dale Bagley, Mayor *DLB*  
Jeff Sinz, Finance Director *JS*  
Walter Robson, P.E., PW/MPD Manager. *WR*

**FROM:** John E. Smith, Major Capital Projects Administrator *JES*

**DATE:** May 16, 2002

**SUBJECT:** Resolution 2002-*11*, Award of Professional Design Services for  
South Peninsula Hospital Master Plan / Schematic Design

The Finance Department solicited and opened bids for this capital project on March 1, 2002. The invitation to bid was advertised in the Peninsula Clarion (February 1, 7, 14 2002), Homer News (January 31, February 7, 14 2002), Seward Phoenix Log (February 7. 14 2002), Anchorage Daily News (February 1, 7, 14 2002).

Nine firms requested and received copies of the RFP. Four responsive proposals were received on March 1, 2002. The evaluation committee members individually reviewed and scored the proposals. Two firms were selected to return for Oral presentations and were scored on the merits of their presentation per the RFP. The results were tabulated on May 10, 2002 and the results are summarized as follows:

### Combined Average Scores

Firm	Quality of Written	Approach	Resources	Qualifications & Experience	Cost Proposal	Total	Oral Pres.	TOTAL
Pro & Assoc	15.40	14.10	16.30	17.00	15.02	77.82	Not Applicable	
RIM/KMD	15.80	15.30	16.20	15.40	15.99	78.69	Not Applicable	
MJR & S	16.00	17.10	17.80	17.80	19.67	88.37	8.28	96.65
L & S	17.20	17.10	17.70	16.90	19.26	88.16	8.85	97.01

Livingston Slone of Anchorage, Alaska, was the high scorer and was selected to provide professional design services for this project. The professional design services include Master Plan Services and Schematic Design Services for South Peninsula Hospital.

The funding for this project is through KPBB Ordinance 2001-19, Section 8, which appropriated funds from the general fund balance towards this project. The attached Resolution requests award of contract to Livingston Slone for the proposed fixed fee amount of \$105,410.00 for the Master Plan, \$12,982.00 for the Alternate Master Plan, and \$56,405.00 for Schematic Design, for a combined total of \$174,797.00.

Attachments: Resolution 2002-

**FINANCE DEPARTMENT  
FUNDS VERIFIED**

\$ 174,797<sup>00</sup>

ACT # 601.81211.SPHLN. 49999

BY: C Chapman DATE: 5/20/02

Introduced by: Mayor  
Date: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-072**

**A RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THE SEARS  
ELEMENTARY SCHOOL OFFICE REMODEL**

**WHEREAS**, the maintenance department has formally solicited and received bids for this project; and

**WHEREAS**, the low bid submitted is fair and reasonable, and the bidder is qualified to perform the work; and

**WHEREAS**, funds are available from the capital improvement budget for these projects, subject to the approval of the capital improvement budget in the draft FY 2003 budget;

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

**SECTION 1.** That the mayor is authorized to award a contract to Holden Company in the amount of \$301,871.00 for the Sears Elementary School Office Remodel project, including Additive Alternate 1, Gymnasium Walls.

**SECTION 2.** That expenditures for this project will be charged to account numbers 400.73040.01740, 400.78050.02756, and 400.78050.03756.

**SECTION 3.** That the mayor is authorized to execute all documents and make all agreements deemed necessary to complete this project in accordance with this resolution and contract documents.

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

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF JUNE, 2002.**

\_\_\_\_\_  
Timothy Navarre, Assembly President

ATTEST:

\_\_\_\_\_  
Linda S. Murphy, Borough Clerk

# Memorandum

**To:** Tim Navarre, Borough Assembly President  
**Through:** Dale Bagley, Kenai Peninsula Borough Mayor *DLB*  
**Through:** Jeff Sinz, Finance Director *C Chapman for*  
**Through:** Dave Tressler, Maintenance Director *DT*  
**From:** Pat Malone, Projects Manager *PM*  
**Date:** May 23, 2002  
**Subject:** **Sears Elementary School Office Remodel**

Attached please find the bid tab sheet, and a resolution authorizing the Mayor to award a contract to the lowest responsive, responsible bidder for the Office Remodel project at Sears Elementary School. Funding will be from monies earmarked by the Assembly for this project.

Additive Alternate 1 is the required build-back of the Gymnasium (multi-purpose room) walls after in-house asbestos abatement of the existing concrete asbestos panels, which are currently in poor condition. It made good economic sense to include this work as an alternate part of the project. Funding for this portion of the job (\$38,027.00) will be from the area-wide asbestos abatement account.

Because this area-wide account also provides for other abatement, there is a possibility that the FY 02 funding for that particular account may be exhausted after the end of the current fiscal year, but well before the end of this summer construction season. To address that contingency, the FY 03 Asbestos Abatement account has also been named as a funding source in the resolution.

*\$ 301,871.00*

FINANCE DEPARTMENT FUNDS VERIFIED	
<i>400.73040.01740</i>	<i>\$ 298,803.18</i>
<i>400.73040.02756</i>	<i>\$ 61,020.03</i>
ACT # <i>400.78050.03756</i>	<i>\$ 150,000.00</i> *
BY: <i>C Chapman</i>	DATE: <i>5/23/02</i>

\* Contingent upon passage of FY2003 budget

**KENAI PENINSULA BOROUGH  
MAINTENANCE DEPARTMENT**

**SEARS ELEMENTARY SCHOOL RENOVATIONS - 2002**

**BID TABULATION SHEET**

136

<b>CONTRACTOR</b>	<b>Signed Bid</b>	<b>Licenses (Bus/Con)</b>	<b>ADD. Ack.</b>	<b>Bid Bond</b>	<b>Tax Comp</b>	<b>BASE BID Sears Elementary</b>	<b>ADD. ALT. 1</b>	<b>Extended BID TOTAL</b>
Blazy Construction	X	X	X	X	X	\$276,300.00	\$33,440.00	\$309,740.00
Holden Company	X	X	X	X	X	\$263,844.00	\$38,027.00	\$301,871.00

**DATE:** May 22, 2002

**TIME:** 2:00 P.M.

**PLACE:** Borough Administration Building,  
Conference Room "C"

**OFFICIAL:** TROY TANKERSLEY





Introduced by: Mayor  
Date: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-073**

**A RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR FLOORING REPLACEMENT AT SOLDOTNA HIGH SCHOOL, SOLDOTNA ELEMENTARY SCHOOL, MOUNTAIN VIEW ELEMENTARY SCHOOL, STERLING ELEMENTARY SCHOOL, SOLDOTNA MIDDLE SCHOOL, AND CHAPMAN ELEMENTARY SCHOOL**

**WHEREAS**, the maintenance department has formally solicited and received bids for each project; and

**WHEREAS**, the low bid submitted for each project is fair and reasonable, and the bidder is qualified to perform the work; and

**WHEREAS**, funds are available from the capital improvement budget for these projects, subject to the approval of the capital improvement budget in the draft FY 2003 budget;

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

**SECTION 1.** That the mayor is authorized to award a contract to Steve Rutherford Floor Covering in the amount of \$43,178.00 for flooring replacement at Soldotna High School, including Additive Alternate 1, additional flooring, Soldotna High School.

**SECTION 2.** That the mayor is authorized to award a contract to Steve Rutherford Floor Covering in the amount of \$39,420.00 for flooring replacement at Soldotna Elementary School and Mountain View Elementary School, including Additive Alternate 1, flooring at Kenai Middle School, Additive Alternate 2, flooring at Kenai Central High School, and Additive Alternate 3, additional flooring at Kenai Central High School.

**SECTION 3.** That the mayor is authorized to award a contract to Steve Rutherford Floor Covering in the amount of \$22,356.00 for flooring replacement at Sterling Elementary School, including Additive Alternate 1, flooring at Soldotna Middle School, and Additive Alternate 2, flooring at Redoubt Elementary School.

**SECTION 4.** That the mayor is authorized to award a contract to Steve Rutherford Floor Covering in the amount of \$15,122.00 for flooring replacement at Chapman Elementary School.

**SECTION 5.** That expenditures for the flooring replacement projects will be charged to account numbers 400.78050.01755, 400.78050.02755, 400.78050.02756, and 400.78050.03756.

**SECTION 6.** That the mayor is authorized to execute all documents and make all agreements deemed necessary to complete this project in accordance with this resolution and contract documents.

**SECTION 7.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF JUNE 2002.**

---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk

# Memorandum

**To:** Tim Navarre, Borough Assembly President  
**Through:** Dale Bagley, Kenai Peninsula Borough Mayor *DOB*  
**Through:** Jeff Sinz, Finance Director *Chapman, for*  
**Through:** Dave Tressler, Maintenance Director *D*  
**From:** Pat Malone, Projects Manager *Pat*  
**Date:** May 23, 2002  
**Subject:** Flooring Replacement Projects - 2002

Attached please find the bid tab sheet, and a resolution authorizing the Mayor to award contracts to the lowest responsive, responsible bidder for flooring replacement at the following locations:

**Soldotna High School**, including Additive Alternate 1 (asbestos abatement build-back, Soldotna High School), total \$ 43,178.00,

**Soldotna Elementary School and Mountain View Elementary School**, including Additive Alternate 1 (asbestos abatement build-back at Kenai Middle School), Additive Alternate 2 (asbestos abatement build-back at Kenai Central High School) and Additive Alternate 3 (additional flooring at Kenai Central High School), total \$39,420.00,

**Sterling Elementary School and Soldotna Middle School**, including Additive Alternate 1 (asbestos abatement build-back at Soldotna Middle School) and Additive Alternate 2 (asbestos abatement build-back at Redoubt Elementary School), total \$22,356.00,

**Chapman Elementary School**, total \$15,122.00.

Funding for these projects is from the Capital Improvement Projects budget.

A portion of the flooring replacement this season is consolidated with the Borough's ongoing Asbestos Abatement program, with the required build-back being funded out of that capital budget account. Of the total expenditures authorized by the attached resolution (\$120,076.00), \$19,607.00 will be from the area-wide Asbestos Abatement Account. Because the account also provides for other abatement, there is a possibility that the FY 02 funding for that particular account may be exhausted after the end of the current fiscal year, but well before the end of this summer construction season. To address that contingency, the FY 03 Asbestos Abatement account has also been named as a funding source in the resolution.

*\*Contingent upon passage of FY 2003 budget*

**FINANCE DEPARTMENT  
FUNDS VERIFIED**  
400.78050.01755 \$ 7,046.20  
400.78050.02755 \$ 150,753.58  
ACT # 400.78050.02756 \$ 61,020.00  
\* 400.78050.03756 \$ 150,000.00  
BY: *Chapman* DATE: *5/23/02*

**KENAI PENINSULA BOROUGH  
MAINTENANCE DEPARTMENT**

**FLOORING REPLACEMENT PROJECTS - 2002**

**BID TABULATION SHEET**

<b>CONTRACTOR</b>	<b>Signed Bid</b>	<b>Licenses (Bus/Con)</b>	<b>ADD. Ack.</b>	<b>Bid Bond</b>	<b>Tax Comp</b>	<b>BASE BID A: Soldotna High</b>	<b>ADD. ALT. 1 Soldotna High</b>	<b>Extended BID TOTAL</b>
140 STEVE RUTHERFORD FLOOR COVERING	X	X	X	NA	X	<b>\$34,457.00</b>	<b>\$8,721.00</b>	<b>\$43,178.00</b>

**DATE:** May 16, 2002

**TIME:** 2:00 P.M.

**PLACE:** Borough Administration Building,  
Conference Room "C"

**OFFICIAL:** TROY TANKERSLEY

**KENAI PENINSULA BOROUGH  
MAINTENANCE DEPARTMENT**

**FLOORING REPLACEMENT PROJECTS - 2002**

**BID TABULATION SHEET**

<b>CONTRACTOR</b>	<b>Signed Bid</b>	<b>Licenses (Bus/Con)</b>	<b>ADD. Ack.</b>	<b>Bid Bond</b>	<b>Tax Comp</b>	<b>BASE BID B: Soldotna Elementary &amp; MT. View Elementary</b>	<b>ADD. ALT. 1 Kenai Middle School</b>	<b>ADD. ALT. 2 Kenai Central High School</b>	<b>ADD. ALT. 3 Kenai Central High School</b>	<b>Extended BID TOTAL</b>
<b>STEVE RUTHERFORD FLOOR COVERING</b>	X	X	X	NA	X	<b>\$29,531.00</b>	<b>\$932.00</b>	<b>\$7,021.00</b>	<b>\$1,936.00</b>	<b>\$39,420.00</b>

**DATE:** May 16, 2002

**TIME:** 2:00 P.M.

**PLACE:** Borough Administration Building,  
Conference Rm "C"

**OFFICIAL:** TROY TANKERSLEY

**KENAI PENINSULA BOROUGH  
MAINTENANCE DEPARTMENT**

**FLOORING REPLACEMENT PROJECTS - 2002**

**BID TABULATION SHEET**

<b>CONTRACTOR</b>	<b>Signed Bid</b>	<b>Licenses (Bus/Con)</b>	<b>ADD. Ack.</b>	<b>Bid Bond</b>	<b>Tax Comp.</b>	<b>BASE BID C: Sterling Elem. &amp; Soldotna Middle School</b>	<b>ADD. ALT. 1 Soldotna Middle School</b>	<b>ADD. ALT. 2 Redoubt Elem. Portable</b>	<b>Extended BID TOTAL</b>
STEVE RUTHERFORD FLOOR COVERING	X	X	X	NA	X	<b>\$19,423.00</b>	<b>\$1,775.00</b>	<b>\$1,158.00</b>	<b>\$22,356.00</b>

142

**DATE:** May 16, 2002

**TIME:** 2:00 P.M.

**PLACE:** Borough Administration Building,  
Conference Rm "C"

**OFFICIAL:** TROY TANKERSLEY

**KENAI PENINSULA BOROUGH  
MAINTENANCE DEPARTMENT**

**FLOORING REPLACEMENT PROJECTS - 2002**

**BID TABULATION SHEET**

<b>CONTRACTOR</b>	<b>Signed Bid</b>	<b>Licenses (Bus/Con)</b>	<b>ADD. Ack.</b>	<b>Bid Bond</b>	<b>Tax Comp.</b>	<b>BASE BID D: Chapman Elem.</b>	<b>Extended BID TOTAL</b>
143 STEVE RUTHERFORD FLOOR COVERING	X	X	X	NA	X	<b>\$15,122.00</b>	<b>\$15,122.00</b>

**DATE:** May 16, 2002

**TIME:** 2:00 P.M.

**PLACE:** Borough Administration Building,  
Conference Rm "C"

**OFFICIAL:** TROY TANKERSLEY





Introduced by: Mayor  
Date: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-074**

**A RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE  
SOLDOTNA HIGH SCHOOL FIRE ALARM SYSTEM PROJECT**

**WHEREAS**, the finance director has solicited and received bids for this project; and

**WHEREAS**, the low responsive bid submitted by Quality Electric is fair and reasonable, and the bidder is qualified to perform the work; and

**WHEREAS**, funds are available for this project in 401.76020.00FAS;

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

**SECTION 1.** The mayor is authorized to award the contract to Quality Electric to perform the work of the base bid plus additive alternate #1 for the bid amount of \$375,000.00.

**SECTION 2.** Expenditures for the project will be charged to account number 401.76020.00FAS.

**SECTION 3.** The mayor is authorized to execute all documents and make all agreements deemed necessary to complete this project in accordance with this resolution and the contract documents.

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

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF JUNE, 2002.**

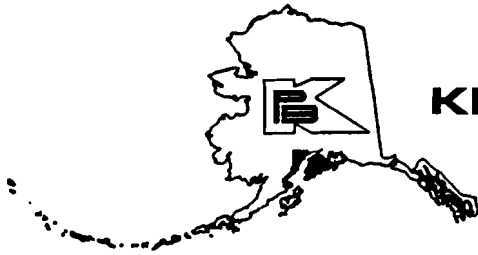
---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk



# KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

## MEMORANDUM

**TO:** Tim Navarre, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Dale Bagley, Mayor *DLB*  
Jeff Sinz, Finance Director *cchayma, for*  
Rob Robson, Public Works Director *WLR*

**FROM:** John Smith, Project Manager *JES*

**DATE:** May 22, 2002

**RE:** Resolution 2002-~~57~~, SOHI Fire Alarm System

FINANCE DEPARTMENT  
FUNDS VERIFIED

ACT # 401.76020.00FAS.49999

BY: cchayma DATE: 5/23/02

The Finance Department solicited and opened bids for the above-referenced project on May 21, 2002. The invitation to bid was advertised in the Peninsula Clarion, the Homer News, the Seward Phoenix Log and the Anchorage Daily News. Two bids were received. The low responsive bid of \$375,000 submitted by Quality Electric of Soldotna, Alaska comprises the base bid plus additive alternate #1.

The base bid consists of providing all labor, materials and equipment to replace the existing fire alarm system at Soldotna High School located in Soldotna, Alaska. The work includes replacement of the existing fire alarm system with a new addressable Intelligent UL Listed fire alarm system. The project also includes demolition of all fire alarm equipment that is existing and abandoned upon completion of the new system, and provision of a complete system test coordinated with the fire marshal in accordance with NFPA 72.

Additive alternate #1 consists of providing all labor, materials, and equipment to install beam detectors in the following areas: Theater, Stage, Theater Set Building Area, and the Gym.

Funding is available in the school bond capital projects budget. Expenditures for the project will be charged to account numbers 401.76020.00FAS.

The attached Resolution requests Award of Contract for this work to the low responsive bidder for the bid amount. The project is scheduled to be substantially complete before the opening of school in Fall 2002.

Attachments: Resolution 02-~~57~~  
Bid Tabulation

**KENAI PENINSULA BOROUGH - BID TABULATION - SOHI FIRE ALARM SYSTEM**

CONTRACTOR	ADD'M AKC	TAX COMP	CON LIC	BUS LIC	BID BOND	SIGN BID	BASE BID	ALTERNATIVE	TOTAL BID
								#1	
Quality Electric	✓	✓	✓	✓	✓	✓	349,000.00	26,000.00	375,000.00
Big G Electric	✓	✓	✓	✓	✓	✓	424,914.00	63,535.00	488,449.00
Engineers Estimate:							400,000.00	50,000.00	450,000.00

146

PROJECT: SOHI FIRE ALARM SYSTEM

PLACE: 144 North Binkley, Soldotna, Alaska 99669

OFFICIAL: *[Signature]*  
*Thay Tankersley*

DATE & TIME: May 21, 2002 - 2:00 P. M.



Introduced by: Mayor  
Date: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-070**

**A RESOLUTION OF NECESSITY ESTABLISHING THE TOTE ROAD - ECHO LAKE  
ROAD UTILITY SPECIAL ASSESSMENT DISTRICT FOR CONSTRUCTION OF A  
NATURAL GAS MAIN LINE**

**WHEREAS,** residents of the borough adopted a non-area wide power by the vote of the people to form special assessment districts for utility lines in 1991; and

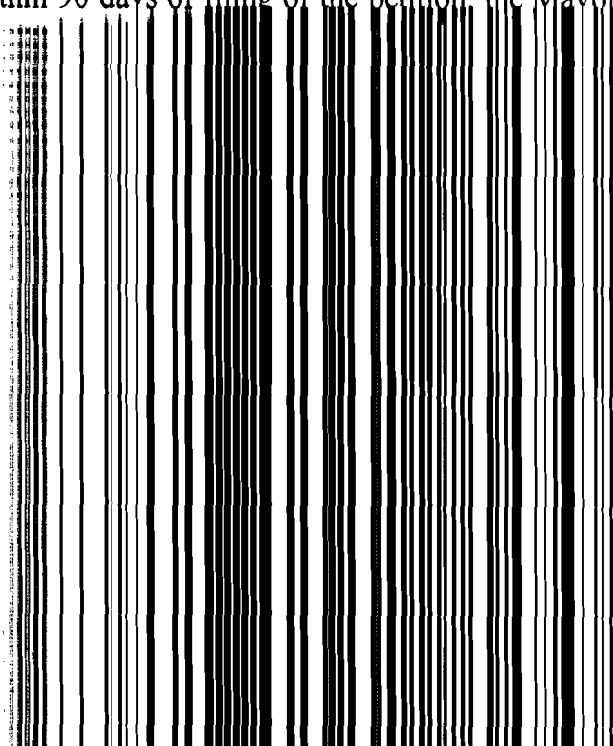
**WHEREAS,** natural gas provides a safe, economical heating alternative and has been shown to increase the value and marketability of parcels; and

**WHEREAS,** the availability of natural gas as a heating fuel may decrease the utilization of heating fuels requiring storage containers which may leak their contents, thereby minimizing the potential for pollution to nearby lakes, area drinking water, and the environment; and

**WHEREAS,** a petition has been received requesting the establishment of a utility special assessment district for financing the construction of an extension of Enstar's natural gas service line to a district in the area of Tote Road & Echo Lake Road located south of Soldotna on the Sterling Highway; and

**WHEREAS,** KPB 5.35 requires that the owners of more than 70% of the parcels within the proposed district sign the petition, and 70.6% have signed the petition; and

**WHEREAS,** Resolution 92-54 requires that within 90 days of filing of the petition, the Mayor



Introduced by: Mayor  
Date: 06/04/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-070**

**A RESOLUTION OF NECESSITY ESTABLISHING THE TOTE ROAD - ECHO LAKE  
ROAD UTILITY SPECIAL ASSESSMENT DISTRICT FOR CONSTRUCTION OF A  
NATURAL GAS MAIN LINE**

**WHEREAS,** residents of the borough adopted a non-area wide power by the vote of the people to form special assessment districts for utility lines in 1991; and

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

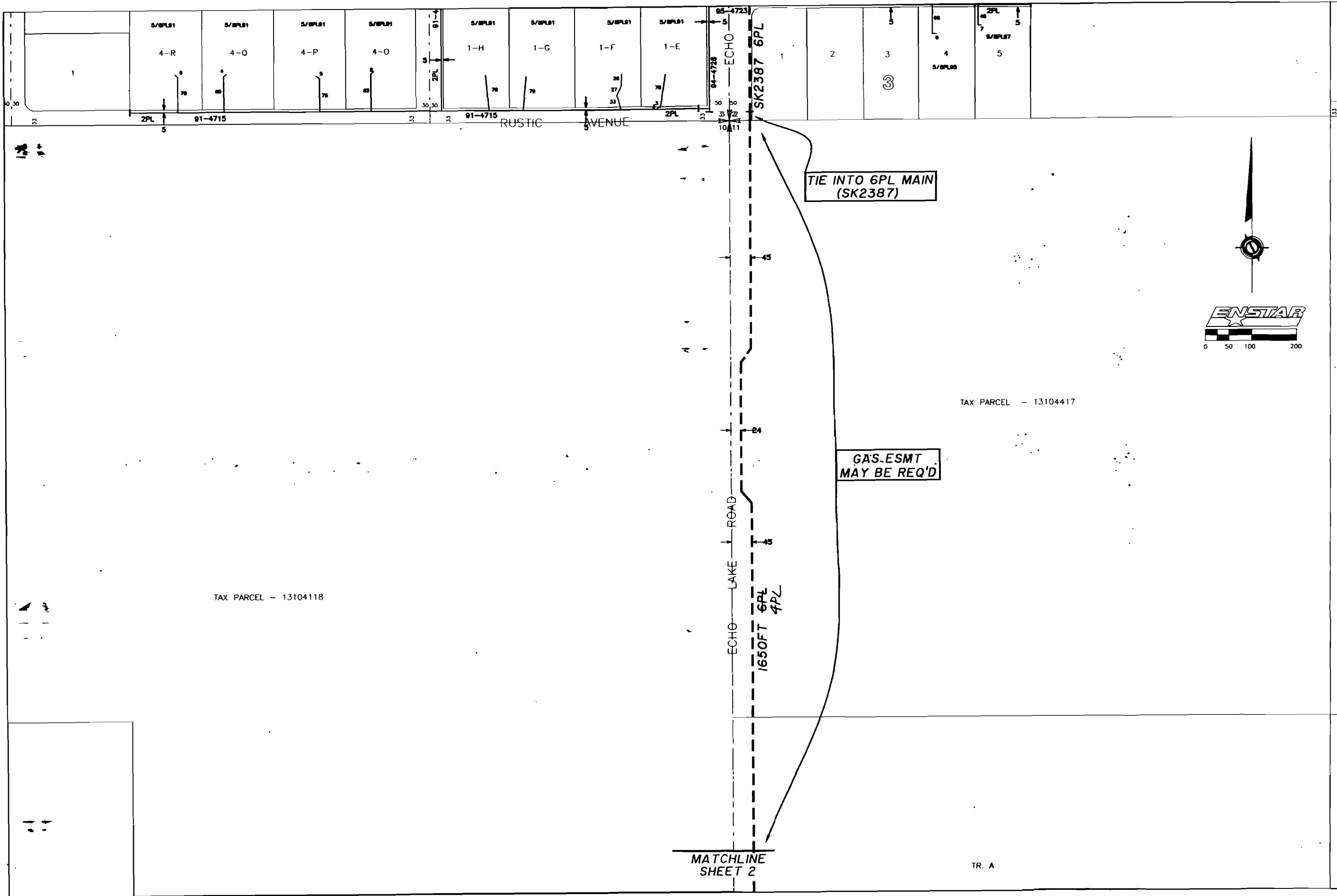
**WHEREAS,** the availability of natural gas as a heating fuel may decrease the utilization of heating fuels requiring storage containers which may leak their contents, thereby minimizing the potential for pollution to nearby lakes, area drinking water, and the environment; and

**WHEREAS,** a petition has been received requesting the establishment of a utility special assessment district for financing the construction of an extension of Enstar's natural gas service line to a district in the area of Tote Road & Echo Lake Road located south of Soldotna on the Sterling Highway; and

**WHEREAS,** KPB 5.35 requires that the owners of more than 70% of the parcels within the proposed district sign the petition, and 70.6% have signed the petition; and

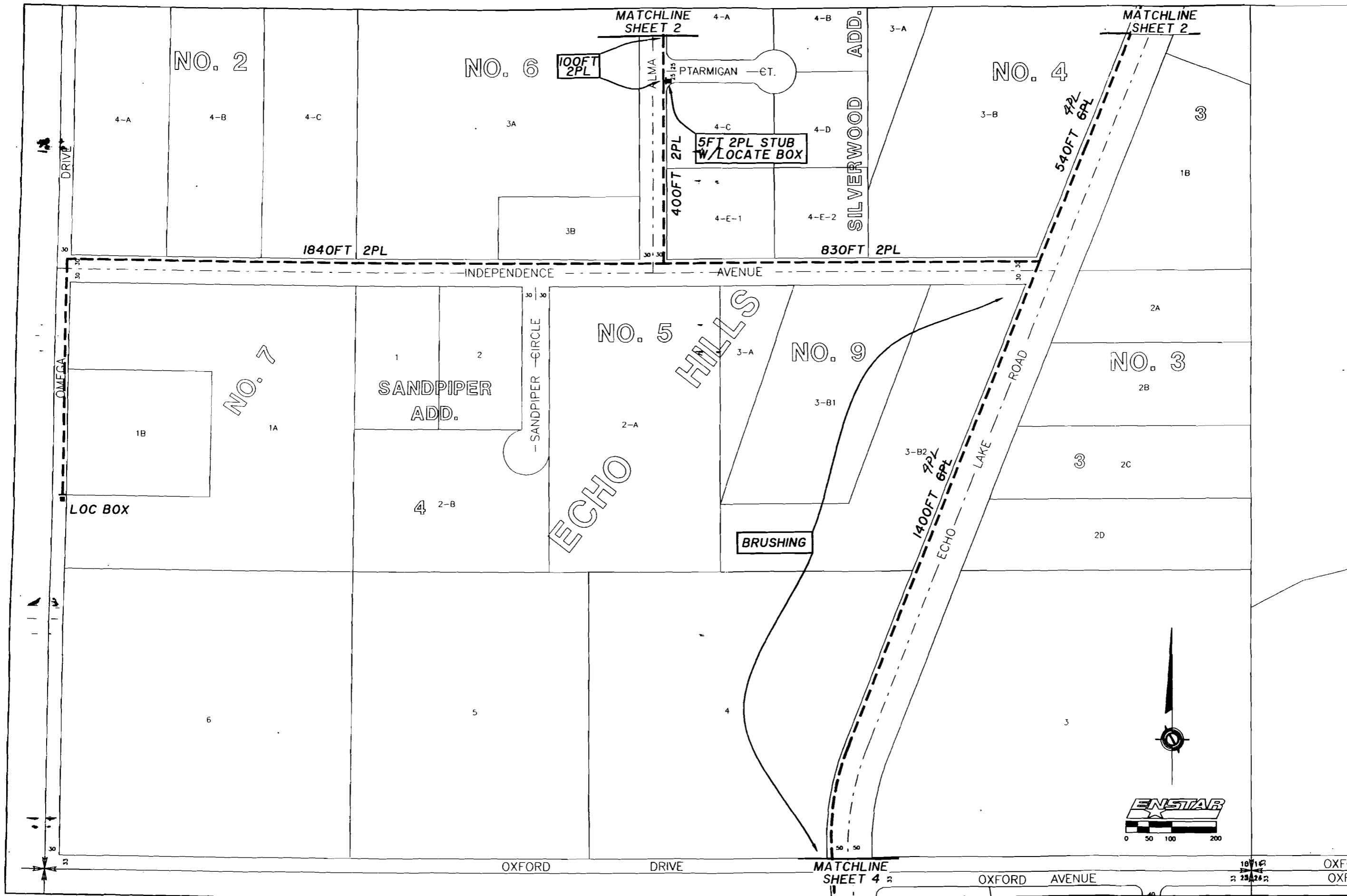
**WHEREAS,** Resolution 92-54 requires that within 90 days of filing of the petition, the Mayor shall cause to be prepared a Resolution of Necessity for the Assembly's consideration to determine: a) whether the proposed USAD meets the requirements of KPB Chapter 5.35, and b) whether the Borough should establish a USAD as proposed by the petition; and

**WHEREAS** this Resolution with its



ENSTAR NATURAL GAS COMPANY <b>ENSTAR</b> ANCHORAGE, ALASKA	PROPOSED GAS MAINS		ER#
	<b>ECHO LAKE RD - LID</b>		PROP # SK2527
SHEET 1 OF 17		SCALE 1"=200'	REVISIONS DATE
			GRID 9016
			DATE 01/22/02
			DRAWN JK CHKD KG

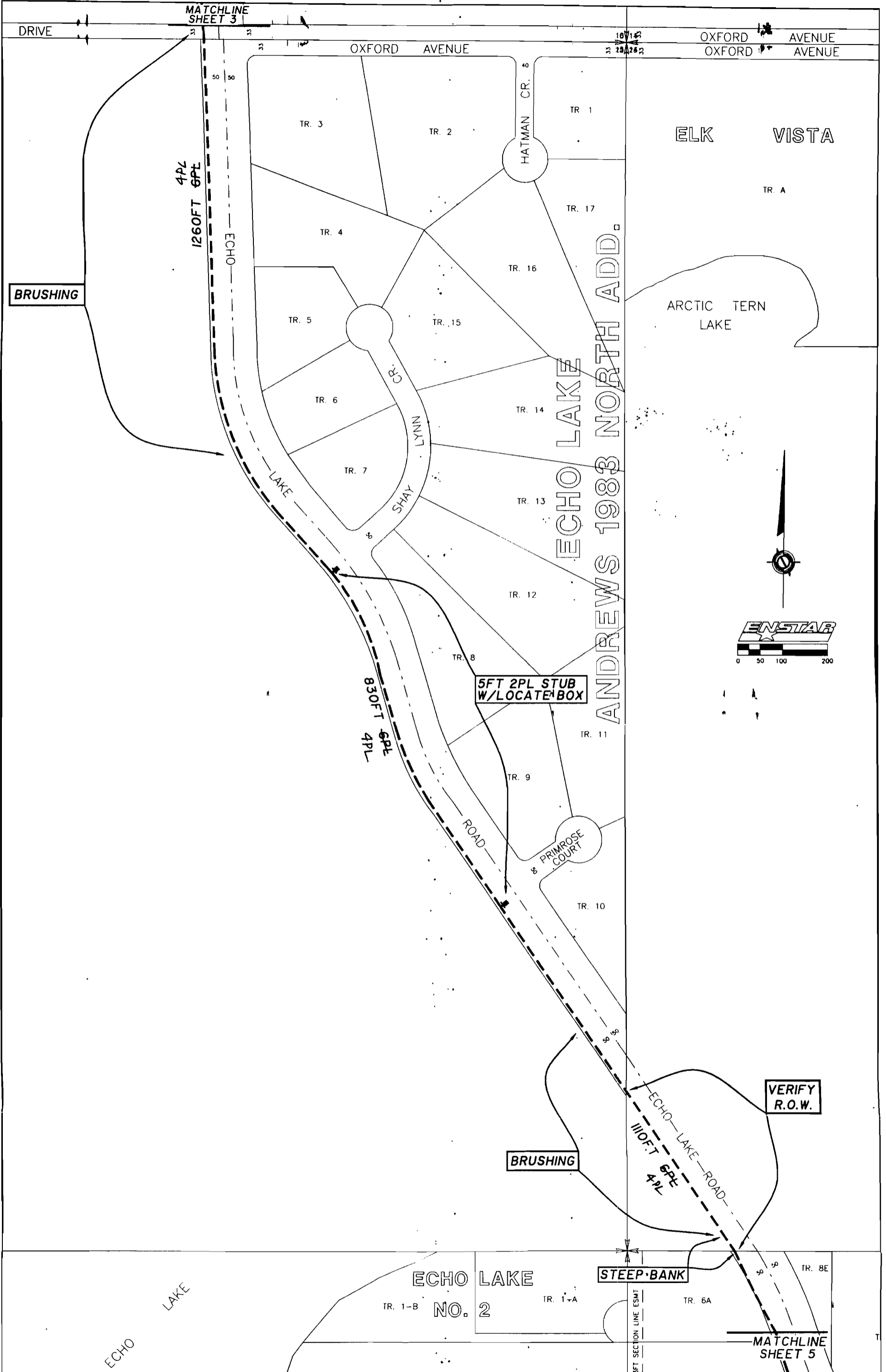




ENSTAR NATURAL GAS COMPANY  
**ENSTAR**  
 ANCHORAGE, ALASKA

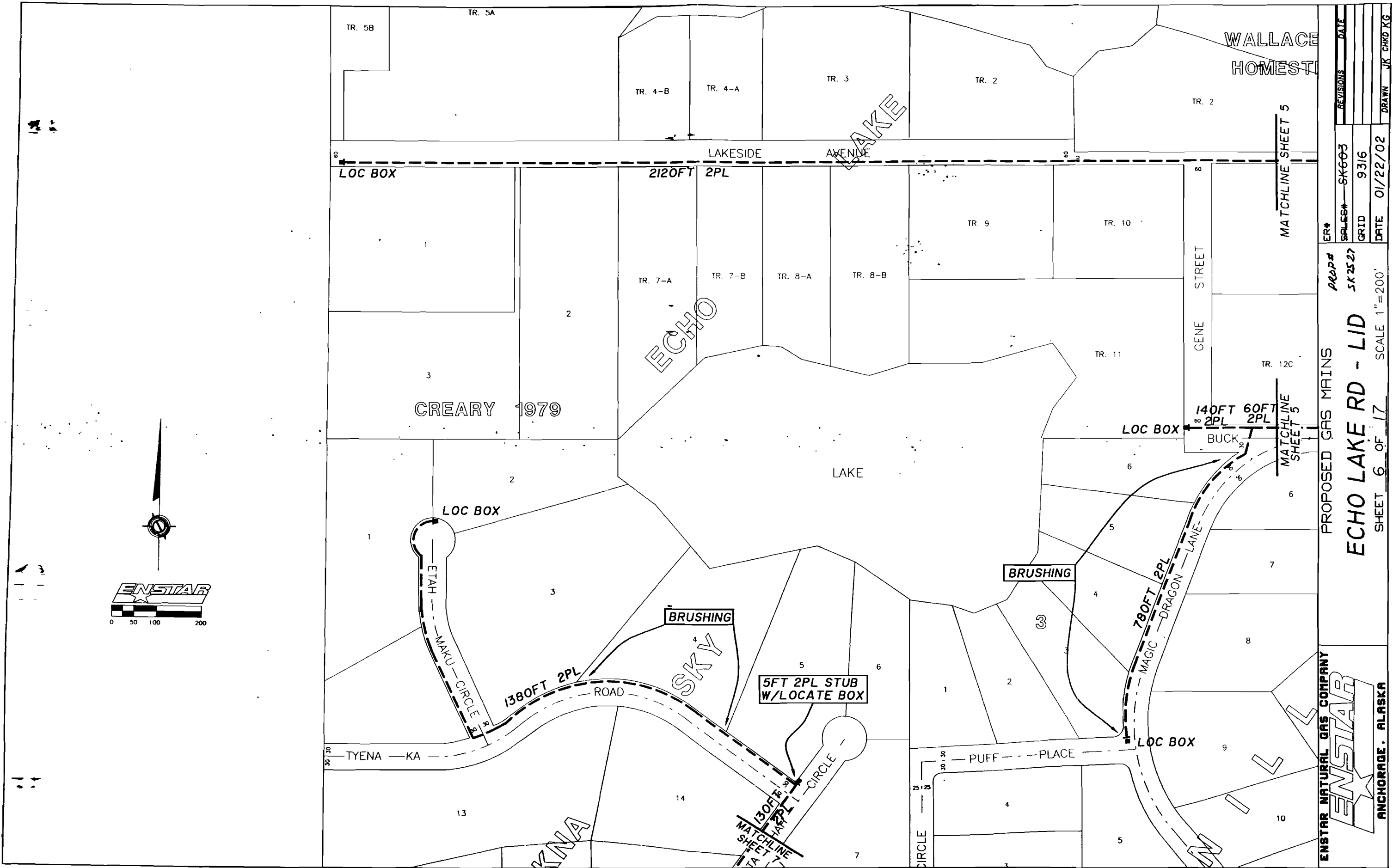
PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**  
 SHEET 3 OF 17 SCALE 1"=200'

REVISONS	DATE
ER#	
PROP # SK2527	
GRID 9116	
DATE 01/22/02	
DRAWN JK	CHKD KG



PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**  
 SHEET 4 OF 17 SCALE 1"=200'

ER#	SALES# SK603	REVISIONS	DATE
GRID	9216-17		
DATE	01/22/02	DRAWN	JK
		CHKD	KG

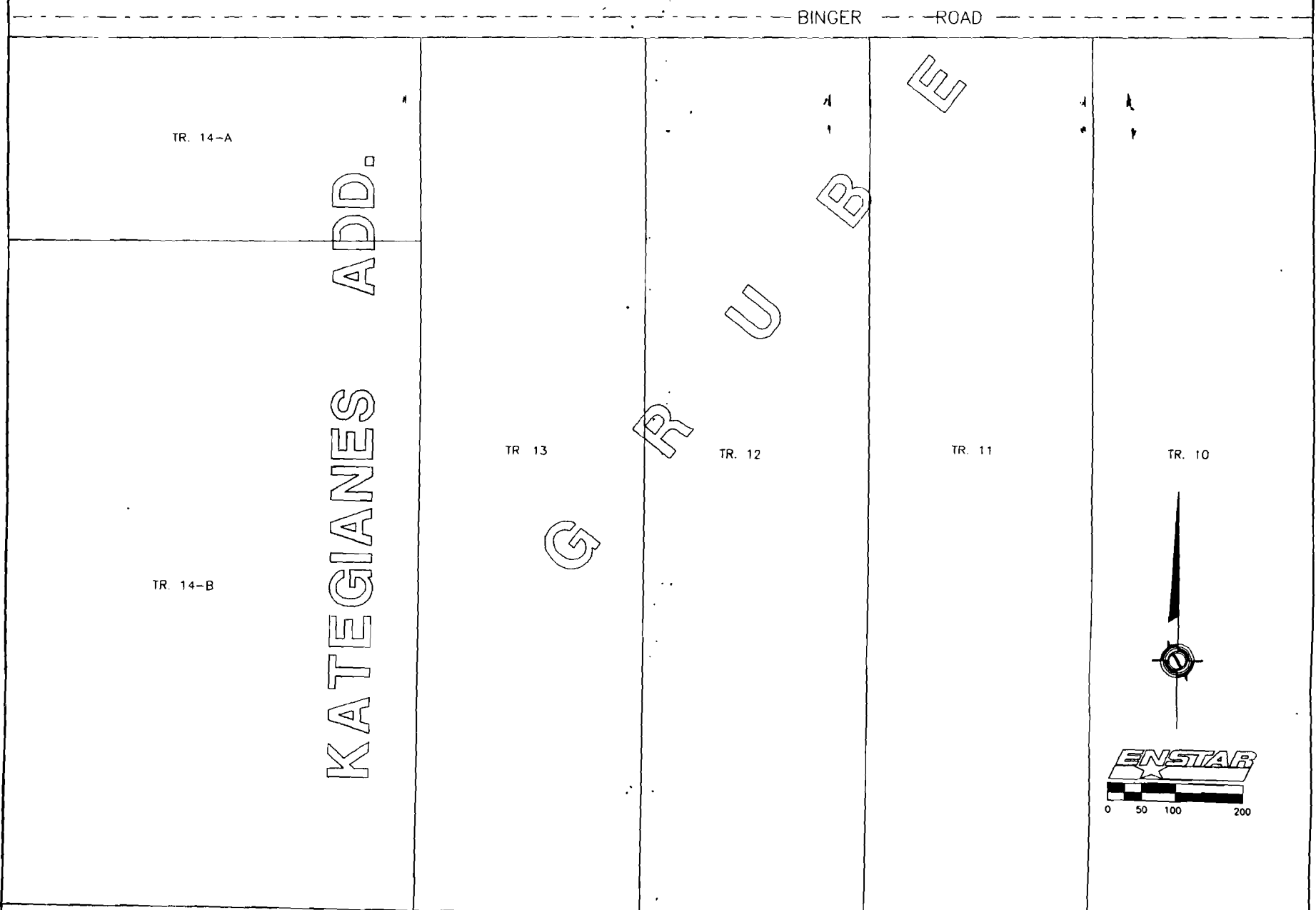
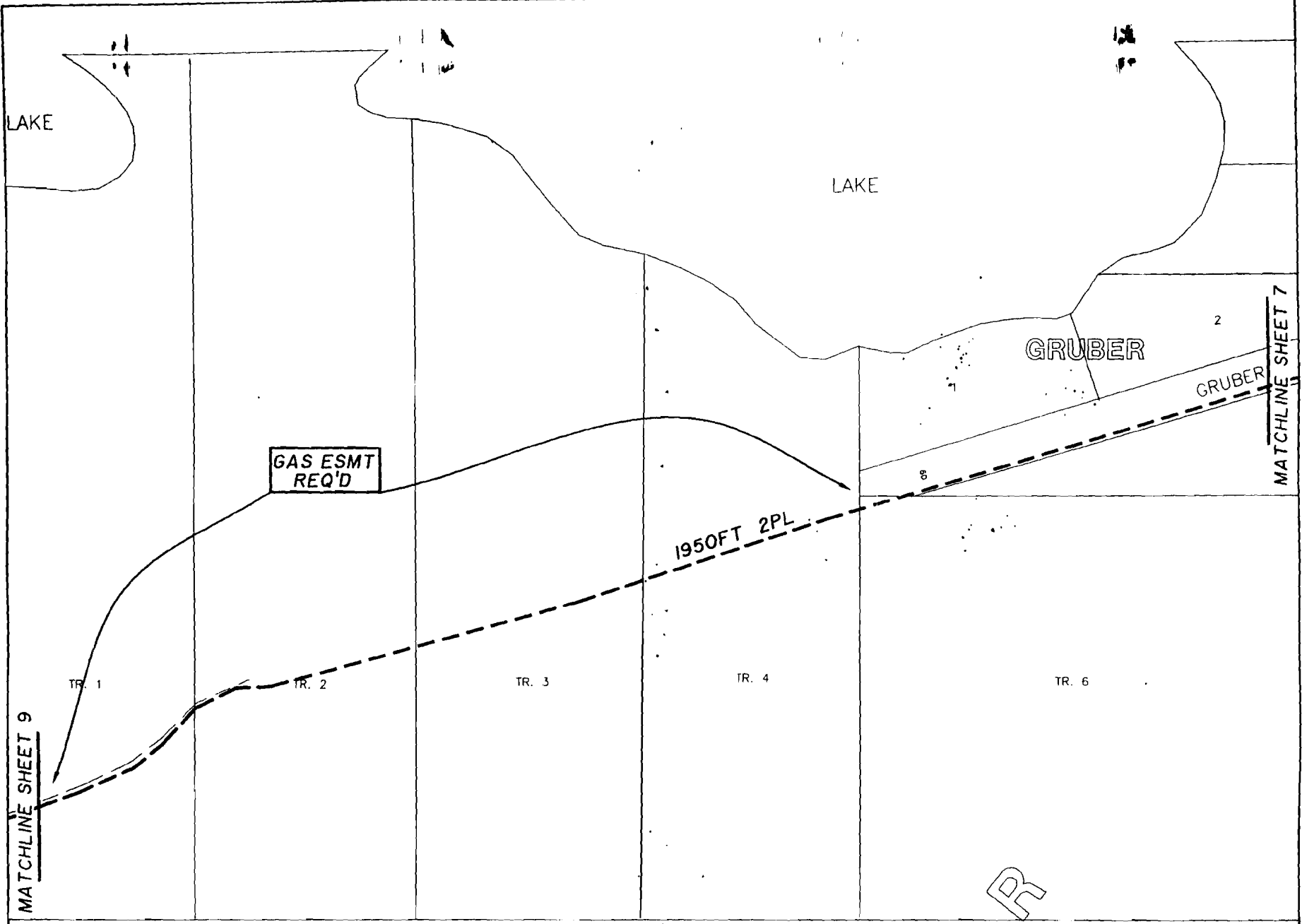


ENSTAR  
ANCHORAGE, ALASKA

PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**  
SHEET 6 OF 17 SCALE 1"=200'

ER#	PROJ#	SALES#	DATE
	SK2527	SK603	01/22/02
REVISIONS	GRID	DATE	DATE
	9316	01/22/02	JK CHKD KG

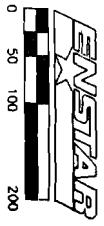
187



<b>ENSTAR NATURAL GAS COMPANY</b>  <b>ANCHORAGE, ALASKA</b>	PROPOSED GAS MAINS <b>ECHO LAKE RD - LID</b>		ER# SALES# SK603 GRID 9415 DATE 01/22/02	REVISIONS DATE
	SHEET 8 OF 17		SCALE 1"=200'	DRAWN JK CHKD KG
	PROP # JK 2527			

WITMAN ESTATES

TANADAK STREET



LAKE

STUBBLEFIELD  
14-A

CHARLIE BROWN DRIVE

STEEP BANK  
FOOTLINE MAY VARY

BOULDER COURT

188

MATCHLINE SHEET 10

BRUSHING

JEAN LANE  
970 FT 2 PL

MATCHLINE SHEET 10

LAKE

ADD. NO. 1

STUBBLEFIELD

1910 FT 2 PL

DRIVE

STEEP BANK  
IN SHOULDER

NO. 8

LOC BOX

BRUSHING

ADD. NO. 5

CHARLIE BROWN DRIVE

BRUSHING

480 FT 3 PL 2 PL

MATCHLINE SHEET 8



PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**

SHEET 9 OF 17

SCALE 1" = 200'

PROJ# SK 2527

ER#  
SALES# SK603  
GRID 9414  
DATE 01/22/02

REVISIONS	DATE

DRAWN JK CHKD KG

LOC BOX

TANADAK STREET

2

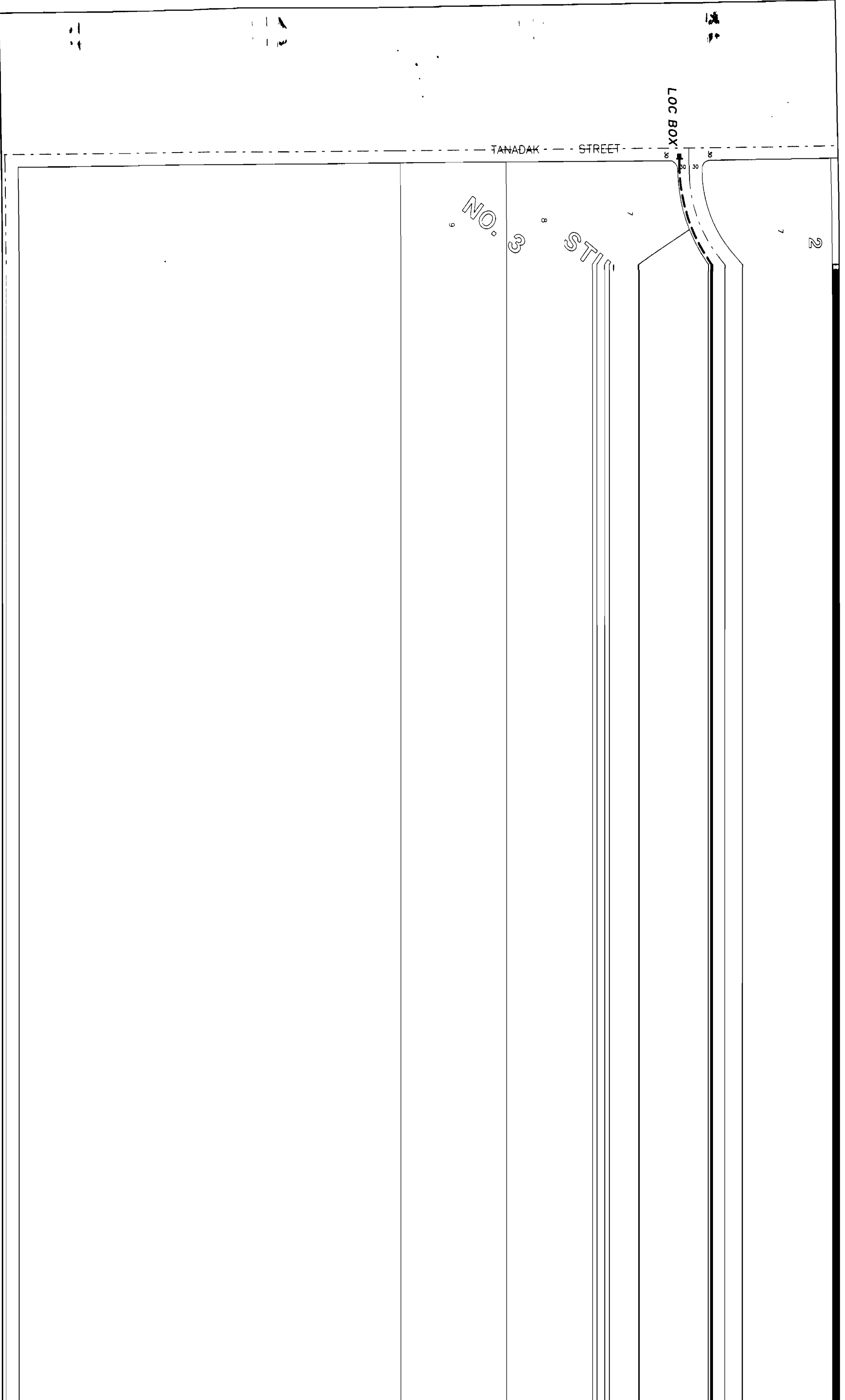
7

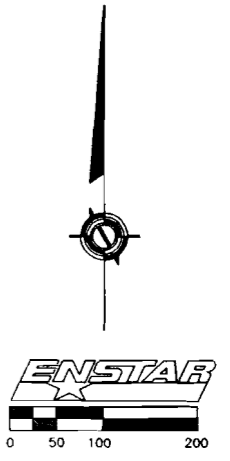
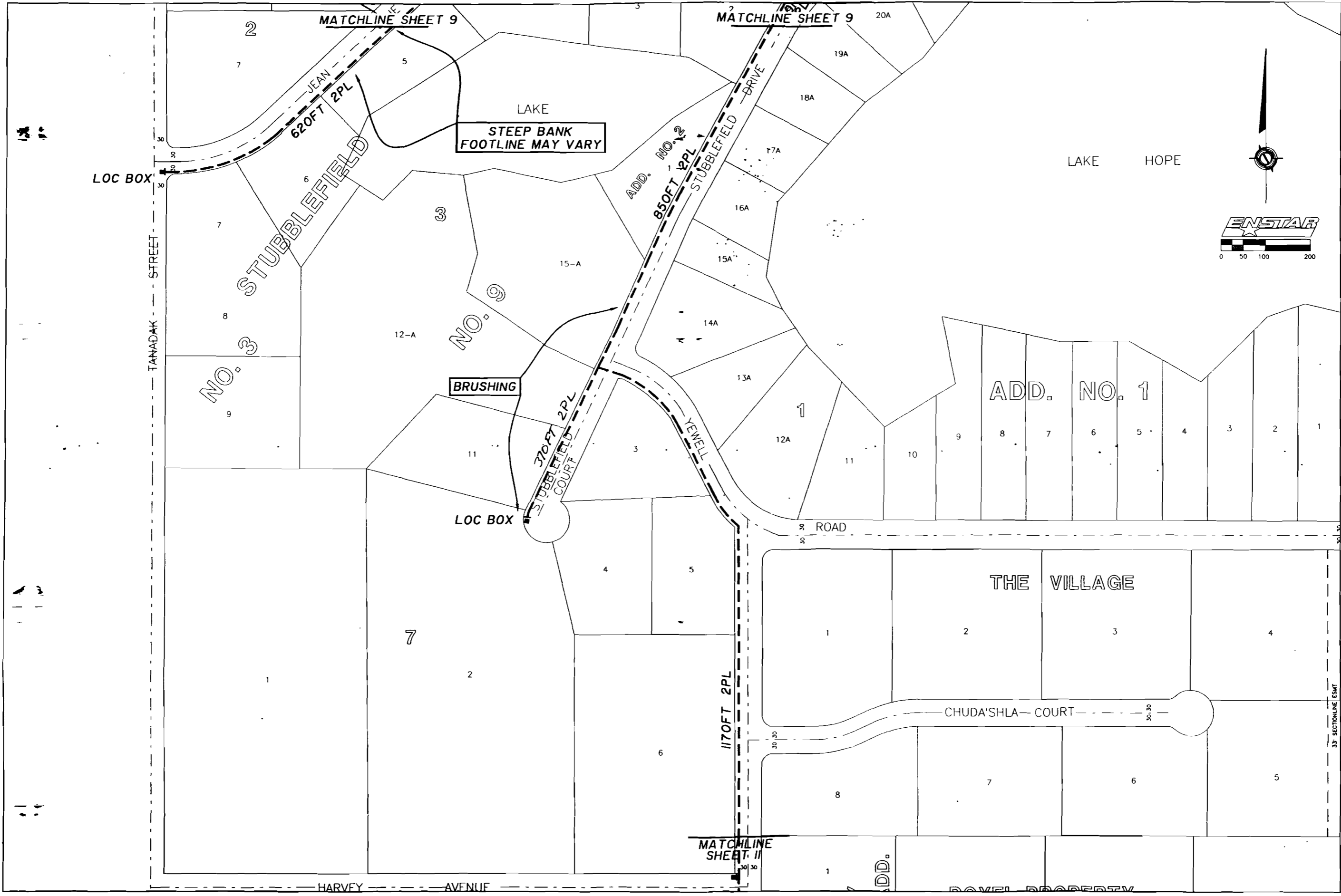
STILL

3

NO. 3

9





<b>ENSTAR NATURAL GAS COMPANY</b>  ANCHORAGE, ALASKA	PROPOSED GAS MAINS <b>ECHO LAKE RD - LID</b> SHEET 10 OF 17	PROP # JX 2527	ER#
	SCALE 1" = 200'	DATE 01/22/02	REVISIONS DATE
	GRID 9514	DATE 01/22/02	DRAWN JK CHKD KG
	SFILES# SK-603	DATE 01/22/02	DATE

MATCHLINE SHEET 12

TANADAK STREET

ROBERT'S FORTY SUB.

1490FT 2PL

REX'S ROAD

HARVEY AVENUE

STUBBLEFIELD NO. 7

5FT 2PL STUB  
W/LOCATE BOX

530FT 2PL

KIMBERLY STREET

MATCHLINE SHEET 10

DOYEL PROPERTY  
MARTHA TERRACE ADD.

DOYEL PROPERTY

TR. B

TR. A

CLEARING

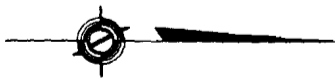
1440FT 2PL

VERIFY R.O.W.

MATCHLINE SHEET 13

TAX PARCEL - 13162005

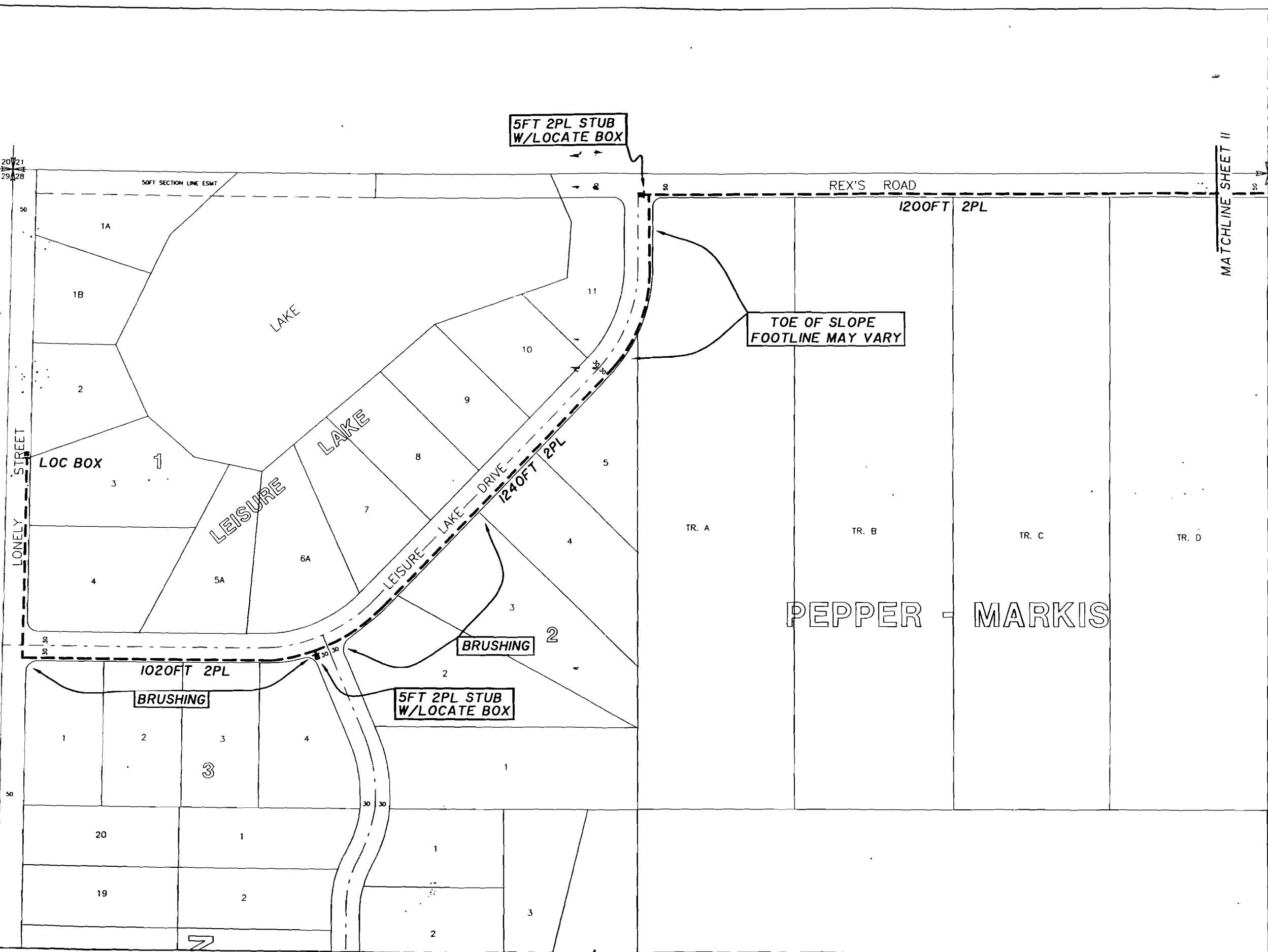
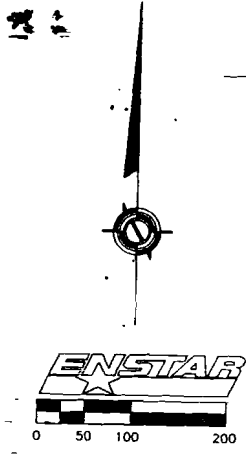
TAX PARCEL - 13162006



PROPOSED GAS MAINS  
ECHO LAKE RD - LID  
SHEET 11 OF 17  
SCALE 1"=200'

ER#	SALES# SK603	REVISIONS	DATE
GRID	9514-15 9614		
DATE	01/22/02	DRAWN	JK CHKD KG





MATCHLINE SHEET II

ENSTAR NATURAL GAS COMPANY  
**ENSTAR**  
 ANCHORAGE, ALASKA

PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**  
 SHEET 12 OF 17

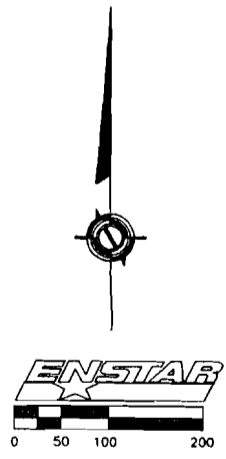
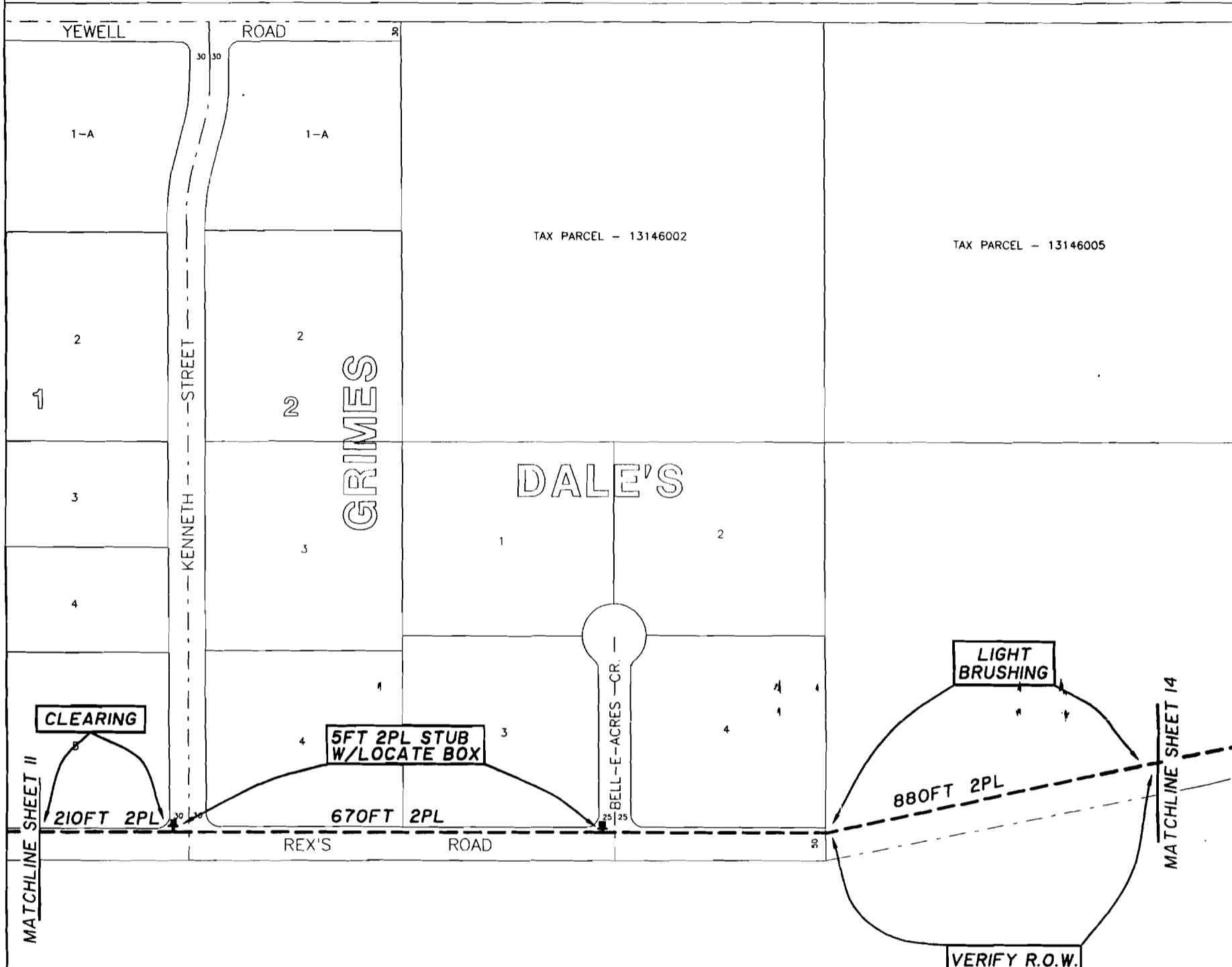
SCALE 1"=200'

ER#	SALES#	REVISED	DATE
	SK603		
PROD.#	GRID	DATE	
SK 2527	9613	01/22/02	

DRAWN JK CHRD KG

HOPE

192

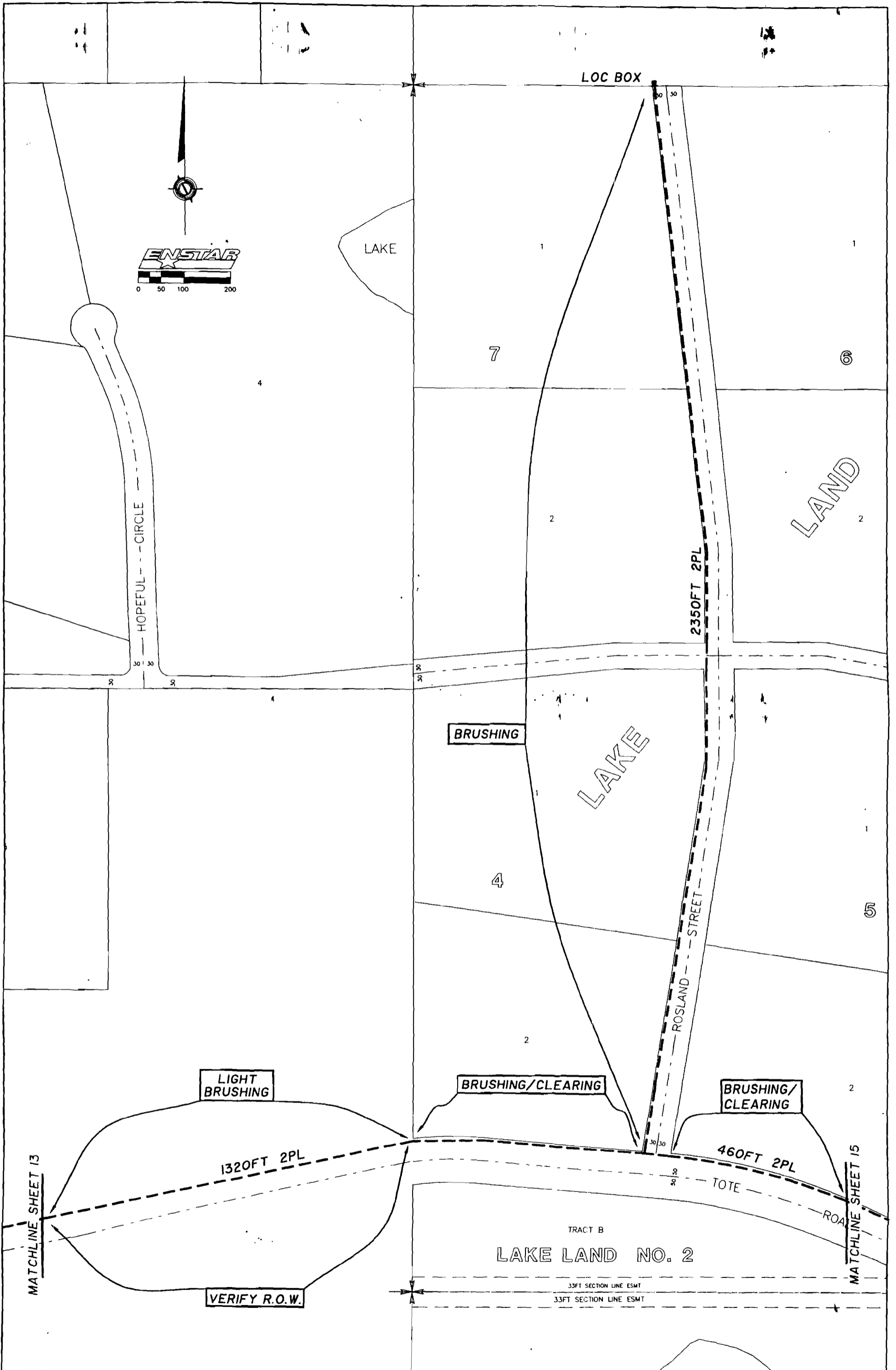


ENSTAR NATURAL GAS COMPANY  
**ENSTAR**  
 ANCHORAGE, ALASKA

PROPOSED GAS MAINS  
**ECHO LAKE RD - LID** PROP # SK 2527  
 SHEET 13 OF 17 SCALE 1"=200'

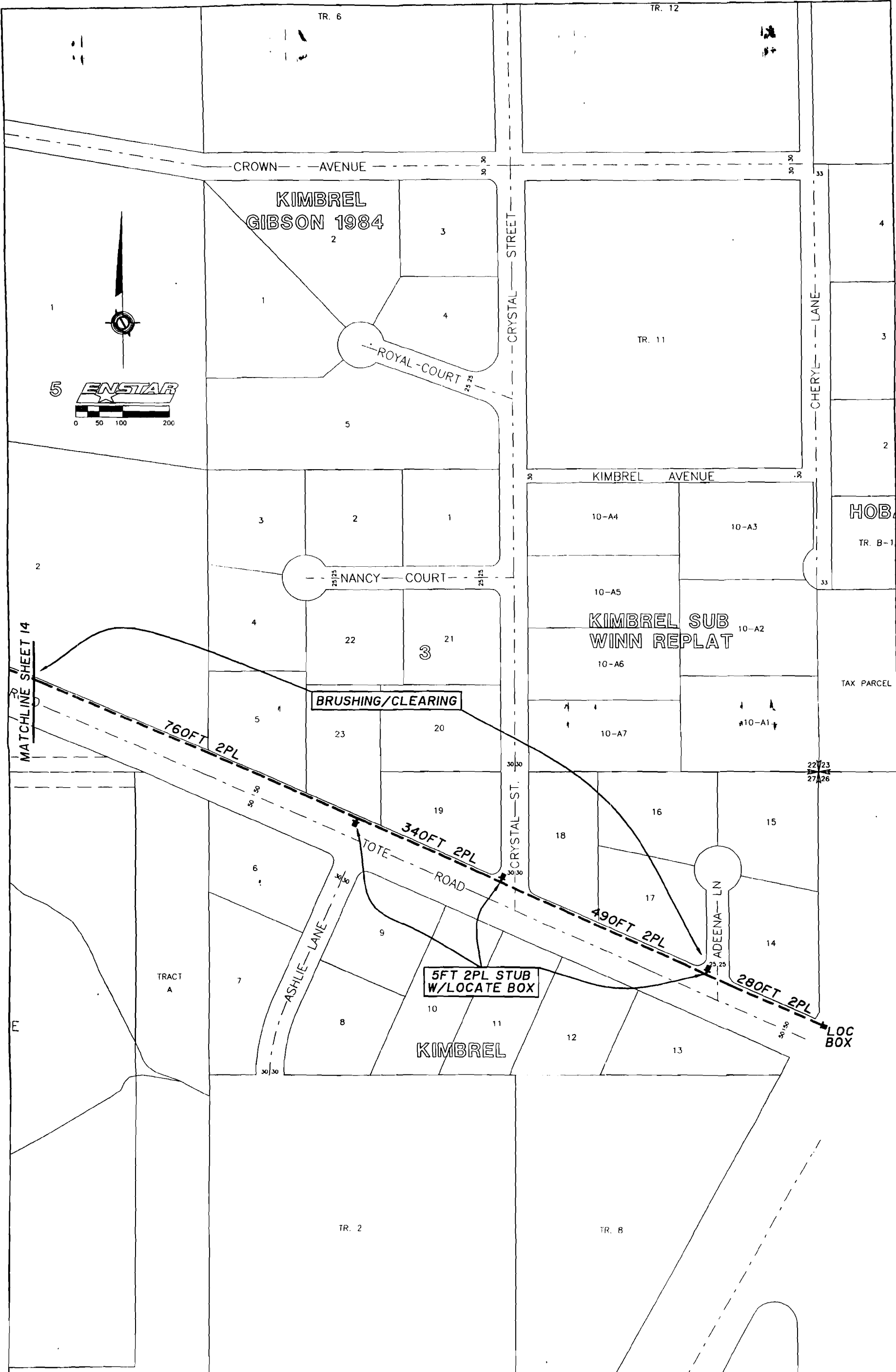
ER*		REVISIONS	DATE
SALES#	SK603		
GRID	9515		
DATE	01/22/02	DRAWN JK	CHKD KG

193



PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**  
 PROP# SK 2527  
 SHEET 14 OF 17 SCALE 1"=200'

ER#	SALES# SK603	REVISIONS	DATE
GRID	9516 9616		
DATE	01/22/02	DRAWN JK	CHKD KG



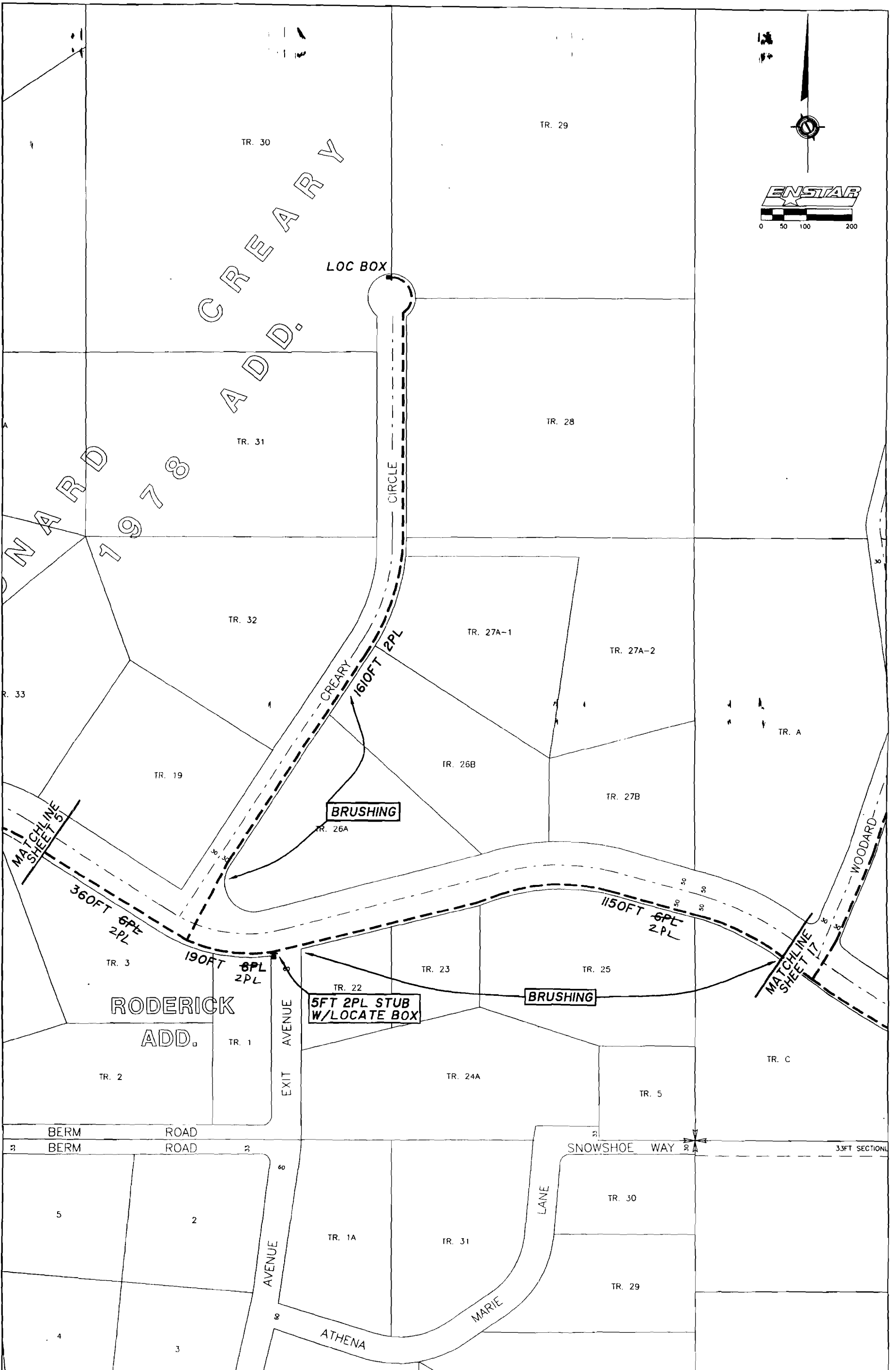
PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**

SHEET 15 OF 17

SCALE 1"=200'

PROP # SK 2527

ER#	SALES# SK603	REVISIONS	DATE
GRID	9516 9616		
DATE	01/22/02	DRAWN	JK CHKD KG



ENSTAR NATURAL GAS COMPANY  
  
 ANCHORAGE, ALASKA

PROPOSED GAS MAINS  
**ECHO LAKE RD - LID**  
 SHEET 16 OF 17

PROP# SK 2527  
 SCALE 1"=200'

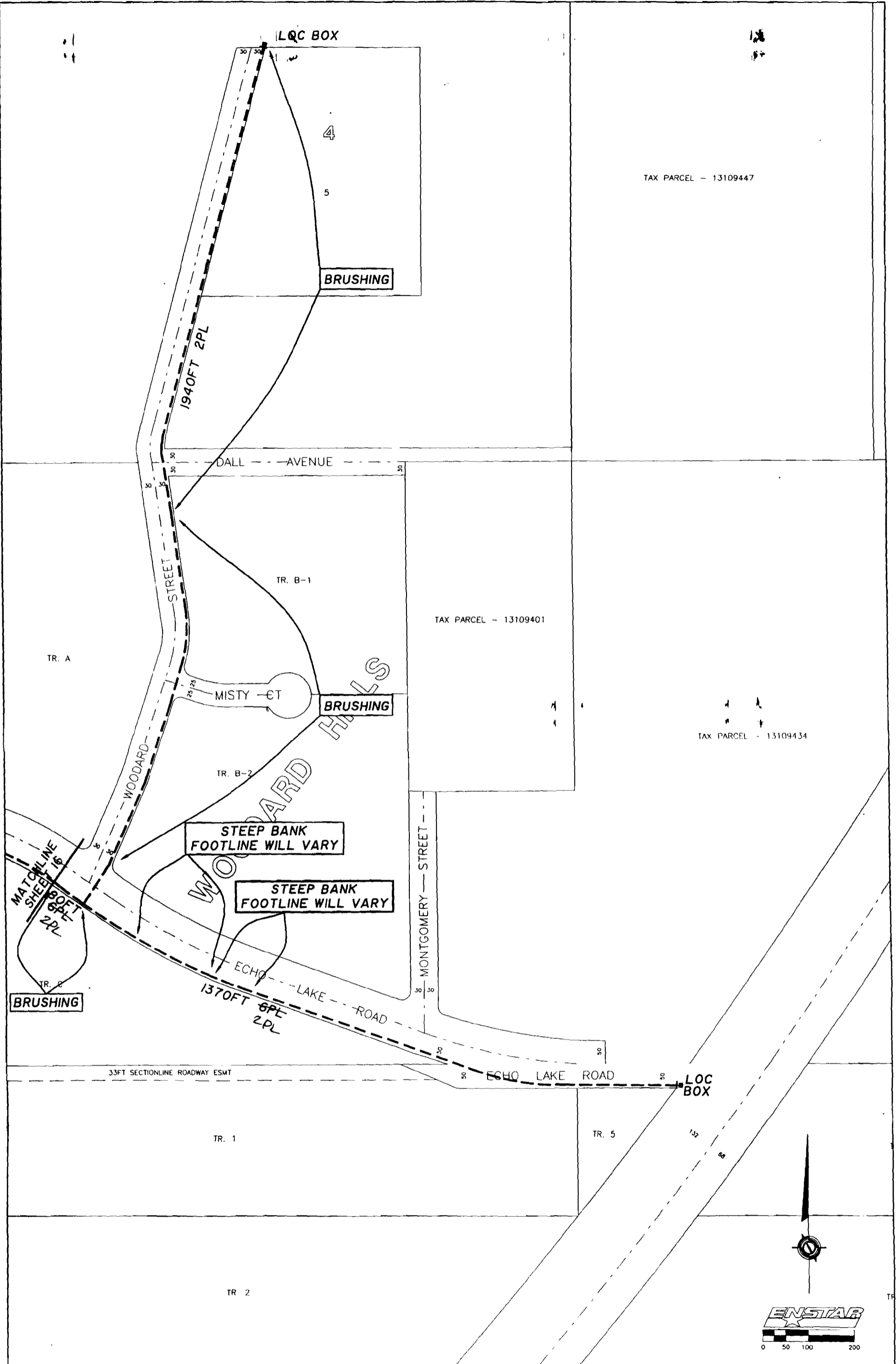
ER#		REVISIONS	DATE
SALES#	SK603		
GRID	9317-18		
DATE	01/22/02	DRAWN	JK CHKD KG

12  
15

TAX PARCEL - 13109447

TAX PARCEL - 13109401

TAX PARCEL - 13109434



PROPOSED GAS MAINS  
**ECHO LAKE RD - LID** PROP# SK 2527  
 SHEET 17 OF 17 SCALE 1"=200'

ER#	SALES# SK605	REVISIONS	DATE
GRID	9318		
DATE	01/22/02	DRAWN JK	CHKD KG

Introduced by:

Mayor

Date:

06/04/02

Action:

Vote:





Introduced by: Mayor  
Date: 06/04/02  
Action:  
Vote:

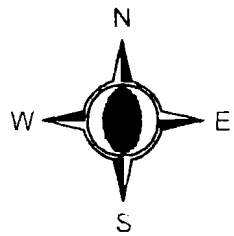
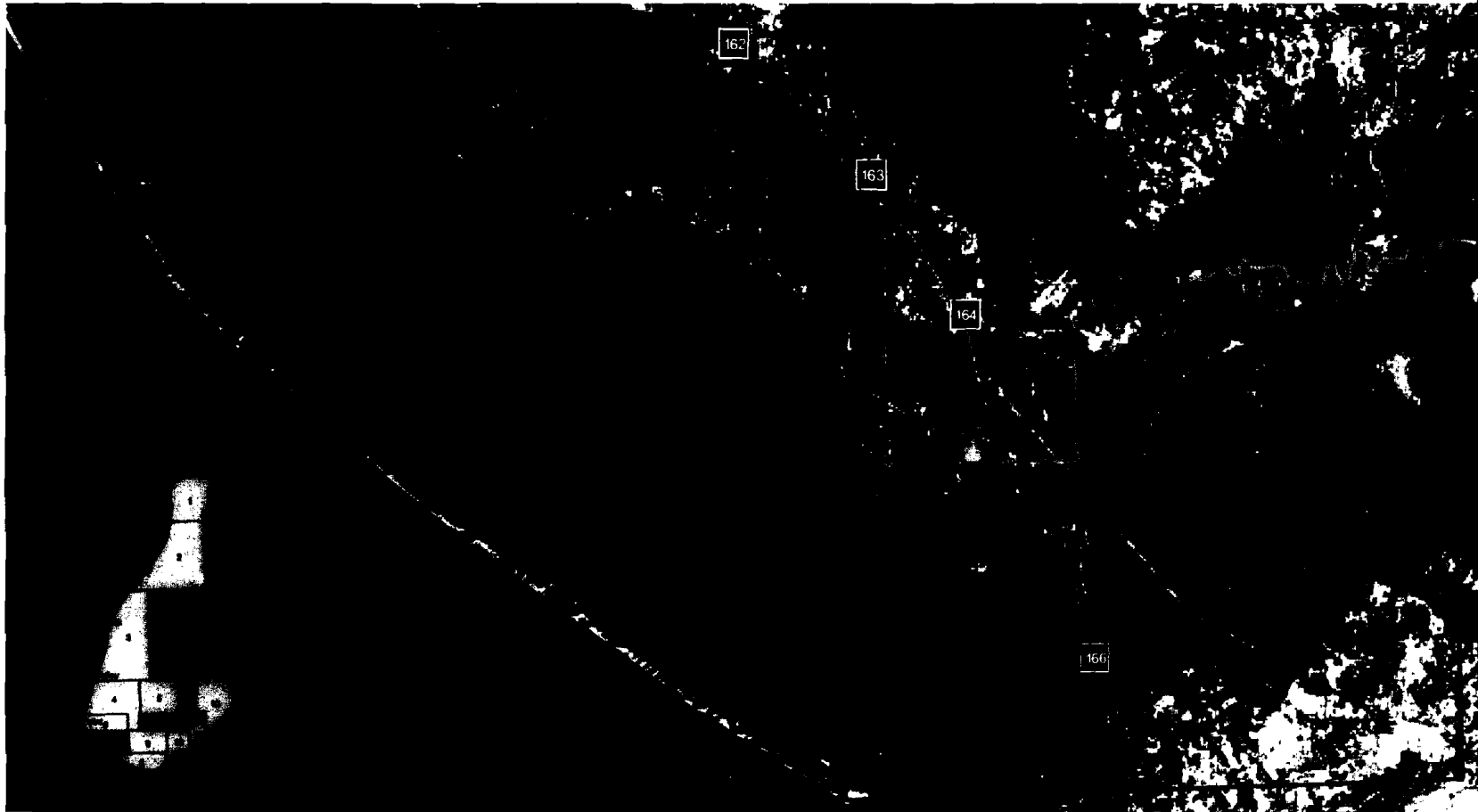
**KENAI PENINSULA BOROUGH  
RESOLUTION 2002-075**

**A RESOLUTION SETTING THE RATE OF LEVY FOR REAL AND PERSONAL  
PROPERTY TAXES FOR THE KENAI PENINSULA BOROUGH AND FOR SERVICE  
AREAS WITHIN THE BOROUGH FOR THE TAX YEAR 2002**









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

- SECTION 1.** That the rate of levy of taxes on all real and personal property within the Kenai Peninsula Borough for the tax year 2002 is hereby set at 6.50 mills on each one dollar of assessed value as determined by the assessment roll and any supplemental rolls hereafter certified by the Borough Assessor.
- SECTION 2.** That in addition to any other rate or rates of levy applicable for other purposes, the rate of levy of taxes on all real and personal property within the Nikiski Fire Service Area for said area for the tax year of 2002 is hereby set at 2.30 mills on each one dollar of assessed value as determined by the assessment roll and any supplemental rolls hereafter certified by the Borough Assessor.
- SECTION 3.** That in addition to any other rate or rates of levy applicable for other purposes, the rate of levy of taxes on all real and personal property within the Bear Creek Fire Service Area for said area for the tax year of 2002 is hereby set at 2.25 mills on each one dollar of assessed value as determined by the assessment roll and any supplemental rolls hereafter certified by the Borough Assessor.
- SECTION 4.** That in addition to any other rate or rates of levy applicable for other purposes, the rate of levy of taxes on all real and personal property within the Anchor Point Fire and Emergency Medical Service Area for said area for the tax year of 2002 is hereby set at 2.00 mills on each one dollar of assessed value as determined by the assessment roll and any supplemental rolls hereafter certified by the Borough Assessor.
- SECTION 5.** That in addition to any other rate or rates of levy applicable for other purposes, the rate of levy of taxes on all real and personal property within the Central Emergency Service Area for said area for the tax year of 2002 is hereby set at 2.60 mills on each one dollar of assessed value as determined by the assessment roll and any supplemental rolls hereafter certified by the Borough Assessor.

**SECTION 6.** That in addition to any other rate or rates of levy applicable for other purposes, the rate of levy of taxes on all real and personal property within the Kachemak Emergency Service Area for said area for the tax year of 2002 is hereby set at 1.75 mills on each one dollar of assessed value as determined by the assessment



**LEGEND**

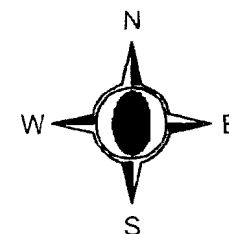
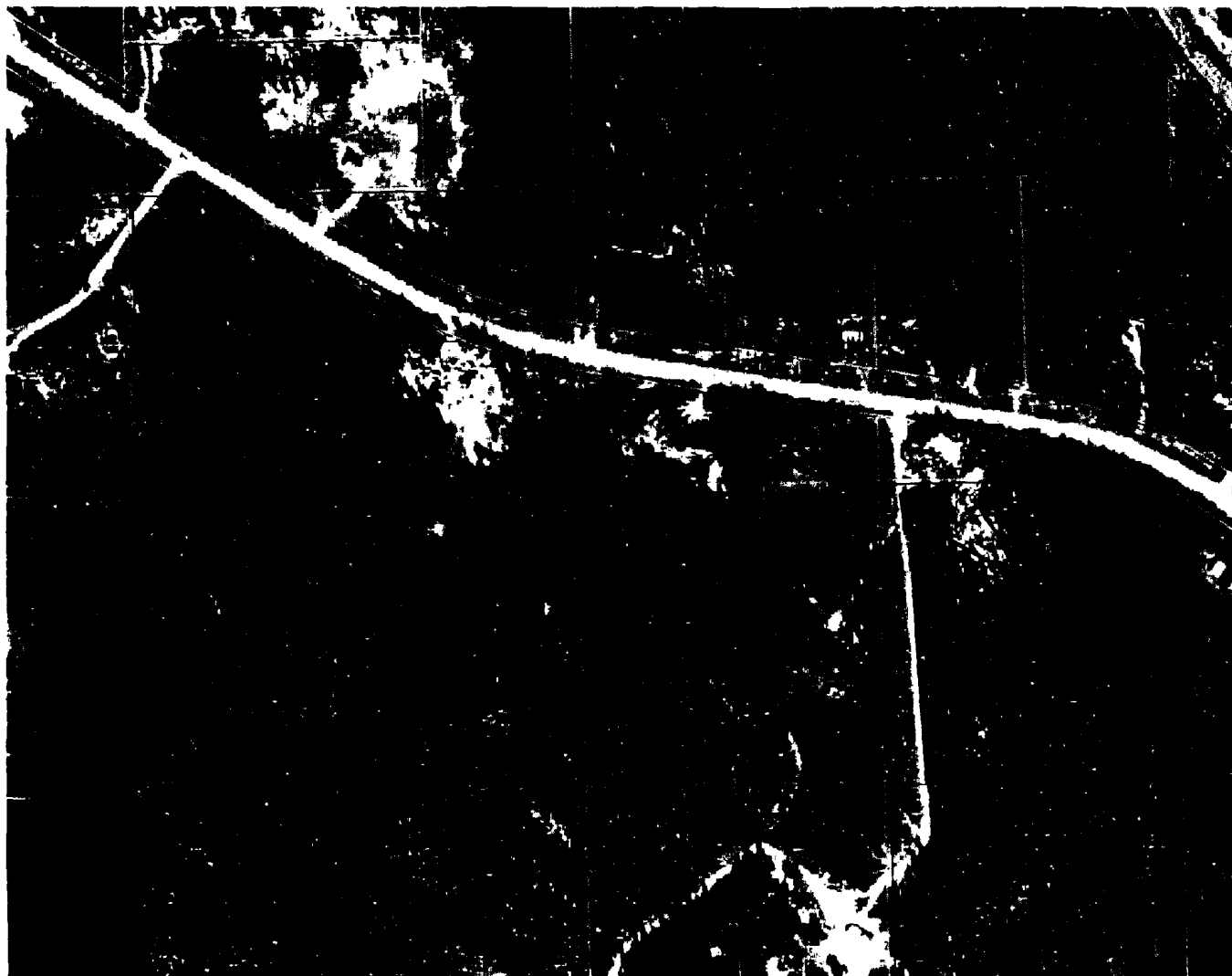
	Unit 7
	Belnap
	Horn
	Dusty
	Melody
	Rascal
	APC Boundary
	Cook Inlet

**Kenai Peninsula Borough (KPB)  
Spruce Bark Beetle Mitigation Program (SBBMP)  
Martín Escobedo, April 9, 2002. 10:04 hrs.**

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



# THU # 1: Dusty



## LEGEND

-  Dusty
-  Parcels
-  KPB Lands



Kenai Peninsula Borough (KPB)  
Spruce Bark Beetle Mitigation Program (SBBMP)  
Marin Escobedo April 2, 2002, 9:47 hrs.

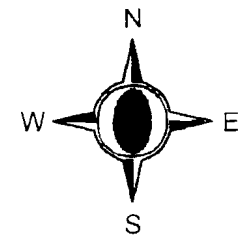
KPB or SBBMP are not responsible for  
errors, omissions, or deletions on this map.  
Discrepancies in feature or boundary alignments  
are due to use of data from different sources.  
This map is not a legal representation, is produced for  
general informational purposes only, and is not for sale.

500 0 500 1000 1500 2000 Feet









# THU # 1: Rascal



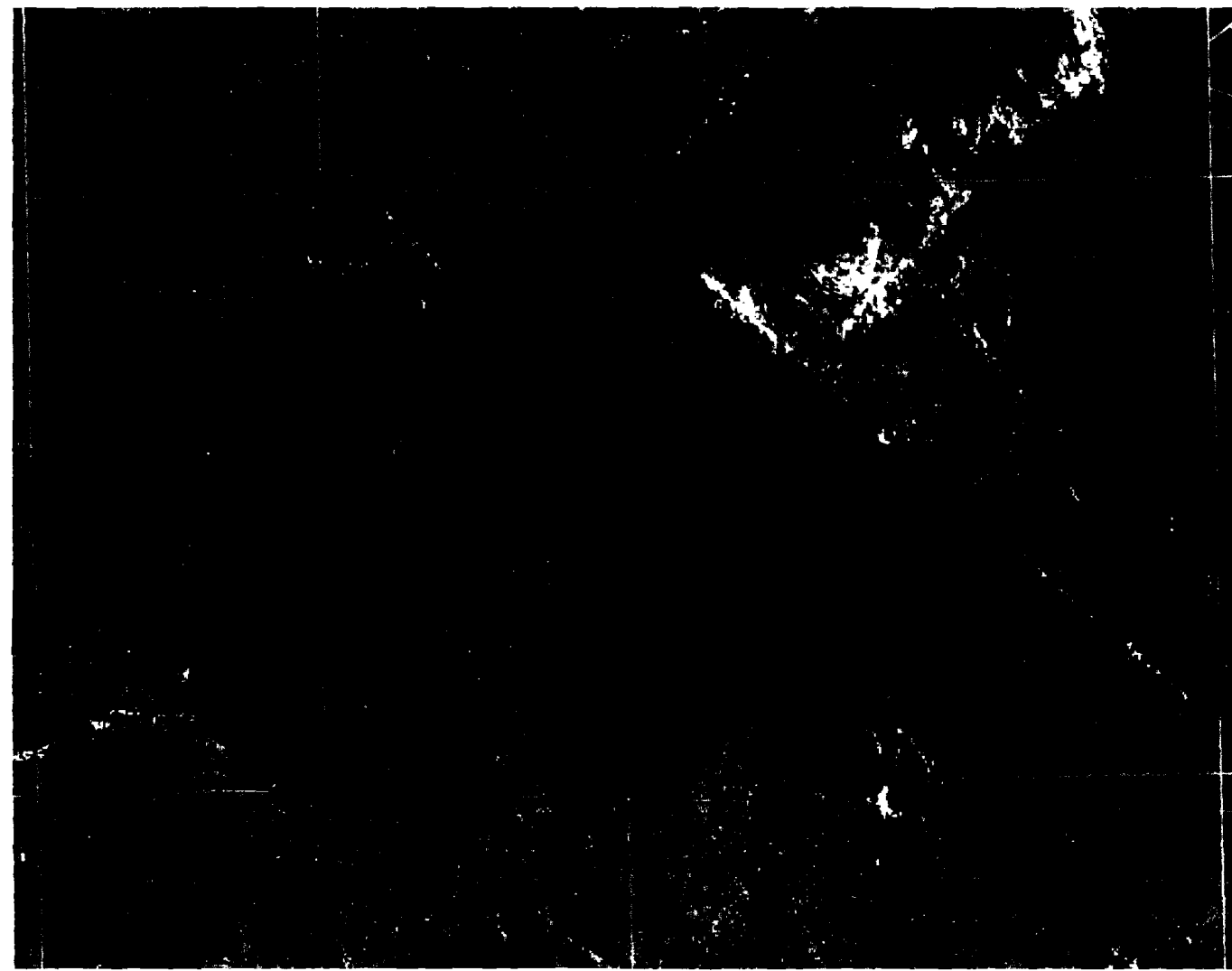
**LEGEND**

-  Rascal
-  Parcels
-  KPB Lands



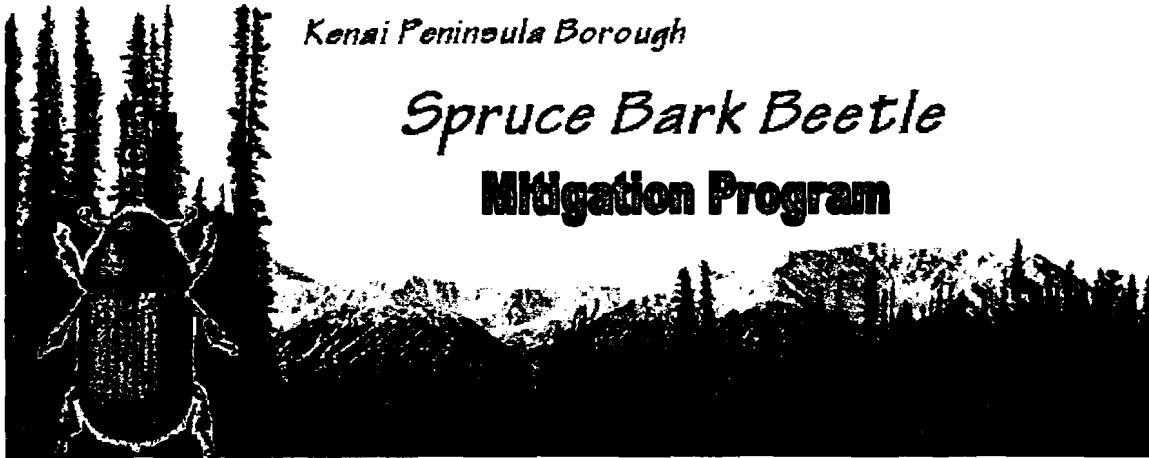
Kenai Peninsula Borough (KPB)  
Spruce Bark Beetle Mitigation Program (SBBMP)  
Martin Escobedo April 9, 2002 9:37 hrs

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









April 2002

**FOREST MANAGEMENT SALES REPORT: UNIT 7**  
**ANCHOR POINT ADVISORY PLANNING COMMISSION**  
**AREA**

Dusty Sale: KPB Parcels #17107014 and 17107024

Melody Sale: KPB Parcels #17103112, 17103125, #17107013 and  
17107023

Rascal Sale: KPB Parcel #16913128

## TABLE OF CONTENTS: UNIT 7 FOREST MANAGEMENT SALES REPORT

I.	<u>Introduction</u>	
A.	Purpose of FMSR	3
B.	Location of Fuel Reduction Parcels	3
C.	Title, Classification, and Other Active or Pending Interests	3
D.	Objectives of Forest Management Sales Report	3
E.	Harvest Methods and Reforestation Requirements	4
II.	<u>Background and Issues</u>	
A.	Physical Features and Parcel Descriptions	4
B.	Water Bodies	5
C.	Land Use	6
D.	Transportation and Access	6
E.	Cultural Resources	6
F.	Recreation Resources	6
G.	Current Stand Conditions on Bark Beetle Impacted Sites	6
H.	Changing Forest Fuel Conditions and Fire Suppression Caused by Spruce Bark Beetle Infestation	7
I.	Changes to Wildlife Habitat Caused by Spruce Bark Beetle Infestation	11
J.	Changes to Scenic Values Caused by the Spruce Bark Beetle Infestation	13
III.	<u>Impacts of Fuel Reduction Sales</u>	
A.	Effects on Wildlife Caused by Fuel Reduction Sales	13
B.	Effects on Fisheries Caused by Fuel Reduction Sales	17
C.	Effects on Subsistence Caused by Fuel Reduction Sales	18
D.	Effects on Recreation Caused by Fuel Reduction Sales	18
E.	Effects on Erosion Caused by Fuel Reduction Sales	18
F.	Effects on Mining Caused by Fuel Reduction Sales	18
G.	Effects on Mineral Sources Caused by Fuel Reduction Sales	18
IV.	<u>Timber Harvest and Contract Requirements</u>	
A.	Estimated Volume of Parcels	18
B.	Method of Payment	18
C.	Boundary Requirements	18
D.	Authority to sell Timber	19
E.	Requirements for Scaling the Harvested Timber	19
F.	Contract Requirements	19
G.	Sale Procedure, date, and time	19
H.	Requirements and Qualifications of Bidders	19
V.	<u>Attachment A: Unit Sale Parcel Summaries and Maps</u>	

## UNIT 7 FOREST MANAGEMENT SALES REPORT

### I. INTRODUCTION

#### A. Purpose of Forest Management Sales Report

The purpose of this Forest Management Sales Report (FMSR) is to provide information so the best interest of the Kenai Peninsula Borough (KPB) may be served by offering for sale timber rights for KPB tracts in Unit 7 identified in KPB Ordinance 2000-50.

As approved in Ordinance 2000-50, the borough mayor is authorized to prepare a single FMSR for this unit and enter into necessary contracts on individual parcels. This FMSR shall be subject to review by the Planning Commission and approval by the Assembly in accordance with KPB 17.50.035

These fuel reduction sales will decrease the potential of catastrophic wildland fire in Unit 7 by salvaging dead or dying spruce bark beetle (*Dendroctonus rufipennis* Kirby) infested spruce on KPB tracts identified by the KPB Spruce Beetle Mitigation Program as having moderate or high wildland fire hazards. On the average, spruce beetles have killed or infested over 90% of the mature spruce trees within the Unit 7 sale areas.

#### B. Location of Fuel Reduction Parcels

Unit 7 encompasses tracts in T05S R14W Sections 30 and 32, and in T05S R15W Section 23. Individual parcels are described in Section II, A.

#### C. Title, Classification and Other Active or Pending Interests:

The sale area was acquired under the municipal land entitlement program. These tracts are not classified. Classification of these tracts before fuel harvesting is not required under KPB Ordinance 2000-50. The sale area is suitable for resource development, residential sale and development, and recreational use. No sales are proposed or imminent.

#### D. Objectives:

1. Reduce the wildland fire hazard in Unit 7 by removing fuel loads
2. Accelerate reforestation on beetle-impacted sites
3. Increase plant species diversity on beetle-impacted sites
4. Improve long-term forest growth and vigor by harvesting the dead and insect infested timber
5. Salvage timber affected by spruce beetles
6. Provide jobs from logging and wood processing
7. Enhance KPB Spruce Bark Beetle Reforestation Program by providing positive royalties to KPB in the form of tonnage stumpage payments to be dedicated to continued SBB mitigation work.

## E. Harvest Methods and Reforestation Requirements

All merchantable dead or infested spruce trees will be whole tree logged, or removed as directed by the KPB Forester. Snags will be left for cavity nesters upon the direction of the KPB Forester. Green reserves consisting of live, non-infested spruce trees as well as all hardwood trees will be left on site. Every practical effort shall be made to perform clearing work to minimize the damage to surrounding live spruce and/or hardwoods that are not a part of the hazard removal program. Scattered large-downed woody debris necessary for wildlife cover and migration, under the direction of the KPB Forester and in compliance with KPB Forest Fire Science Technical Committee's recommendations, will be left on site.

Slash shall be bucked and scattered or spread out so that debris is not stacked or piled. Stumps will be left no higher than 12 inches. Slash piles must be burnt in accordance with all Federal and State requirements, and under the direction of the KPB Forester. Material left on site shall be broken down so that it lies within 12 inches of the natural ground level or as directed by the KPB Forester.

Reforestation will occur on all harvested parcels, in accordance with KPB Ordinance 2000-50. A Reforestation Technical Committee has been created in accordance with KPB Ordinance 2000-19-19 to provide scientific oversight and technical guidance levels for KPB reforestation projects. The Reforestation Technical Committee will monitor the KPB reforestation program, assist in designing reforestation projects, provide expertise for implementing reforestation projects, and provide recommendations for individual site prescriptions. Members of the Reforestation Technical Committee represent federal and state agencies, the University of Alaska, and the KPB and are knowledgeable in the areas of natural resource conservation, ecological research, silviculture, agriculture, tree regeneration, and other related forestry fields.

## II. BACKGROUND AND ISSUES

### A. Physical Features and Parcel descriptions

Unit 7 fuel reduction sales are located near the southern portion of the Old Sterling Highway south of Anchor Point, Alaska. Most sale parcels are adjacent to or near the road system.

### DUSTY SALE

There are approximately 22 acres of forested uplands on these two parcels. The Old Sterling Highway accesses both of these parcels although summer access to the Western parcel could prove prohibitive for summer logging. A gravel road that runs through its Western boundary also accesses the Eastern parcel. The timbered portion of these parcels are well drained Mutnala soils with gentle to moderate slopes within the Mutnala-Salamatof Association. Parcels #17107014 and 17107024 are located in Township 5 S Range 14 W section 32. The timber is mature Lutz spruce with a few saplings and scattered birches. The mature spruce component is approximately 90-95% dead and

dying with an estimated yield of 35 tons per acre. **Existing Regeneration:** There are few saplings and birches on this parcel. A pre-harvest regeneration survey will be conducted to determine areas that will require replanting.

### MELODY SALE:

There are approximately 8 acres of forested uplands on these four parcels. The Old Sterling Highway accesses all of these parcels. The timbered portion of these parcels are well drained Mutnala soils with gentle to moderate slopes within the Mutnala-Salamatof Association. Parcels #17107013 and 17107023 are located in Township 5 S Range 14 W section 32. Parcels #17103112 and 17103125 are located in T5SR14W section 30. The timber is mature Lutz spruce with a few saplings and scattered birches. The mature spruce component is approximately 90% dead and dying with an estimated yield of 35 tons per acre. **Existing Regeneration:** There are few saplings and birches on this parcel. A pre-harvest regeneration survey will be conducted to determine areas that will require replanting.

### RASCAL SALE

Approximately 83 acres of forested uplands in this 320-acre parcel are classified as high or moderate fire hazard stands of Lutz spruce. These stands are located on well-drained silt loam uplands or on nearly level to moderately sloping mutnala soils of the Mutnala-Salamatof Association. The well-drained silts over shallow gravely glacial till moraines are surrounded by deep, poorly drained peat muskegs with lakes. Parcel #16913128 is located Southeast of the Old Sterling Highway in Township 5S Range 15 W Seward Meridian in the South ½ of Section 23.

Troublesome Creek courses through the Southwest corner of this parcel and a tributary of Traverse creek originates in the Northwest corner. Although the timbered portion of this parcel is located on well-drained soils, access to these moraines is limited to frozen winter road across muskeg. The State of Alaska and the Kenai Peninsula Borough have used winter roads from the Sterling Highway to a firewood cutting area and timber sales on and near this parcel in the past. These stands consist of mature Lutz spruce with a small component of spruce saplings and a few scattered birches. The estimated yield for this sale is thirty-five tons of chips or log per acre. The spruce bark beetle infestation is active in this sale with approximately 40 to 50% dead and dying with 10 to 15% beetle infested trees. **Existing Regeneration:** There are few saplings and birches on this parcel. A pre-harvest regeneration survey will be conducted to determine areas that require replanting. A few of the 50 to 80 year old green spruce component may survive the infestation long enough for their effectiveness as a seed source.

### B. Water-bodies

Troublesome Creek courses through the Southwest corner of parcel #16913128. Excluded from all harvests in the sale areas in Unit 7 is a 300-foot riparian buffer zone on both banks of all anadromous streams. However the contractor may harvest trees between 100 and 300 feet from the ordinary high water mark of an anadromous river if

the contractor submits, and the borough approves, a variance application as provided in KPB 17.08.020M. A variance will not be approved if it is likely to increase erosion or if there would be adverse effects on habitat as provided in KPB 17.08.020M(3).

### C. Land Use

There is no known intention for land disposal of these sites that would otherwise obviate the plan to salvage dead spruce trees.

### D. Transportation and access

Transportation and access is discussed in the narrative for each individual parcel.

### E. Cultural Resources

There are no known cultural resources on Fuel Reduction parcels in Unit 7

### F. Recreation Resources

Several of the parcels are used for cross country skiing and snow machining. The removal of dead spruce on these parcels will lessen the risk of injury to recreational users that is posed by the danger of falling dead trees.

### G. Current Stand Conditions on Spruce Bark Beetle-Impacted Sites

The following section is a compilation of data from forest ecology studies and includes references from the 1998 State of Alaska Kenai/Kodiak Forest Land Use Plan (by Wade Wahrenbrock/John See), and research published by State and Private Forestry, USFS and by ADF&G. Literature cited in this section can be obtained from or viewed at the Kenai Peninsula Borough Spruce Bark Beetle Office.

Forest stands in the area are predominantly upland stands of mature spruce of small saw-log size at 50 to 80% densities. About one tenth of the area is covered with spruce poles and mixed shrub. Forest stands in the area are predominately upland stands of spruce or mixed spruce and birch with scattered cottonwood. They would be classified as closed white spruce forests grading into more open white spruce forest (Viereck et al. 1992).

On the Kenai Peninsula, there are natural hybrids between white spruce and Sitka spruce (*Picea glauca* X *sitchensis*). This hybrid is called Lutz spruce (*Picea* X *Lutzii* Little). Researchers believe that this hybridization (a hybrid swarm) occurs at varying degrees with some trees showing strong white spruce characteristics, while others will show strong Sitka spruce characteristics. Muskeg, riparian willow, upland willow, and upland alder types are also found. Over 80% of all Lutz spruce 6 inches Diameter at Breast Height and greater on these fuel reduction parcels have been killed by spruce bark beetles.

While the spruce bark beetle infestation remains active in this management unit, the complete loss of needles on many spruce suggest they were attacked as early as 1997. Many larger spruce have lost significant amounts of bark and wood decay is advancing as evident by occasional wind-snap and soft borings. Very few spruce in the 7 to 12 inch Diameter at Breast Height class are green. Most of these green spruce trees are heavily infested with spruce bark beetles and are assumed dead.

There will be considerable changes to the living forest stand structure as a result of the spruce bark beetle infestation, including a reduction in average age of surviving trees, lower average Diameter at Breast Height, lower average tree height, and decline in stand density. Residual surviving trees initially consist of suppressed and intermediate spruce resulting in decreased canopy cover (Schmid and Frye 1977). Also, stand species composition may be altered. There are a number of successional pathways that may occur.

Natural spruce regeneration occurs when there is an adequate supply of viable seed and an appropriate seedbed (Inter-Agency Forest Ecology Study Team #9). However, beetle impacted stands experience a significant influx of grass within five years of spruce bark beetle-caused mortality and often lack an appropriate seedbed for tree regeneration. Light to moderate levels of bluejoint reedgrass (*Calamagrostis canadensis*) are already present throughout the area. Hence, competition with regeneration is expected to be high if reforestation is delayed.

Bluejoint reedgrass quickly establishes itself in stands killed by the spruce bark beetle. Because this grass lowers the soil temperature and is such an aggressive competitor, it inhibits the regeneration of both tree seedlings and browse species (Liefers, et al 1993). One study indicates that even after 11 years, no natural tree or browse regeneration had occurred on a beetle-impacted site (Holsten, et al 1995). In addition, an adequate viable spruce seed source is not present for rapid reforestation in many areas because spruce bark beetles have killed most of the mature, cone-bearing trees. Birch regeneration is also decreased due to the severe competition of grass and inadequate seedbed availability. Holsten et al also noted that plant species diversity declined in beetle-killed stands that were invaded by grass.

Within two to four years following mortality, beetle killed trees begin to wind-snap and fall to the ground. The time-span between mortality and having the tree break-off and fall to the ground appears to be a function of the level of decay in the base of the tree at the time of mortality. Recent research has shown that 50 percent of the beetle killed trees break off and fall to the ground within 10 years (Holsten, et al 1995). These downed trees fall across each other or jackstraw and limit access and mobility of both human and wildlife use of the area (Thomas 1979).

#### H. Changing Forest Fuels and Fire Suppression Caused by Spruce Bark Beetle Infestation

The following section is a compilation of data from forest ecology studies and includes references from the 1998 State of Alaska Kenai/Kodiak Forest Land Use Plan (by Wade Wahrenbrock/John See), and research published by State and Private Forestry, USFS and by ADF&G. Literature cited in this section can be obtained from or viewed at the Kenai Peninsula Borough Spruce Bark Beetle Office.

The changes occurring in the forests of the Kenai Peninsula as well as other parts of Alaska are unprecedented in recorded history (Holsten, personal communication 2001). Spruce bark beetles are greatly influencing the composition of forests by killing almost all white/Lutz spruce trees over 6 inches in diameter. In forest stands composed almost entirely of spruce trees, the effects to the forest structure being caused by the spruce bark beetle epidemic are clearly visible. The almost total loss of mature seed bearing trees over large landscapes will have very long term and profound affects on the Kenai Peninsula.

After spruce bark beetle-caused mortality, dead spruce trees begin a physiological change that occurs over time. The loss of nutrient availability causes trees to shed needles during late winter and the remaining foliage turns red during the second summer after beetle attack. Smaller twig size branch material usually breaks off trees within a couple years after death. As trees drop needle foliage and lose smaller branch material, an increase of direct sunlight reaches the forest floor. Surface vegetation changes with this event. Most noticeably, native blue joint reedgrass begins to dominate surface vegetation.

The boles of dead spruce trees are subject to natural decay processes such as "sap rot". The wood fiber structure changes so that tree boles loose elasticity and are not as flexible during windy conditions. As mentioned earlier, a study of vegetative survey plots on the Kenai Peninsula (Holsten et.al. 1995) indicate that tree stem breakage begins to accelerate between 5-10 years after bark beetles attack forest stands.

As time progresses, standing trees begin to break off and fall into one another becoming jack strawed. This provides a means for surface fires to accelerate the transition to crown fires in the remaining canopy. Overtime trees begin to fall to the ground where they become part of the surface fuel matrix and as years progress the regenerating forests develop over heavy concentrations of fuels. The heavy concentration of fuel under this regeneration will be available for combustion for many years. In some cases in the Yukon it has been reported that the material will be readily combustible for 50 years after it has fallen to the ground (Beaver 1997). While this period of heavy fuel concentration will likely be shorter on the Kenai Peninsula, especially when wood is in direct contact with the ground, these conditions are expected to still last for decades.

The high proportion of trees being killed by spruce bark beetles has created a substantial and significant change in the risk of wildland fire on the Kenai Peninsula. The greatest single change in the trees is that of water volume or moisture content. Tree foliage supported by moisture from root systems in live trees usually contains from 200 percent water content during the early summer to 120 percent during drought conditions. The moisture content of live tree boles usually ranges from 40% to 70%. This water content significantly decreases after tree mortality. Based on previous sampling of large dead tree



material it has been determined that dead spruce will reach equilibrium with environmental conditions within approximately 60 days following mortality. This material will typically have moisture content of approximately 10%.

Downed trees create additional surface fuel loading, which combines with the heavy grass mat to create a serious wildfire hazard. As beetle killed stands unravel, grass cover increases from near zero to over 50 percent of the ground cover (Schutz 1995). Fires in this fuel type can be intense, rapid moving and difficult to control (See 1997). A 1994 study of a past beetle infestation showed a general tendency for increasing surface fuel loads in later stages of an infestation (Schulz 1995). This study showed an increase in woody surface fuel loading from approximately 9 tons per acre in 1987 to over 35 tons per acre in 1994; nearly a 400 percent increase. Another case study of fire in beetle-impacted forests was conducted in 1997 (Beaver 1997). An important product generated from this study is a comparison of fire "critical surface intensity" (CSI). CSI is the term used to describe the amount of surface fire heat production that is necessary to generate full crown fire involvement of tree canopies. In the case of spruce forests that are alive and unaffected by spruce bark beetles, Beaver determined that 1,704 kilowatts/meter (KVV/M) of surface heat intensity is required to ignite green trees whose crown begins an average of four feet above the ground. In dead beetle kill spruce with the same crown height ratio, only 192 KW/M is required to generate crown fires.

The moisture content in live trees is supported by root systems. By comparison, the moisture content of dead trees is subject to daily changes due to changing weather conditions and long term drying in drought periods. In an average year, it is estimated that environmental conditions necessary to allow for full crown fire involvement of live spruce forests only occurs about 2 to 3 days each year. The number of days where environmental conditions are reached that will allow for crown fire in dead trees occurs with much greater frequency. It is estimated that dead spruce forests can reach crown fire involvement about 30 days/year on the average.

The spread of fire is greatly enhanced in beetle-killed spruce. The amount of dead and dry fine material, such as Old Mans Beard lichen, that is contained in standing dead trees aids spot fire occurrence. Dead material down wind of a fire creates a condition where hot embers initiate new fire starts with much greater frequency when compared to green live forests (personal observation W. Wahrenbrock).

Another factor affecting the fire risk of forests is termed as the probability of ignition. Probability of ignition is a term used as an expression of how easily a fire will ignite. Dead spruce with low moisture content will ignite far more readily than green spruce. Lightning has historically been an infrequent cause of fire ignition on the Kenai Peninsula (See 1998), however, wildland fire research scientists have declared the potential for lightning fire starts will increase as a result of the "sea of snags" that have been created (Alexander and Stocks 1997).

The probability of crown fire events is greatly enhanced as a result of the spruce beetle infestation. Once fires reach crown fire stage, they are difficult to suppress and are often uncontrollable. This fire risk condition will be sustained for about 10 years until such

time as dead timber stands begin to break apart and unravel. The reduction of vertical fuel load continuity will not diminish the fire risk problem. To the contrary, increased fuel loading on the ground surface will extend the fire problem in fuel types that are known to be of short season duration. Specifically, grass that evolves with increased exposure to sunlight usually only creates fire control problems during the early summer season before "green-up". The addition of large woody material from downed beetle killed trees will create fuel conditions that will support fire occurrence throughout the summer season. These fuel types have been observed to burn with high intensity levels (personal communication Kromery). Fires in this fuel type burn up to 20 times faster and 6 times more intensely than the fuel type associated with healthy white spruce stands, particularly in the spring and early fall (See 1997). Fires in downed spruce trees in grass fuels exhibit a high resistance to control by firefighters. This downed timber impedes access into a fire area by firefighters and will severely limit the use of tactical ground forces such as engines, dozers and hand crews (See 1998). Even when suppressing fires during moderate environmental conditions, placing crews in this type of fuel poses a significant personal safety risk should winds begin to rapidly increase, change direction, or if sudden slope changes are encountered.

Large wildland fires have been noted to occur on the Kenai Peninsula since the beginning of recorded history. Large intense fires may become stand replacement fires because the burned areas regenerate with even aged trees that form young successional forests. The intensity of the spruce beetle attack has created a circumstance where spruce seed will not be readily available to regenerate burned areas. The advent of large landscapes of dead trees has also created a condition where fires will burn at high intensity but may not produce seedbeds that are receptive to forest regeneration. Several early season fires such as Pot Hole Lake, Hidden Creek, and Crooked Creek fires, which resulted in cumulative suppression costs of \$6.6 million dollars, demonstrate this problem. Even though the dead spruce canopy of these fires burned with high intensity, surface vegetation consumption was low due to high moisture content. Surveys of one of these burned areas revealed that the fire consumed only 2 to 3 centimeters (cm) of duff material and less than 2% of the surface area had exposed mineral soils (Berg 1996). To compound the problem of regenerating these areas, virtually all birch, and the sapling size spruce that had not succumbed to the earlier spruce bark beetle epidemic, were killed as a result of fire intensity. The lack of a seed source within and adjoining these burned areas will compound the problem of reforesting these burned areas.

Had these large fires occurred closer to towns or improvements, structures may have been seriously threatened or lost. The risk factors for a catastrophic wildland fire are starting to stack up on the Kenai Peninsula. With the right weather conditions, the scenario for a catastrophic urban/wildland interface fire with property loss and loss of life is a definite possibility. Defensible space on a landscape scale is one of the most important actions that can be undertaken to reduce the potential of a large fire. This can be accomplished through harvesting the dead and dying timber in order to break up the continuity of fuels. Studies in Alaska and Canada show that a large percentage of spruce bark beetle-killed trees will fall to the ground in five to ten years. This downed fuel loading will add to the fire problem potential (See 1998). Of the three main factors affecting fire behavior (fuel,

weather, and topography) fuel is the only component over which some measure of management may be exerted. Extensive fuel management is the only option for mitigating potential losses (Beaver 1997).

### I. Changes to Wildlife Habitat Caused by Spruce Bark Beetle Infestation

The following section is a compilation of data from forest ecology studies and includes references from the 1998 State of Alaska Kenai/Kodiak Forest Land Use Plan (by Wade Wahrenbrock/John See), and research published by State and Private Forestry, USFS and by ADF&G. Literature cited in this section can be obtained from or viewed at the Kenai Peninsula Borough Spruce Bark Beetle Office.

Large-scale infestations of spruce bark beetles have a significant influence on wildlife habitats by changing their structure and function (Inter-Agency Forest Ecology Study Team #11). The loss of the mature spruce and the potential loss of the younger spruce component will result in the loss of hiding and thermal cover (DF&G 1994). What birch is present often has defect indicators and will likely begin to experience higher rates of weather-related breakage. The remaining live forest component will be composed primarily of scattered birch and young spruce seedling/saplings. Grass, in locations where residual tree density is minimal, will become the predominant ground cover and will inhibit the development of suckering and sprouting plants which reduces the availability of browse (Holsten, et. al. 1995). Spruce regeneration is very poor on these sites as the grass quickly out competes any seedlings that germinate. Without ground disturbance the heavy organic layer will continue to preclude desirable regeneration.

When mortality of the stand is 80-100%, wildlife diversity may be expected to decrease (Stone 1995). Of the 92 bird species that may be expected to occur on the Kenai Peninsula, 37 will decrease in abundance (e.g. spruce grouse, grosbeaks, Townsend's warblers) and 24 will increase in abundance (e.g. warblers and sparrows associated with shrubs). Eleven will have mixed or unknown response and 20 would not be expected to change in abundance (i.e. those not associated with forested habitats). Of the 39 mammal species expected to occur on the Kenai Peninsula, 13 may be expected to decrease in abundance following spruce bark beetle infestations (e.g., red squirrels, porcupines, flying squirrels) and 8 may increase (e.g., hares, voles). Eight will probably have mixed or unknown response and 10 would not be expected to change in abundance, i.e., those not associated with forested habitats (Inter-Agency Forest Ecology Study Team #11).

Within the boreal forest, **moose** are generally more closely associated with forest cover in summer than in winter. This association may be a function of preference for forage, which are of higher quality as a result of delayed plant development or different plant characteristics. Cows may prefer to calve and bed their newborns on forested knolls or other vegetated high points from which predators are more easily detected. These features may also present varied escape routes that require minimal energy expenditure by calves (Collins 1995). As the dead spruce fall to the ground, escape routes will become diminished and it is likely that energy expenditure by newborn moose (neonates) for escape will be increased. The increase over time in the amount of dead-fall which will

occur without intervention will also decrease sight distance which may result in additional predation of neonates. The increasing amount of deadfall and debris on the forest floor could limit access to preferred foraging areas and limit mobility during critical times of the year for moose (DF&G 1994).

As the number of spruce trees die, **red squirrel** populations will decline as squirrels move to nearby lower quality, marginal habitats where food may be available (ADFG 1994). Cover habitat for squirrels will also decline after the first two years as trees lose their needles. The absence of conifers will make the squirrels more susceptible to predation from raptors and larger mammals (USFS 1994). It takes at least 30-50 years after spruce has been reestablished before the area will provide quality red squirrel habitat (USFS 1994).

**Spruce grouse** are also affected by the loss of spruce trees to the spruce beetle primarily through the loss of winter feeding habitat (ADFG 1994). Gradual loss of escape and thermal cover habitat will also occur as the spruce trees lose their needles and eventually fall over (ADFG 1994). Predators associated with grouse, such as owls and goshawks, can be expected to show a response to the increased vulnerability of individual birds displaced by the infestation (USFS 1994). In large-scale infestation areas, such as the proposed sale area, increased amounts of deadfall, grass, and other debris will impede grouse reproductive displays and reduce summer feeding habitat (ADFG 1994). The end result of no treatment of these dying stands will be a decline in local spruce grouse populations (USFS 1994).

The infestation will result in an increase in the number of snags and downed woody material, likely benefiting **cavity-nesting birds** such as woodpeckers, some owls, brown creepers, nuthatches, and chickadees (DF&G 1994). Most snags are beetle-killed spruce. However, mature hardwood stands that contain some hardwood snags offer the most cavities. This is due to the morphological differences between spruce and hardwoods. Living spruce seldom has soft heartwood preferred by cavity nesters: Spruce that die usually falls to the ground within 10 years, which is the time it takes for the heartwood to soften. The larger diameter birch and cottonwood trees are more important than spruce for cavity nesters. Even though the sale area has fewer birch and cottonwood snags, they are most important to cavity nesters. After the beetle outbreak subsides, woodpeckers will still benefit from the large numbers of secondary insects (cerambycids, ants, other scolytids) present, but this food abundance should only last 2 to 3 years (Schmid and Frye, 1977). The feeding value of these insects for woodpeckers will decrease because they are generally fewer in number and less accessible (they feed in deeper recesses in the wood). Bird populations would be expected to decline because of a lack of food after these insects decline. (DF&G 1994).

The spruce bark beetle infestation may reduce the value of the sale area over time for **brown bear** as hiding cover decreases and vegetation composition of the understory changes. Because of the relatively large home range and mobility of bears, the future degradation of the infested stands will probably not have significant impacts on the bear populations (USFS 1990 and DF&G 1994).

## J. Changes to Scenic Values Caused by the Spruce Bark Beetle Infestation

The following is reprinted from the 1998 State of Alaska "Kenai/Kodiak Forest Land Use Plan":

Residents and visitors to Alaska consistently rated forest vistas damaged by spruce bark beetles lower in scenic beauty, and the more tree mortality present the lower the perceived scenic beauty. Both residents and visitors cite loss of scenic values as an important effect of spruce bark beetle damage. Visitors consistently report sightseeing as a dominant activity, and indicate views seen as a major factor affecting the quality of their visit to Alaska. Respondents of a recent USFS study consistently preferred preventative thinning treatments to a no-treatment scenario. For forested areas already severely impacted by spruce bark beetles, respondents preferred the visual conditions produced by rehabilitation strategies that resulted in more rapid regeneration of forest cover. From a list of proposed actions including a no action alternative, respondents continued to prefer actions which would include cutting and removing dead trees, even if selling them would only recover part of the costs (Daniel et. al. 1991). Cutting and removing the dead trees was also chosen over the possibility of burning a site for forest regeneration. Similar results were obtained in other studies within the U.S. (Orland, 1997 and Oriand et. al. 1993).

### III. IMPACTS OF FUEL REDUCTION SALES

#### A. Effects on Wildlife Caused by Fuel Reduction Sales

The following section is a compilation of data from forest ecology studies that includes references from the 1998 State of Alaska Kenai/Kodiak Forest Land Use Plan (by Wade Wahrenbrock/John See), and research published by State and Private Forestry, USFS and by ADF&G. Literature cited in this section can be obtained from or viewed at the Kenai Peninsula Borough Spruce Bark Beetle Office.

The effects of the proposed timber sale will vary depending on species. As noted earlier, the spruce bark beetle infestation is already impacting wildlife. Wildlife species that prefer mature and over-mature spruce stands will either be displaced or decline in numbers. Species preferring the grass-forb successional stage will likely increase in abundance (DF&G 1994). The proposed silvicultural harvest prescription and the post-harvest site preparation treatment will encourage the regeneration of both birch and spruce (Collins 1992) although opportunities for birch regeneration are limited and some parcels are almost void of birch trees. Scarification should enhance the reestablishment of the forest. Documented natural trends show re-colonization by browse and tree species to be very slow to non-existent due to grass competition (Holsten et al. 1995). Muskeg edges and harvested sites, which are prepared for the regeneration of hardwood species, will often provide for an earlier food source in late winter/early spring (Schwartz, 1998 personal communication). Snow depth and browse availability at this time of year can be especially important for moose survival as fat reserves are at the lowest.

Possible effects of the proposed timber harvest on several wildlife species are outlined below.

#### Impacts of Fuel Reduction Harvest on Black Bears

For **black bear**, ... Timber harvest during the winter denning period could disturb black bears denning in or near harvest activity. Human presence and associated development may preclude bear use of traditional feeding areas and movement corridors during periods of harvest activities (DF&G 1994).

Increased vulnerability of local black bear populations to hunting is a function of road location and road density which, in turn, is related to the timber harvesting systems used and the level of logging activity (DF&G 1994).

#### Impacts of Fuel Reduction Harvest on Brown Bears

The **brown bear** population on the Kenai is presently estimated to range between 250-400 bears (Schwartz & Arthur 1996). The highest densities of brown bears are in the forested lowlands and sub-alpine areas west of the Kenai Mountains. There is presently no indication of a decreasing population. The population numbers were probably at an all-time low in the 1920's due to the tendency of locals to shoot most bears on sight (Shuster personal communication, 1997) and the population had been poisoned in the early part of this century (Jacobs 1989). Their distribution often overlaps that of black bears (DF&G 1994). They generally frequent remote, higher elevation, sub-alpine and alpine habitats more often than black bears (DF&G 1994). ... Dens on the Kenai are generally in the mountains or on steep hillsides. Most brown bear denning occurs at higher elevations than the proposed sale area (Jacobs 1989). However, recent research has shown that some bears do den in forested lowlands.

Logging can benefit grizzly bear populations if production of berry producing shrubs is increased. Roads associated with the timber harvest may cause behavioral changes with the bear population. Although evidence suggests that road avoidance behavior and habitat loss leads to changes in wildlife productivity and survivorship, there is little data currently available to support this hypothesis (Frederick 1991). To be of major concern to wildlife managers, behavioral responses to disturbance must have demonstrable demographic consequences. Demographic responses do not necessarily follow, even from significant behavioral responses to changes of the habitat (McLellan and Shackleton 1988). Significantly, the demographic response by brown bears on the Kenai Peninsula has been an increase in the population. Since the 1950's the brown bear population on the peninsula has increased to a current estimated population of 300 (Schwartz personal communication). This is despite a human population increase on the Kenai Peninsula from 9,053 in 1960 to 48,815 in 1998.

A number of researchers suggest that hunting keeps bears wary of humans because bears learn from experience with hunters. Hunters quickly eliminate bears that are not secretive. Bear populations in areas of high human density persist apparently because

individuals have learned to avoid human confrontation and withdraw from human contact. Researchers suggest that a strong negative response of grizzly bears to people does not affect population size, and therefore may actually benefit bears by reducing the frequency of human-bear encounters (Frederick 1991).

Several researchers suggest that grizzly bears habituate to open roads by shifting to a more nocturnal activity pattern. Apparently, darkness may serve as cover, allowing bears to use roads and adjacent habitats and to cross open areas where they are vulnerable to human harassment and hunting mortality. To use areas within 100 meters of roads within their home range, bears have often done so under the cover of darkness by being nocturnal in their travel and feeding patterns (Frederick 1991). This travel period may have a shortened duration in Alaska due to the state's latitude. However, in numerous studies it has been shown that brown bears will utilize highly disturbed areas by being nocturnal, while bears in undisturbed areas tend to be more crepuscular (active during twilight)(Frederick 1991). Some studies have shown that bears and some yearlings within cover did not change position when vehicles approached. It has also been noted that sows with cubs and yearling juveniles more frequently used habitats near roads than other bears. These habitats near roads may have been relatively secure because roads were avoided by potentially aggressive adult males (McLellan and Shackleton 1988). Several researchers reported that adult bears in open sites usually retreated to cover when a vehicle approached within 300 meters. However, researchers McLellan and Shackleton found that bears fled even further when approached by people on foot; in 5 of 9 cases when bears in remote areas were approached by humans, bears fled for distances greater than 1 km (0.6 miles), or out of the immediate drainage (Frederick 1991). This illustrates that bears find vehicular traffic less threatening than people on foot. This may be attributable to habituation.

To maintain and potentially increase the brown bear population on the Kenai Peninsula, DF&G continues to adjust hunting seasons for brown bears. An estimate of the total bear population and reproductive rates is used to determine the annual harvest. Bear population goals have been met in the past four years by a spring bear hunt and Defense of Life and Property (DLP) takings. Therefore it was determined that a fall hunt should not be conducted. In 1998 DF&G placed the brown bear residing on the Kenai Peninsula on the State's species of concern list.

Wildlife biologists have expressed concern about the increasing trend in brown bear mortality caused by DLP takings and potential for additional mortality from human encroachment into bear habitat. The number of non-hunting kills, which includes DLP, research mortalities, and other known human-caused mortalities, increased each year from three in 1991 to ten in 1995 and fell back to six in 1998. Since 1986, approximately a third of the DLP's are occurring near homes, another third is associated with hunting, and the last third is across the board of different activities such as fishing, hiking, ranching, etc. None of the DLP's have directly been associated with timber harvest operations (Ted Spraker personal communication 1998 & Gino Del Frate, DF&G, personal communication 1997).

In the fall bears travel great distances to feed on devils club berries in the mountainous portion of the peninsula (Collins, DF&G 1998 personal communication). It is also important to note that berries, where present, are an important summer and fall food item for brown bears (Suring 1998). In the spring, bears diet often consists of skunk cabbage (*Lysichiton americanum*), grasses (*Calamagrostis spp.*) and horsetail (*Equisetum spp.*), which are widely distributed across the peninsula. Bears consume ungulate carrion and bears have been effective predators on moose. Recent research has shown that spring and early summer range is important because brown bears are very efficient predators of moose calves (Charles C. Schwartz, DF&G, personal communication 1997). Generally, the areas of highest habitat value include areas with southern aspects and wet habitats within defined ungulate winter range (Suring 1998).

The availability of security cover is considered important in how brown bears are influenced by human activities. Brown bears are at least twice as likely to be displaced from open areas where they can see or be seen by humans (Suring 1998). The spruce saplings, residual birch, alder thickets and willow thickets, as well as the retention areas, will provide cover to bears moving through the area while the seedlings and saplings continue to grow and reduce visual distances.

#### Impacts of Fuel Reduction Harvest on Moose

The impacts of timber harvesting on moose is often determined by the size of the harvest. While biologists recognize the importance of overstory disturbance in the boreal forest in terms of enhanced production of moose browse, recommendations for the size and shape of the forest openings vary greatly from 5 acres to a square mile or more. Generally, the most important reported relationship between size/shape of created openings and their utilization by moose is related to seeding distance and establishment of important species (Collins 1995). On state-owned lands that have been harvested and scarified, a high stocking level of browse species has occurred (e.g. birch seedlings, aspen seedlings, etc.). Peak browse production occurs 10-16 years after disturbance (Inter-Agency Forest Ecology Study Team #4).

Provided excessive browsing of birch is controlled, it takes approximately 3 to 5 years for birch to become tall enough to be available as winter browse. Birches that are 4 to 5 years old are tall enough to provide equal or greater wind protection and security cover than mature forest. Cover is more important in summer conditions. Moose have an efficient way of keeping warm in severe weather but are less efficient in moderating the effects of high summer temperatures that can cause them to overheat (Inter-Agency Forest Ecology Study Team #6).

#### Impacts of Fuel Reduction Harvest on Ermine, Mink, River Otters, Spruce Grouse

It is anticipated that harvest operations will likely reduce available prey for ermine for an extended period of time. To help offset this potential reduction, the proposed silvicultural prescription will retain the younger spruce component and the hardwoods. Snag retention and muskeg leave areas will also offset some of the impact on ermine habitat.



**Mink** use of the area, both presently and post-harvest, is expected to be low. Mink are commonly found near streams, ponds, marshes, beaches, or muskegs. The aquatic and riparian habitats are the most important mink habitat and this proposed sale provides for a leave retention area along the wetland areas within the sale.

**River otters**, like mink, prefer aquatic and streamside habitats. Since streamside areas are not proposed for harvest, it is expected that no impact will occur to river otters from this sale.

**Lynx** will use early successional habitats resulting from timber cutting, but require proximity to mature mixed forests (DF&G 1994). Retention of small residual stands, and uncut movement corridors along streams and/or muskegs will maximize edge effect and provide a mix of cover and early successional feeding areas. Potential improvement in snowshoe hare habitat quality should appear evident after logging (DF&G 1994). It is expected that lynx numbers could then show a corresponding increase as hares prosper in these areas (DF&G 1994).

**Spruce grouse** will be affected by the loss of canopy that will result in increased mortality of spruce grouse from predation on more visible nests and from the loss of protection from inclement weather (DF&G 1994). The decreased winter food supplies (loss of spruce needles and buds) may displace grouse into areas of lower quality habitat that could increase nutritional stress, and lead to increased mortality (DF&G 1994). Sapling and advanced regeneration areas within the sale are often patchy, but may provide sufficient cover to serve as courtship display areas. Live mature spruce stands for winter escape cover and protection will be difficult to find due to the heavy mortality of spruce caused by the spruce bark beetle. Leave areas will help to offset this loss to the extent that they are useful.

The potential effects of the fuel reduction sales on **non-game birds** will be the shortage of suitable nesting trees, which could result in lower numbers of birds. The conversion of sites to early successional stages could result in a shift in bird species composition to favor birds that prefer grass, shrub/forb, and sapling habitats (DF&G 1994). The retention of the younger spruce component and the hardwoods will maintain some foraging and nesting habitats. The retention of the leave areas and residuals will help to provide a range of different stand ages and micro-habitat features that will help to maintain the diversity of boreal forest bird species (DF&G 1994).

To minimize impacts to wildlife populations, roads will be carefully designed to minimize vehicular access to sale units other than that necessary for harvest activities.

#### **B. Effects on Fisheries Caused by Fuel Reduction Sales**

None envisioned. A setback of 300 feet from anadromous streams is provided by KPB ordinance 2000-50 with variances within 100 to 300 feet given to a contractor only upon application approval by KPB with due deference given to Alaska Department of Fish and

Game regarding the effects on fish and wildlife habitat from timber harvesting in riparian areas.

C. Effects on Subsistence Caused by Fuel Reduction Sales

No known effect.

D. Effects on Recreation Caused by Fuel Reduction Sales

The fuel reduction sales will decrease the threat of injury to recreational users of these fuel reduction tracts. As noted above, dead spruce suffers structural failure between 5 and 10 years post-mortality, and currently represent a high hazard to recreational users of these fuel reduction parcels.

E. Effects on Erosion Caused by Fuel Reduction Sales

No known effect.

F. Effects on Mining Caused by Fuel Reduction Sales

No known effect.

G. Effects on Mineral Sources Caused by Fuel Reduction Sales

No known effect.

IV. TIMBER HARVEST AND CONTRACT REQUIREMENTS

A. Estimated Volume of each parcel (tons)

1. Dusty	757 tons
2. Melody	291 tons
3. Rascal	2,902 tons

B. Method of payment

Ten percent of the bid amount will be paid upon execution of a timber sale contract agreement, and the rest is paid as specified in the contract.

C. Boundary Requirements

KPB will mark harvest units on maps and contractor will mark the harvest units on the ground with flagging. The location and marking of all boundaries where a timber harvest unit coincides with the tract boundary will be accomplished according to procedures and standards identified by the Borough Surveyor.

D. Authority to sell the timber

Kenai Peninsula Borough ordinance 2000-50 authorizes the disposal of forest resources on Unit 7 for wildland fire hazard mitigation.

E. Requirements for scaling the harvested timber

This is a tonnage and/or an estimated tonnage sale based upon Unit Sale Parcel Summery (see Attachment A) so scaling of harvested timber is not required. In the event the tonnage and/or estimated tonnage based bid process is not successful and an over the counter proposal involves sale based on volume, scaling requirements will be negotiated and specified for any volume to weight conversions.

F. Contract requirements

Successful bidder will have 14 days from the date of notification to execute a timber sale contract agreement along with all required payments, bonds, and certificates.

The Agreement for the Sale of Timber provides information on the operating and harvest plans and operations, standards, reforestation requirements. Copies of the contract form are available from the KPB Spruce Bark Beetle Mitigation Program, 36130 Kenai Spur Highway, Soldotna, Alaska 99669.

G. Sale procedure, date and time

Fuel Reduction Sales will be by competitive sealed bid, as authorized in Ordinance 2000-50. Requests for Bids on Unit 7 Fuel Reduction Sales will be advertised as soon as possible after Assembly approval of this FMSR.

H. Requirements and qualifications of bidders

An individual, organization or firm is qualified to bid if they are:

- a. Represented by an individual at least 18 years of age;
- b. Legally competent and/or authorized to carry out the provisions of a permit or contract;
- c. Licensed to do business in the borough and state;
- d. Not in violation of current permits or contracts and performed satisfactorily on previous permits or contracts;
- e. In compliance with the Borough Code provisions with respect to tax compliance requirements.



Introduced by: Mayor  
Date: 06/04/02  
Hearing: 07/09/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2001-19-41**

**AN ORDINANCE AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS  
TO COMPLETE THE RUSSIAN GAP SUBDIVISION ROAD AND SLOPE  
RECONTOUR PROJECT IN COOPER LANDING**

**WHEREAS,** Ordinance 2000-19-07 authorized the sale of Russian Gap Subdivision in Cooper Landing and appropriated \$450,000 from the Land Trust Fund for constructing roads and utilities; and

**WHEREAS,** the borough has entered into an agreement with Sherman C. Smith to recontour the slope common to the borough and Smith properties, which provided the material to construct the access road to the Russian Gap Subdivision; and

**WHEREAS,** the cost of extending electric service to the Russian Gap Subdivision is \$106,310; and

**WHEREAS,** certain cut slopes along the Russian Gap Subdivision road have failed, and the engineer's estimate to stabilize the slopes and construct utility trenches is \$17,000; and

**WHEREAS,** project management services for this additional work are estimated to be \$8,800; and

**WHEREAS,** an additional \$90,000 is needed to complete this project; and

**WHEREAS,** the KPB Planning Commission at its regularly scheduled meeting of June 10, 2002 recommended . . .

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

**SECTION 1.** The sum of \$90,000 is appropriated from the fund balance of the Land Trust Fund to Account 250.21210.01GAP.49999 for the purpose of:

- Extending electric lines to Russian Gap Subdivision and stabilizing cut slopes along the subdivision access road.
- Recontouring the slope of the borough/Smith property adjacent to other private property to make it safe and aesthetically acceptable.
- Project management.

**SECTION 2.** The mayor is authorized to sign any documents necessary to effectuate this ordinance and expend funds appropriated in Section 1 of this ordinance.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \* 2002.**

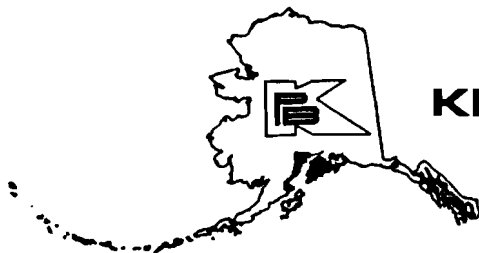
---

Timothy Navarre, Assembly President

ATTEST:

---

Linda S. Murphy, Borough Clerk



# KENAI PENINSULA BOROUGH

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

## MEMORANDUM

DALE BAGLEY  
MAYOR

TO: Timothy Navarre, Assembly President  
Kenai Peninsula Borough Assembly Members

THRU: Dale Bagley, Mayor *DB*

FROM: *RB* Robert Bright, Planning Director  
Rob Robson, PW/MPD Manager  
Jeff Sinz, Finance Director

DATE: May 23, 2002

SUBJECT: Ordinance 2002-19-07, AN ORDINANCE AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS TO COMPLETE THE RUSSIAN GAP UTILITY EXTENSION AND SUBDIVISION ROAD AND SLOPE RECONTOUR PROJECT IN COOPER LANDING

*\$106,310* *455*

<b>FINANCE DEPARTMENT FUNDS VERIFIED</b>	
ACT # <u>250.21210.43011</u>	
BY: <u>CBW</u>	DATE: <u>5/23/02</u>

Ordinance 2000-19-07 authorized the sale of Russian Gap Subdivision in Cooper Landing and appropriated \$450,000 from the Land Trust Fund for constructing roads and utilities. The borough has also entered into an agreement with Sherman C. Smith to recontour the slope common to the borough and Smith properties, which provided the material to construct the access road to the Russian Gap Subdivision.

Verbal quotes from Chugach Electric indicate that the cost of extending underground electric service to the Russian Gap Subdivision is \$106,310.00. There will be no cost for extending telephone lines as they are placed in the same ditch as the utilities per a telephone conversation with Interior Telephone representative Travis Stubblefield. Certain cut slopes along the Russian Gap Subdivision road have failed and the engineer's estimate to stabilize the slopes and construct utility trenches is \$17,000.00 (Attachment A & B).

KPB Major Project Division and a private consultant will provide project management services for this additional work. That cost is estimated to be \$8,800.00.

There is \$42,100.00 remaining from the original appropriation. All but one lot has sold in the Russian Gap Subdivision making it a successful land sale that has generated sufficient profit to cover development costs. To complete the above work the following additional funds are requested:

Russian Gap electric service	\$106,310.00	
Russian Gap slope stabilization and utility trenches	17,000.00	
Project Management	<u>8,800.00</u>	
Total additional cost	132,110.00	
Less remaining funds	<u>- 42,110.00</u>	
Total additional funds		<u>\$90,000.00</u>

# Northern Test Lab

May 8, 2002

Bob Bright  
Planning Director  
Kenai Peninsula Borough  
Soldotna, AK 99669

Subject: Russian Gap Opinion of Probable Final Cost

Bob:

You requested our opinion of the final cost for the project. In review of our last pay estimate in November 2001, we expect the final project costs for Basic Bid and Alternates to be approximately \$340,000, however, additional to this work will be repair of back slopes near the beginning of the project; utility trenching across the road; and possibly a driveway to Tract 9. Based on our conversation with Mr. Robinson, and the attached, the estimated cost of each of those items are as follows:

• Back slope stabilization	\$13,000
• Utility Trenches (assume 4)	4,000
• Tract 9 Driveway approach with culvert	<u>3,600</u>
	<b>\$20,6000</b>

This proposal for stabilization of the slope is contingent upon agreement with CIC, Inc. regarding the material swap proposed in the attached May 7, 2002 proposal.

We recommend you budget **\$365,000** for all of the contractor work required to complete the project. This is an increase from the original contract total amount of \$335,589.

Additionally, based on the Borough's original estimate of material in the borrow site, there should be approximately 3700 CY remaining. However, we have allowed 5000 CY will be moved to the pit site on Snug Harbor Road.

Based on my site review with Rob Robson adequate access exists to Tract 9. We do not recommend installing the driveway, though I have included an estimate for it.

Please call if you have any questions.

Sincerely,

  
Henry Knackstedt  
Project Engineer

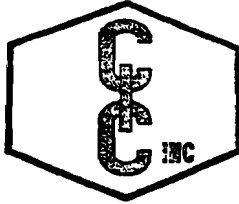
f:\wp60\henry\russian\test2

Attachments:

CIC, Inc. May 7, 2002 Proposal

**Attachment A**





**CIC, INC.**

**P.O. Box 3025**

**Soldotna, Alaska 99669**

**(907) 262-6340 fax (907) 262-7117**

Tues, May 7, 2002

Mike Taurianen, P.E., Consulting Engineers, Inc.  
35186 Spur Hwy.  
Soldotna, Alaska 99669

Attn: Mr. Henry Knackstedt  
Subject: Russian Gap Subdivision Road; Subsidence of Cut Slopes

Henry,

As discussed with you earlier today on the phone, I have a proposal for dealing with the problem of subsidence of the cut slopes on the lower end of the road project.

I believe that shot rock fill, placed in a minimum lift of 18", and up to 24", in lift thickness, would allow the water to flow out to the ditch without carrying the slope material with it. The shot rock placed along the state highway in similar fashion has performed well and is an attractive treatment of the slopes.

I have access to shot rock from a road cut on a private subdivision road being constructed off of Russian Gap Road. If a trade could be arranged for pit run gravel, my client would get a Boro Standard road surface, and the Boro would get slope stabilization.

This is how I would propose to arrange the deal:

Subgrade-cut the sluffing silts from two cut slopes; roughly sta. 9+00 to 11+50 and sta. 13+50 to 16+00, approximately 1,200 C.Y.	@ \$2.50/C.Y.	\$ 3,000.00
Supply and place shot rock, 6" to 18" predominate size, in a lift of at least 18" and max. 24", in the excavated area, approx. 1,000 C.Y.	@ \$10.00/C.Y.	\$10,000.00
Proposed Total Lump Sum Dollar Cost:		\$13,000.00

As compensation for his rock, my client would receive up to 2 C.Y. of Pit Run Gravel (my client's road is a 1,000 ft. Cul-de-Sac road) from the Borough source at the Smith Residence pit in exchange for each 1 C.Y. of Shot Rock. My compensation for hauling the Pit Run Gravel would be that the comparison of hauling imported gravel, to my alternative of screening the shot rock on site, would be an even exchange, a "wash".

If you have any questions, please feel free to call me at 262-6340. Thank you.

Dean R. Robinson  
President

**Attachment B**



Introduced by: Mayor  
Date: 06/04/02  
Hearing: 07/09/02  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2002-22**

**AN ORDINANCE AUTHORIZING THE NEGOTIATED SALE OF TRACT A, ARNESS DOCK SUBDIVISION, LOCATED IN THE VICINITY OF NIKISKI HIGH SCHOOL, TO OFFSHORE SYSTEMS - KENAI**

- WHEREAS,** the Kenai Peninsula Borough (KPB) owns Tract A, Arness Dock Subdivision; and
- WHEREAS,** the KPB has issued Offshore Systems – Kenai (OSK) a long-term lease for Tract A that expires 2041; and
- WHEREAS,** Tract A is surrounded by land owned by OSK making it of limited use to others; and
- WHEREAS,** developed access to Tract A is through land owned by OSK; and
- WHEREAS,** Tract A was previously used for a microwave tower site, but it is now vacant; and
- WHEREAS,** AT&T Wireless Services desires to lease the site from OSK for a telecommunication facility; and
- WHEREAS,** OSK will pay fair market value for the site; and
- WHEREAS,** the KPB Assessing Department has appraised the fair market value of Tract A at \$34,000; and
- WHEREAS,** the KPB Planning Commission conducted a public during the regularly scheduled meeting of May 28, 2002 and recommended \_\_\_\_\_.

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

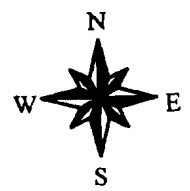
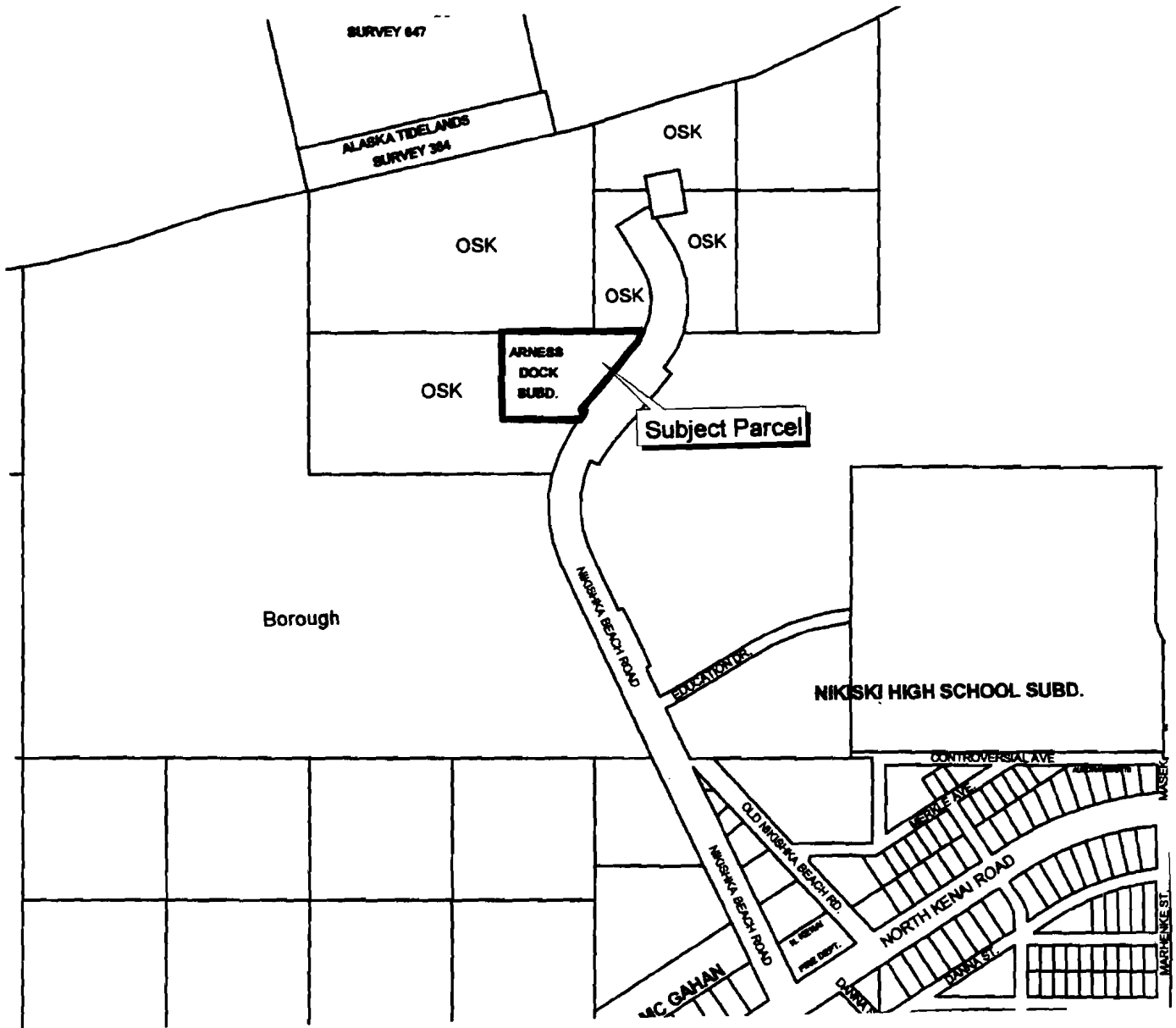
**SECTION 1.** That the Assembly finds that selling Tract A, Arness Dock Subdivision, according to Plat No. KN 86-235, on file in the Kenai Recording District, Third Judicial District, State of Alaska to Off Shore Systems – Kenai (OSK), pursuant to KPB 17.10.100 (I) is in the best interest of the borough. The Assembly additionally makes exceptions to KPB 17.10.090 (requiring classification before sale), KPB 17.10.130 (D) (requiring a deed restriction), and KPB 17.10.110

(notice of a land sale). These exceptions are based on the following findings of facts pursuant to KPB 17.10.230:

1. Special circumstances or conditions exist.

# Vicinity Map

## Parcel 012-020-22



# Vicinity Map

---



Comparable #4 is located approximately 7/10 mile from the subject property. It also fronts the North Kenai Road. This parcel has recently been developed into a sawmill operation.

Comparable #5 is approximately 4 1/2 miles from the subject. It is much larger than the subject property. This parcel was purchased by Tesoro which has a refinery on adjacent parcels. Therefore, this sale is not considered an arms length transaction and does not necessarily represent market value.

Although the subject property has an excellent view, the surrounding property usage and the highest and best use for the subject property is limited commercial. With this type of use in mind for the subject as well as the comparables, little consideration is given to view and no adjustment has been made for view.

Due to the limited sales and lack of available sales data, it could not be determined if there is a discount for cash sales in the subject's neighborhood. Also due to limited sales data, it could not be determined if a time of sale adjustment was necessary. Therefore, neither time of sale adjustments or discounts for cash sales adjustments were made.

In the final estimate of value it is determined that comparables #2, #3, and #4 are the best indicators of market value and the most weight is given to them. The preliminary size-adjusted range for these comparables is \$4176 to \$12,655 per acre with the mean being \$7300 per acre rounded. Due to the wide range of comparable values in the local area and the lack of several comparables from which to choose, it is determined that using the mean of the size-adjusted comparables is the best approach to value. It is estimated that the fair market value of the subject property is \$7300 per acre or \$34,000 rounded to the 4.62 acre subject parcel.

Due to the lack of reliable sales data, experience has shown the market recognizes a size adjustment ratio of approximately 70/30. This means, as the lot size doubles, it experiences a 30% reduction in the per acre value based on typical market reactions. This is due to the market recognizing the economies of scale. The adjusted price per acre\* shown below reflects this principle and is adjusted to the subject acreage of 4.62 acres.

Comparable #	Parcel Number	Sale Date	Sale Price	Acres	Sale Price Per Acre	*Adjusted Price Per Acre Based on 70/30 Step Chart
1	012-020-07	Dec-02	\$ 91,000	11.00	\$ 8,273	\$ 12,692
2	013-260-15	Dec-00	\$ 10,500	0.94	\$ 11,170	\$ 4,962
3	015-050-01	Jul-00	\$ 130,000	23.00	\$ 5,652	\$ 12,655
4	013-200-02	Sep-00	\$ 44,000	24.23	\$ 1,816	\$ 4,176
5	014-150-32	Mar-00	\$ 250,000	80.00	\$ 3,125	\$ 13,411

## PHOTOS OF SUBJECT PROPERTY



### CERTIFICATION

1. To the best of my knowledge and belief, the statements of fact contained in this memorandum, upon which my opinions and conclusions expressed herein are based, are true and correct.
2. The reported opinions and conclusion is limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional opinion and conclusion.
3. The appraisal assignment was not based on a requested minimum valuation, value range, or the approval of a loan.
4. I have made a personal inspection of the property on February 7, 2002 that is the subject of this report.

### ASSUMPTIONS AND LIMITING CONDITIONS

This valuation request is subject to the following limiting conditions:

- This appraiser assumes no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated.
- No opinion is intended to be expressed for legal matters or that which would require specialized investigation or knowledge beyond that ordinarily employed by a KPB ad valorem appraiser.
- No opinion of title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable by this office. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions. The property is appraised assuming it be under responsible ownership and competent management and available for its highest and best use.
- No engineering survey has been made available to the appraiser. Data relative to the size and area were taken from sources considered reliable, and no encroachment of real property is assumed to exist.
- Maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within this report. They should not be considered as surveys or relied upon for any other purposes.
- No opinion is expressed as to the value of subsurface oil, gas, or mineral rights, and that the property is not subject to surface entry for the exploration or removal of such materials.
- It is assumed there are no hidden or unapparent conditions of property or subsoil that would render it more or less valuable.
- It is assumed that the property is in full compliance with all applicable federal, state and local environmental regulations and laws.
- This appraiser does not claim to have any expertise in assessing the existence of or risks associated with hazardous materials. I have attempted to note any obvious environmental concerns during inspection that any layperson might be reasonably expected to observe. However, any statement as to the existence or non-existence of hazardous or toxic materials on the site should be interpreted as cautionary and the Kenai Peninsula Borough is ultimately





AT&T Wireless Services  
Suite 10, Building I  
4711 Business Park Blvd.  
Anchorage, AK 99517  
907 561-1122  
FAX 907 561-1440

December 17, 2001

Kenai Borough  
144 N. Binkley  
Soldotna, AK 99669-7599

Attn: Roy Dudley

Re: Offshore Systems Cellular Facility

Dear Mr. Dudley.

AT&T Wireless is interested in establishing a cellular facility near the Offshore Systems office. This proposed site will provide cellular telephone service to the local area. Offshore Systems offices and the offshore platforms. AT&T Wireless does not have a site that provides adequate coverage to this area at the present time.

AT&T Wireless has been advised that Offshore Systems is in the process of purchasing the property adjacent to their offices from the borough. AT&T Wireless is interested in leasing a parcel of land from Offshore Systems once this transaction has been completed and title vests in Offshore Systems. AT&T Wireless does not enter into subleases with tenants due to the length of the term of the cellular lease and prefers to deal directly with the owner.

If you have any questions, please contact myself at (907) 229-8542 or my Project Manager, Shirley Wilson at (907) 229-3733.

Sincerely,

  
Walter L Miller  
Field Operations Manager-Alaska

REAL PROPERTY LEASE

In consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration in hand paid, Lessor KENAI PENINSULA BOROUGH, an Alaska municipal corporation (hereinafter KPB) grants to Lessee, OFFSHORE SYSTEMS, INC. (hereinafter OSI), the use of that parcel of real property described as:

Tract A, ARNESS DOCK SUBDIVISION, according to Plat No. 86-235, Kenai Recording District, Third Judicial District, State of Alaska. L 6 200

This lease is granted for a period of fifty-five (55) years commencing on December 11, 1986, and terminating on December 10, 2041. The lease shall be renewable for successive ten (10) year terms at the end of the initial lease, upon the same terms and conditions as those included in the initial lease. This lease is in correction of and supercedes that lease executed December 11, 1986 by Edwin D. Sievers, Vice President, Offshore Systems, Inc., and Stan Thompson, Mayor, Kenai Peninsula Borough regarding the above-described real property.

TERMS AND CONDITIONS

All of the conditions set out below are considered to be material and applicable to the use of the site under this lease. An uncorrected breach of any of these conditions shall give KPB, in its discretion, the right to terminate the lease upon 30 days' notice to OSI. If OSI should correct the alleged breach within the 30-day grace period, then the power of KPB to terminate this permit for a particular breach shall lapse.

1. The annual fee, to be paid in advance on or before January 1st of each year by OSI to KPB shall be six percent (6%) of the value of the real property as determined by the Borough Assessor. For the initial five-year period the annual fee shall be Three Thousand Four Hundred Twenty-six Dollars (\$3,426.00).

The annual lease rate shall be adjusted at five-year intervals. The first adjustment shall be made prior to the billing and payment of the 1991 lease year. The adjusted fee shall be six percent (6%) of the then current assessed value as determined by the Borough Assessor.

2. OSI agrees that the site will be utilized for a microwave tower to provide a communications link between Nikiski, Anchorage, and the oil/gas platforms and that all use of the site shall be solely in conjunction with these purposes. At any such time as OSI abandons its use of the leasehold property for such a communications link, the lease shall terminate and right to the use of the land will revert to KPB.

3. OSI agrees to hold KPB harmless from any liability arising from the acts or omissions of OSI, or its officers, employees, invitees, or any person utilizing the leasehold lands and facilities thereon, for the duration of the lease term and any renewal periods.

4. OSI shall acquire and maintain and keep at all times in full force and effect a comprehensive general liability policy in an amount not less than \$500,000.00 per occurrence covering the leasehold lands and all facilities, and shall furnish certificates of insurance evidencing such coverage to KPB. OSI shall promptly pay any and all premiums thereon, and provide Proof of Insurance and Certificate of Insurance with a thirty-day prior notice of cancellation clause. Any lapse in the insurance coverage required by this section shall result in immediate cessation of any use of the property by OSI until insurance is reinstated. In the event that such insurance is not maintained, KPB, at its option, may purchase such insurance and OSI shall be liable to reimburse KPB in full for such expense.

5. OSI agrees to comply with all applicable Federal, State, Borough and local laws and regulations.

6. OSI shall be responsible for the maintenance of fencing, gates, and access roads upon the leasehold site, and agrees to maintain same in a safe and sound condition for the duration of the lease term.

7. OSI shall make timely payment of all real and personal property taxes arising from all leasehold lands and improvements.

8. All covenants, conditions, and agreements contained in this lease shall extend to and be binding upon the heirs, successors and assigns of each respective party to this lease. OSI may assign its rights under this lease only upon prior KPB approval, which approval may not be unreasonably withheld.

9. OSI shall have the right to remove improvements from the leasehold premises within 90 days of termination or expiration of the lease, and OSI agrees to restore the property to a safe and useful condition. Any improvements remaining on the leasehold premises after 90 days following termination become the property solely of KPB.

10. If any term or provision of this lease shall to any extent be invalid or unenforceable, the remainder of this lease shall not be affected thereby and the balance of the terms and provisions shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

OFFSHORE SYSTEMS, INC.

KENAI PENINSULA BOROUGH

By: James A. Robb  
Its: V/P  
Dated: 3/5/87

By: Stan Thompson  
Its: Mayor  
Dated: 3/3/87

ORIGINAL

ATTEST:

James Bradley  
Borough Clerk

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY BY:

Philip A. Reeves  
Philip A. Reeves, Deputy  
Borough Attorney

ACKNOWLEDGMENT

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me  
this 3rd day of March, 1987, by Stan  
Thompson, its Mayor, of the Kenai  
Peninsula Borough, an Alaska municipal corporation, on behalf of  
the corporation.

Barbara A. Lewis  
Notary Public for the State of Alaska  
My commission expires: 3-25-90

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me  
this 5th day of March, 1987, by James  
Cobb, its Vice President, on behalf of  
Offshore Systems, Inc.

Marilyn A. Johnson  
Notary Public for State of Washington  
My commission expires: 3-4-88

Introduced by: Mayor  
Date: October 14, 1986  
Hearing: November 18, 1986  
Action: 11 Yes, 3 No  
Vote: Enacted

KENAI PENINSULA BOROUGH

ORDINANCE 86-88

AUTHORIZING THE LEASE OF BOROUGH PATENTED LANDS WITHIN SECTION 36, T8N, R12W, S.M., ALASKA TO OFFSHORE SYSTEMS, INC.

WHEREAS, the Borough has received patent to certain lands located within Section 36, T8N, R12W, S.M. under the Municipal Entitlement Act; and

WHEREAS, Offshore Systems, Inc. has submitted a request to lease a portion of those patented lands to be utilized as a site for a microwave tower to provide a communication link between Nikiski, Anchorage and the oil/gas platforms; and

WHEREAS, a preliminary survey plat for the parcel under request has been submitted to the Borough for Planning Commission approval; and

WHEREAS, the lease request has been reviewed by the Borough Public Works Department, School District, North Peninsula Recreation Service Area, Nikiski Fire Service Area, Central Peninsula Hospital Service Area, North Peninsula Road Maintenance Service Area and the Borough Emergency Management Division; and

WHEREAS, the Borough Planning Commission reviewed this proposed lease at its meeting of October 6, 1986;

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

Section 1. That the parcel depicted as Tract A on the preliminary plat of Arness Dock Subdivision, containing 4.60 acres, more or less, and located within Sec. 36, T8N, R12W, S.M., is hereby authorized for lease to Offshore Systems, Inc., or its successors or assignees.

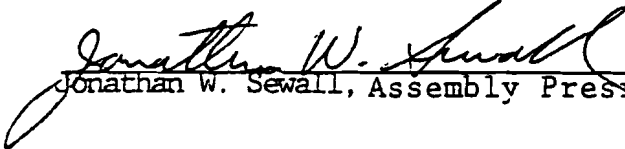
Section 2. That the term of the lease shall be 55 years with provisions for renewal at the end of the initial lease period.

Section 3. That the annual rate for the term of the lease shall be six percent (6%) of the value as determined by the Borough Assessor. The annual lease rate shall be adjusted at five year intervals. The first adjustment shall be made prior to the billing and payment of the 1992 lease year. Adjustments shall be based on the assessed value as determined by the Borough Assessor.

Section 4. That the mayor is authorized to sign any and all necessary documents necessary to effectuate this ordinance and deemed to be in the best interests of the Borough.

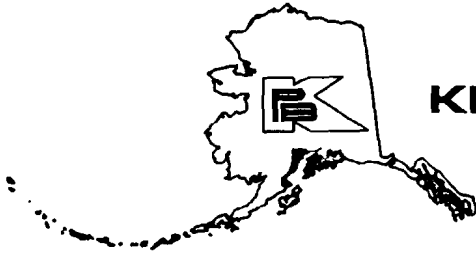
Section 5. That this ordinance shall take effect upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 18th DAY OF November, 1986.

  
Jonathan W. Sewall, Assembly President

ATTEST:

  
Borough Clerk



## KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

### MEMORANDUM

TO: Timothy Navarre, Assembly President  
Kenai Peninsula Borough Assembly Members

FROM: Robert L. Bright, Planning Director *RdB*

DATE: May 14, 2002

SUBJECT: Vacate that portion of Cache Circle south of the south boundary of Hrubes Avenue, adjacent to Tracts D, E and F AND vacate the 10-foot utility easement adjacent to this portion of Cache Circle, and the 20-foot extension of the utility easement centered on the line common to Tracts E and F; dedicated or granted by Channel Shores Subdivision (Plat 85-102 KRD); within Section 30, Township 5 North, Range 10 West, Seward Meridian, Alaska; KPB File No. 2002-080

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly. The Planning Commission approved the referenced vacation during their regularly scheduled May 13, 2002 meeting.

The Assembly has 30 days from May 13, 2002 in which to veto the decision of the Planning Commission. If no veto is received by the Commission within the 30-day period, the decision of the Commission will stand.

Draft, unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

cc: William Keller w/minutes only  
McLane Consulting Group w/minutes only

AGENDA ITEM F. PUBLIC HEARINGS

1. Vacate that portion of Cache Circle south of the south boundary of Hrubes Avenue, adjacent to Tracts D, E and F **AND** vacate the 10-foot utility easement adjacent to this portion of Cache Circle, and the 20-foot extension of the utility easement centered on the line common to Tracts E and F; dedicated or granted by Channel Shores Subdivision (Plat 85-102 KRD); within Section 30, Township 5 North, Range 10 West, Seward Meridian, Alaska; KPB File No. 2002-080

Staff report as read by Max Best.

PC Meeting 5/13/2002

Purpose as stated in petition: Replatting Tracts D, E, F and G into one parcel.

Petitioner: William Keller of Soldotna, Alaska.

Public notice appeared in the April 25 and May 2, 2002 issues of the Peninsula Clarion.

Three (3) certified mailings were sent to owners of property within 300 feet of the parcels; all of the receipts have been returned.

Eleven (11) regular mailings were sent to agencies and interested parties; eight (8) notices were sent to KPB Departments. Three (3) notices were posted in public locations. The notice and maps were posted on the Borough web site.

Statement(s) of non-objection

Alaska Communications Systems

Homer Electric Association

Central Emergency Services

Kenai Peninsula Borough Coastal Zone Management

State of Alaska Department of Fish and Game

Statements of objection

Juanita Ross, owner of Moose Hollow B & B

Staff contacted Ms. Ross and explained that this was a replat of 4 lots into one parcel. Her objection was based upon subdividing into additional lots, She was relieved to hear that the opposite was happening with a type of "unsubdivision".

Staff discussion

The short cul-de-sac proposed for vacation provides access to only the four lots being replatted. The resulting lot will have frontage/access on Brian's Street and Hrubes Avenue. The cul-de-sac proposed for vacation does not provide access to the Kenai River. The preliminary plat showing the proposed vacation and replat was granted conditional approval by the KPB Plat Committee on April 8, 2002.

**Findings:**

1. Sufficient rights-of-way exist to serve surrounding properties.
2. No surrounding properties will be denied access.
3. Per the submittal, the right-of-way proposed for vacation is not in use for access.
4. Per the submittal, the right-of-way proposed for vacation has not been constructed.
5. The rights-of-way do not appear to be in use for utilities.
6. All subdivision plats finalizing vacations are sent to utility companies for review and easement requirements.



STAFF RECOMMENDATION: Based on the above findings, staff recommends approval of the vacations as petitioned, subject to:

1. Submittal of a preliminary plat in accordance with Chapter 20 of the KPB Code (submittal of a final plat within one year of vacation approval).

**If the vacation is approved, the Kenai Peninsula Borough Assembly or the appropriate City Council has thirty days in which they may veto Planning Commission approval of the vacation.**

**DENIAL OF A VACATION PETITION IS A FINAL ACT FOR WHICH NO FURTHER CONSIDERATION SHALL BE GIVEN BY THE KENAI PENINSULA BOROUGH. APPEALS TO PLANNING COMMISSION DENIAL OF A VACATION MUST BE TAKEN WITHIN THIRTY (30) DAYS TO THE SUPERIOR COURT AT KENAI, ALASKA, PURSUANT TO PART VI OF THE ALASKA RULES OF APPELLATE PROCEDURES. [20.28.110 AS AMENDED BY KENAI PENINSULA BOROUGH ORDINANCE 99-43].**

END OF STAFF REPORT

Chairman Hammelman opened the meeting for public comment.

1. Mrs. Tommy Corr, 46230 Corr Road, Soldotna

Mrs. Corr inquired about the petitioner's access if the proposed vacation was approved. Mr. Best replied that Brian Street provided westerly access to the subject property. Interior lot lines are being eliminated, and the property is being replatted into one parcel. Page 144 depicted the replat. Also, the petitioner could construct Hrubes Avenue for access.

In response to an inquiry from Mrs. Corr, Mr. Best replied that the petitioner could access his property by any public right-of-way. He added that driveway permits could be obtained from the Roads Department. Mrs. Corr asked if the petitioner planned to come down the southern border. Mr. Best replied the petitioner could access his property along the southern border as long as he did not encroach onto her property.

Mrs. Corr did not want a subdivision near her northerly boundary. Her house was located in the middle of her property to be away from traffic and neighbors. She commented about the many subdivisions that have been developed in the area over the years.

2. Juanita Ross, 35645 Brians Street

Ms. Ross voiced concern about the petitioner using Brian Street for access. Chairman Hammelman referred her to Page 142 (vicinity map). She expressed concern about a new subdivision and traffic because she valued the peace and quiet. Ms. Ross owned a bed and breakfast business and did not want the traffic to increase. When she bought her property, she was told the nearby property could not be developed because of the floodplain.

3. Bill Keller

Mr. Keller bought his property last spring. He explained that he was not subdividing his property. He was combining four existing lots into one lot for his family only. He did not plan to have a fish camp. He added that the replat would probably decrease the traffic. Mr. Keller commented that the property has been abused during the summer, e.g., trash has been disposed on the property. He limited access by felling trees, and he was in the process of putting up a gate. He described the location of his driveway. He planned to construct his house about 500 feet away from the floodplain.

Commissioner Johnson asked Mr. Keller how long he had owned the property. Mr. Keller replied that he purchased it in February. Commissioner Johnson understood Mr. Keller hoped to improve the situation by combining four lots into one lot. Mr. Keller answered yes.

Seeing and hearing no one else wishing to comment, Chairman Hammelman closed the public hearing and

opened discussion among the Commission.

**MOTION:** Commissioner Johnson moved, seconded by Commissioner Martin, to accept and adopt the findings and approve the vacation as petitioned.

Vice Chairman Bryson noted that the existing parcels front Hrubes and Brian Street. The points of potential access are the same for the one combined tract.

**Findings:**

1. Sufficient rights-of-way exist to serve surrounding properties.
2. No surrounding properties will be denied access.
3. Per the submittal, the right-of-way proposed for vacation is not in use for access.
4. Per the submittal, the right-of-way proposed for vacation has not been constructed.
5. The rights-of-way do not appear to be in use for utilities.
6. All subdivision plats finalizing vacations are sent to utility companies for review and easement requirements.

**VOTE:** The motion passed by unanimous consent.

HAMMELMAN YES	BRYSON YES	BOSCACCI ABSENT	CLARK YES	HOHL YES	JOHNSON YES
MARTIN YES	PETERSEN YES	SMITH ABSENT	TAURIAINEN YES	TROEGER YES	NINE YES TWO ABSENT

PENINSULA CLARION  
KENAI PENINSULA BOROUGH PLANNING COMMISSION  
NOTICE OF PUBLIC HEARING

Public notice is hereby given that a petition has been received to vacate portions of Cache Circle right-of-way and utility easements. Area under consideration is described as follows:

- A. Location and request: Vacate that portion of Cache Circle south of the south boundary of Hrubes Avenue, adjacent to Tracts D, E and F AND vacate the 10-foot utility easement adjacent to this portion of Cache Circle, and the 20-foot extension of the utility easement centered on the line common to Tracts E and F; dedicated or granted by Channel Shores Subdivision (Plat 85-102 KRD); within Section 30, Township 5 North, Range 10 West, Seward Meridian, Alaska; KPB File No. 2002-080
- B. Purpose as stated in petition: Replatting Tracts D, E, F and G into one parcel.
- C. Petitioner(s): William Keller of Soldotna, Alaska.

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, May 13, 2002** commencing at 7:30 p.m., or as soon thereafter as business permits. Meeting to be held in the Kenai Peninsula Borough Assembly Chambers, 144 N. Binkley Street, Soldotna, Alaska.

Anyone wishing to testify may come to the above meeting to give testimony; or may submit a written statement to the attention of Max Best or Mary Toll, Kenai Peninsula Borough Planning Department - 144 N. Binkley Street - Soldotna, Alaska 99669. Written testimony should be received by the Planning Department no later than **Wednesday, May 8, 2002** [written comments may also be sent by Fax to 907-262-8618]

If the Planning Commission approves the vacation, the Borough Assembly has thirty days from that decision in which they may veto the Planning Commission approval. Appeals from denials of the Planning Commission must be taken within 30 days to the Superior Court at Kenai, Alaska pursuant to Part VI of the Alaska Rules of Appellate Procedure.

For additional information contact Mary Toll or Max Best, Planning Department, 262-4441 (1-800-478-4441 toll free within Kenai Peninsula Borough).

Mary Toll  
Platting Officer

PUBLISH 2X (Thursdays, April 25 and May 2, 2002)



# KENAI PENINSULA BOROUGH

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

DALE BAGLEY  
MAYOR

## PETITION TO VACATE PUBLIC UTILITY EASEMENT

(IN ACCORDANCE WITH 20.04.040-D)

Upon receipt of complete application with all required attachments vacation will be scheduled for Planning Commission action. The petitioner must secure and submit written comments from utility companies. If the easement is within city limits: secure and submit city's written comments. **The completed petition, with all the required attachments, accompanied by a \$50.00 non-refundable fee, must be submitted to the Planning Department a minimum of thirty (30) days prior to the meeting at which the Planning Commission will take action.**

\$50.00 non-refundable petition fee attached.

To accomplish an approved vacation: a Planning Commission Resolution must be filed with the State Recorder to enter the vacation into the public records. Petitioner must pay filing fees (usually \$17. to \$22).

Utility easement requested to be vacated was granted by plat of Channel Shores Subdivision  
Subdivision, filed as Plat No. 85-102 in Kenai Recording District.

Utility easement proposed to be vacated was granted by (specify document type) \_\_\_\_\_  
As recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ Recording District. (Copy of Recorded document must be submitted with petition)

Comments from \_\_\_\_\_ Electric Association attached.

Comments from \_\_\_\_\_ Gas Company attached.

Comments from \_\_\_\_\_ Telephone Company attached.

Comments from \_\_\_\_\_ Cable Company attached.

Comments from City of \_\_\_\_\_ attached.

Three copies of plat or map showing area proposed to be vacated. If easement was granted by document; one copy of recorded document must be submitted.

If an existing structure is encroaching into easement: As-Built showing encroachment must be attached.

Is easement being used by utility company? \_\_\_\_\_ Yes  No  
If yes, which utility? \_\_\_\_\_

The petitioner must provide a reasonable justification for the vacation.

Reason for vacating Replatting tracts D, E, F & G into one parcel

The petition must be signed (written signature) by owners of majority of the front feet of land fronting part of easement proposed to be vacated. Each must include mailing address and legal description of his/her property

Submitted by: Signature [Signature]  
Name Scott McLane As  Petitioner  Representative  
Address P.O. Box 468  
Soldotna, AK 99669 Phone 907-283-4218

Signature [Signature] Name \_\_\_\_\_ Address \_\_\_\_\_  
Name William Keller Address \_\_\_\_\_  
Address P.O. Box 658 Owner of \_\_\_\_\_  
Soldotna, Alaska 99669  
Owner of Channel Shores Tracts D-G  
Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Owner of \_\_\_\_\_ Owner of \_\_\_\_\_

KENAI PENINSULA BOROUGH PLANNING DEPARTMENT  
 PETITION TO VACATE  
 PUBLIC RIGHT-OF-WAY/SECTION LINE EASEMENT  
PUBLIC HEARING REQUIRED

Upon receipt of complete application with fees and all required attachments; a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

- Fees - \$300 non-refundable fee to help defray costs of advertising public hearing. Plat fees will be in addition to vacation fees.
- n/a  City Advisory Planning Commission. Copy of minutes at which this item was acted on, along with a copy of City Staff Report.
- Name of public right-of-way proposed to be vacated is Cache Circle; dedicated by plat of Channel Shores Subdivision Subdivision, filed as Plat No. 85-102 in Kenai Recording District.
- Are there associated utility easements to be vacated?  Yes  No  
Are easements in use by any utility company; if so which? \_\_\_\_\_
- Easement for public road or right-of-way as set out in (specify type of document) \_\_\_\_\_ as recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ Recording District. (Copy of recorded document must be submitted with petition)
- Section Line Easement. Width of easement must be shown on sketch.
- Submit three copies of plat or map showing area proposed to be vacated. Must not exceed 11 x 17 inches in size. In the case of public right-of-way the submittal must include a sketch showing which parcels the vacated area will be attached to. Proposed alternative dedication is to be shown and labeled on the sketch.

- Has right-of-way been fully or partially constructed?  Yes  No
- Is right-of-way used by vehicles/pedestrians/other?  Yes  No
- Has section line easement been constructed? n/a  Yes  No
- Is section line easement being used? n/a  Yes  No
- Is alternative right-of-way being provided? n/a  Yes  No

The petitioner must provide reasonable justification for the vacation.

Reason for vacating Replatting tracts D,E,F & G into one parcel

---



---



---

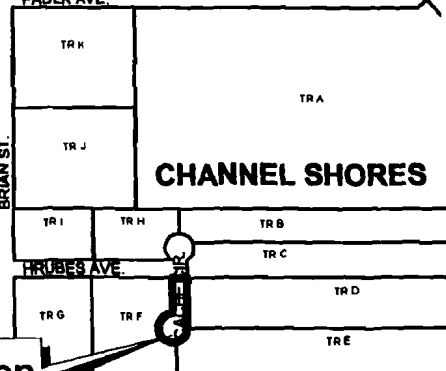
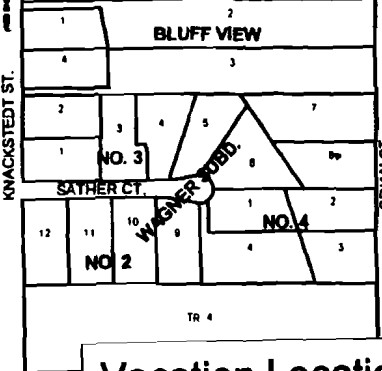
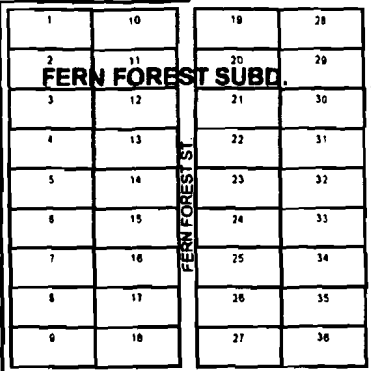
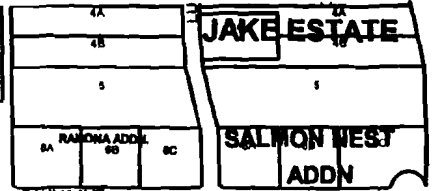
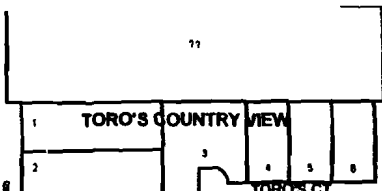
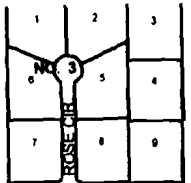
The petition must be signed (written signature) by owners of majority of the front feet of land fronting part of right-of-way or section line easement proposed to be vacated. Each must include mailing address and legal description of his/her property.

Submitted by:                      Signature William J. Keller  
 Name McLane Consulting  representative  petitioner  
 Address P.O. Box 468  
Soldotna, AK 99669  
 Phone (907) 283-4218

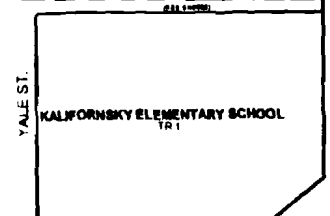
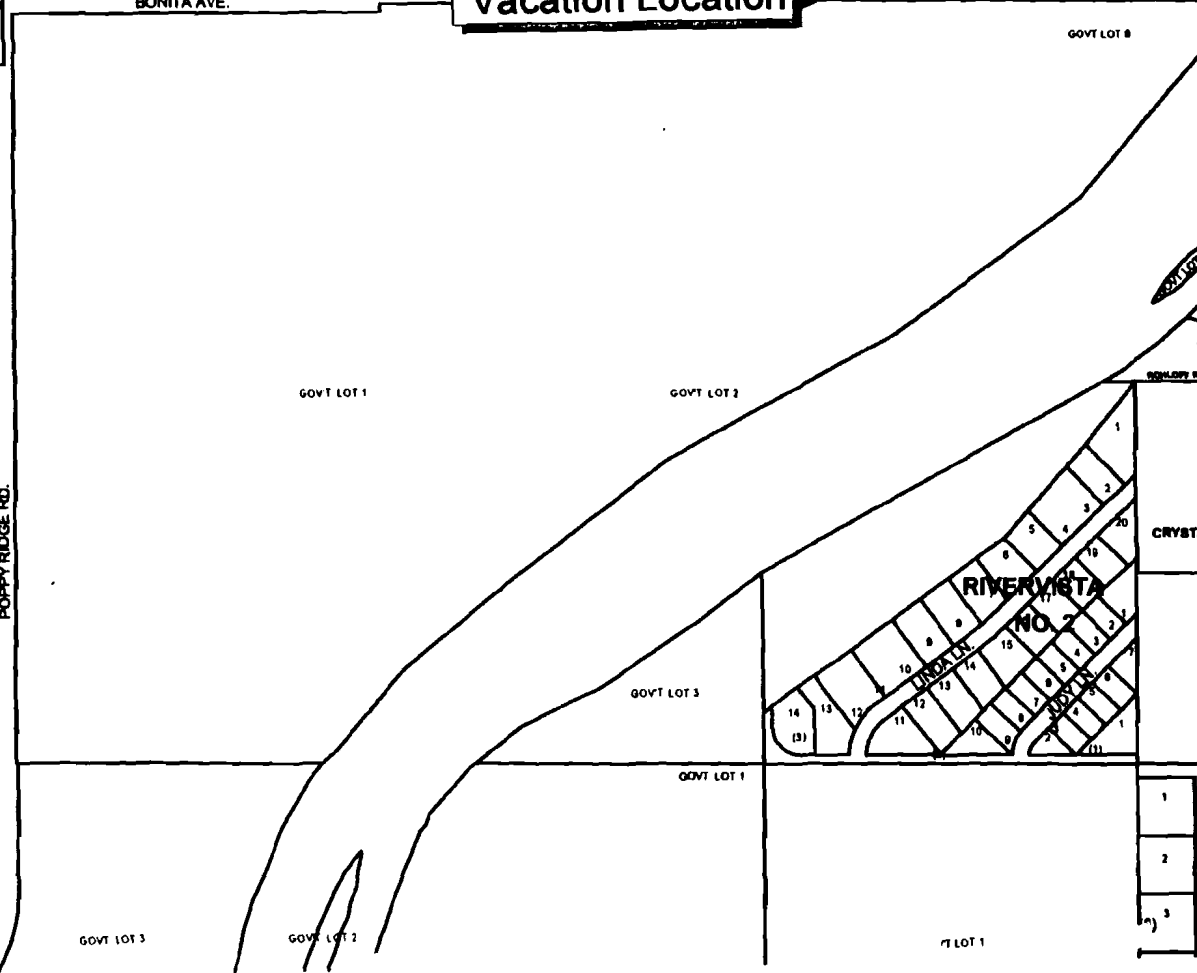
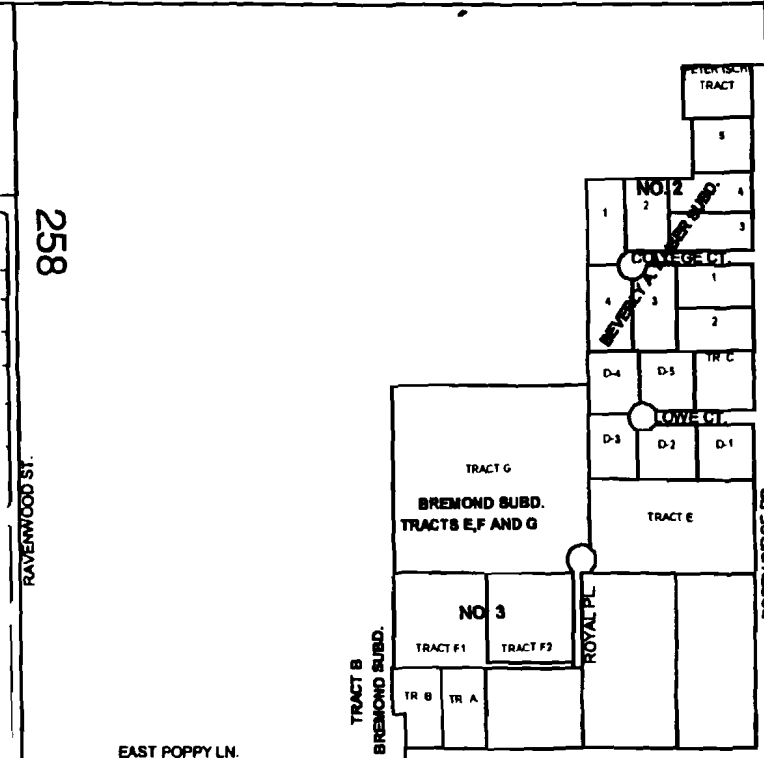
Signature	<u>William J. Keller</u>	Petitioners:	Signature	_____
Name	<u>WILLIAM J. KELLER</u>		Name	_____
Address	<u>P.O. Box 468</u>		Address	_____
	<u>SOLDOTNA, AK 99669</u>			_____
Owner of	_____		Owner of	_____
Signature	_____		Signature	_____
Name	_____		Name	_____
Address	_____		Address	_____
	_____			_____
Owner of	_____		Owner of	_____

UNSUBDIVIDED REMAINDER

(1)



**Vacation Location**



258

RAVENWOOD ST.

YALE ST.

YALE ST.

1  
2  
3



Satellite Imagery  
1:5759  
Lot line locations are approximate









**KENAI PENINSULA BOROUGH**  
**Office of the Borough Clerk**

*144 N. Binkley Street  
Soldotna, AK 99669  
907-262-8608  
Fax: 907-262-8615*

Linda Murphy, MMC  
Borough Clerk

**MEMORANDUM**

To: Assembly President Tim Navarre  
Members of the Assembly

From: Borough Clerk Linda Murphy

Date: June 4, 2002

Subj: Application for Restaurant Designation Permit  
Northern Adventures, LLC dba Trail Lake Lodge, Moose Pass, Alaska

---

Kenai Peninsula Borough Code § 7.10.010 provides for mandatory Assembly review of applications for liquor licenses and restaurant designation permits at locations within the borough. Accordingly, the attached application for a restaurant designation permit as filed by Northern Adventures, LLC dba Trail Lake Lodge located in Moose Pass, Alaska, is being submitted to you for review and action.

---

**RECOMMENDATION:** That the Assembly authorize the issuance of the restaurant designation permit requested by Northern Adventures, LLC dba Trail Lake Lodge

STATE OF ALASKA  
ALCOHOLIC BEVERAGE CONTROL BOARD

Law Office  
DANK K. COE

APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 15 AAC 104.715-794

79/075

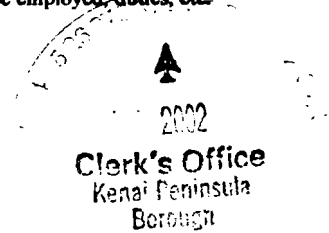
FEE: \$50.00

APR 04 2002

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 19 for employment. If for employment, please state in detail, how the person will be employed, duties, etc. (15 AAC 104.745).

This application is for designation of premises where: (please mark appropriate items).

- 1  Under AS 04.16.010(c) Bona fide restaurant/eating place.
- 2  Persons between 16 & 21 may dine unaccompanied.
- 3  Persons under 16 may dine accompanied by a person 21 years or older.
- 4  Persons between 16 and 19 years may be employed. (See note below).



LICENSEE: NORTHERN ADVENTURES, LLC

D/B/A: TRAIL LAKE LODGE

ADDRESS: MILE 29.5, SEWARD HWY, MOOSE PASS, AK 99631

- 1. Hours of Operation: 6:30 AM to 11:00 PM Telephone # (907) 288-3101
- 2. Have police ever been called to your premises by you or anyone else for any reason:  Yes  No  
If yes, date(s) and explanation(s).

3. Duties of employment: BUSBOYS, DISHWASHERS, HOSTESS, HOUSEKEEPERS

4. Are video games available to the public on your premises? NOT AT THIS TIME.

5. Do you provide entertainment:  Yes  No If yes, describe. ONLY ON OCCASION, LIVE MUSIC, GENERALLY WEEKEND EVENINGS.

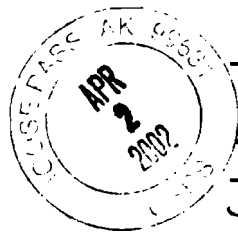
6. How is food served?  Table Service  Buffet Service  Counter Service  Other\* TO GO.

7. Is the owner, manager, or assistant manager always present during business hours?  Yes  No

\*\*\* A MENU AND A DETAILED LICENSED PREMISES DIAGRAM MUST ACCOMPANY THIS APPLICATION \*\*\*

This permit remains in effect until the liquor license is transferred OR at the discretion of the Alcoholic Beverage Control Board. (15 AAC 104.795)

I certify that I have read AS 04.16.049, AS 04.16.060, 15 AAC 104.715-795 and have instructed my employees about provisions contained therein.



Cheryl West  
Applicant(s) signature

Subscribed and sworn to before me this 2nd day of April, 2002

Margaret P. Shea / Postmaster  
Notary Public in and for Alaska

Application approved (15 AAC 104.725(e))  
Governing Body Official

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

My Commission expires with office

Director, ABC Board

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

NOTE: AS 04.16.049(c) requires that written parental consent and an exemption by the Department of Labor must be provided to the licensee by the employee who is under 19 years of age. Persons 19 and 20 years of age are not required to have the consent or exemption.

\* Describe how food is served on back of form.

**Kenai Peninsula Borough Assembly Committees  
2001-2002**

**ASSEMBLY COMMITTEES**

- **Finance Committee**  
Bill Popp, Chair  
Pete Sprague, Vice Chair
- **Lands Committee**  
Chris Moss, Chair  
Gary Superman, Vice Chair
- **Legislative Committee**  
Ron Long, Chair  
Grace Merkes, Vice Chair
- **Policies & Procedures Committee**  
Milli Martin, Chair  
Paul Fischer, Vice Chair
- **President Pro Tem**  
Chris Moss
- **Parliamentarian**  
Linda Murphy

**OTHER BOROUGH & SCHOOL DISTRICT  
COMMITTEES**

- **KPB Emergency Planning**  
Tim Navarre  
Gary Superman, Alternate
- **Planning Commission Representative**  
Pete Sprague  
Gary Superman, Alternate
- **School Board**  
Chris Moss  
Bill Popp, Alternate
- **Joint Technology Committee**  
Bill Popp  
Pete Sprague
- **KBEA Health Care**  
Grace Merkes  
Pete Sprague
- **Kenai Peninsula Schools Activities Assoc.**  
Chris Moss  
Tim Navarre, Alternate

**SERVICE AREA BOARD LIAISONS**

- *Anchor Point Fire & EMS* - Milli Martin
- *Bear Creek Fire* - Ron Long
- *Central Emergency Service* - Paul Fischer
- *Central Peninsula EMS* - Grace Merkes
- *Central Peninsula General Hospital*  
Tim Navarre, Grace Merkes
- *Kachemak Emergency Service Area*  
Milli Martin
- *KPB Roads*  
Grace Merkes, Chris Moss, Paul Fischer
- *Nikiski Seniors* - Gary Superman
- *Nikiski Fire* - Gary Superman
- *North Peninsula Recreation* - Gary Superman
- *South Peninsula Hospital* - Chris Moss

**NON-BOROUGH COMMITTEES**

- **Cook Inlet LNG Pipeline Terminus Group**  
Bill Popp  
Jeff Sinz
- **Cook Inlet Aquaculture**  
Chris Moss  
Ron Long, Alternate
- **Cook Inlet R.C.A.C.**  
Grace Merkes, Term 02/05  
Tim Navarre, Alternate
- **Economic Development District**  
Paul Fischer    Pete Sprague  
Craig Chapman
- **Kenai Peninsula College Council**  
Pete Sprague
- **Kenai River Special Management Area  
Advisory Board**  
Tim Navarre  
Grace Merkes, Alternate
- **Kenai Peninsula Municipal Coalition**  
Bill Popp  
Tim Navarre, Alternate
- **Prince William Sound R.C.A.C.**  
Blake Johnson, Term 01/03

