



Kenai City Council - Regular Meeting

June 04, 2025 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

****Telephonic/Virtual Information on Page 3****

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda and Consent Agenda (*Public comments on Consent Agenda Items limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a council member so requests, in which case the item will be removed from the consent agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. SCHEDULED ADMINISTRATIVE REPORTS

C. SCHEDULED PUBLIC COMMENTS (*Public comments limited to ten (10) minutes per speaker; twenty (20) minutes aggregated*)

D. UNSCHEDULED PUBLIC COMMENTS (*Public comments limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

E. PUBLIC HEARINGS

1. **Ordinance No. 3471-2025** - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026 and Committing \$2,850,457 of General Fund, Fund Balance for Future Capital Improvements. (Administration)
2. **Ordinance No. 3472-2025** - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures. (Administration)
3. **Ordinance No. 3473-2025** - Accepting and Appropriating a Grant Received Through the American Society for the Prevention of Cruelty to Animals to the Kenai Animal Shelter for Attendance at the Alaska Animal Control Association 2025 Training Conference. (Administration)
4. **Ordinance No. 3474-2025** - Increasing Estimated Revenues and Appropriation in the Wastewater, Water & Sewer, and Municipal Roadway Improvements Capital Project Funds to Transfer Residual Balance from Completed Projects Back to their Original Funding Sources. (Administration)
5. **Ordinance No. 3475-2025** - Increasing Estimated Revenues and Appropriations in the General Fund – Legislative Department and Increasing the Purchase Order Amount to BDO USA, P.C. for the FY2024 and FY2025 Financial Audits. (Administration)

- [6.](#) **Resolution No. 2025-35** - Approving a Memorandum of Understanding Between the City of Kenai and the Salamatof Tribe to Recognize Areas of Mutual Concern and Support, establish a Framework for Cooperative Relationships, and Promote Government-to-Government Communication for the Benefit of the Community of Kenai as a Whole. (Daniel)
- [7.](#) **Resolution No. 2025-36** - Approving a Memorandum of Understanding Between the City of Kenai and the Kenaitze Indian Tribe to Recognize Areas of Mutual Concern and Support, establish a Framework for Cooperative Relationships, and Promote Government-to-Government Communication for the Benefit of the Community of Kenai as a Whole. (Daniel)
- [8.](#) **Resolution No. 2025-37** - Approving a Limited Road Maintenance Agreement Between the City of Kenai and the Kenaitze Indian Tribe. (Administration)
- [9.](#) **Resolution No. 2025-38** - Renaming South Spruce Street to Kenai Beach Street. (Knackstedt)
- [10.](#) **Resolution No. 2025-39** - Fixing the Rate of Levy of Property Tax for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026. (Administration)
- [11.](#) **Resolution No. 2025-40** - Amending the Comprehensive Schedule of Rates, Charges and Fees to Incorporate Fiscal Year 2026 Budget Changes to Include Adjusting Airport Fees, Animal Control Fees, Library Fees, Multipurpose Facility Fees, Building Permit Fees and Adjusting the Monthly Rental Rates for Vintage Pointe. (Administration)

F. **MINUTES**

- [1.](#) *Regular Meeting of May 21, 2025. (City Clerk)

G. **UNFINISHED BUSINESS**

H. **NEW BUSINESS**

- [1.](#) ***Action/Approval** - Bills to be Ratified. (Administration)
- [2.](#) ***Action/Approval** - Purchase Orders and Purchase Order Amendments Requiring Council Approval in Accordance with KMC 7.15.020. (Administration)
- [3.](#) ***Action/Approval** - Special Use Permit to Empire Airlines, Inc. for Use of 11,250 Square Feet of Apron Space at the Kenai Municipal Airport for Aircraft Parking. (Administration)
- [4.](#) ***Action/Approval** - First Amendment to the Agreement with Tyler Distributing Company, Inc. for ATM Services at the Kenai Municipal Airport Terminal. (Administration)
- [5.](#) ***Ordinance No. 3476-2025** - Increasing Estimated Revenues and Appropriations in the General Fund - Fire Department Personnel Budget for Fiscal Year 2025 for Unanticipated Overtime Costs Resulting from Vacancies and Retirements. (Administration)
- [6.](#) ***Ordinance No. 3477-2025** - Increasing Estimated Revenues and Appropriations in the General Fund - Police Department and Accepting Grants from the United States Department of Justice and Alaska Municipal League Joint Insurance Association for the Purchase of a Ballistic Vest. (Administration)
- [7.](#) ***Ordinance No. 3478-2025** - Enacting Kenai Municipal Code Section 13.30.070 - Travel Through Private or Public Property, and Incorporating a Fine into Kenai Municipal Code 13.10.015 - Minor Offense Fine Schedule. (Administration)

I. **COMMISSION REPORTS**

1. Council on Aging Commission

2. Airport Commission
3. Harbor Commission
4. Parks and Recreation Commission
- [5. Planning and Zoning Commission](#)
- [6. Beautification Commission](#)

J. REPORT OF THE MAYOR

K. ADMINISTRATION REPORTS

1. City Manager
2. City Attorney
3. City Clerk

L. ADDITIONAL PUBLIC COMMENTS

1. Citizens Comments (*Public comments limited to five (5) minutes per speaker*)
2. Council Comments

M. EXECUTIVE SESSION

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

The agenda and supporting documents are posted on the City's website at www.kenai.city. Copies of resolutions and ordinances are available at the City Clerk's Office or outside the Council Chamber prior to the meeting. For additional information, please contact the City Clerk at 907-283-8231.

Registration is required to join the meeting remotely through Zoom. Please use the following link to register:

<https://us02web.zoom.us/join/register/zU7rP4QRQVvOWIijBEoM7w>



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3471-2025**

AN ORDINANCE ADOPTING THE ANNUAL BUDGET, SALARY SCHEDULE AND EMPLOYEE CLASSIFICATION PLAN FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 AND COMMITTING \$2,850,457 OF GENERAL FUND, FUND BALANCE FOR FUTURE CAPITAL IMPROVEMENTS.

WHEREAS it is a requirement of the Code of the City of Kenai, Alaska, that the City Council, not later than the tenth day of June, adopt a budget for the following fiscal year and make appropriation of the monies needed; and,

WHEREAS, pursuant to Kenai City Charter section 2-4, the City Council has the power to adopt a budget, raise revenue, and make appropriations; and regulate salaries and wages and all other fiscal affairs of the City; and,

WHEREAS, adoption of this Ordinance constitutes Council meeting its obligation to adopt a budget, raise revenue, and make appropriations; and,

WHEREAS, through adoption of the document entitled "Annual Budget for the City of Kenai, Alaska July 1, 2025 - June 30, 2026", which includes the City Manager presented Classification Plan and Salary Schedule, Council meets its obligation as required by KMC 23.50.10; and,

WHEREAS, committed fund balance represents resources whose use is constrained by Council self-imposed limitations at its highest level of decision making, an Ordinance, and that remain binding unless removed in the same manner; and,

WHEREAS, in recognition of deferred and ongoing maintenance needs of City facilities and in support of the City's Fiscal Year 2026 – 2030 Capital Improvement Plan (The Plan), Council commits \$2,850,457 towards funding of The Plan for fiscal years 2026-2030.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, as follows:

Section 1. That certain document entitled "Annual Budget for the City of Kenai, Alaska July 1, 2025 – June 30, 2026" which is available for examination by the public in the Office of the City Clerk, the City's website and is incorporated herein by reference is hereby adopted as the budget for the City of Kenai for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

Section 2. The following sums of money are hereby appropriated for the operations of the City of Kenai for the fiscal year commencing on the first day of July, 2025, and ending the 30th day of June, 2026, to be expended consistent with and subject to the restrictions, procedures, and purposes set forth in the Code of the City of Kenai and to be expended substantially by line item in the manner shown in the budget adopted by Section 1 hereof:

General Fund	\$ 22,494,988
Enterprise Fund – Congregate Housing Fund	 751,454

Internal Service Funds:	
Equipment Replacement Fund	276,969
Fleet Replacement Fund	102,267
Employee Health Care Fund	<u>3,157,196</u>
Total Internal Service Funds	3,536,432
Special Revenue Funds:	
Personal Use Fishery Fund	555,396
Water & Sewer Fund	3,444,818
Airport Fund	4,993,258
Senior Citizen Fund	<u>1,117,500</u>
Total Special Revenue Funds	10,110,972
Permanent Funds:	
Airport Land Sale Permanent Fund	1,099,774
General Land Sale Permanent Fund	<u>159,045</u>
Total Permanent Revenue Funds	1,258,819
Capital Project Funds:	
Park Improvement	120,000
Flight Service Station Improvement	400,000
City Hall Improvement	75,000
Municipal Roadway Improvement	1,400,000
Congregate Housing Improvement	100,000
Airport Improvement	1,265,100
Water & Sewer Improvement	450,000
Waste Water Treatment Plant Equipment	<u>50,000</u>
Total Capital Project Funds	<u>3,860,100</u>
Debt Service Fund – Library Expansion Bonds	<u>130,625</u>
Total All Funds	<u>\$42,143,390</u>

Section 3. Council hereby commits \$2,850,457 of Unassigned General Fund, Fund Balance for future renovations and improvements to City facilities.

Section 4. Council hereby adopts the Fiscal Year 2026 Classification Plan and Salary Schedule presented by the City Manager and included in the “Annual Budget for the City of Kenai, Alaska July 1, 2025 – June 30, 2026”, as attached.

Section 5. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 6. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect July 1, 2025.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:

May 21, 2025

Enacted:

June 4, 2025

Effective:

July 1, 2025

Fiscal Year 2026 Classification Plan and Salary Schedule

Range	Job Title	A	B	C	D	E	F	AA	BB	CC	DD	EE
1	Police Trainee	\$14.52	\$14.89	\$15.25	\$15.62	\$15.97	\$16.34	\$16.96	\$17.57	\$18.20	\$18.81	\$19.43
2		\$15.25	\$15.63	\$16.01	\$16.39	\$16.78	\$17.16	\$17.81	\$18.45	\$19.10	\$19.75	\$20.40
3		\$16.01	\$16.41	\$16.82	\$17.22	\$17.62	\$18.01	\$18.70	\$19.37	\$20.05	\$20.74	\$21.42
4		\$16.82	\$17.24	\$17.66	\$18.08	\$18.50	\$18.92	\$19.64	\$20.35	\$21.06	\$21.78	\$22.49
5		\$17.65	\$18.08	\$18.53	\$18.97	\$19.41	\$19.85	\$20.60	\$21.35	\$22.10	\$22.85	\$23.60
6	Driver, Janitor, Kitchen Assistant, Parks & Rec Laborer, Recreation Center Worker	\$18.54	\$19.00	\$19.47	\$19.93	\$20.40	\$20.86	\$21.64	\$22.44	\$23.23	\$24.01	\$24.80
7		\$19.46	\$19.95	\$20.43	\$20.92	\$21.41	\$21.90	\$22.73	\$23.55	\$24.38	\$24.01	\$26.03
8	Cook, Library Aide	\$20.84	\$21.36	\$21.88	\$22.40	\$22.92	\$23.44	\$24.33	\$25.21	\$26.09	\$26.98	\$27.87
9		\$21.89	\$22.44	\$22.98	\$23.53	\$24.08	\$24.62	\$25.55	\$26.48	\$27.42	\$28.35	\$29.27
10		\$22.97	\$23.54	\$24.12	\$24.69	\$25.27	\$25.85	\$26.83	\$27.80	\$28.77	\$29.75	\$30.73
11		\$24.10	\$24.70	\$25.31	\$25.91	\$26.51	\$27.11	\$28.13	\$29.16	\$30.18	\$31.21	\$32.23
12	Library Assistant	\$25.34	\$25.97	\$26.60	\$27.23	\$27.87	\$28.51	\$29.59	\$30.66	\$31.74	\$32.81	\$33.89
13	Administrative Assistant I	\$26.61	\$27.27	\$27.94	\$28.61	\$29.27	\$29.94	\$31.07	\$32.20	\$33.33	\$34.47	\$35.59
14	Accounting Tech I, Administrative Assistant II, Animal Control Officer, Parks & Rec Maint. Tech.	\$27.94	\$28.63	\$29.34	\$30.03	\$30.73	\$31.43	\$32.61	\$33.80	\$34.99	\$36.18	\$37.36
15	Administrative Assistant III, Desktop Support Tech, Public Safety Dispatcher, Utility Operator I	\$29.31	\$30.05	\$30.78	\$31.52	\$32.24	\$32.98	\$34.22	\$35.47	\$36.71	\$37.96	\$39.21
16	Accounting Technician II, Airport Operations Specialist, Building Maintenance Tech, Equipment Operator	\$30.78	\$31.55	\$32.32	\$33.09	\$33.86	\$34.63	\$35.93	\$37.25	\$38.56	\$39.86	\$41.17
17	Chief Animal Control Officer	\$32.35	\$33.16	\$33.98	\$34.78	\$35.59	\$36.40	\$37.78	\$39.16	\$40.52	\$41.90	\$43.28
18	Communications Supervisor, Utility Operator II	\$33.95	\$34.79	\$35.64	\$36.50	\$37.34	\$38.19	\$39.63	\$41.08	\$42.51	\$43.96	\$45.40
19	Assistant Parks & Rec Director, Equipment Lead Operator, Shop Mechanic, Utility Lead Operator	\$35.65	\$36.54	\$37.43	\$38.32	\$39.22	\$40.11	\$41.63	\$43.14	\$44.66	\$46.17	\$47.69
20		\$37.41	\$38.35	\$39.28	\$40.22	\$41.16	\$42.10	\$43.69	\$45.28	\$46.87	\$48.46	\$50.04
21	Airport Operations Supervisor, Building Official, Police Officer, Shop Foreman, Street Foreman, Building Foreman	\$39.29	\$40.27	\$41.26	\$42.24	\$43.22	\$44.21	\$45.88	\$47.54	\$49.22	\$50.89	\$52.56
22	Utility Foreman II	\$41.26	\$42.29	\$43.32	\$44.35	\$45.39	\$46.42	\$48.17	\$49.93	\$51.68	\$53.43	\$55.19
23	Assistant to City Manager/Special Projects Coord, IT Manager	\$43.30	\$44.38	\$45.46	\$46.54	\$47.63	\$48.72	\$50.55	\$52.40	\$54.23	\$56.08	\$57.92
24	Police Sergeant, Assistant Public Works Director	\$45.48	\$46.61	\$47.76	\$48.89	\$50.03	\$51.16	\$53.10	\$55.03	\$56.97	\$58.89	\$60.83
25	Controller, Fire Deputy Chief	\$47.76	\$48.95	\$50.14	\$51.34	\$52.53	\$53.72	\$55.75	\$57.78	\$59.81	\$61.84	\$63.87
26		\$50.17	\$51.42	\$52.68	\$53.94	\$55.19	\$56.45	\$58.58	\$60.71	\$62.84	\$64.97	\$67.11
27	Police Lieutenant	\$52.63	\$53.95	\$55.26	\$56.58	\$57.90	\$59.21	\$61.44	\$63.69	\$65.92	\$68.16	\$70.40
28		\$55.28	\$56.67	\$58.05	\$59.44	\$60.81	\$62.20	\$64.55	\$66.90	\$69.25	\$71.59	\$73.95
Classified employees engaged in fire protection activities												
18	Firefighter	\$24.25	\$24.85	\$25.45	\$26.05	\$26.65	\$27.25	\$28.28	\$29.31	\$30.35	\$31.38	\$32.41
19		\$25.46	\$26.09	\$26.72	\$27.36	\$27.99	\$28.62	\$29.70	\$30.78	\$31.86	\$32.95	\$34.03
20	Fire Engineer	\$26.71	\$27.38	\$28.04	\$28.70	\$29.37	\$30.03	\$31.16	\$32.30	\$33.44	\$34.57	\$35.71
21		\$28.07	\$28.77	\$29.48	\$30.18	\$30.89	\$31.59	\$32.78	\$33.98	\$35.17	\$36.36	\$37.56
22	Fire Captain, Fire Marshall	\$29.48	\$30.21	\$30.95	\$31.68	\$32.42	\$33.15	\$34.40	\$35.66	\$36.90	\$38.16	\$39.41

Fiscal Year 2026 Classification Plan and Salary Schedule

Department Head

Range	Minimum	New Maximum
23 Human Resources Director, Library Director, Parks & Rec Director, Senior Center Director	\$90,062	\$126,086
24 Planning Director	\$94,602	\$132,443
25 Airport Manager	\$99,334	\$139,067
26	\$104,361	\$146,106
27 Fire Chief	\$109,475	\$153,264
28 Finance Director, Police Chief, Public Works Director	\$114,991	\$160,987

City Manager, City Clerk and City Attorney are Council-Appointed administrative offices with negotiated salaries

Temporary Employees

Range	A	B	C
1	\$14.24	\$14.60	\$14.95
2	\$14.95	\$15.32	\$15.70
3	\$15.70	\$16.09	\$16.49
4	\$16.49	\$16.90	\$17.31
5	\$17.30	\$17.73	\$18.17
6	\$18.18	\$18.63	\$19.09
7	\$19.08	\$19.56	\$20.03
8	\$20.43	\$20.94	\$21.45
9	\$21.46	\$22.00	\$22.53
10	\$22.52	\$23.08	\$23.65
11	\$23.63	\$24.22	\$24.81
12	\$24.84	\$25.46	\$26.08
13	\$26.09	\$26.74	\$27.39
14	\$27.39	\$28.07	\$28.76
15	\$28.74	\$29.46	\$30.18
16	\$30.18	\$30.93	\$31.69
17	\$31.72	\$32.51	\$33.31
18	\$33.28	\$34.11	\$34.94
19	\$34.95	\$35.82	\$36.70
20	\$36.68	\$37.60	\$38.51
21	\$38.52	\$39.48	\$40.45
22	\$40.45	\$41.46	\$42.47
23	\$42.45	\$43.51	\$44.57
24	\$44.59	\$45.70	\$46.82
25	\$46.82	\$47.99	\$49.16
26	\$49.19	\$50.42	\$51.65
27	\$51.60	\$52.89	\$54.18
28	\$54.20	\$55.56	\$56.91
29	\$56.99	\$58.41	\$59.84



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: David Swarner, Finance Director

DATE: May 14, 2025

SUBJECT: **Ordinance 3471-2025 - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026 and Committing \$2,850,457 of General Fund, Fund Balance for Future Capital Improvements.**

The purpose of this memo is to recommend enactment of Ordinance 3471-2025, Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the year commencing July 1, 2025 and ending June 30, 2026.

The City Council held the following work sessions relating to the budget:

December 4, 2024 to develop the FY 2026 Budget Goals. The Council established the FY 2026 Budget Goals with the approval of Resolution 2025-04 January 15, 2025.

December 18, 2024 to discuss the Fiscal year 2026 – 2030 Capital Plan. The Capital Plan was approved by Resolution 2025-06 on January 15, 2025.

May 3, 2025 for the Administration to present the draft FY 2026 Annual Budget including the Salary Schedule and Employee Classification Plan. The draft budget document is available for public review on the City's website on the Finance Department page.

Since the last budget work session some adjustments were made to the budget for a total increase of \$52,904 in General Fund expenses due to a \$18,404 increase in the contract for the management of investments (Finance), \$30,000 increase for storefront improvements grants (Legislative), \$7,920 decrease in advertising (Legislative - moved to Non-Dept but not decreased in Legislative), and \$4,500 increase for changes to grants to other agencies (Legislative).

Changes for grant to other agencies are as follows:

- Kenai Chamber of Commerce holiday fireworks increased from \$3,500 to \$5,000
- Industry Appreciation Day removed (\$500)
- Kenai Watershed Forum increased from \$1,500 to \$2,500
- Central Area Rural Transit System increased from \$5,000 to \$7,500.

Also impacted by the increase for management of investments is Airport Fund \$5,729, Water & Sewer Fund \$3,988, Employee Health Care Fund \$2,152, Equipment Replacement Fund

\$1,758, Congregate Housing \$1,037, Fleet Replacement Fund \$544 and Personal Use Fishery Fund \$388. The total increase for management of investments for all funds is \$34,000.

The Administration will be available to answer questions regarding the FY 2026 budget during, or any time prior to, the public hearing on Ordinance 3471-2025.





KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Alex Douthit, Council Member

DATE: May 27, 2025

SUBJECT: **Ordinance 3471-2025 - Requested Amendment to Draft FY2026 Budget Document.**

This memo requests an amendment to the FY2026 Draft Budget Document. Bridges Community Resource Network (Project Homeless Connect) identifies and connects individuals to resources in the community to address their needs. It is requested that the City increase the amount in the draft budget from \$500 to \$1,000 in the Legislative budget.

The following changes to the FY2026 draft budget document referenced in Ordinance 3471-2025 are respectfully requested:

Motion

Amend the Draft FY2026 Budget Document as follows:

General Fund – Legislative, page 83

Increase the Grants to Agencies section from \$500 to \$1,000

General Fund - Legislative, page 84

Increase Bridges Community Resource Network to the 5047 Grants to Agencies list from \$500 to \$1,000

For an overall increase of \$500 to the FY2026 Budget

Thank you for your consideration.



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Alex Douthit, Council Member

DATE: May 27, 2025

SUBJECT: Ordinance 3471-2025 Requested Amendment to Draft FY2026 Budget Document

This memo requests an amendment to the FY2026 Draft Budget Document. Child Advocacy Center is a place where a child and their safe caregiver can visit to receive comprehensive wraparound services to include investigation by law enforcement. It is requested that the City include \$2,500 in the Legislative budget for the Child Advocacy Center.

The following changes to the FY2026 draft budget document referenced in Ordinance 3471-2025 are respectfully requested:

Motion

Amend the Draft FY2026 Budget Document as follows:

General Fund – Legislative, page 83

Increase the Grants to Agencies section by an additional \$2,500

General Fund - Legislative, page 84

Add Bridges Community Resource Network to the 5047 Grants to Agencies list for \$2,500

For an overall increase of \$2,500 to the FY2026 Budget

Thank you for your consideration.



KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: Stephanie Randall, HR Director
Shellie Saner, City Clerk

DATE: May 23, 2025

SUBJECT: **Ordinance 3471-2025 - Requested Amendment to Draft FY2026 Budget Document - Clerks Office Staffing**

The purpose of this memo is to recommend an amendment to the FY2026 Draft Budget and FY2026 Budget adoption ordinance, Ordinance 3471-2025, in order to reclassify the position of Administrative Assistant II (Range 14) in the Clerk's office to Administrative Assistant III (Range 15).

Due to a recent vacancy, the City Clerk requested a review of the Administrative Assistant II job description to reflect expanded responsibilities. The revised duties include leading the implementation of a city-wide records management program and developing supporting policies and procedures for both staff and public use.

Human Resources has reviewed the updated job description and, based on the scope and complexity of the new responsibilities, supports reclassifying the role to an Administrative Assistant III. This change aligns the position with other similar positions within the City and provides an appropriate compensation to recruit and retain a qualified candidate.

The reclassification does not require an amendment to the City's Classification Plan, as the Administrative Assistant III classification already exists. There is no fiscal impact associated with this reclassification in FY26, as the position is already budgeted at a level sufficient to support the higher classification. However, the increase from range 14 to grade 15 could affect future budgets depending on the step placement of the new hire. The annual pay difference between the two ranges varies by step, ranging from approximately \$2,800 to \$3,800.

If reclassification is supported by the City Council the following proposed amendment are necessary to update the Draft Fiscal Year 2026 Annual Budget Document:

Motion

Amend the Draft FY2026 Annual Budget Document as follows:

Amend the position title from Administrative Assistant II, to Administrative Assistant III in the following locations:

- **General Fund - City Clerk**, page 72
Organizational Chart
Staffing Table
Average Overtime Table
- **Authorized Personnel Staffing Table**, page 333
Department: City Clerk
- **Organization Chart**, page 338
Department: City Clerk

Amend the position grade from 14 to 15 in the following locations:

- **General Fund - City Clerk**, page 72
Staffing Table, Proposed FY26-Grade Column and Projected FY27-Grade Column
- **Authorized Personnel Staffing Table**, page 333
Department: City Clerk, FY2026-Grade Column

Council's approval is respectfully requested.





KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Henry Knackstedt, Vice Mayor

DATE: May 27, 2025

SUBJECT:- **Ordinance 3471-2025 - Requested Amendment to Draft FY2026 Budget Document**

This memo requests an amendment to the FY2026 Draft Budget Document. Industry Appreciation Day celebrates the achievements and contributions of local industries, including oil & gas, healthcare, fishing and tourism on the Kenai Peninsula, the event started in the 80's. This long-standing tradition is a free family event that is entirely organized by volunteers and funded entirely through local donations. It is requested that the City include \$500 in the Legislative budget for the 2025 Industry Appreciation Day.

The following changes to the FY2026 draft budget document referenced in Ordinance 3471-2025 are respectfully requested:

Motion

Amend the Draft FY2026 Budget Document as follows:

General Fund – Legislative, page 83

Increase the Grants to Agencies section by an additional \$500

General Fund - Legislative, page 84

Add Industry Appreciation Day to the 5047 Grants to Agencies list for \$500

For an overall increase of \$500 to the FY2026 Budget

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3472-2025**

AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT FUNDS FROM THE ALASKA HIGH INTENSITY DRUG TRAFFICKING AREA FOR DRUG INVESTIGATION OVERTIME EXPENDITURES.

WHEREAS, the Kenai Police Department assists the regional drug task force on initiatives with funding availability through the Alaska High Intensity Drug Traffic Area (AK HIDTA); and,

WHEREAS, funding through AK HIDTA is available to reimburse certain overtime expenditures for the Kenai Police Officers that assist the regional drug task force or directly participate in the task force on those HIDTA initiatives; and,

WHEREAS, the overtime expense that was eligible for reimbursement from July of 2024 through the end of March, 2025 was \$14,348.41; and,

WHEREAS overtime for these additional expenditures for drug investigations were not budgeted and the Department is requesting appropriation into the overtime budget equal to the amount of the AK HIDTA funding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. That the City Manager is authorized to accept these funds from the AK HIDTA in the amount of \$14,348.41 and to expend those funds to fulfill the purpose and intent of this ordinance.

Section 2. That the estimated revenues and appropriations be increased as follows:

General Fund:

Increase Estimated Revenues –	
State Grants – Police	<u>\$14,348.41</u>

Increase Appropriations –	
Police – Overtime	<u>\$14,348.41</u>

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 4. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:

May 21, 2025

Enacted:

June 4, 2025

Effective:

June 4, 2025



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: May 1, 2025

SUBJECT: **Ordinance No. 3472-2025 - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures.**

The Kenai Police Department participates in the regional drug task force. Between July of 2024 and March of 2025 certain overtime worked in conjunction with the regional drug task force was eligible for reimbursement through the Alaska High Intensity Drug Trafficking Area (AK HIDTA). The Police Department requested reimbursement for \$14,348.41 in overtime expenditures.

I am respectfully requesting consideration of the ordinance accepting and appropriating the grant funds for the purpose they were intended.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3473-2025**

AN ORDINANCE ACCEPTING AND APPROPRIATING A GRANT RECEIVED THROUGH THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS TO THE KENAI ANIMAL SHELTER FOR ATTENDANCE AT THE ALASKA ANIMAL CONTROL ASSOCIATION 2025 TRAINING CONFERENCE.

WHEREAS, the Kenai Animal Shelter received a grant through the American Society for the Prevention of Cruelty to Animals in the amount of \$500; and,

WHEREAS, the Alaska Animal Control Association is hosting a training conference in Anchorage in May of this year and the grant funds are designated to support staff attendance at the conference; and,

WHEREAS, the acceptance of these grant funds to further the mission of the Animal Shelter is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. That the City Manager is authorized to accept these grant funds and to expend them as authorized by this ordinance and in line with the intentions of the grant.

Section 2. That estimated revenues and appropriations be increased as follows:

General Fund:

Increase Estimated Revenues –	
Grants – Animal Control	<u>\$500</u>

Increase Appropriations –	
Animal Control – Transportation	<u>\$500</u>

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 4. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

Ordinance No. 3473-2025

Page 2 of 2

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:

May 21, 2025

Enacted:

June 4, 2025

Effective:

June 4, 2025



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: May 5, 2025

SUBJECT: **Ordinance 3473-2025 - Accepting and Appropriating a Grant Received Through the American Society for the Prevention of Cruelty to Animals to the Kenai Animal Shelter for Attendance at the Alaska Animal Control Association 2025 Training Conference.**

The Kenai Animal Shelter received a \$500 scholarship from the ASPCA to assist with attendance to the Alaska Animal Control Association 2025 Training Conference. The \$500 scholarship is to be used towards conference registration and lodging. The Conference will take place May 2nd-4th in Anchorage.

I am respectfully requesting consideration of the ordinance accepting and designating those funds to the Kenai Animal Shelter as they were intended.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3474-2025**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATION IN THE WASTEWATER, WATER & SEWER, AND MUNICIPAL ROADWAY IMPROVEMENTS CAPITAL PROJECT FUNDS TO TRANSFER RESIDUAL BALANCE FROM COMPLETED PROJECTS BACK TO THEIR ORIGINAL FUNDING SOURCES.

WHEREAS, \$46,206.43 remains in the Wastewater Facility Capital Project Funds from completed capital project for Masterplan & Rate Study; and,

WHEREAS, transfer of the residual \$46,206.43 to the Water & Sewer Fund, the fund from which the funds originated, will allow future appropriation of the funds for operations or future capital projects; and,

WHEREAS, \$67,035.05 remains in the Water & Sewer Capital Project Funds from completed capital project for Masterplan & Rate Study; and,

WHEREAS, transfer of the residual \$67,035.05 to the Water & Sewer Fund, the fund from which the funds originated, will allow future appropriation of the funds for operations or future capital projects; and,

WHEREAS, \$42,000 remains in the Water & Sewer Capital Project Funds from capital project for Lead Service Line Inventory Support Services that was completed by staff; and,

WHEREAS, transfer of the residual \$42,000 to the Water & Sewer Fund, the fund from which the funds originated, will allow future appropriation of the funds for operations or future capital projects; and,

WHEREAS, \$30,445.73 remains in the Municipal Roadway Improvements Capital Project Funds from completed capital project for First Avenue Roadway Repairs; and,

WHEREAS, transfer of the residual \$30,445.73 to the General Fund, the fund from which the funds originated, will allow future appropriation of the funds for operations or future capital projects; and,

WHEREAS, transfer of residual project balances back to the originating fund is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. That the estimated revenues and appropriations be increased as follows:

Wastewater Facility Capital Project Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$46,206.43</u>

Increase Appropriations –	
Transfer to Water & Sewer Fund	<u>\$46,206.43</u>

Section 2. That the estimated revenues and appropriations be increased as follows:

Water & Sewer Capital Project Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$109,035.05

Increase Appropriations –
Transfer to Water & Sewer Fund \$109,035.05

Section 3. That the estimated revenues and appropriations be increased as follows:

Municipal Roadway Improvements Capital Project Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$30,445.73

Increase Appropriations –
Transfer to General Fund \$30,445.73

Section 4. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 5. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:  _____

Introduced: May 21, 2025
Enacted: June 4, 2025
Effective: June 4, 2025



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Officer

DATE: May 9, 2025

SUBJECT: **Ordinance 3474-2025 - Increasing Estimated Revenues and Appropriation in the Wastewater, Water & Sewer, and Municipal Roadway Improvements Capital Project Funds to Transfer Residual Balance from Completed Projects Back to their Original Funding Sources.**

The purpose of this memo is to recommend the enactment of Ordinance 3474-2025 that will transfer the remaining balance from a completed project back to the original funding source. These transfers will allow the residual funds to be appropriated for operations or new capital projects in the future.

In total \$46,206.43 will be returned to the Water & Sewer Fund from the Wastewater Facility Capital Project Fund for the completion of the Masterplan and Rate Study \$46,206.43.

In total \$109,035.05 will be returned to the Water & Sewer Fund from the Water & Sewer Capital Project Fund for the completion of the Masterplan and Rate Study \$67,035.05 and the Lead Service Line Inventory that was conducted in house \$42,000.

In total \$30,445.73 will be returned to the General Fund from the Municipal Roadway Improvements for the completion of the First Avenue Roadway Repairs project.

With the enactment of Ordinance 3474-2025, funds will be returned to their original funding source related to the Masterplan and Rate Study projects, the Lead Service Line Inventory project, the First Avenue Roadway Repairs project, where they will reside in fund balance until the passage of future ordinances appropriating the funds for operations or other capital projects.

Your support for the enactment of Ordinance 3474-2025 is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3475-2025**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND – LEGISLATIVE DEPARTMENT AND INCREASING THE PURCHASE ORDER AMOUNT TO BDO USA, P.C. FOR THE FY2024 AND FY2025 FINANCIAL AUDITS.

WHEREAS, Council authorized a professional service contract for audit services through the passage of Ordinance 2021-25 at the April 21, 2021 meeting; and,

WHEREAS, on August 28, 2024 the City executed a one year extension of the professional service contract for audit services for \$55,000 continuing the contract through December 21, 2024; and,

WHEREAS, in conjunction with the audit for the FY2024 Annual Comprehensive Financial Report BDO USA, P.C. (BDO) provided additional technical assistance for the preparation of financial statements; and,

WHEREAS, the total cost for additional technical assistance of \$22,000 for the FY2024 audit requires additional funding; and,

WHEREAS, the annual audit fee will increase from \$55,000 to \$70,000 for the FY2025 audit; and,

WHEREAS, the FY2026 City of Kenai Annual Budget will include sufficient funding for the City's FY2025 financial audit for Council's consideration as the final one-year extension of the contract is extended with a now termination date of December 31, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. Upon adoption of the FY2026 City of Kenai Annual Budget, the City Manager is authorized to issue a purchase order in the amount of \$70,000 for completion of the FY2025 financial audit and an amendment to the agreement with BDO USA, P.C. that reflects the same.

Section 2. That the City Manager is authorized to execute a change order to BDO USA, P.C. in the amount of \$22,000 for the FY2024 financial audit. Purchase Order 129818 is authorized to be increased from \$55,000 to \$77,000.

Section 3. That the following budget revision is authorized:

General Fund:

Increase revenues –	
Appropriation of Fund Balance	<u>\$22,000</u>

Increase expenditures –	
Legislative – Professional Services	<u>\$22,000</u>

Section 4. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall

be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 5. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:

May 21, 2025

Enacted:

June 4, 2025

Effective:

June 4, 2025



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: May 13, 2025

SUBJECT: **Ordinance No. 3475-2025 - Increasing Estimated Revenues and Appropriations in the General Fund – Legislative Department and Increasing the Purchase Order Amount to BDO USA, P.C. for the FY2024 and FY2025 Financial Audits.**

The purpose of this memo is to request Council's approval to increase estimated revenues and appropriations from the General Fund for additional technical assistance provided during the FY2024 audit by BDO USA, P.C.

In conjunction with the audit for the FY2024 Annual Comprehensive Financial Report BDO provided additional technical assistance in the preparation of the financial statements for GASB 87 related to the financial reporting of leases by the City and how to handle terminations that were permanent and others that occurred due to newly negotiated contracts. Additional technical assistance was provided for the implementation of GASB 100 related to the reporting of the Kenai Bluff Stabilization Project and the recording of the internal audit and subsequent disposals of capital assets. The cost for the additional technical assistance came to a total of \$22,000.

As new GASB statements are introduced, the scope of the auditor's work increases. With the change in scope the final extension of the audit agreement for FY2025 would be \$70,000. This aligns with costs experienced by other cities our size and would be in the best interest of the City. The City Manager is executing a final one-year contract extension with BDO that expires on December 31, 2025. Administration may need to seek Council approval at a later date to extend further if the work cannot be completed in time.

Council's support is respectfully requested.



Sponsored by: Daniel

**CITY OF KENAI
RESOLUTION NO. 2025-35**

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENAI AND THE SALAMATOF TRIBE TO RECOGNIZE AREAS OF MUTUAL CONCERN AND SUPPORT, ESTABLISH A FRAMEWORK FOR COOPERATIVE RELATIONSHIPS, AND PROMOTE GOVERNMENT-TO-GOVERNMENT COMMUNICATION FOR THE BENEFIT OF THE COMMUNITY OF KENAI AS A WHOLE.

WHEREAS, the Salamatof Tribe provided the attached Memorandum of Understanding, which has been reviewed by the Tribe's Chairman, to the City Administration for consideration; and,

WHEREAS, the Salamatof Tribe maintains deep connections to the Kenai area and plays a vital role in the region's cultural heritage, environmental stewardship, and economic development; and,

WHEREAS, both the City and the Tribe have resources, knowledge, and professional expertise that can support efforts in areas of mutual concern such as community development, education, cultural preservation, environmental protection, and economic growth; and,

WHEREAS, the proposed MOU establishes a framework for cooperative engagement between the City and the Tribe, including provisions for regular communication, designated liaison contacts, and the opportunity to develop joint initiatives; and,

WHEREAS, the City Council recognizes the value of formalizing a government-to-government relationship that encourages mutual respect, continued partnership, and shared goals that serve the Kenai community as a whole.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That the City Council approves the Memorandum of Understanding between the City of Kenai and the Salamatof Tribe.

Section 2. That the Mayor is authorized to execute the Memorandum of Understanding.

Section 3. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Phil Daniel, Council Member

DATE: May 22, 2025

SUBJECT: **Resolution 2025-35** - Approving A Memorandum Of Understanding Between The City Of Kenai And The Salamatof Tribe To Recognize Areas Of Mutual Concern And Support, Establish A Framework For Cooperative Relationships, And Promote Government-To-Government Communication For The Benefit Of The Community Of Kenai As A Whole.

The attached Memorandum of Understanding (MOU) between the City of Kenai and Salamatof Tribe was provided to City Administration by the Tribe's Executive Director and reviewed by its Chairman. The document establishes a foundation for continued dialogue, coordination, and cooperation on areas of shared interest.

Salamatof Tribe has longstanding ties to the Kenai area and contributes meaningfully to the cultural heritage, environmental stewardship, and economic vitality of our community. This MOU recognizes the Tribe's role and provides a structure to strengthen the working relationship between our organizations. It outlines a process for identifying opportunities for collaboration, supported by regular communication and the designation of liaison contacts by both parties.

The MOU outlines a framework for potential joint efforts in a range of areas, including community development, economic initiatives, cultural and historical preservation, environmental protection, and the coordination of public services. It is designed to support future partnerships by encouraging proactive discussions and cooperative planning.

Approval of this agreement reflects a mutual commitment to working together in the interest of the greater Kenai community. It provides a respectful and practical framework for ongoing collaboration that honors our respective roles and responsibilities while fostering progress on shared goals.

I recommend approval of the MOU and look forward to the opportunities it creates for collaboration and shared success.

MEMORANDUM OF UNDERSTANDING

between the

**CITY OF KENAI
and the**

SALAMATOF TRIBE

ARTICLE I. PURPOSE

This Memorandum of Understanding is made and entered into by and between the City of Kenai (City) and the Salamatof Tribe (Tribe) to recognize areas of mutual concern and support, establish a framework for cooperative relations and promote government-to-government communication for the benefit of the community of Kenai as a whole.

Both the City and the Tribe have responsibilities and interests in the establishment of cooperative relationships that meet the needs of both City and Tribal governments. The City, in managing municipal affairs, has information and resources beneficial to the Tribe. The Tribe, in managing tribal affairs, has information and resources beneficial to the City. It is the desire of both parties to cooperate concerning the legal and political matters inherent in a government – to - government relationship.

ARTICLE II. STATEMENT OF WORK

In consideration of the above declaration of purpose, the parties agree to the following:

A. THE TRIBE SHALL:

1. Make Tribal resources, lands and professional expertise available for the furtherance of cooperative relationships envisioned by this agreement, subject to the applicable tribal and federal laws and regulations, as well as the approval of the Salamatof Tribal Council.
2. Cooperate in the planning, implementation and monitoring of project work undertaken pursuant and supplemental to this agreement.

B. THE CITY SHALL:

1. Make Municipal resources, lands and professional expertise available for the furtherance of cooperative relationships envisioned by this agreement, subject to the applicable municipal, state and federal laws, as well as the approval of the Kenai City Council.
2. Cooperate in the planning, implementation and monitoring of project work undertaken pursuant and supplemental to this agreement.
3. Assign a Municipal liaison officer who shall be responsible for routine activities between the City and the Tribe.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD:

1. The City and the Tribe shall Assign a liaison officer who shall be responsible for routine activities between entities.
2. Collaborate to identify, apply for and administer funding opportunities for projects undertaken pursuant and supplemental to this agreement.
3. The parties will meet at least annually to develop guidelines for cooperative relationships and proposals to meet the purposes of this agreement, including, but not limited to:
 - a. Zoning and development of areas important to the respective governments;
 - b. Economic development;
 - c. Protection of the environment and customary and traditional hunting, fishing, and gathering;
 - d. Educational and social advancement;
 - e. Administration of justice and enforcement;
 - f. Cultural and historic preservation.
4. This agreement in no way restricts the parties from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or projects.
5. Nothing in this agreement shall obligate either the City or the Tribe in expenditure for funds, or by future payments of money, in excess of appropriations authorized by law and administratively allocated by the respective governments.

6. The City and Tribe agree, at a minimum, that each government will be responsible for its own acts and the results thereof; shall not be responsible for the actions of the other party; and each party agrees it will assume to itself the risk and liability resulting in any manner under the terms of this agreement.

ARTICLE III. TERMS OF AGREEMENT

A. DURATION OF AGREEMENT

The duration of this agreement is perpetual, until and unless revised or terminated pursuant to the terms of this agreement.

B. REVISION OF AGREEMENT

This agreement may be revised as necessary, by mutual consent of both parties, by issuance of a written amendment, signed and dated by the proper representative of each government.

C. TERMINATION OF AGREEMENT

This agreement may be terminated by either government by providing 30 days written notice.

ARTICLE VI. EFFECTIVE DATE

In witness of whereof, the City and the Tribe have executed this agreement as of the last written date below.

FOR THE SALAMATOF TRIBE

FOR THE CITY OF KENAI

Chris Monfor Tribal Council
Chairperson
Salamatof Tribe

Brian Gabriel, Sr.
Mayor
City of Kenai



Sponsored by: Daniel

**CITY OF KENAI
RESOLUTION NO. 2025-36**

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENAI AND THE KENAITZE INDIAN TRIBE TO RECOGNIZE AREAS OF MUTUAL CONCERN AND SUPPORT, ESTABLISH A FRAMEWORK FOR COOPERATIVE RELATIONSHIPS, AND PROMOTE GOVERNMENT-TO-GOVERNMENT COMMUNICATION FOR THE BENEFIT OF THE COMMUNITY OF KENAI AS A WHOLE.

WHEREAS, the City of Kenai and the Kenaitze Indian Tribe collaborate on multiple projects and initiatives that benefit the greater Kenai community; and,

WHEREAS, both the City and the Tribe have resources, knowledge, and professional expertise that can support efforts in areas of mutual concern such as community development, education, cultural preservation, environmental protection, and economic growth; and,

WHEREAS, the proposed Memorandum of Understanding (MOU) establishes a framework for communication, coordination, and cooperative relationships between the City and the Tribe; and,

WHEREAS, the Kenaitze Indian Tribal Council reviewed and approved the MOU on May 21, 2025; and,

WHEREAS, the City Council recognizes the value of formalizing a government-to-government relationship that encourages mutual respect, continued partnership, and shared goals that serve the Kenai community as a whole.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That the City Council approves the Memorandum of Understanding between the City of Kenai and the Kenaitze Indian Tribe.

Section 2. That the Mayor is authorized to execute the Memorandum of Understanding.

Section 3. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Phil Daniel, Council Member

DATE: May 22, 2025

SUBJECT: **Resolution 2025-36** - Approving A Memorandum Of Understanding Between The City Of Kenai And The Kenaitze Indian Tribe To Recognize Areas Of Mutual Concern And Support, Establish A Framework For Cooperative Relationships, And Promote Government-To-Government Communication For The Benefit Of The Community Of Kenai As A Whole.

The City and the Kenaitze Indian Tribe have worked collaboratively on multiple projects in the past but have never formally documented this collaboration or provided a framework for continued coordination. The proposed Memorandum of Understanding (MOU) offers a valuable way to acknowledge and strengthen this ongoing relationship and provide structure to support future cooperation for the benefit of our shared community.

The MOU provides a framework for collaboration in areas of mutual interest, including community development, cultural and historic preservation, economic development, environmental protection, and public service coordination. It also provides a process for identifying and evaluating new opportunities for collaboration through regular communication and the designation of liaison officers for each organization.

The agreement allows both parties to contribute professional expertise and resources, within their capacity, and to consider project-specific agreements when appropriate. It supports flexibility and transparency while respecting the internal processes of both organizations.

The Kenaitze Indian Tribe's Tribal Council reviewed and approved the MOU on May 21, 2025.

Entering into this MOU reflects a shared commitment to working together in a spirit of mutual respect, with a focus on outcomes that serve the community as a whole—honoring the past while working together toward a stronger future for all who live in and around Kenai.

I recommend approval of the MOU and look forward to the opportunities it creates for collaboration and shared success.

MEMORANDUM OF UNDERSTANDING

between the

CITY OF KENAI

and the

KENAITZE INDIAN TRIBE

ARTICLE I. PURPOSE

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Kenai (City) and the Kenaitze Indian Tribe (Tribe) to recognize areas of mutual concern and support, establish a framework for cooperative relationships, and promote government-to-government communication for the benefit of the community of Kenai as a whole.

Both the City and the Tribe have an interest in the establishment of cooperative relationships that meet the needs of both the City and Tribe's governments. The City, in managing municipal affairs, has information and resources beneficial to the Tribe. The Tribe, in managing tribal affairs, has information and resources beneficial to the City. It is the desire of both parties to cooperate concerning the legal and political matters inherent in a government-to-government relationship.

ARTICLE II. STATEMENT OF WORK

In consideration of the above declaration of purpose, the parties agree to the following:

A. THE TRIBE MAY:

1. Make Tribal resources and professional expertise available for the furtherance of cooperative relationships envisioned by this MOU, subject to applicable tribal and federal laws and regulations, as well as the approval of the Kenaitze Indian Tribal Council.

2. Cooperate in the planning, implementation, and monitoring of project work undertaken pursuant to (1) this MOU and any cooperative relationships approved pursuant to this MOU.
3. Assign a Tribal liaison officer who shall be responsible for facilitating cooperation between the City and the Tribe, and who shall be the City's primary point of contact for matters concerning this MOU and cooperative relationships envisioned by this MOU.

B. THE CITY MAY:

1. Make Municipal resources, and professional expertise available for the furtherance of cooperative relationships envisioned by this MOU, subject to the applicable municipal, state and federal laws, as well as the approval of the Kenai City Council.
2. Cooperate in the planning, implementation and monitoring of project work undertaken pursuant to (1) this MOU and any cooperative relationships approved pursuant to this MOU.
3. Assign a Municipal liaison officer who shall be responsible for facilitating cooperation between the City and the Tribe, and who shall be the City's primary point of contact for matters concerning this MOU and cooperative relationships envisioned by this MOU.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD:

1. The parties will collaborate to identify, apply for and administer funding opportunities for projects undertaken pursuant and supplemental to this MOU.
2. The parties will meet at least annually to develop, evaluate, and approve proposals for cooperative relationships. Cooperative relationships will further the purposes of this MOU as set out in Article I, and may address areas of mutual concern and support including but not limited to the following:
 - a. Zoning and development of areas important to the respective governments;
 - b. Economic development;
 - c. Protection of the environment and customary and traditional hunting, fishing, and gathering;
 - d. Educational and social advancement;
 - e. Administration of justice and enforcement;
 - f. Cultural and historic preservation.

3. Following approval of a proposed cooperative relationship, the parties will execute a memorandum of understanding or similar instrument fully defining their respective rights, responsibilities, and obligations with regards to the cooperative relationship. If any such instrument conflicts with any terms of this MOU, including but not limited to Section C.3 of this Article II, the terms of the instrument will control.
4. This MOU in no way restricts the parties from participating in agreements or projects with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or projects.
5. Nothing in this MOU shall obligate either the City or the Tribe to expend funds in excess of appropriations authorized by law and administratively allocated by the respective governments. Any expenditures of funds will be subject to the approval of the Kenaitze Indian Tribal Council and Kenai City Council as set out in Sections A.1 and B.1 of this Article II.
6. The City and Tribe will each be responsible for all losses or liabilities arising from their own acts arising from or related to this MOU, and the results thereof, except to the extent such losses or liabilities are caused by the other party's negligence or willful misconduct.

ARTICLE III. TERM AND TERMINATION

A. DURATION OF MOU

The duration of this MOU is perpetual, until and unless revised or terminated pursuant to the terms of this MOU.

B. REVISION OF MOU

This MOU may be revised by mutual consent of both parties by issuance of a written amendment, signed and dated by the proper representative of each party.

C. TERMINATION OF MOU

This MOU may be terminated by either party for convenience by providing the other party 30 days' written notice. This MOU may be terminated by either party for cause by providing the other party 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

ARTICLE IV. MISCELLANEOUS TERMS

A. INDEPENDENT PARTIES

The parties agree that nothing in this MOU will be construed as creating a joint venture,

partnership, franchise, agency, or similar relationship between the parties, or as authorizing either party to act as the agent of the other.

B. CONFIDENTIALITY

Each party will keep confidential all proprietary information and materials designated as such by the other party or that should be reasonably understood as confidential, except as required by law.

C. DISPUTE RESOLUTION

The parties agree to make good faith efforts to reach informal resolution of any dispute under this MOU. If a dispute should arise over the terms of this MOU that the parties are unable to resolve between themselves, the representatives of the parties will meet in a formal discussion session to attempt to resolve the dispute.

D. SOVEREIGN IMMUNITY

The Kenaitze Indian Tribe is a federally recognized Indian Tribe, and as such, possesses sovereign immunity from suit. By entering into this MOU, the Tribe does not intend to waive its sovereign immunity and does not do so. Nothing in this MOU will be construed as a waiver of the sovereign immunity of the Tribe, or that of its Council members, officials, employees, or agents.

ARTICLE VI. EFFECTIVE DATE

In witness of whereof, the City and the Tribe have executed this MOU as of the last written date below.

FOR THE KENAITZE INDIAN TRIBE

Bernadine Atchison
Tribal Council Chairperson
Kenaitze Indian Tribe of Alaska

Date: _____

FOR THE CITY OF KENAI

Brian Gabriel, Sr.
Mayor
City of Kenai

Date: _____



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-37**

A RESOLUTION APPROVING A LIMITED ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF KENAI AND THE KENAITZE INDIAN TRIBE.

WHEREAS, the Kenaitze Indian Tribe owns property within the City of Kenai and intends to replat and develop the land to construct Tribal Elder Housing; and,

WHEREAS, the City supports the Tribe's efforts and recognizes the benefit of this development within the City of Kenai; and,

WHEREAS, the City seeks to secure a drainage/utility easement across a portion of the Tribe's property to support potential public infrastructure improvements; and,

WHEREAS, the attached Limited Road Maintenance Agreement outlines the terms under which the City will provide temporary winter maintenance of a to-be-constructed road for a period of time not to exceed ten-years in exchange for the perpetual easement; and,

WHEREAS, the agreement specifies that the road will be constructed to City standards and remain free of obstructions to allow safe maintenance; and,

WHEREAS, the Kenaitze Indian Tribal Council reviewed and approved the agreement on May 21, 2025; and,

WHEREAS, the City Council finds that the agreement represents a limited, practical collaboration that supports mutual goals and public benefit.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That the Limited Road Maintenance Agreement between the City of Kenai and the Kenaitze Indian Tribe is approved.

Section 2. That the City Manager is authorized to execute the Limited Road Maintenance Agreement.

Section 3. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Terry Eubank, City Manager

DATE: May 22, 2025

SUBJECT: **Resolution 2025-37** - Approving a Limited Road Maintenance between the City and the Kenaitze Indian Tribe.

Approval is recommended for the attached agreement between the City of Kenai and the Kenaitze Indian Tribe. The Tribe plans to replat and develop a portion of its land within City limits for Tribal Elder Housing. To support this effort and secure a utility and drainage easement, the City Administration met with the Kenaitze Administration to discuss a proposal to provide temporary winter maintenance on a to-be-constructed road meeting City standards.

The Tribe will grant the City a perpetual easement of approximately 1.333 acres. In exchange, the City will provide snow plowing and related winter maintenance on the road for up to ten years, beginning either upon request after construction or two years after plat approval.

The Kenaitze Indian Tribe's Tribal Council reviewed and approved the agreement on May 21, 2025.

This agreement reflects a limited, practical collaboration that supports the Tribe's goals and addresses the City's infrastructure needs.

Council's approval is respectfully requested.

Attachment:

Limited Road Maintenance Agreement Between the City of Kenai and Kenaitze Indian Tribe

LIMITED ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF KENAI AND KENAITZE INDIAN TRIBE

This Agreement is made and entered into between the City of Kenai ("CITY") a home rule municipality in Alaska, 210 Fidalgo Avenue, Kenai, Alaska 99611-7794, and the Kenaitze Indian Tribe ("TRIBE"), a federally recognized Indian tribe whose address is [REDACTED], Kenai Alaska 99611, for the City to provide temporary winter maintenance of a to-be-constructed road in exchange for a water drainage/utility easement on the property to be developed as further described below.

WHEREAS, the TRIBE owns a parcel of land within the corporate boundaries of the City of Kenai, Parcel No. 04101002, more particularly described as T 6N R 11W SEC 30 SEWARD MERIDIAN KN – RS SE1/4 of approximately 160.19 acres in size (the "PROPERTY"); and,

WHEREAS, the TRIBE desires to replat the PROPERTY to construct Tribal Elder Housing; and,

WHEREAS, the CITY supports the TRIBE's efforts to construct the project; and,

WHEREAS, the CITY desires to use a portion of the PROPERTY to construct and maintain a drainage/utility easement; and,

WHEREAS, the CITY and TRIBE agree as provided below to exchange winter snow plow maintenance from the CITY for a period of ten years for the TRIBE's grant of a drainage/ utility EASEMENT on the PROPERTY.

In consideration of the above recitals and for good and valuable consideration, the parties agree:

A. Obligations of the TRIBE:

1. Once the TRIBE replats the PROPERTY, it shall grant on the plat an easement to the CITY for a drainage/ utility easement at the location described below:

Commencing at the corner common to Sections 29, 30, 31 and 32, Township 6 North, Range 11 West, Seward Meridian as shown on Record of Survey 2023-1, thence S89°58'43"W 2,641.97 ft. along the line to the quarter corner common to Sections 30 and 31 to point No. 1, the TRUE POINT OF BEGINNING; thence N00°10'26"W 2642.19 ft. to the center quarter corner of Section 30, point No. 2; thence S89°59'30"E 20 ft. to point No. 3; thence S00°10'26"E 2,122.19 ft. to point No. 4; thence N89°58'43"E 10 ft. to point No. 5; thence S00°10'26"E 520 ft. to the South line of Section 30 to point No. 6; thence S89°58'43"W 30 ft. more or less to point No. 1, THE TRUE POINT OF BEGINNING, containing approximately 1.333 acres.

2. The easement must grant to the CITY the right to construct a drainage ditch or piping of

any nature, including any necessary improvements, within the granted easement to provide drainage for surrounding properties, including the right, without obligation to construct, maintain, deconstruct and access said easement and improvements in perpetuity.

3. The TRIBE must replat the property and construct a paved road ("the ROAD") that meets CITY road standards current at the time of development as certified by a licensed civil engineer in the State of Alaska. The road must have an adequate turn around at its temporary or permanent completion site to facilitate CITY road maintenance equipment (including but not limited to a grader) turning at its terminus, approximately 900 feet from Redoubt Avenue.
4. Because the parties acknowledge the TRIBE desires to maintain the ROAD as a private road and the CITY cannot exercise parking or obstruction regulations as it would on a public road, the TRIBE must keep the road free and clear of any obstructions including vehicles, personal property and any garbage or refuse during period of winter road maintenance.

B. Obligations of the CITY:

1. The CITY agrees to provide winter road maintenance for a period of ten years commencing either two years from the date the plat for the Property is completed or on the day the TRIBE requests such maintenance and the CITY has received certification from an Alaska licensed civil engineer that the road has been constructed to CITY standards and an adequate turnaround exists for CITY maintenance equipment, whichever comes first. Maintenance provided by the CITY shall include similar maintenance the CITY provides on public roads it maintains including plowing, sanding, and scraping.
2. The CITY will provide verbal and/ or written notice to the TRIBE of any obstructions impeding the safe plowing of the road, and will not provide maintenance services until all obstructions have been removed.

C. General Provisions

1. The parties agree that this agreement shall be considered ineffective, null and void if the Tribe does not replat the PROPERTY by July 1, 2026.
2. The CITY will not be liable to the TRIBE for any damage to the road way, or personal or real property on the road damaged from CITY maintenance activities unless the cause of the damage was from gross negligence or willful misconduct of its employees performing maintenance activities.
3. The parties may amend this Agreement only by mutual written Agreement.
4. Any civil action arising from this Agreement shall be brought and tried in the Superior Court

for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska shall govern the rights and duties of the parties under this Agreement.

5. This contract is intended for the exclusive benefit of the parties and does not and is not intended to create rights in any person(s) or entities other than the contracting parties.
6. The failure of either party at any time to enforce a provision of this Agreement shall not in any way constitute a waiver of any provision, right or remedy, nor in any way affect the validity of this Agreement in part or in whole.
7. Any provision of this Agreement that may be declared void or invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the Agreement or any other provisions of this Agreement.

CITY

TRIBE

By: _____
 Terry Eubank
 CITY Manager

By: _____
 Rudolph O. Wilson
 Executive Director

ACKNOWLEDGEMENT BY NOTARY PUBLIC

State of Alaska)
) ss
 Third Judicial District)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
 by Terry Eubank, City Manager for the City of Kenai.

 Notary Public of Alaska
 My Commission Expires: _____

State of Alaska)
) ss
 Third Judicial District)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
 by _____ of the Kenaitze Indian Tribe.

 Notary Public of Alaska
 My Commission Expires: _____



Sponsored by: Knackstedt

**CITY OF KENAI
RESOLUTION NO. 2025-38**

A RESOLUTION RENAMING SOUTH SPRUCE STREET TO KENAI BEACH STREET.

WHEREAS, Kenai Municipal Code Section 14.15.140 authorizes City Council to name and rename an existing street or newly established street within City limits upon recommendation from the Planning and Zoning Commission and after consultation with the Kenai Peninsula Borough (KPB) or any other affected municipality; and,

WHEREAS, Kenai Municipal Code Section 14.15.010(b)(1) provides that all through east and west streets shall carry the designation "avenue," and all through or potentially through north and south streets shall carry the designation "street."; and,

WHEREAS, access to Kenai's North Beach is important to the City of Kenai as an amenity for residents and visitors and anchors the City's summer economic boom during fishing season; and,

WHEREAS, the change to Kenai Beach Street would function as built-in wayfinding to guide residents and visitors to the beach access without the need for additional road signage; and,

WHEREAS, the KPB Planning Department has no objection to renaming South Spruce Street to Kenai Beach Street; and,

WHEREAS, adjacent property owners have been notified by mail to changing the street name to Kenai Beach Street; and,

WHEREAS, the street name assignment would not adversely impact 911 navigation; and,

WHEREAS, the Planning and Zoning Commission during their June 25, 2025 regular meeting recommended Council _____ this resolution renaming South Spruce Street to Kenai Beach Street; and,

WHEREAS, it is in the best interest of the City of Kenai to rename the street to use the road name to safely guide increased tourist traffic, reducing sudden braking applications on the Kenai Spur Highway due to late or missed turns.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That South Spruce Street in the City of Kenai is renamed Kenai Beach Street.

Section 2. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 2ND DAY OF JULY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Henry Knackstedt, Vice Mayor

DATE: May 27, 2025

SUBJECT: **Resolution No. 2025-38** - Street Renaming of South Spruce Street to Kenai Beach Street

This resolution seeks to change the street name of South Spruce Street to Kenai Beach Street. The City of Kenai's North Beach is a fundamental part of the city's tourism and fishing seasons, drawing thousands of visitors annually for the year-round world-class views of the inlet and Redoubt Volcano and as the base of dip-net fishing in summer. The beach is also used extensively by residents as a recreational space.

Pursuant to Kenai Municipal Code Section 14.15.140, City Council may change, rename, or name an existing street or newly established street within City limits upon recommendation from the Planning and Zoning Commission and after consultation with the Kenai Peninsula Borough (KPB) or any other affected municipality.

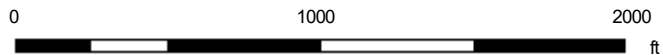
This resolution will be referred to Planning and Zoning Commission for their recommendation at their regularly scheduled meeting on June 25, 2025.

All property owners along South Spruce Street will be notified of the proposed street renaming and the scheduled public meetings to provide several opportunities for submissions of comments. In addition, staff will request for comments from the Public Works Department, Police Department, Fire Department, and local United States Post Office.

Thank you for your consideration.

Attachment

Map



NOTE: Every reasonable effort has been made to ensure the accuracy of these data. However, by accepting this material, you agree that the Kenai Peninsula Borough assumes no liability of any kind arising from the use of this data. The data are provided without warranty of any kind, either expressed or implied, including but not limited to time, money or goodwill arising from the use, operation or modification of the data. In using these data, you further agree to indemnify, defend, and hold harmless Kenai Peninsula Borough for any and all liability of any nature arising from the lack of accuracy or correctness of the data, or use of the data.



Legend

Transportation

Mileposts



Parcels and PLSS

Tax Parcels





Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-39**

A RESOLUTION FIXING THE RATE OF LEVY OF PROPERTY TAX FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026.

WHEREAS, Kenai Municipal Code requires that the rate of levy of property tax be set annually not later than the tenth day of June; and,

WHEREAS, the Council has adopted the "City of Kenai 2026 Annual Budget," which estimates property tax revenue based upon a tax rate of 4.35 mills.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That the rate of levy of property tax for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is fixed at 4.35 mills.

Section 2. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: May 21, 2025

SUBJECT: **Resolution 2025-39** - Fixing the Rate of Levy of Property Tax for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026.

Resolution 2025-39 will establish the rate of levy of property tax for FY2026, tax year 2025. The proposed rate of levy is 4.35 and will result in \$435 in taxes being paid for each \$100,000 of taxable assessed property value. The rate is unchanged and will generate the necessary property taxes to support the adopted FY26 budget. The last mill rate change for the City was in FY2015.

Your support is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-40**

A RESOLUTION AMENDING THE COMPREHENSIVE SCHEDULE OF RATES, CHARGES AND FEES TO INCORPORATE FISCAL YEAR 2026 BUDGET CHANGES TO INCLUDE ADJUSTING AIRPORT FEES, ANIMAL CONTROL FEES, LIBRARY FEES, MULTIPURPOSE FACILITY FEES, BUILDING PERMIT FEES AND ADJUSTING THE MONTHLY RENTAL RATES FOR VINTAGE POINTE.

WHEREAS, the proposed increase to the Airport Reserve Land Annual Lease Rates is commensurate with the 2024 annual change in Consumer Price Index for Anchorage of 2.24% and is a required rate change under Kenai Municipal Code 21.10.090(b); and,

WHEREAS, the monthly float plane basin fees are increased to create parity with the seasonal float plane basin fees; and,

WHEREAS, amending the Facility Use fee at Animal Control creates a flat fee for care and kennel space as opposed to a fee based on animal weight; and,

WHEREAS, amending the Animal Waiver fee for City residents to be the same for all animals, per animal, instead of different fees for different animals aligns better with actual costs of care; and,

WHEREAS, similarly, amending the Animal Waiver fee for Non-City residents to be the same for all animals, per animal, as opposed to different fees for different animals aligns better with actual costs of care; and,

WHEREAS, the proposed change to the Library fees is an update in terminology to improve consistency and accuracy; and,

WHEREAS, the Multipurpose Facility established an hourly summer rate for when the ice is out that better reflects associated costs; and,

WHEREAS, formalizing a Plan Review fee of 65% of the Building Permit fees is consistent with past practice; and,

WHEREAS, amending Vintage Pointe Manor rental rates based on a recently completed rental rate study to current market rates; and,

WHEREAS, updating the City's Schedule of Rates, Charges, and fees to include changes made in formation of the annual budget is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That the City of Kenai Schedule of Rates, Charges and Fees as amended and attached is hereby adopted.

Section 2. That this Resolution takes effect July 1, 2025.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: May 26, 2025
SUBJECT: Resolution 2025-40 - Fee Schedule Changes - Airport

The Airport has reviewed the Airport Rates & Fees Schedule for fiscal year 2025 and respectfully requests the Kenai City Council's consideration of the Resolution amending the fee schedule.

The Airport is proposing the following changes:

Float Plane Basin, Private

Monthly from \$40.00 to \$60.00

Float Plane Basin, Commercial

Monthly from \$50.00 to \$75.00
Monthly w/electric from \$75.00 to \$100.00

The fees on the seasonal rates will remain the same. These changes bring monthly fees in line with seasonal fees. Previously it was cheaper to pay monthly than seasonally, even for the entire season.

Subject to Kenai Municipal Code 21.10.090 – Principles and policy of lease rates, all land leases are adjusted by the annual Consumer Price Index (CPI) for Anchorage, Alaska. The annual year over year CPI increased by 2.24 % in 2024 for Anchorage, Alaska.



KENAI

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TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: David Ross, Police Chief
DATE: April 7, 2025
SUBJECT: Resolution No. 2025-40 - Fee Schedule Changes – Animal Control

Animal Control Fee schedule changes are recommended as follows:

1. This change deals with the “Facility Use Fee.” This fee is charged to individuals when their animal is in the possession of the shelter for a period of time. There is currently a fee of \$20.40 per day for animals under 15lbs and \$35.70 for animals over 15lbs. This change will make the fee \$35.70 per day for all animals. The costs of caring for animals has risen and the cost does not dramatically change at the 15lb cut-off currently in the fee schedule. This will also simplify the fee schedule and eliminate conflict over animal weights.
2. This change deals with City resident owned animals, for which the owner wants to give up ownership and relinquish their animal to the shelter. There is currently a set of “waiver fees” in the fee schedule for cats, dogs, puppies, kittens, birds/rodents, litters of cats, and litters of puppies. This change would eliminate the diversity of those fees and simply charge \$20.40 per animal that is waived to the shelter. This is currently the fee for a cat or a dog. This would be an increase from current fees for the others listed (kittens, puppies, bird/rodent, litters of kittens, and litters of puppies). It is not uncommon for those animals to require equal or greater effort and equal or greater cost to take care of.
3. This change deals with Non-City resident owned animals, for which the owner wants to give up ownership and relinquish to the shelter. There is currently a set of “waiver fees” in the fee schedule for cats, dogs, puppies, kittens, birds/rodents, litters of cats, and litters of puppies. This change would eliminate the diversity of those fees and simply charge \$40.80 per animal that is waived to the shelter. This is currently the fee for a Non-City Resident owned cat or dog. This would be an increase from current fees for the other Non-Resident owned animals listed (kittens, puppies, bird/rodent, litters of kittens, and litters of puppies). Again, it is not uncommon for those animals to require equal or greater effort and equal or greater cost to take care of.

Your consideration is appreciated.



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Katja Wolfe, Library Director

DATE: May 27, 2025

SUBJECT: Resolution No. 2025-40 - Fee Schedule Changes - Library

This memo is in reference to the Library Fees portion of the City of Kenai Schedule of Rates, Charges and Fees for FY2026. Please note that no changes have been made to the actual fees. The only modifications to the schedule are updates to wording, intended to improve consistency and accuracy. These changes include:

- *Section 3b:* Updated terminology from “item barcode” to “processing labels” to better reflect the range of materials used, such as spine labels, barcodes, and genre stickers.
- *Section 3e:* Replaced the term “Mylar” with “book covers” to provide a more accurate and commonly understood description of the protective materials used.

Thank you for your consideration.



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: May 27, 2025

SUBJECT: Resolution No. 2025-40 - Fee Schedule Updates – Parks & Rec

This memo requests Council approval for an update to the Parks and Recreation fee schedule. The proposed update includes the addition of a new seasonal summer hourly rate at the Multi-Purpose Facility (MPF) and clarification regarding how specific existing fees are listed.

A new summer rate of \$25.00 an hour is being proposed for use of the MPF. This fee is for when the ice is out and the concrete floor is available. This rate is intended to support limited seasonal activities, such as roller hockey, during the summer months. Availability will be restricted due to staffing limitations. The current rate is now defined as “winter” and remains at \$165.00. This addition helps clearly define seasonal pricing and allows for greater flexibility in facility use during the off-ice season.

Additionally, clarification is being given that the specific fees listed for the Recreation Center and the Personal Use Fishery were initially set with sales tax included. These fees are marked with an asterisk in the updated fee schedule to indicate that sales tax is already factored into the listed amount. This is not a new change, but rather a clarification intended to promote transparency and consistency in pricing.

Council's support is respectfully requested.



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Lee Frey, Public Works Director

DATE: May 28, 2025

SUBJECT: **Resoution No. 2025-40 – Fee Schedule Changes- Public Works**

The Public Works Department requests addition of the Plan Review Fee into the Public Works and Capital Projects Fees section of the schedule under Building Permit Fees – Commercial Structures. This fee of 65% of the Building Permit Fee has been charged historically and is listed in our Commercial Building Permit Application Package. We do not charge this fee for residential structures.



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kathy Romain, Senior Center Director

DATE: May 27, 2025

SUBJECT: Resolution 2025-40 - Fee Schedule Changes - Vintage Point

This MEMO is in support of Resolution No. 2025-40, adjusting rental rates for Vintage Pointe Manor and an increase in the deposit amount.

Every five years, a market study is conducted to determine the current market rate for each apartment. Earlier this year, an independent contractor completed a new market study, and the updated rent schedule now reflects those findings. Vintage Pointe Manor was originally designed as an independent senior housing facility, with rental rates intended to align with market value. In 2013, the City adopted a plan to gradually increase rents to market levels through annual monthly increments until market rate was reached. Once market rates were achieved, rents would be adjusted annually based on changes in the Anchorage Consumer Price Index (CPI). New tenants are charged the current market rate upon move-in.

I am requesting an increase in the security deposit for the apartments from \$450 to \$800. The current deposit amount has remained unchanged since the building was constructed in 1993. Over the years, both the cost of repairs and the incidence of unit damage have increased, and the existing deposit is no longer sufficient to reliably cover expenses when damages occur.

Thank you for your consideration.

SCHEDULE OF RATES, CHARGES AND FEES

The City Manager shall establish and the City Council shall approve via resolution, the fees, rates, and charges for the billing and collections for support of City Services. The City reserves the right to change the rate schedule at any time. There is a 6% sales tax added to the total invoice (3% City and 3% Borough) for all fees, rates, and charges not exempted by the sales tax code of the Kenai Peninsula Borough and the City.

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Airport Fees

21.05.085	Fuel Flowage Fee Per Gallon	
	Signatory	\$0.035
	Non-signatory	\$0.07
APX - Airport Regulations	Aircraft Parking Fees	
06.05.07 (c)	transient, under 4,000 lbs. 0 - 4 hrs.	FREE
6.05.070 (c)	transient, under 4,000 lbs. over 4 hrs.	\$5.00
6.05.070 (c)	transient, 4,001 - 12,500 lbs. 0-12 hrs.	\$25.00
6.05.070 (c)	transient, 4,001 - 12,500 lbs. 12-24 hrs.	\$50.00
6.05.070 (c)	transient, 12,501 - 100,000 lbs. 0-12 hrs.	\$50.00
6.05.070 (c)	transient, 12,501 - 100,000 lbs. 12-24 hrs.	\$100.00
6.05.070 (c)	transient, 100,001 lbs. per day	\$250.00
	Landing Fees	
14.05.010 (a)(2)	Signatory per thousand pounds	\$2.07
14.05.010 (b)(2)	Non-signatory per thousand pounds	\$2.69
	exempt -- float planes, test landings due to mechanical or weather, government aircraft	
	Tie-down Fees, General Aviation	
	Paved Areas	
	wheels, per month	\$45.00
	wheels, w/electric per month	\$70.00
	Gravel Area	
	wheels/skis, per month	\$45.00
	Float Plane Basin, Private	
	daily	\$5.00
	monthly	\$(40.00) 60.00
	season -- May to October	\$250.00
	Float Plane Basin, Commercial	
	daily	\$10.00
	monthly	\$(50.00) 75.00
	season -- May to October	\$300.00
	monthly w/electric	\$(75.00) 100.00
	Terminal Building Rent -- Exclusive Space	
	signatory - per square foot per year	\$41.15
	signatory -- arrival hallway, departure hallway, passenger hold room & baggage claim area (per square foot per year)	\$41.15
	Terminal Building Rent -- Joint Use Space	
	signatory -- baggage make up area (per square foot per year)	\$24.94
	signatory -- baggage break down area (per square foot per year)	\$24.94
	non-signatory terminal rates 30% higher	
	Vehicle Parking Fees at Terminal	
	short term 0 - 2 hours	FREE
	24 hours	\$8.00
	annual permit	\$800.00
	annual parking permit w/electric	\$1,140.00
	Vehicle Parking Fees	
	Greater Than 1/4 Mile from Terminal Building (at GA Lot)	
	calendar day	\$3.00
	annual permit	\$420.00

Late Payment Vehicle Parking Fee

late payment fee for unpaid parking after 30 days	\$50.00
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Business Activity & Airport Access Permit

mechanic access (per each)	\$50.00
fueling access (annual)	\$100.00
dispensing fee (per gallon)	\$0.02
water extraction access (annual)	\$100.00
non-tenant use of basin parking apron	\$75.00
float plane parking apron (annual)	\$25.00
Deposit/replacement proximity card fee (each)	\$100.00
Catering/mobile food service	\$50.00

Commercial Turn Fees

turn fee (narrow body - (1 aisle)	\$200.00
turn fee (regional 50 - 99 seats)	\$150.00
turn fee (commuter - fewer than 50 seats)	\$100.00

Helicopter Landing Fees

Per Landing	\$25.00
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Conference Room Fees

Airport Lessee's and sub Lessee's in good standing shall receive a 25% discount

0 - 2 hours	\$50.00
2 - 4 hours	\$100.00
4 - 8 hours	\$200.00
More than 8 hours (same day and no later than 10:00 pm)	\$300.00
Cleaning fee (if room is not cleaned)	\$100.00

Other Fees

Taxi cab annual fee per vehicle	\$100.00
Terminal building key replacement (per key)	\$10.00
Non-signatory airline airport apron rental rate per square foot	\$1.40
Signatory, airline, terminal apron parking and GSE Storage space rent per square foot	\$0.64

Alaska Regional Fire Training Center Fees

All Training Rooms include shared use of Breakroom, Tables and Chairs

Training Props and Out Buildings

pursuant to agreed fees and terms by Airport Manager approved by City Manager

Room 104, 108, or 109

Airport Lessee's and sub Lessee's in good standing shall receive a 25% discount

0 - 4 hours	\$300.00
4 > 12 hours	\$500.00

Room 104, 108, or 109 - Non-Profit Entity

0 - 4 hours	\$250.00
4 > 12 hours	\$425.00

Rooms 108 and 109 combined

Airport Lessee's and sub Lessee's in good standing shall receive a 25% discount

0 - 4 hours	\$450.00
4 > 12 hours	\$700.00

Rooms 108 and 109 combined - Non-Profit Entity

0 - 4 hours	\$400.00
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4 > 12 hours

\$600.00

Fire Training Center Rental Items

LCD Projector and Screen

\$50.00

Podium

\$50.00

21.10.090 (a)

Airport Reserve Land Annual Lease Rates

<u>Legal Description of Property</u>	<u>KPB Parcel ID No.</u>	<u>FY24 Annual Rent</u>
Lot 2, Block 2, FBO Subdivision	04336004	\$[7,430.96] 7,596.05
NW 1/4 NW 1/4 Sec 33 lying W of Marathon Rd. excluding Baron Park 2007 Replat	04501056	Subject to Appraisal
Lot 8, Block 2, Cook Inlet Industrial Air Park	04322008	\$[17,739.60] 18,133.53
Lot 3, Block 5, Cook Inlet Industrial Air Park	04322020	\$[6,741.04] 6,890.74
Lot 4, Block 5, Cook Inlet Industrial Air Park	04322021	\$[6,791.84] 6,942.55
[LOT 9A, BLOCK 5, GENERAL AVIATION APRON NO. 6	04324026	\$15,769.12]
Lot 1, Block 2, FBO Subdivision	04336003	\$[7,735.44] 7,907.26
Lot 1, FBO Subdivision No. [7] 6	04336034	\$[14,481.28] 14,802.88
Lot 3, FBO Subdivision No. [7] 6	04336036	\$[20,515.12] 20,970.75
[LOT 5, FBO SUBDIVISION NO. 9	04336043	SUBJECT TO APPRAISAL]
Tract A1, Baron Park 2007 Replat	04501031	\$[41,390.08] 42,309.45
Tract C-1, Gusty Subd. No. [8] 7	04327034	\$[34,016.16] 4,105.33
Portion of W1/2 of Sec. 28 & SE1/4, Sec. 29, T6N, R11W	04101021	Subject to Appraisal
Portion of SW1/4, Sec. 29, T6N, R11W Excluding Airport Float Basin Replat	04101022	Subject to Appraisal
Portion of Tract A, Kenai Airport Float Plane Basin Replat	04318043	Subject to Appraisal
[PORTION SEC. 32, T6N, R11W EXCLUDING SUBS. & LEASED AREAS & FLOAT PLANE BASIN	04318044	SUBJECT TO APPRAISAL]
Tract A, FBO Subdivision	04336001	Subject to Appraisal
Portion of E1/2 NE1/4 & SW1/4 NE1/4, Sec. 29, T6N, R11W	04101004	Subject to Appraisal
Portion of Tract B, FBO Subdivision No. 10	04318045	Subject to Appraisal
[LOT 5B, FBO SUBDIVISION NO. 10	04318048	SUBJECT TO APPRAISAL]
Tract A, Gusty Subdivision No. 3	04327021	Subject to Appraisal
Lot 1, Block 3, Gusty Subdivision No.4	04327030	Subject to Appraisal
Lot 2, Block 3, Gusty Subdivision No. 4	04327031	Subject to Appraisal
Lot 3, Block 3, Gusty Subdivision No. 4	04327032	Subject to Appraisal
Tract C-1, Gusty Subdivision No. 7	04327034	Subject to Appraisal
Tract B, Gusty Subdivision No. 6 Amended	04327035	Subject to Appraisal
Portion of T 5N R 11W Sec 5 & 6 Seward Meridian Kn Ptns of Sec 5 & 6 Lying NE of Kenai Spur Hwy & E of Birch Dr & NW of Main St Excl USS 4969 & Gusty Sub K1700 & Gusty Sub Addn #1 Amd 84- 183 & Gusty Sub #3 84-237 & Gusty Sub #4 86-76 & Gusty Sub #5 87-15 & Gusty Sub #7 89-5 & Kenai Cemetery Expansion Sub	04327036	Subject to Appraisal
Lot 1, FBO Subdivision No. 7	04336037	Subject to Appraisal

Animal Control Fees

3.05.100 (a)	Kennel Facility - Non-refundable application fee	\$26.00
	Kennel Facility - Approved application fee	\$76.00
	Livestock - Non-refundable application fee	\$26.00
3.05.100 (a)(5)	Insertion of Microchip	\$15.30
3.05.100 (b)	Dog License - Sterilized Dog	\$10.20
	Dog License - Non-sterilized Dog	\$30.60
	Lost License Replacement	\$2.04
3.05.100 (c) (1)	First Impoundment within 12 months- Dog	\$51.00
	First Impoundment within 12 months- Cat	\$15.30
3.05.100 (c) (2)	Second Impoundment within 12 months- Dog	\$71.40
	Second Impoundment within 12 months- Cat	\$30.60
3.05.100 (c) (3)	Subsequent Impoundment within 12 months- Dog	\$102.00
	Subsequent Impoundment within 12 months- Cat	\$40.80
3.05.100 (c) (4)	[FACILITY USE FEE - 15LBS OR LESS - PER DAY	\$20.40]
	Facility Use Fee [- MORE THAN 15LBS -]Per Day	\$35.70
3.05.100 (c) (5)	Dangerous Animal Impoundment	\$102.00
3.25.060 (c)	Veterinary Services - Includes spaying, neutering, vaccinations, and other veterinary services. actual cost Veterinary services transfer fee - per mile (Actual mileage excluding the first four miles of travel)	\$2.04
	City of Kenai Resident	
N/A	Animal Waiver Fee [- DOG]	\$20.40
	[ANIMAL WAIVER FEE - PUPPY <3 MONTHS	\$15.30]
	ANIMAL WAIVER FEE - KITTEN < 3 MONTHS	\$10.20
	ANIMAL WAIVER FEE - CAT	\$20.40
	ANIMAL WAIVER FEE - BIRD/RODENT	\$10.20
	ANIMAL WAIVER FEE - LITTER (3 OR MORE) - KITTENS	\$35.70
	ANIMAL WAIVER FEE - LITTER (3 OR MORE) - PUPPIES	\$35.70]
Note: Pursuant to the contract for the City to provide animal shelter services to the City of Soldotna, Soldotna City residents shall pay City of Kenai resident fees for animal waivers.		
	Non-City Resident	
N/A	Animal Waiver Fee [- DOG]	\$40.80
	[ANIMAL WAIVER FEE - PUPPY <3 MONTHS	\$30.60]
	ANIMAL WAIVER FEE - KITTEN < 3 MONTHS	\$20.40
	ANIMAL WAIVER FEE - CAT	\$40.80
	ANIMAL WAIVER FEE - BIRD/RODENT	\$20.40
	ANIMAL WAIVER FEE - LITTER (3 OR MORE) - KITTENS	\$71.40
	ANIMAL WAIVER FEE - LITTER (3 OR MORE) - PUPPIES	\$71.40]
N/A	Adoption Fee	\$20.40
N/A	Rabies Vaccination Clinic (per animal vaccinated)	\$10.20

Note: All Animal Control Fees are subject to a 2% discount for payment by means other than credit card.

City Clerk Fees

Cemetery Fees (All Cemetery Fees are Exempt from Sales Tax)

APX - 1 Title 24 -	Cemetery Regulations	
24.15.020	Standard Plot	\$1,000.00
	Veteran Plot	\$750.00
	Infant Plot	\$150.00
	Cremains	\$300.00
	Columbarium Niche	\$1,000.00
	Veterans Columbarium Niche (up to two standard urns)	\$750.00
	Columbarium Niche - opening and/ closing fee for reasons other than inurnment	\$100.00
	Marker/Headstone Deposit	\$400.00
	(applies to Cemetery Plots and Columbarium Niches)	
	Cemetery Gazebo Marker Fees	Actual Cost

Memorial Park Fees (All Memorial Park Fees are Exempt from Sales Tax)

	Tree (includes transportation/planting, soil, edging, weed block, and a one-year guarantee on planting.)	\$265.00
	Shrub (includes transportation/planting, soil, edging, weed block, and a one-year guarantee on planting.)	\$165.00
	Markers:	Actual Cost
	Memorial Park Rock (Actual cost for ground preparation, transportation placement, etc. and plaque borne by requestor.)	Actual Cost
	Logo or emblem	Additional Fee

Mobile Food Vendor License

5.25.050	Annual Mobile Food Vendor License	\$50.00
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Oil & Gas Well

5.35.050	Oil & Gas Well Application Fee	\$500.00
	Oil & Gas Well Processing Fee	\$100.00

Public Records Requests

10.40.090(a)	First 10 copies are free, more than 10 copies per copy	\$0.25
10.40.090(d)	Electronic Services	Actual
10.40.090(b)	Certified Copy Fee	\$10.00
10.40.090(c)	Production fee will be calculated for work over 5 hours	Actual

Recount of Votes - Application

6.45.010	Recount of Votes Application Fee	\$100.00
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Transient Merchant and Peddler License

5.30.040	Annual Transient Merchant and Peddler License	\$25.00
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Vehicle for Hire

20.05.050 (a)	Annual Vehicle for Hire Permit - Permit and First Vehicle	\$250.00
20.05.050 (a)	Annual Vehicle for Hire Permit - Additional Vehicle	\$100.00
	(Additional Vehicle may be added at any time during the year.)	

Fire Department Fees

BLS Non-emergency	\$550.00
BLS Emergency	\$675.00
ALS I (advanced life support)	\$800.00
ALS II	\$975.00
Mileage per mile	\$14.00

Land Management Fees

21.10.040 (a) and 21.05.025 (a)	Land Lease Application Fee	\$100.00
21.10.070 (a) and 22.05.045 (a)	Land Lease Amendment Application Fee	\$100.00
21.10.070 (a) and 22.05.045 (a)	Land Lease Extension Application Fee	\$100.00
21.10.070 (a) and 22.05.045 (a)	Land Lease Renewal Application Fee	\$100.00
22.05.045 (a)	Consent to Sublease Application Fee	\$50.00
22.05.045 (a)	Land Lease Assignment Application Fee	\$100.00
22.05.100 (a)	Competitive Land Purchase Application Fee	\$100.00
22.05.100 (a)	Non-Competitive Land Lease or Purchase Fee	\$100.00
	Special Use Permit Application Fee	\$100.00

Library Fees

APX - Library Regulations and Policies

1. Default fees for lost, stolen or damaged materials when no retail value is available.
 - a. Adult book (hardcover) \$33.00
 - b. Adult large print \$40.00
 - c. Adult audiobook \$50.00
 - d. Youth board book \$10.00
 - e. Youth book (hardcover) or picture book \$25.00
 - f. Youth audiobook \$25.00
 - g. Adult/youth trade paperbacks \$15.00
 - h. Adult/youth mass market paperbacks \$10.00
 - i. Magazines \$5.00
 - j. Video/DVD/music CD \$30.00
 - k. DVD set \$50.00
 - l. Interlibrary loan item (fee or actual cost charged by lender) \$30.00
 - m. Juvenile kits/Adult kits/Playaway launchpads \$150.00
 - n. Microfilm reel or microfiche \$35.00
 - o. Chromebook kit \$370.00
 - p. Laptop \$800.00
2. **Proctoring per test** \$25.00
3. **Replacement Costs** Costs
 - a. processing fee for all lost/damaged items \$5.00
 - b. [ITEM BARCODE] processing labels (e.g., spoke labels, barcodes, etc.) \$1.00
 - c. RFID Tag \$1.00
 - d. replacement library card \$1.00
 - e. [MYLAR] book covers \$1.00
 - f. music DC or single disc DVD case \$2.00
 - g. multidisc DVD or audiobook case \$5.00
 - h. power cord Chromebook/Laptop \$20.00
 - i. power cord Launchpads, Tonies, etc. 10.00
4. Damages
 - a. defaced or torn pages per page \$2.00
5. Photocopying and Printing
 - a. Black & white prints or copies (per single-sided page) \$0.25
 - b. Color - photocopies only (per single-sided page) \$0.50

Parks and Recreation Fees

Multipurpose Facility

hourly <u>winter</u> rate (reservation)	\$165.00
<u>hourly summer rate - Only available when the ice is out</u> <u>(concrete floors, limited availability)</u>	<u>\$25.00</u>

Kenai Recreation Center

Weights/Cardio/Sauna - includes weight/cardio room, shower, sauna and gym. (When using the weight room, must be [16] [17] or older unless accompanied by guardian)

Day Pass: Adults*	\$5.00
Day Pass: College Students, Veterans & Seniors (55 and older)*	\$2.50
High School Students and younger	FREE
10 visit punch card: Adults*	\$40.00
10 visit punch card: College Students, Veterans & Seniors (55 and older)*	\$20.00
Monthly Pass: Adults*	\$50.00
Monthly Pass: College Student, Veterans & Senior (55 and older)*	\$25.00
City League Basketball (per team)	\$325.00
City League Player Participation Fee*	\$50.00
Annual Locker Rental	\$120.00

Racquetball & Wallyball Court Rentals - per hour and includes showers for participants.

Adult Racquetball or Wallyball*	\$15.00
Racquetball or Wallyball Punch Card (10 hours all ages)*	\$120.00

Facility Rental - per hour

Gym*	\$50.00
1/2 Gym*	\$25.00

Parks/Gazebos/Gardens

Picnic Shelter	
8:00 am - 3:00 pm	\$20.00
4:00 pm - 11:00 pm	\$20.00
Gazebo	
8:00 am - 3:00 pm	\$25.00
4:00 pm - 11:00 pm	\$25.00
Community Garden Plot (each)	\$20.00
Adopt-A-Bench (Maintenance included.) Bench, freight, and installation at actual cost.	Actual Cost

Personal Use Fishery

Personal Use Fishery Day Use Parking	
5 am to Midnight (vehicle or up to two atv's)*	\$22.05
Personal Use Fishery Overnight Parking	
Before noon of the first day to noon of the second day (vehicle or up to two atv's and one tent)*	\$60.64
After noon of the first day to noon of the second day (vehicle or up to two atv's and one tent)*	\$49.61
Personal Use Fishery Camping (one tent)*	\$27.56
Personal Use Fishery Vehicle Drop Off (vehicle or up to two atv's per day)*	\$11.03

*All Parks and Rec fees with asterisk include 3 percent City tax and 3 percent borough tax

Planning and Zoning Fees

Kenai Zoning Code

14.20.150(b)(6)	Conditional Use Permit Fee	\$250.00
14.20.151	Surface Extraction Conditional Use Permit Application Fee	\$425.00
14.20.180(b)(1)(C)	Variance Permit Non-refundable Deposit/Advertising Fee	\$250.00
14.20.185(c)	Encroachment Application Fee	\$250.00
14.20.240	Mobile Home Building Permit	\$100.00
14.20.270(b)(4)	Zoning Amendment Request Non-refundable Deposit/Advertising Fee	\$250.00
14.20.290(b)(6)	Board of Adjustment Appeal filing and records preparation Fee	\$100.00

Planning and Zoning Fees

Sign Permits

home occupation	\$5.00
electrical signs	\$25.00
all others	\$15.00

Maps

11 x 17	FREE
17 x 22 or 22 x 34	\$15.00
34 x 44 or 28 x 40	\$25.00

Copies

per page	\$0.25
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Police Department Fees

Abandoned Property (Other than Motor Vehicles)

15.05.030 (b) and 15.05.070	Impoundment and Storage - Contractor	Actual Cost
15.05.030 (b) and 15.05.070	Impoundment - City Employee	\$5.00
15.05.030 (b) and 15.05.070	Storage by City - per day	\$1.00
15.05.070	Towing Charge - Car	\$10.00
15.05.070	Towing Charge - Truck	\$13.00
15.05.070	Storage Fee - Vehicle (per day)	\$1.00
15.05.070	Abandoned Property Certificate	\$3.00
15.05.070	Clerk's Endorsement on Certificates	\$5.00

Police Fees

Report Copies (per page)	\$0.50
CD/DVD with Digital Media (per) \$	25.00
Duplication of other media	Actual Cost
Reproduction Cost (for time spent in excess of 5 hours)	Actual Cost

Public Works and Capital Projects Fees

Building Permit Fees

Commercial Structures

4.05.030	Valuation \$1.00 - \$500.00	\$23.50
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KMC Section**Fee Description****Fee Amount**

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Valuation \$501.00 - \$2,000.00 - Base	\$23.1
Valuation \$501.00 - \$2,000.00 - Each additional \$100.00, or fraction thereof, over \$500.00 including \$2,000.00	\$3.05
Valuation \$2,001.00 - \$25,000.00 - Base	\$69.25
Valuation \$2,001.00 - \$25,000.00 - Each additional \$1,000.00, or fraction thereof, over \$2,000.00 including \$25,000.00	\$14.00
Valuation \$25,001.00 - \$50,000.00 - Base	\$391.25
Valuation \$25,001.00 - \$50,000.00 - Each additional \$1,000.00, or fraction thereof, over \$25,000.00 including \$50,000.00	\$10.10
Valuation \$50,001.00 - \$100,000.00 - Base	\$643.75
Valuation \$50,001.00 - \$100,000.00 - Each additional \$1,000.00, or fraction thereof, over \$50,000.00 including \$100,000.00	\$7.00
Valuation \$100,001.00 - \$500,000.00 - Base	\$993.75
Valuation \$100,001.00 - \$500,000.00 - Each additional \$1,000.00, or fraction thereof, over \$100,000.00 including \$500,000.00	\$5.60
Valuation \$500,001.00 - \$1,000,000.00 - Base	\$3,233.75
Valuation \$500,001.00 - \$1,000,000.00 - Each additional \$1,000.00, or fraction thereof, over \$500,000.00 including \$1,000,000.00	\$4.75
Valuation \$1,000,001.00 and up - Base	\$5,608.75
Valuation \$1,000,001.00 - and up - Each additional \$1,000.00, or fraction thereof, over \$1,000,000.00	\$3.65

Plan review fees shall be 65% of the Building Permit Fee Calculation

Inspection outside of normal business hours - per hour (two-hour minimum charge)	\$47.00
Inspection for which no fee is specifically indicated - per hour (two-hour minimum charge)	\$47.00
Additional plan review required by changes, additions or revisions to plans - per hour (one-hour minimum charge)	\$47.00
Outside consultants for plan checking and inspections, or both	Actual Cost

Residential Structures

4.05.030	Valuation \$1.00 - \$500.00	\$17.63
	Valuation \$501.00 - \$2,000.00 - Base	\$17.63
	Valuation \$501.00 - \$2,000.00 - Each additional \$100.00, or fraction thereof, over \$500.00 including \$2,000.00	\$2.29
	Valuation \$2,001.00 - \$25,000.00 - Base	\$51.94
	Valuation \$2,001.00 - \$25,000.00 - Each additional \$1,000.00, or fraction thereof, over \$2,000.00 including \$25,000.00	\$10.50
	Valuation \$25,001.00 - \$50,000.00 - Base	\$293.44
	Valuation \$25,001.00 - \$50,000.00 - Each additional \$1,000.00, or fraction thereof, over \$25,000.00 including \$50,000.00	\$7.58
	Valuation \$50,001.00 - \$100,000.00 - Base	\$482.81
	Valuation \$50,001.00 - \$100,000.00 - Each additional \$1,000.00, or fraction thereof, over \$50,000.00 including \$100,000.00	\$5.25
	Valuation \$100,001.00 - \$500,000.00 - Base	\$745.31

Residential Structures - Continued

Valuation \$100,001.00 - \$500,000.00 - Each additional \$1,000.00, or fraction thereof, over \$100,000.00 including \$500,000.00	\$4.20
Valuation \$500,001.00 - \$1,000,000.00 - Base	\$2,425.31

<u>KMC Section</u>	<u>Fee Description</u>	<u>Fee Amount</u>
	Valuation \$500,001.00 - \$1,000,000.00 - Each additional \$1,000.00, or fraction thereof, over \$500,000.00 including \$1,000,000.00	\$3.56
	Valuation \$1,000,001.00 and up - Base	\$4,206.56
	Valuation \$1,000,001.00 - and up - Each additional \$1,000.00, or fraction thereof, over \$1,000,000.00	\$2.74
	Inspection outside of normal business hours - per hour (two-hour minimum charge)	\$47.00
	Inspection for which no fee is specifically indicated - per hour (two-hour minimum charge)	\$47.00
	Additional plan review required by changes, additions or revisions to plans - per hour (one-hour minimum charge)	\$47.00
	Outside consultants for plan checking and inspections, or both	Actual Cost
<u>City Dock Fees</u>		
	Boat Launch Ramp - Includes Parking with Trailer	
	Excluding days of the personal use dip net fishery	
	Non-Commercial Users	NO FEES
	Commercial Users	
	First 10 minutes on ramps or floats	\$25.00
	Each minute over 10 on ramps or floats	\$ 1/minute
	Seasonal Boat Launch Pass per Commercial Vessel	\$150.00
	Personal Use Fishery Days - All Users	
	First 10 minutes on ramps or floats	\$38.59
	Each minute over 10 on ramps or floats	\$ 1/minute
	Parking Only	
	Excluding days of the personal use dip net fishery	
	Non-Commercial Users	NO FEES
	Commercial Users	
	Per day (Vehicle with trailer must pay launch fee)	\$15.00
	Personal Use Fishery Days - All Users	
	Per day (Vehicle with trailer must pay launch fee)	\$22.05
	Vehicle Drop Offs	
	Personal Use Fishery Days - All Users (vehicle per day)	\$11.03
	Forklift and/or crane with operator, mobilization & travel time to be charged (2-hour minimum) - per hour	\$100.00
<u>Excavations in City Streets by Contractors or Utility Companies</u>		
18.20.050	Excavation License Fee - per year	\$25.00
<u>Project Permits</u>		
18.25.030	Inspection Fee	\$10.00
<u>Public Works & Capital Project Fees</u>		
	Bid Documents and Project Plans	Actual Cost
<u>Streets and Drainage</u>		
18.10.020	Street Building Permit	\$10.00
<u>Tidelands</u>		
11.15.150	Tideland filing fee	\$10.00
11.20.050	Tideland lease filing fee	\$100.00

Tidelands, Leasing of

11.20.790	Tideland lease for shore fisheries - per year	\$300.00
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Water Fees**APX - Public Utility Regulations and Rates**

	Water & Sewer service deposit - refundable after two years of timely payments	\$100.00
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1. Schedule A - General Domestic Service Rates (non-metered)

	one or two family residence, per family unit	\$42.48
	single or double unit apartment, per family unit	\$42.48
	apartment, 3 or more units on a single parcel, per family unit	
	single bill assumed by owner	\$31.98
	separate bill	\$42.48
	trailers, one or two on single lot, each	\$42.48
	trailer, 3 or more on single lot	
	single billing	\$31.98
	separate billing	\$42.48
	boarding houses, per available room	\$11.30

2. Schedule B - Commercial service (non-metered)

	Truck Fill Station Permit	\$200.00
	demand	
	1.00 inch service	\$43.08
	1.25 inch service	\$65.61
	1.50 inch service	\$108.67
	2.00 inch service	\$164.02
	3.00 inch service	\$246.05
	larger than 3.00 inch service	\$369.04
	use charge	
	bakery	\$125.06
	bath house, tub or shower, each	\$28.75
	bottling works, per bottling machine	\$988.23
	bowling alleys, amusement parks, doctor	\$118.89
	car lot, with car wash facilities	\$59.47
	car wash, automatic, per facility	\$533.04
	car wash, self-service, per stall	\$79.94
	churches, lodges, clubs, banquet rooms, per seat	\$0.46
	cleaners and commercial laundries, per facility	\$342.40
	dairies, installation of water meter required	
	day care center/preschool, per child, maximum capacity	\$1.71
	doctor and dentist offices, per room or chair	\$25.62
	garage, service stations	\$51.26
	recreational vehicle dump facility (May - September)	\$59.47
	hangar, airplane repair	\$51.26
	with washing facilities	\$59.45
	hospital, per bed	\$33.85
	hotel, motel, resort, per room	\$26.64
	laundry, self-service, per machine	\$48.22

<u>KMC Section</u>	<u>Fee Description</u>	<u>Fee Amount</u>	Page 71
	markets, meat	\$65.61	
	office building single bill assumed by owner, per business	\$57.38	
	office building, tenants are billed, per business	\$65.61	
	restaurants, cafes, taverns, bars, per seat	\$3.69	
	public office building, per restroom	\$14.78	
	recreation facility, per restroom, sauna, shower	\$28.75	
	rv/camper park, per space	\$28.75	
	schools, per seating capacity	\$1.71	
	shopping center	\$29.76	
	shops, beauty, per station or chair	\$29.76	
	shops, misc. (includes barber), per shop	\$29.76	
	sleeping room, per room	\$11.30	
	studio, photo or photo lab	\$140.45	
	supermarket	\$337.28	
	theater, indoor, per seat	\$0.20	
	theater, outdoor, per seat	\$0.20	
	taverns, lounges, bars (without kitchens), per seat	\$3.52	
	xray or lab office	\$84.07	
3. Schedule C - Industrial Service (non-metered)			
	concrete mixing plant	\$541.24	
	concrete products	\$270.65	
	confectioner	\$180.40	
	greenhouse, commercial	\$180.40	
	ice cream plant	\$270.65	
	cold storage plant or locker	\$127.13	
	hydrant use (per day)	\$110.06	
4. Schedule D - Fire Protection			
5. Schedule E - Metered Service			
	general usage, per thousand gallons	\$4.10	
	hydrant use, per thousand gallons	\$6.17	
	minimum monthly charge, general usage	\$61.54	
6. Schedule F - Water Connection Permit Fee		\$255.13	
	Hydrant Permit deposit	\$200.00	
	Unauthorized shut-off or turn-on of water service	\$250.00	
	Service shut-off or turn-on - during normal business hours	\$50.00	
	Service shut-off or turn-on - outside normal business hours & holidays	\$150.00	
	New construction service turn-on and shut off for system testing	\$0.00	
	New construction service turn-on for occupancy	\$0.00	
	Service valve & key box installation by City	Actual Cost	
	Key box location	Actual Cost	

Note: All Water Fees are subject to a 2% discount for payment by means other than credit card.

Sewer Fees

APX - Public Utility Regulations and Rates

1. Schedule A - General Domestic Service Rates (non-metered)

one or two family residence, per family unit	\$60.74
single or double unit apartment, per family unit	\$60.74
apartment, 3 or more units on a single parcel, per family unit	
single bill assumed by owner	\$45.67
separate bill	\$60.74
trailers, one or two on single lot, each	\$60.74
trailer, 3 or more on single lot	
single billing	\$45.67
separate billing	\$60.74
boarding houses, per available room	\$16.40

2. Schedule B - Commercial service (non-metered)

demand	
1.00 inch service	\$61.31
1.25 inch service	\$90.91
1.50 inch service	\$154.36
2.00 inch service	\$230.45
3.00 inch service	\$348.88
larger than 3.00 inch service	\$524.37
use charge	
bakery	\$177.58
bath house, tub or shower, each	\$40.15
bottling works, per bottling machine	\$1,408.15
bowling alleys, amusement parks, doctor	\$170.22
car lot, with car wash facilities	\$84.57
car wash, automatic, per facility	\$756.93
car wash, self-service, per stall	\$113.10
churches, lodges, clubs, banquet rooms, per seat	\$0.63
cleaners and commercial laundries, per facility	\$486.30
dairies, installation of water meter required	
day care center/preschool, per child, maximum capacity	\$2.44
doctor and dentist offices, per room or chair	\$36.49
garage, service stations	\$74.02
recreational vehicle dump facility (May - September)	\$84.57
hangar, airplane repair	\$73.47
with washing facilities	\$84.57
hospital, per bed	\$48.64
hotel, motel, resort, per room	\$37.52
laundry, self service, per machine	\$68.20
markets, meat	\$93.04
office building single bill assumed by owner, per business	\$80.36
office building, tenants are billed, per business	\$93.04
restaurants, cafes, taverns, bars, per seat	\$5.40
public office building, per restroom	\$21.14
recreation facility, per restroom, sauna, shower	\$40.70
rv/camper park, per space	\$40.70
schools, per seating capacity	\$2.44

<u>KMC Section</u>	<u>Fee Description</u>	<u>Fee Amount</u>	Page 73
	shopping center	\$42.29	
	shops, beauty, per station or chair	\$42.29	
	shops, misc. (includes barber), per shop	\$42.29	
	sleeping room, per room	\$16.40	
	studio, photo or photo lab	\$200.87	
	supermarket	\$479.95	
	theater, indoor, per seat	\$0.29	
	theater, outdoor, per seat	\$0.29	
	taverns, lounges, bars (without kitchens), per seat	\$5.06	
	xray or lab office	\$119.46	
3. Schedule C - Industrial Service (non-metered)			
	concrete mixing plant	\$771.75	
	concrete products	\$384.82	
	confectioner	\$255.82	
	greenhouse, commercial	\$255.82	
	ice cream plant	\$384.82	
	cold storage plant or locker	\$179.72	
4. Schedule D - Fire Protection None			
5. Schedule E - Metered Service			
	general usage, per thousand gallons	\$6.02	
	hydrant use, per thousand gallons		
	minimum monthly charge, general usage	\$90.33	
6. Schedule F - Permit Fee		\$243.11	

Note: All Sewer Fees are subject to a 2% discount for payment by means other than credit card.

Senior CenterSenior Center Meals

12 years and younger	\$8.00
Adult non-senior (13 years and older but less than 60 years)	\$16.00
60 years and older - Suggested Donation	\$8.00

Senior Center Transportation

Transportation within Kenai City Limits - To Senior Center - Suggested Donation	\$6.00
Transportation within Kenai City Limits	\$6.00
Transportation outside Kenai City Limits	\$15.00

Senior Center Rental

Main Dining Room and Kitchen Rental	
One Day Rental	\$800.00
Friday (1/2 day) and Saturday	\$1,200.00
Saturday and Sunday	\$1,500.00
Friday (1/2 day), Saturday and Sunday	\$2,100.00
Dishes (per place setting)	\$1.50
Security Deposit	\$1,000.00

Vintage Pointe Rents

[FOR UNITS WITH RENTAL AGREEMENTS GRANDFATHERED PER THE CITY'S POLICY BEFORE JUNE 30, 2023:

1-A APARTMENT=586 SQ. FT. OCEAN SIDE (8)	\$1,067.46
1-A APARTMENT=586 SQ. FT. STREET SIDE (5)	\$1,020.98
1-B APARTMENT=637 SQ. FT. OCEAN SIDE (6)	\$1,087.24
1-B APARTMENT=637 SQ. FT. STREET SIDE (4)	\$1,039.77
1-C APARTMENT=682 SQ. FT. OCEAN SIDE (4)	\$1,104.06
1-C APARTMENT=682 SQ. FT. STREET SIDE (4)	\$1,056.58
2-A APARTMENT=826 SQ. FT. OCEAN SIDE (3)	\$1,225.20
2-A APARTMENT=826 SQ. FT. STREET SIDE (1)	\$1,174.27
2-B APARTMENT=876 SQ. FT. OCEAN SIDE (2)	\$1,235.17
2-B APARTMENT=876 SQ. FT. STREET SIDE (2)	\$1,177.39
2-C APARTMENT=789 SQ. FT. OCEAN SIDE (1)	\$1,215.81
MONTHLY AUTOMATIC ACH PAYMENT FEE	

NOTE: ALL VINTAGE POINTE RENTS ARE SUBJECT TO A 2% DISCOUNT FOR PAYMENT BY MEANS OTHER THAN CREDIT CARD.]

For units with market rate rental agreements:

1-A apartment=586 sq. ft. Ocean Side (8)	\$(1,090.83) 1,073.00
1-A apartment=586 sq. ft. Street Side (5)	\$(1,037.32) 1,030.00
1-B apartment=637 sq. ft. Ocean Side (6)	\$(1,113.60) 1,100.00
1-B apartment=637 sq. ft. Street Side (4)	\$(1,058.94) 1,056.00
1-C apartment=682 sq. ft. Ocean Side (4)	\$(1,132.96) 1,107.00
1-C apartment=682 sq. ft. Street Side (4)	\$(1,078.30) 1,062.00
2-A apartment=826 sq. ft. Ocean Side (3)	\$(1,276.43) 1,227.00
2-A apartment=826 sq. ft. Street Side (1)	\$(1,213.80) 1,175.00
2-B apartment=876 sq. ft. Ocean Side (2)	\$(1,294.66) 1,236.00

KMC Section**Fee Description****Fee Amount**

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2-B apartment=876 sq. ft. Street Side (2)

\$[1,232.03] 1,178.00

2-C apartment=789 sq. ft. Ocean Side (1)

\$[1,261.63] 1,217.00

Monthly Automatic ACH Payment Fee

Note: All Vintage Pointe Rents are subject to a 2% discount for payment by means other than credit card.**Fees**

Facility entrance access device - replacement (each)

\$10.00

Facility entrance access device - resident requested additional

\$10.00

Security Deposit

\$800.00

Apartment Internal Move Fee

\$500.00

**KENAI CITY COUNCIL – REGULAR MEETING
MAY 21, 2025 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
VICE MAYOR HENRY KNACKSTEDT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held on May 21, 2025, in City Hall Council Chambers, Kenai, AK. Vice Mayor Knackstedt called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Vice Mayor Knackstedt led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Henry Knackstedt, Vice Mayor
Phil Daniel
Alex Douthit
Sovala Kisenia

Brian Gabriel, Mayor (*electronic participation*)
Deborah Sounart
Victoria Askin (*electronic participation*)

A quorum was present.

Also in attendance were:

**Xiling Tanner, Student Representative
Terry Eubank, City Manager
Scott Bloom, City Attorney
David Swarner, Finance Director
Kevin Buettner, Planning Director
Tyler Best, Parks and Recreation Director
Meghan Thibodeau, Deputy City Clerk

3. Agenda and Consent Agenda Approval

Vice Mayor Knackstedt noted the following additions to the Packet:

Add Item H.8.

Discussion – Scheduling a Board of Adjustment Appeal Hearing.

- Memo

MOTION:

Council Member Sounart **MOVED** to approve the agenda and consent agenda with the requested revisions. Council Member Douthit **SECONDED** the motion.

The items on the Consent Agenda were read into the record.

Vice Mayor Knackstedt opened the floor for public comment on consent agenda items; there being no one wishing to be heard, the public comment period was closed.

UNANIMOUS CONSENT was requested.

VOTE: There being no objection; **SO ORDERED.**

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a council member so requests, in which case the item will be removed from the consent agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. SCHEDULED ADMINISTRATIVE REPORTS - None.

C. SCHEDULED PUBLIC COMMENTS

1. Alaska Christian College Update, Dr. Keith Hamilton, President of Alaska Christian College.

Dr. Hamilton provided an annual update on the Alaska Christin College, highlighting its upcoming 25th anniversary and continued growth; he presented a video overviewing the campus history; noted the expanding campus, reported the college offers four degree programs; summarized the college's mission; and invited the public to join in 25th anniversary celebration.

2. Kenai Peninsula Children's Advocacy Centers, Request for Funding, Executive Director & Children's Advocacy Center Director Lindsey Collins, Kenai Child Advocacy Center Manager Morgan Lyons, and Ryan Grimm.

Ms. Lyons provided an overview of the organization's role in coordinating a multi-agency response to child abuse cases; noted the organization serves a large area including Kenai and the surrounding communities; handles 150 to 200 cases annually; and is currently facing funding challenges due to expiring federal grants and limited state support. She reported that the organization is mandated by State Statute and requested the City of Kenai consider provide funding support to help sustain operations.

D. UNSCHEDULED PUBLIC COMMENTS

Samantha Springer, Executive Director of the Kenai Chamber of Commerce & Visitor Center reported upcoming events: June 14 Lemonade Day; Fourth of July parade; Industry Appreciation Day; and planning for Peggy Arness's 100th birthday celebration.

E. PUBLIC HEARINGS

1. **Ordinance No. 3470-2025** - Amending the Official Zoning Map and Land Use Table by Rezoning Twenty-Eight Properties Located Near the Intersection of the Kenai Spur Highway and Wildwood Drive from Suburban Residential (RS) to General Commercial (CG) Zoning District. (Administration)

[Clerk's Note: Council Member Douthit declared a possible conflict with Ordinance No. 3470-2025 and Resolution No. 2025-32, as he owns some of the affected properties. Vice Mayor Knackstedt ruled a conflict did exist and Council Member Douthit abstained from discussion and voting on the ordinance and resolution.]

MOTION:

Council Member Sounart **MOVED** to enact Ordinance No. 3470-2025. Council Member Daniel **SECONDED** the motion.

Vice Mayor Knackstedt opened the floor for public comment.

Alex Douthit addressed the Council stating the rezone would eliminate zoning inconsistencies in the area; align zoning with existing commercial use, mirroring zoning across the highway; and noted several letters of support were received, with no letter of opposition submitted.

It was noted that one parcel was not included as the owner was not a party of the application, staff confirmed the exclusion did not constitute spot zoning.

VOTE:

YEA: Knackstedt, Askin, Kisena, Gabriel, Daniel, Sounart

NAY: None

ABSTENTION: Douthit

**Student Representative Tanner: Yea

MOTION PASSED.

2. **Resolution No. 2025-32** - Declaring a Right-Of-Way for a 60' by 156' Portion of the Unnamed Road Along Wildwood Drive as Dedicated on Lots 11& 12, Block 8, Black Gold Estates 2025 Replat (Plat K1399), Not Needed for a Public Purpose and Consenting to Its Vacation. (Administration)

[Clerk's Note: Council Member Douthit abstained from discussion and voting on the resolution.]

MOTION:

Council Member Sounart **MOVED** to adopt Resolution No. 2025-32. Council Member Daniel **SECONDED** the motion.

Vice Mayor Knackstedt opened the floor for public comment. There being no one wishing to be heard, the public comment period was closed.

It was reported that although the right-of-way was not currently needed for a public purpose, no staff recommendation was made due to the ongoing unresolved ownership matter between the Kenai Native Association (KNA) and the State of Alaska (SOA).

Council discussion in opposition to the Resolution included concerns regarding the timing of the vacation and how it may affect the ongoing discussion with the state to secure funding for improvements to Wildwood Drive, which serves a State facility; the ongoing dispute between KNA and SOA regarding ownership of Wildwood Drive; and until the ownership issue is resolved, the City cannot guarantee that the right-of-way will not be needed for public purpose.

Council comments in support of the Resolution included similar properties at the front end had already been vacated; cautioned against setting a precedent of partial approvals, which may discourage investments; creating contiguous lots could benefit land owners; and supporting the vacation promoted development.

Clarification was provided that KNA was allotted a specific amount of land from the SOA, they currently claim that they did not receive the full allotment because a specific number of those acres are what encompasses Wildwood Drive; KNA wants to be compensated for the land not received; KNA does not have issue with the City continuing to maintain what it historically has maintained; KNA's argument is that they should be compensated for their land.

VOTE:

YEA: Daniel

NAY: Askin, Kisen, Gabriel, Sounart, Knackstedt

ABSTENTION: Douthit

**Student Representative Tanner: Nay

MOTION FAILED.

3. **Resolution No. 2025-33** - Authorizing Award of the City-Owned Lands Appraisal Contract. (Administration)

MOTION:

Council Member Sounart **MOVED** to adopt Resolution No. 2025-33. Council Member Daniel **SECONDED** the motion.

Vice Mayor Knackstedt opened the floor for public comment. There being no one wishing to be heard, the public comment period was closed.

It was reported that there were a number of city-owned lands leased, that are required to have appraisals done on years ending in zero or five; this will allow appraisal of those properties.

UNANIMOUS CONSENT was requested.

VOTE: There being no objection; **SO ORDERED.**

4. **Resolution No. 2025-34** - Authorizing the City Manager to Enter into an Agreement for Janitorial Services at the Kenai Municipal Airport Terminal. (Administration)

MOTION:

Council Member Sounart **MOVED** to adopt Resolution No. 2025-34. Council Member Daniel **SECONDED** the motion.

Vice Mayor Knackstedt opened the floor for public comment. There being no one wishing to be heard, the public comment period was closed.

UNANIMOUS CONSENT was requested.

VOTE: There being no objection; **SO ORDERED.**

F. MINUTES

1. *Regular Meeting of May 7, 2025. (City Clerk)

G. UNFINISHED BUSINESS

1. **Ordinance No. 3469-2025** - Amending KMC 1.85.060-Conflicts of Interest Prohibited, to Allow Municipal Officers and City Employees to Participate in Certain Sales Open to the Public Through a Public Process and Narrowing the Existing Prohibition on Purchases to Personal Property Items. (Douthit) *[On 05/07/25 this item was postponed to 05/21/25]*
 - **Ordinance No. 3469-2025 Substitute** - Amending KMC 1.85.060-Conflicts of Interest Prohibited, to Allow City Employees to Participate in Certain Sales Open to the Public Through a Public Process and Narrowing the Existing Prohibition on Purchases to Personal Property Items. (Douthit)

[Clerk's Note: The motion to enact Ordinance 3469-2025 was on the floor from the May 7, 2025 City Council Meeting.]

MOTION TO AMEND BY SUBSTITUTE:

Council Member Douthit **MOVED** to amend Ordinance No. 3469-2025 by Ordinance No. 3469-2025 Substitute. Council Member Daniel **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend by substitute.

VOTE: There being no objection; **SO ORDERED.**

It was reported that the Substitute would allow City employees to participate in City land sales; Officers of the City would still be prohibited from participating.

MOTION TO AMEND:

Council Member Douthit **MOVED** to amend Ordinance No. 3469-2025 Substitute, Section 1, paragraph 1.85.060(i) by inserting a new final sentence as follows:

- (i) A municipal officer or employee of the City of Kenai is prohibited from bidding upon or otherwise obtaining any personal property items which are unneeded or surplus by the City. Municipal employees may bid or propose on real property sales, or other interests in real property, when offered to the general public. A municipal employee cannot acquire a real property interest through a negotiated sale or lease not available or advertised to the general public and may not acquire property in which they were in a position to obtain information not available to the general public with regard to the property itself or process of sale. Municipal Officers may not submit bids, proposals, or otherwise purchase real property from the City.

Council Mayor Gabriel **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: There being no objection; **SO ORDERED.**

Clarification was provided that municipal officers were defined in Kenai Municipal Code; Planning Department employees were not municipal officers; the Planner would be unable to participate as they are the employee responsible for the sale process; and any other employee who had information not available to the general public would also be prohibited.

Vice Mayor Knackstedt opened the floor for public comment.

Jeff Twait addressed the Council in opposition to the Substitute Ordinance, noting that this feels like he is being penalized as a Planning and Zoning Commissioner for his service.

There being no one wishing to be heard, the public comment period was closed.

VOTE ON MAIN MOTION AS AMENDED:

YEA: Gabriel, Daniel, Sounart, Knackstedt, Askin, Douthit, Kisen

NAY: None

**Student Representative Tanner: Yea

MAIN MOTION AS AMENDED PASSED.

H. NEW BUSINESS

1. *Action/Approval - Bills to be Ratified. (Administration)

Approved by the consent agenda.

2. *Ordinance No. 3471-2025 - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026 and Committing \$2,850,457 of General Fund, Fund Balance for Future Capital Improvements. (Administrations)

Introduced by the consent agenda and Public Hearing set for June 4, 2025.

3. *Ordinance No. 3472-2025 - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures. (Administration)

Introduced by the consent agenda and Public Hearing set for June 4, 2025.

4. *Ordinance No. 3473-2025 - Accepting and Appropriating a Grant Received Through the American Society for the Prevention of Cruelty to Animals to the Kenai Animal Shelter for Attendance at the Alaska Animal Control Association 2025 Training Conference. (Administration)

Introduced by the consent agenda and Public Hearing set for June 4, 2025.

5. *Ordinance No. 3474-2025 - Increasing Estimated Revenues and Appropriation in the Wastewater, Water & Sewer, and Municipal Roadway Improvements Capital Project Funds to Transfer Residual Balance from Completed Projects Back to their Original Funding Sources. (Administration)

Introduced by the consent agenda and Public Hearing set for June 4, 2025.

6. *Ordinance No. 3475-2025 - Increasing Estimated Revenues and Appropriations in the General Fund – Legislative Department and Increasing the Purchase Order Amount to BDO USA, P.C. for the FY2024 and FY2025 Financial Audits. (Administration)

Introduced by the consent agenda and Public Hearing set for June 4, 2025.

7. Action/Approval - Extension to Memorandum of Understanding with the Kenai Historical Society.
(Administration)

MOTION:

Council Member Daniel **MOVED** to approve the Extension to Memorandum of Understanding with the Kenai Historical Society. Council Member Sounart **SECONDED** the motion.

It was reported this would extend the existing agreement regarding the Historic Cabin in Old Town Kenai.

[Clerk's Note: Vice Mayor Knackstedt and Council Member Askin declared a conflict with the extension of the agreement as they were both members of the Historical Society Board. Vice Mayor Knackstedt passed the gavel to Council Member Sounart.]

UNANIMOUS CONSENT was requested on the motion.

VOTE: There being no objection; **SO ORDERED.**

[Clerk's Note: Council Member Sounart returned the gavel to Vice Mayor Knackstedt.]

8. Discussion – Scheduling a Board of Adjustment Appeal Hearing. (City Clerk)

The Board of Adjustment Appeal Hearing was scheduled for July 2, 2025 at 2:00 p.m.

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging Commission

No report, next meeting June 12, 2025.

2. Airport Commission

Council Member Daniel reported on the May 8, 2025 meeting.

3. Harbor Commission

No report, next meeting June 9, 2025.

4. Parks and Recreation Commission

No report, next meeting June 5, 2025.

5. Planning and Zoning Commission

Council Member Sounart reported on the May 14, 2025 meeting.

6. Beautification Commission

Council Member Daniel reported on the May 13, 2025 meeting.

J. REPORT OF THE MAYOR

Mayor Gabriel thanked Deputy Clerk Thibodeau for her service to the City and reported on the following:

- Reminded everyone of the upcoming Memorial Day Services

K. ADMINISTRATION REPORTS

1. City Manager - City Manager Eubank reported on the following:

- Recognition of Police Officer Megan Williams for being recognized by the University of Alaska, Fairbanks as the Outstanding Graduate Student for the Department of Justice.
- Fire Marshal Jeremy Hamilton received his associates degree in Fire Science.
- Updates on the Bluff Stabilization Project are being posted on the City website.
- Provided a recruitment update.

- Slash disposal site will open on May 29, 2025, hours of operation are Thursday's through Sunday's 10:00 a.m. to 6:00 p.m.
- Kenai Kite Festival is scheduled for Saturday, May 31, 2025, 3:00 p.m. in Millennium Square.
- Annual Community Plant Day is Saturday, May 31, 2025.
- Kenai Animal Shelter Annual Animal Fair is schedule for Saturday, June 14, 2025, 10:00 a.m. to 2:00 p.m. at the Kenai Green Strip.

2. City Attorney - No report.

3. City Clerk – No report.

L. ADDITIONAL PUBLIC COMMENTS

1. Citizen Comments (*Public comments limited to (5) minutes per speaker*)

2. Council Comments

Council Member Askin thanked Deputy Clerk Thibodeau for her service to the City and Council Member Daniel for filling her during the Beautification Commission meeting; and stated her appreciation for being able to attend the meeting remotely.

Council Member Douthit stated his appreciation for local teachers and school activities; thanked staff for their work on the dugout project; and thanked Council members for a productive discussion during the meeting.

Student Representative Tanner reported on the upcoming Connections Homeschool Graduation ceremony; Kenai Alternative High School last day is May 22, 2025; and provided an update on the sports schedule for Kenai Central High School.

Council Member Sounart reported attending the Boys and Girls Club opening; thanked Deputy Clerk Thibodeau for her service to the City; thanked the staff for the dugout project; and congratulated Student Representative Tanner for a well performed trumpet solo at the spring recital.

Council Member Daniel thanked Deputy Clerk Thibodeau for her service to the City; thanked staff for the dugout project; stated his appreciation for local teachers and school activities; reported volunteering for the Mountain View Elementary year-end barbecue; and noted the visible progress on the Bluff Stabilization project.

Council Member Kisenka thanked staff for the work on the dugout project; thanked staff for maintaining clean safe trails, streets and public lands; thanked Deputy Clerk Thibodeau for her service to the City; and thanked those responsible for installing protective nets at the Little League girls' softball fields.

Vice Mayor Knackstedt thanked Deputy Clerk Thibodeau for her service to the City; reported attending the May 9, 2025 Kenai Inn ribbon cutting ceremony and May 17, 2025 Boys and Girls Club ribbon cutting ceremony; and reported observations of the barge deliveries for the Bluff Stabilization project.

M. EXECUTIVE SESSION - None.

N. PENDING ITEMS - None.

O. ADJOURNMENT

P. INFORMATIONAL ITEMS - None.

There being no further business before the Council, the meeting was adjourned at 8:37 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of May 21, 2025.

Michelle M. Saner, MMC
City Clerk

*** The student representative may cast advisory votes on all matters except those subject to executive session discussion. Advisory votes will not affect the outcome of the official council vote. Advisory votes will be recorded in the minutes. A student representative may not move or second items during a council meeting.*

DRAFT

PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: JUNE 4, 2025

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	112,833.82

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect. Int.
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PURCHASE ORDERS OVER \$35,000.00 WHICH NEED COUNCIL APPROVAL
COUNCIL MEETING OF: JUNE 4, 2025

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
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INCREASE OF EXISTING PURCHASE ORDER

VENDOR	DESCRIPTION	P.O. # - DEPT.	REASON	AMOUNT	TOTAL PO AMT
HDL ENGINEERING CONSULTANTS	WATER TREATMENT PLANT PUMP HOUSE	129735 - WATER TREATMENT FACILITY	WATER OPERATION IMPROVEMENTS	53,400.00	240,604.00
NELSON ENGINEERING	PROFESSIONAL ENGINEERING SERVICES - WILDWOOD DR.	124515 - MUNICIPAL ROADWAY IMPS.	C/O #2	16,225.00	61,365.00



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Lee Frey, Public Works Director

DATE: May 28, 2025

SUBJECT: **Water Treatment Plant Pump House Project – PO Increase**

The Public Works Department recommends an increase of \$53,400 to the Water Treatment Plant Pump House Project design services contract with HDL Engineering Consultants. The existing contract is for \$187,204. Through design phases, the Public Works department has recognized a need to incorporate additional scope into the project that would help with operation of the water system during power outages, improve water pressures and improve operations at the plant. These additional improvements include connection to a 16" water main installed during the Kenai Spur Highway project, design of a new standby generator for the new pump house, installation of flow-controlled chlorine injection, installation of hydropneumatics water tanks and installation of an electronic access gate.

Thank you for your consideration and I am available for any questions.



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Lee Frey, Public Works Director

DATE: May 29, 2025

SUBJECT: Wildwood Drive Roadway Design - PO Increase

The Public Works Department recommends an increase of \$16,225 to the Wildwood Drive Roadway Design contract with Nelson Engineering PC. The existing contract is for \$45,140. The City of Kenai is working with the State of Alaska Department of Transportation (DOT) to potentially complete a pavement rehabilitation project on the roadway through the State. To continue progress on this project, we need to modify our existing plans to meet DOT specifications and funding requirements. Working with Nelson Engineering PC who completed the most recent designs on the project is in the best interests of the City.

Thank you for your consideration and I am available for any questions.



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: May 26, 2025

SUBJECT: **Action/Approval** - Special Use Permit to Empire Airlines, Inc. for use of 11,250 square feet of apron space at the Kenai Municipal Airport.

Empire Airlines, Inc. is requesting a Special Use Permit for aircraft parking on approximately 11,250 square feet of apron space. The Special Use Permit will be effective for one year from July 1, 2025 to June 30, 2026.

Empire Airlines has submitted the Special Use Permit Application and paid the fee. Empire Airlines is current in all fees owed to the City and a current Certificate of Insurance is on file.

The Airport Commission reviewed the request at the May 8, 2025 Commission meeting and recommends Council approval.

Your support for a Special Use Permit to Empire Airlines, Inc. is respectfully requested.

Attachments- Exhibit A, Application, Special Use Permit

Exhibit A

ENASUP - Empire Airlines
(11,250 SF)





City of Kenai Special Use Permit Application

Application Date: 4/8/25

Applicant Information

Name of Applicant:	Empire Airlines				
Mailing Address:		City:		State:	
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		
E-mail: (Optional)					
Name to Appear on Permit:	Empire Airlines				
Mailing Address:		City:		State:	
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		
E-mail: (Optional)					
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____				

Property Information

Legal or physical description of the property:	FedEx Lot 7 & 8		
Description of the proposed business or activity intended:	Express Cargo		
Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If you answered yes to any of the above questions, please explain:	Next to FedEx sort facility for ground delivery operations.		
What is the term requested (not to exceed one year)?	one year.		
Requested Starting Date:	July 1, 2025		
Signature:		Date:	4/8/25
Print Name:	Randell Lanfell	Title:	VP Operations
For City Use Only:	Date Application Fee Received: _____ City Council Action/Resolution: _____ Account Number: _____		
<input type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land <input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve			

SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **EMPIRE AIRLINES, INC.** (Permittee), whose address is _____, a Special Use Permit for the purpose of aircraft parking at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use approximately 11,250 square feet as described in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2025 and ending on June 30, 2026. Regardless of the date of signature, this Permit shall be effective as of July 1, 2025.
3. **Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:
 - A. **Permit:** Permittee shall pay a monthly fee of \$1312.50 (\$1.40/SF/Year) plus applicable sales tax. *Adjusted for the City of Kenai Schedule of Rates, Charges, and Fees for Fiscal Year 2026.
 - B. **Proximity Card for Gate Access:** In addition to the general permit fee, Permittee shall pay a deposit of one hundred dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.
 - C. **Other Fees:** City may assess additional fees for aviation or aviation support activities and uses not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. All permit fees are payable in advance of each month unless otherwise provided. In the event of delinquency, interest at the rate of ten percent (10%) per annum, and penalty of ten percent (10%) shall also be due (KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination)

4. Use. City authorizes Permittee's non-exclusive use of the Premises for the following purpose(s):

Aircraft Loading and Parking.

NOTE: *This permit does not guarantee the exclusive use of the area identified in Exhibit A. City reserves the right to re-assign Permittee, upon reasonable notice, to other areas as airport needs may require.*

Permittee shall have the right of ingress and egress to the Airport using only designated gate access locations (which may require a proximity card) for the use of the Premises. This Permit, and any access rights allowed hereunder, are for Permittee's use only and may not be transferred or assigned.

Use of the Premises by Permittee is subject to the reasonable administrative actions of the City of Kenai for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities and is further subject to the following conditions:

Permittee acknowledges that the use granted herein is subject to the Kenai Municipal Code and municipal regulations governing the Kenai Municipal Airport and as those laws and regulations may be amended from time to time.

Solicitation of donations or operation of a business or other commercial enterprise not contemplated by this Permit is prohibited without the written consent of City.

No person may repair an aircraft, aircraft engine, propeller, or apparatus in an area of the Airport other than that specifically designated for that purpose by the Airport Manager or designated representative. The Airport Manager or designated representative reserves the right to designate reasonable areas where aircraft owners may perform services on their own aircraft.

5. Airport Operations. Permittee shall ensure that the Permittee, its employees, and guests, and anyone else acting by, on behalf of, or under the authority of Permittee on the Airport, that perform any repairs or activities authorized under this Permit act in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Airport and any premises on the Airport. Permittee shall employ qualified personnel and maintain equipment sufficient for the purposes of this provision. The Permittee shall immediately notify City of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety

of persons using the Airport, the public health or the environment, or the safety or integrity of any premises on the Airport.

6. Inspection. The Federal Aviation Administration (FAA) and/or City shall have the right and authority to inspect, at any time for any purpose whatsoever, the Premises as well as any and all equipment used by the Permittee under this Permit.

7. Coordination with Airport Management. Permittee shall abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee germane to a commercial entity.

8. Radio Transmitting Equipment. Permittee shall discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

9. Insurance. Permittee shall secure and keep in force adequate insurance, as stated below, to protect City and Permittee. Where specific limits are stated, the limits are the minimum acceptable limits. If Permittee's insurance policy contains higher limits, City is entitled to coverage to the extent of the higher limits.

A. Commercial General Liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must include an endorsement under which the insurer extends coverage to Permittee's fuel handling activities. The policy must name the City as an additional insured.

B. Worker's compensation insurance with coverage for all employees engaged in work under this Permit or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide worker's compensation insurance for any subcontractor who directly or indirectly provides services to Permittee under this Permit.

C. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the Permittee uses on the Airport. The policy must name the City as an additional insured.

D. All insurance required must meet the following additional requirements:

- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.

- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by July 1, 2025. The effective date of the insurance shall be no later than July 1, 2025.

City may increase the amount or revise the type of required insurance on written demand without requiring amendments to this Permit. City will base any increase or revision on reasonable and justifiable grounds. Within two weeks of the written demand, Permittee shall submit to City evidence of insurance coverage that meets the requirements of the City.

10. Assumption of Risk. Permittee assumes full control and sole responsibility as between Permittee and City for the activities of Permittee, its personnel, employees, and persons acting on behalf of or under the authority of the Permittee anywhere on the Airport. Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on and access to the Kenai Municipal Airport and its exercise of the privileges granted in this Permit.

11. Indemnity, Defend, and Hold Harmless Agreement. Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including any fees and/or costs reasonably incurred by the City's staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Permittee in connection with or arising from or out of Permittee's activities on or use of the Premises, Permittee's access to the Kenai Municipal Airport, and/or Permittee's

exercise of the privileges granted in this Permit. This shall be a continuing obligation and shall remain in effect after termination of this Permit.

12. Hazardous Substances and Materials. Permittee shall conform and be subject to the requirements of 14 CFR § 139.321 regarding the handling and storage of hazardous substances and materials.

13. No Discrimination. Permittee shall not discriminate against any person because of the person's race, creed, color national origin, sex, age, or handicap. Permittee recognizes the right of City to take any action necessary to enforce this requirement of the Permit. Permittee will furnish services provided under this Permit on a reasonable, and not unjustly discriminatory, basis to all users of the Airport and shall charge reasonable, and not unjustly discriminatory, prices for each product or service provided at the Airport.

14. Licenses and Permits. Permittee shall obtain and maintain all required federal, state, and local licenses, certificates, and other documents required for its operations under the Permit. Permittee shall provide proof of compliance to City upon request by the City.

15. Compliance with Law/Grant Assurances. This Permit, and Permittee's activities conducted under this Permit, is subject to all executive orders, policies and operational guidelines and all applicable requirements of federal, state, and City statutes, ordinances, and regulations in effect during the term of this Permit. Further, Permittee shall comply with all applicable requirements imposed on the Airport by federal law to ensure that the Airport's eligibility for federal money or for participation in federal aviation programs is not jeopardized. This Permit is subordinate to the City's grant assurances and federal obligations.

16. No Exclusivity. The privileges granted under this Permit are not exclusive to Permittee. City has the right to grant to others any right or privilege on the Airport.

17. Assignment. The privileges granted under this Permit are personal to Permittee and may not be assigned by Permittee.

18. No Joint Venture. City shall not be construed or held to be a partner or joint venturer of Permittee in the conduct of its business or activities on the Premises or elsewhere at the Kenai Municipal Airport.

19. No Waiver. Failure to insist upon a strict compliance with the terms, conditions, and requirements herein contained, or referred to, shall not constitute or be construed as a waiver or relinquishment of the right to exercise such terms, conditions, or requirements.

20. Personality. Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination of this Permit and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25.00 per day. The City of Kenai is not responsible for any damage to or theft of any personality of Permittee or of its customers.

21. Termination; Default. This Permit may be terminated by either party hereto by giving thirty (30) days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than thirty (30) days, to protect public health and safety or due to a failure of Permittee to comply with condition or term of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

22. Landing Fees; Fee Schedule. Timely payment of landing fees and other required Airport fees is a condition of this Permit and, as such, failure to timely pay landing and other airport fees is grounds for termination. Without limiting the foregoing, Permittee shall pay landing fees for aircraft landings as set out in the City's comprehensive schedule of rates, charges and fees. Permittee shall make payment within thirty (30) days following the end of each month and without demand or invoicing from City. Permittee shall also provide Airport Administration with monthly certified gross take-off weight reports within ten (10) days following the end of each month for landings for the preceding month. Airport landing fees shall be paid at the Airport Administration Building, 305 North Willow Street, Suite 200, Kenai, AK 99611.

23. Impoundment. At the discretion of the Airport Manager, City may impound any aircraft parked on the Premises after termination of this Permit. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience or damage that may result from such movement will be at the risk of Permittee. An impoundment fee plus a towage fee shall be charged on each aircraft impounded. In addition, a daily storage fee shall be charged for each day the aircraft remains impounded. Any impounded aircraft that is not redeemed within ninety (90) days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three (3) consecutive weeks not more than thirty (30) days nor less than seven (7) days before the time of the auction.

24. Definitions. As used in this Permit, “Permittee” means Empire Airlines, Inc. and where the context reasonably indicates, its officers, agents, and employees. “Airport” means the Kenai Municipal Airport.

DRAFT

EMPIRE AIRLINES, INC.

By: _____ Date _____
Randy Lanfell
Director of Flight Operations

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, the foregoing instrument was acknowledged before me by Terry Eubank, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, the foregoing instrument was acknowledged before me by Randy Lanfell, Director of Flight Operations, Empire Airlines, Inc., on behalf of the State of Alaska.

Notary Public for Alaska
My Commission Expires: _____

Approved as to Form:

Scott Bloom
City Attorney



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: May 26, 2025

SUBJECT: **Action/Approval** - First Amendment to Agreement for ATM Services with Tyler Distributing Company, Inc. at the Kenai Municipal Airport Terminal.

On July 1, 2024, the City of Kenai entered into an Agreement for ATM Services with Tyler Distributing Company for a period of one year with the option to extend for four successive one-year terms by mutual consent of the City and contractor.

The contractor requests to renew under the same terms and conditions. The term will begin on July 1, 2025 and end on June 30, 2026. The administration recommends extension of the agreement.

Airport Commission reviewed the request at the May 8, 2025 Commission meeting and recommends Council approval.

Thank you for your consideration.

Attachments- 1st Amendment, Agreement

**FIRST EXTENSION TO AGREEMENT FOR AN AUTOMATIC TELLER MACHINE IN
THE AIRPORT TERMINAL**

The Automatic Teller Machine (ATM) Concession Agreement made the 1st day of July 2024 for one-year, by and between the CITY OF KENAI, hereinafter called "Owner", whose address is 210 Fidalgo Avenue, Kenai, AK 99611-7794, and, Tyler Distributing Company, Inc, whose mailing address is _____, hereinafter called "Contractor," is hereby amended as follows:

1). Pursuant to Article II of the Agreement, the term of the Agreement is extended for one year, beginning on July 1, 2025 and ending on June 30, 2026.

2). All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

DATED this _____ day of May 2025.

CITY OF KENAI:

CONCESSIONAIRE:

By: _____
Terry Eubank, City Manager

By: _____
Michael Metteer, President

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of May, 2025,
by Terry Eubank, City Manager for the City of Kenai.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of May, 2025, by Michael Metteer, Tyler Distributing Company, Inc., an Alaskan corporation on behalf of the corporation.

Notary Public for Alaska
My Commission Expires: _____

Approved as for form: _____
Scott Bloom, City Attorney

CITY OF KENAI
KENAI MUNICIPAL AIRPORT
AUTOMATIC TELLER MACHINE
CONCESSION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, between the City of Kenai, (City) whose address is 210 Fidalgo, Kenai, AK 99611, and Tyler Distributing Company, Inc. (Concessionaire) whose address is [REDACTED]

In consideration of the rights and obligations under this agreement, the parties agree as follows:

INTRODUCTION

- A. The City owns and operates the Kenai Municipal Airport, located in Kenai, Alaska.
- B. In connection with the Kenai Municipal Airport, the City owns the terminal buildings and adjacent areas.
- C. The Concessionaire desires to operate an Automatic Teller Machine (ATM) concession business in the terminal.

ARTICLE I
DEFINITIONS

The following definitions apply for this agreement:

- A. Agreement: This Concession Agreement, together with the exhibits and all future amendments or supplements executed by the parties to this agreement.
- B. Airport: The real property and facilities of the Kenai Municipal Airport, Kenai, Alaska, as they exist on the execution date of this agreement, together with any future changes. Exhibit "A," sheet 1 of 1, shows the Terminal facility.
- C. Gross Receipts: The total amount of money or the value of other consideration received from performing the services provided by the Concessionaire.
- D. Premises: The location approved by the City for the placement of ATM is shown on Exhibit A.

ARTICLE II

TERM

A. The term of this Agreement is 1-year, beginning on July 1, 2024, and end on June 30, 2025.

B. Extension. This agreement may be extended for four successive one-year terms by mutual written consent of Concessionaire and City.

C. If the Concessionaire holds over and remains in possess of the Premises after this Agreement expires, the holding over will not operate as an extension of the term of this Agreement, but only creates a day-to-day tenancy, regardless of any concession payments accepted by the City. The Concessionaire's obligation for performance under this Agreement will continue during the holdover tenancy. Either party may terminate the holdover at any time by giving the other party at least 24 hours prior written notice. When this Agreement terminates, if the Concessionaire holds over, the Concessionaire will pay the then-current ATM rate.

ARTICLE III

PREMISES

A. The City provides to the Concessionaire and the Concessionaire accepts from the City, the following described property, (Premises), within the City's Airport Terminal, located at the Kenai Municipal Airport:

Approximately 10 square feet of designated space in the Terminal against the wall.

B. The Concessionaire accepts the Premises in an as-is condition. The City makes no specific warranties, expressed or implied, concerning the Premises' title, access, condition, or suitability for any use, including those uses authorized by this Agreement. The Concessionaire accepts the Premises subject to any covenant, term, or condition affecting the City's title to the Premises.

ARTICLE IV

RIGHTS GRANTED

Subject to the obligations under this agreement, the City grants the Concessionaire the authority to exercise the following:

A. Non-Exclusive Rights

1. The non-exclusive right and obligation to operate ATM machines in the terminal. The ATM machine will be free standing.

2. The non-exclusive right to occupy the premises for the purposes authorized under this agreement.

B. General Rights

1. The right to ingress, egress, and occupy the premises by the Concessionaire, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees, subject to the security rules of the airport.

C. Reservations and Prohibitions

1. The City reserves the right to require the Concessionaire to add, delete, or relocate any ATM to best serve the interest of the public or the City.

2. The City reserves the right to grant others any right or privilege specifically granted the Concessionaire. The rights and privileges granted the Concessionaire under this agreement is the only rights and privileges granted the Concessionaire. The Concessionaire has no easements, rights, or privileges, express or implied, other than those specifically granted under this agreement.

3. The Concessionaire will not sell any service or product unless described in this agreement without the advance written approval of the City. If a question or dispute arises concerning the sale of any service or product, the Concessionaire may submit a written request to the City asking for a review and decision. The City will deliver a written decision to the Concessionaire and the decision of the City is final.

**ARTICLE V
FEES AND PAYMENTS**

A. Concession Fee: For the rights and privileges granted under this agreement, the Concessionaire will pay the City the following Concession Fee:

Concessionaire agrees to pay **15 % of Gross Receipts** to the City on a quarterly basis for the privilege of conducting the business authorized herein, plus any applicable tax.

B. Payments to the City:

1. Concessionaire shall provide a Certified Gross Receipts Report for each month of the preceding quarter for audit purposes. Concessionaire will pay the percentage payment within 10 days following each quarter of service. Such payment

will be made for the previous calendar quarter by October 10th, January 10th, April 10th, and July 10th of each calendar year.

The Concessionaire will make payments payable to the City of Kenai, 210 Fidalgo Avenue, Kenai, Alaska, 99611, in United States of America currency either by check, cash, bank draft, or money order. The Concessionaire will submit payments free from any claim, demand, setoff, or counterclaim of any kind against the City.

On or before the 10th day, beginning October 2024, the City must receive a Certified Activity Report. The form shall reflect the Concessionaire's total gross receipts and the total fees due the City for the previous calendar month for each ATM machine. If any such certified statements are found to be incorrect statements of gross receipts for the month involved, any additional amount determined to be due the City shall be immediately paid to the City by the Concessionaire and any amount of overpayment by the Concessionaire shall be credited against the next monthly payment due to the City under this agreement.

Fees are due on or before the 10th for the preceding quarter and delinquent after the due date. Time is of the essence in meeting these requirements and the City will impose interest at the rate of eight percent (8%) per annum and ten percent (10%) penalties of any amount of money owed under this agreement which is not paid on or before the date it becomes due.

B. Fees Vest in the City: On completion of each ATM transaction authorized under this agreement, whether for cash or credit, the fees due the City immediately vest in and become the property of the City. The Concessionaire is responsible for these fees until delivered to the City.

D. Unpaid Fees: Any rent, charge, fee, or other consideration due but unpaid at the expiration, voluntary or involuntary termination, or cancellation of this agreement is a charge against the Concessionaire and its real or personal property. The City has any lien rights allowed by law. Either the City or its authorized agent may provide enforcement.

ARTICLE VI

OPERATION OF CONCESSION SERVICES

The Concessionaire's operation under this agreement is a service to the general public, airline passengers, and other users of the airport. The Concessionaire acknowledges that the ability of the City to effectively operate the airport and promote tourism to the State of Alaska depends, in part, on the Concessionaire's equipment and service. Accordingly, the Concessionaire will conduct its operation in a first-class, businesslike, efficient, courteous, accommodating manner, and will comply with the following:

- A. Business Development: The Concessionaire will take all reasonable measures to maintain, develop, and increase its business in the terminals.
- B. Orderly Operation: The Concessionaire will conduct all business in an orderly and peaceful manner without interfering with other tenants, users, or occupants of the airport.
- C. Equipment and Service Requirements: The City desires to provide the general public, airline passengers, and other users of the terminal with ATM machines of the highest quality.
- D. Reasonable Pricing: The Concessionaire will furnish the service authorized under this agreement to its customers on a fair and nondiscriminatory basis and at fair, reasonable, and nondiscriminatory prices. Any transaction fees charged to ATM customers shall be no higher than the highest fee charged for similar services at any other ATMs within the City of Kenai.
- E. Hours of Operation: The Concessionaire will provide ATM machines on a continuous basis to serve the needs of the general public, airline passengers, and other users of the airport.

This section will not apply to any period when the Concessionaire is unable to operate its business because of an act or directive of the City or other higher authority, or as a direct result of a natural disaster that affects the tenantability of the terminal or the premises, or as a result of a closure of the airport to all commercial passenger aircraft.

Except in an emergency, the Concessionaire will obtain written approval from the City before closing the business for repair, maintenance, construction, or other reason.

- F. Closure Damages: With 24 hour notice the City may require the Concessionaire to promptly remove (within 48 hours) any ATM machine which is determined by the City to not be operational for three consecutive days. The City may then offer the location to another ATM provider.

- G. Foreign Currency: Currency offered to the public through the ATMs authorized in this agreement shall be U.S. currency.

- H. Maintenance: The Concessionaire will keep the ATM machines in good repair, appearance, and in a safe condition at all times at its own expense. The Concessionaire will repair or replace ATM machines as their conditions may require. The Concessionaire will not delay any action the City determines necessary for safety or to maintain the ATMs in good repair and appearance.

The Concessionaire will pay for any extraordinary power or cleaning services caused by the Concessionaire which, in the City's determination, is beyond the scope of normal services provided by the City. The Concessionaire is responsible for the cost and

installation of any electrical conduit or wiring beyond that is available on the premises as of July 1, 2024.

If the Concessionaire causes damage to the City or an airport tenant due to inadequate maintenance by the Concessionaire of any of its equipment, fixtures, or systems, the Concessionaire will repair the damage at its own expense. If the Concessionaire does not repair the damage, the City will repair the damage and bill the Concessionaire for the City's costs. The Concessionaire will pay the City within 30 days of the billing date.

I. Signs: The Concessionaire will not install any sign, emblem, or advertising on the airport, in the terminals, on the ATM machines, without the prior written approval of the City.

J. Smoking: Neither the Concessionaire nor its employees may smoke in the terminal except in designated smoking areas, if any.

K. Business Solicitation: The Concessionaire will only solicit and conduct business on the premises authorized under this agreement.

L. Security Program: The Concessionaire will comply with all applicable responsibilities of the airport security program, the airport certification manual, and the airport emergency program required by the Code of Federal Regulations (CFR) Part 139.

ARTICLE VII

AUDITS, REPORTS, BOOKS, AND RECORDS

A. Maintenance of Books and Records: To provide a satisfactory basis for confirming the accuracy of the Concessionaire's certified activity reports, the Concessionaire will establish and maintain books and records concerning the business authorized under this agreement in accordance with generally accepted accounting principles. The Concessionaire's books and records must, in the determination of the City, enable the Concessionaire to accurately report, and the City to easily check, payments due the City under this agreement.

B. Audit: The Concessionaire will permit the City to inspect, copy, and audit the Concessionaire's books, records, and supporting data at the City's request during regular business hours. The City may either transport the necessary books and records to a location on the airport for inspection, copying, or audit, or perform the audit at the location where the Concessionaire maintains the records.

C. Concession Underpayments: If any City inspection or audit of the Concessionaire's books and records discloses a Concessionaire underpayment, the Concessionaire will pay the difference within 30 days of the billing date plus interest from the original due date.

C. Public Information: All books, figures, records, reports, statements, or similar items the Concessionaire submits to the City are public records and available for public inspection.

ARTICLE VIII CONSTRUCTION

A. General Construction Requirements: The Concessionaire will obtain the written approval of the City in the form of a City Building Permit that includes all applicable attachments and detailed drawings of the proposed construction before beginning any alteration, construction, or improvement of the premises.

ARTICLE IX ADDITION, REDUCTION, OR RELOCATION OF CONCESSION SPACE

A. ATM Locations: The Concessionaire will submit a written request to the City to add, delete, or relocate any ATM. The City will approve or disapprove in writing. The City will base any approval or disapproval on reasonable and justifiable grounds.

The City will not change the monthly concession fee if the Concessionaire adds, deletes, or relocates any ATM during the term of this agreement.

ARTICLE X CITY DIRECTED RELOCATION

The Concessionaire acknowledges that the City may require the relocation of the premises, in whole or in part, if the City determines that relocation is necessary to meet the needs of the traveling public or the City.

Any relocation under this article will be solely at the Concessionaire's expense. The City is not responsible for any financial loss the Concessionaire may incur because of relocation under this article.

ARTICLE XI CITY'S RIGHTS OF ACCESS AND INSPECTION

A. Inspection: The City may at all reasonable times enter and inspect the premises or observe the Concessionaire's performance of its obligations under this agreement, or take any action that the City is obligated to take under this agreement, or otherwise.

The Concessionaire will neither claim nor the City allow any abatement of fees if the City exercises this right. Except for an emergency, the City will take all reasonable steps to minimize interference with the Concessionaire's activity on the premises.

B. The City reserves the right to enter the premises to repair, replace, alter, install, or maintain any mechanical, electrical, plumbing, heating, cooling, ventilation, fire protection, telecommunication, or other system necessary to the proper functioning of the terminal without liability to the Concessionaire for any damage to the premises. As a result of any entry under this section, the City is only liable for its own negligence and for returning the premises to their former condition using standard materials. Any City repair, replacement, alteration, installation, or maintenance will not unreasonably interfere with the Concessionaire's use of the premises. Nothing in this section in any way relieves the Concessionaire of any obligation to maintain its lease space and improvements.

ARTICLE XII CITY SERVICES

A. City Services: The City will perform the following:

1. Maintain the structure of the terminals, the roof, and exterior walls.
2. Provide standard terminal lighting and replacement bulbs only for those fixtures; space heating and cooling; electricity; and air ventilation.
3. Wash all exterior terminal windows as well as clean and maintain the public areas in the terminals.
4. Maintain the terminals' electrical, public address, plumbing, and heating systems in good condition and repair. However, the City may refuse to maintain any system installed by the Concessionaire and may charge the Concessionaire for any repair resulting from the Concessionaire's negligence. The Concessionaire will pay the City within 30 days of the billing date for any such repair charge.

B. Hold Harmless: The Concessionaire will waive any claim and hold the City harmless for damages arising out of or resulting from any failure or interruption of utility services furnished by the City including, but not limited to, stoppage in electrical energy, space heating, or the failure or interruption of any public or passenger convenience.

ARTICLE XIII LAWS AND TAXES

This agreement is subject to all regulations, including those relating to leasing facilities and granting privileges at the Kenai Municipal Airport.

A. **Laws:** At no expense to the City, the Concessionaire will comply with all federal, State of Alaska, and local laws, ordinances, regulations, and airport rules, that are either now, or in the future, in force that may apply to the business authorized under this agreement, or to the use, care, operation, maintenance, and protection of the airport, including matters of health, safety, sanitation, and pollution. The City is neither liable to the Concessionaire for any diminution or deprivation of the Concessionaire's rights due to the exercise of any authority, nor is the Concessionaire entitled to terminate the whole or any portion of this agreement by reason of the City's exercise of any authority.

B. **Taxes:** The Concessionaire will obtain all necessary licenses and permits, pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance.

C. **Disputes:** In any dispute between the parties, the laws of the State of Alaska will govern. If any such dispute results in a lawsuit, the parties will bring the lawsuit before the courts of the State of Alaska.

D. **Claims:** The Concessionaire will notify the City of any claim, demand, or lawsuit arising out of the Concessionaire's rights granted or the operations authorized under this agreement. At the City's request, the Concessionaire will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit that affects the rights granted the Concessionaire under this agreement.

ARTICLE XIV INSURANCE AND INDEMNIFICATION

The following is the City's indemnification and insurance requirements:

(a) All concession agreements shall include a provision requiring the concessionaire to indemnify the City from claims related to the concession and the concessionaire.

(b) Except as provided in (c) of this section, all concession agreements shall require the concessionaire to provide insurance coverage of the following types and minimum coverage limits. If a concessionaire's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits.

(1) **Commercial General Liability**, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must name the City as an additional insured.

(2) **Commercial Automobile Coverage** with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the concessionaire uses on the Airport.

(3) **Workers Compensation Insurance.** For all the concessionaire's employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.

(c) The City Manager may, with the counsel of the City Attorney, waive or reduce the insurance requirements under (b) of this section for a concession granted for strictly non-commercial, individual use purposes.

(d) The concessionaire will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this section must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.

(e) A concession shall include a provision allowing the City, at intervals of not less than five (5) years from the beginning date of the term of the concession and upon written notice to lessee, revise the insurance requirements required under the concession agreement. The determination to revise the insurance requirements will be made by the City Manager with the counsel of the City Attorney and shall be based on the risks relative to the lessee's operations, any insurance guidelines adopted by the City, and any change in applicable law.

(g) All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.

ARTICLE XV CANCELLATION BY CITY

A. Breach of Agreement

The City may cancel this agreement and recover possession of the premises by giving the Concessionaire 30 days advance written notice if any of the following events occur, unless the breach is cured within the 30 days:

1. The Concessionaire does not pay any rent, fee, penalty, or other charge when due under this agreement.
2. A check for any payment is returned for insufficient funds.
3. The Concessionaire uses the premises for purposes not authorized under this agreement.
4. A petition in bankruptcy is filed by or against the Concessionaire.
5. A court enters a judgment of insolvency against the Concessionaire.

6. A trustee or receiver is appointed for the Concessionaire's assets in a proceeding brought by or against the Concessionaire.
7. A lien is filed against the premises because of any act or omission of the Concessionaire and the lien is not removed, enjoined, or a bond of satisfaction of the lien is not posted within 60 days.
8. The Concessionaire does not operate the business authorized under this agreement on a continuous basis without the City's advance written approval.
9. The cessation or deterioration of any service that, in the City's determination, materially and adversely affects the service the Concessionaire is required to perform under this agreement.
10. The Concessionaire does not perform any provision or covenant under this agreement.

A cancellation notice issued by the City under this article is stayed if, within the 30-day notice period, the Concessionaire begins and continues expeditious action to cure the breach in the case of a breach, which is not reasonably curable within 30 days. The determination of "expeditious action" and "not reasonably curable" is in the City's sole discretion.

The Concessionaire will not construe any waiver by the City of any default on the part of the Concessionaire in the performance of any provision, covenant, or condition to be performed, kept, or observed by the Concessionaire as a waiver by the City at any time thereafter of any other default or subsequent default in performance of any provision, covenant, or condition of this agreement. After a City waiver of default in one or more instances, the City is not required to provide notice to the Concessionaire to restore or revive that time is of the essence under this agreement. The waiver of any right or obligation under this agreement is not effective nor binding on the Concessionaire unless it is in writing and signed on behalf of the City.

B. Additional Rights of the City: On termination or cancellation of this agreement or on reentry, the City may regain or resume possession of the premises, may occupy the premises, and may permit any person, firm, or corporation to enter on and use the premises. The City may also repair or make any structural or other change in the premises that are necessary, in the City's sole determination, to maintain the suitability of the premises for uses similar to those granted under this agreement without affecting, altering, or diminishing the obligations of the Concessionaire under this agreement. The City will charge the Concessionaire the cost of these repairs and the Concessionaire will pay these charges within 30 days of the billing date.

C. Ownership of Equipment and Improvements: If the City cancels this agreement due to a Concessionaire default, all of the Concessionaire's title and interest in furnishings, fixtures, equipment, and improvements installed in or adjacent to the terminal under this agreement vest in the City. The City may dispose of these items as it sees fit. The Concessionaire will reimburse the City within 60 days of the billing date for any cost the City incurs in removing and disposing of these items.

D. Survival of Concessionaire's Obligations: If the City cancels or terminates this agreement, all of the Concessionaire's obligations under this agreement will survive in full force for the entire period of this agreement. Subject to the City's obligation to mitigate damages, the fees and charges become due and payable to the City to the same extent, at the same time, and in the same manner as if no termination or cancellation had occurred. The City may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

E. Surrender of Possession: The Concessionaire will yield possession of the premises to the City on the date of the termination, cancellation, or normal expiration of this agreement promptly, peaceably, quietly, and in as good order and condition as the same now or later improved by the Concessionaire or the City, reasonable use and wear-and-tear accepted.

The City will allow the Concessionaire a maximum of five calendar days after the effective date of the expiration of this agreement to remove all of its personal property, equipment, furniture, and fixtures from the premises. The Concessionaire acknowledges that as part of the consideration for this agreement, all property remaining on the premises after these five calendar days becomes the sole property of the City. The City may remove, modify, sell, or destroy the property as it sees fit. The Concessionaire will pay the City within 30 days of the billing date for any cost the City incurs in property removal and disposal.

ARTICLE XVI

CANCELLATION BY CONCESSIONAIRE

The Concessionaire may cancel this agreement by giving the City 30 days advance written notice if any of the following events occur:

A. Abandonment: The permanent abandonment of the airport by all passenger airlines or the removal of all passenger airline service from the airport for a period of at least 90 consecutive days.

B. Assumption: The lawful assumption by the United States government or its authorized agent, of the operation, control, or use of the airport, or any substantial part of the airport, that restricts the Concessionaire from operating its business under this agreement for a period of at least 90 consecutive days.

C. Injunction: A court of competent jurisdiction issues an injunction that prevents or restrains the use of the airport by all airlines provided the injunction remains in force for at least 90 consecutive days.

ARTICLE XVII

SUBSEQUENT CONTRACT

A. Subsequent Contract Award: The Concessionaire acknowledges that on the expiration, cancellation, or termination of this agreement, the City may award any subsequent ATM contract by any legal means then available to the City.

B. Transition Schedule at Normal Expiration: The Concessionaire understands that it is neither practical nor possible for the City to predict the exact transition schedule and procedure to best serve the needs of the traveling public and the City at the normal expiration of this agreement.

The City will provide the Concessionaire a written notice of the transition plan determined by the City to best serve the needs of the traveling public and the City at least 30 days before turning the business over to a succeeding Concessionaire.

The Concessionaire will diligently execute the transition plan determined by the City, abide by its time schedule, and cooperate with the City and the succeeding concessionaire in carrying out the transition plan. In any dispute between the Concessionaire and the succeeding concessionaire during the transition period, the Concessionaire will abide by the decision of the City.

At the normal expiration of this agreement, the Concessionaire will either remove its furniture, fixtures, equipment, and improvements or sell them to the succeeding Concessionaire. If the Concessionaire neither sells nor removes these items within five calendar days after expiration, the City may remove, sell, modify, or destroy these items as it sees fit. The Concessionaire will reimburse the City for any cost the City incurs in removal and disposal within 30 days after the billing date.

ARTICLE XVIII

ASSIGNMENT OR SUBCONTRACT

A. Prohibition: The Concessionaire will not mortgage, hypothecate, nor otherwise encumber or assign the concession rights created under this agreement, in whole or in part, without the advance written consent of the City.

Any attempted assignment, mortgage, hypothecation, or encumbrance of the concession rights, or other violation of this article is void and will confer no right, title, or interest neither in nor to this agreement, on any assignee, mortgagee, encumbrancer, pledgee, lienholder, subtenant, successor, or purchaser.

B. Approval by City: The Concessionaire will submit three copies of any proposed assignment or subcontract to the City for advance written approval. Each copy must bear the original notarized signature of all parties. All covenants and provisions of this agreement extend to and bind the legal representatives, successors, and assignees of the parties.

C. Merger, Consolidation, or Reorganization: The City will not unreasonably withhold its consent to an assignment of this agreement by the Concessionaire to a corporation that results from a merger, consolidation, or reorganization of the Concessionaire to a corporation that purchases all or substantially all of the assets of the Concessionaire or to any corporation that controls or is controlled by or is under common control with the Concessionaire.

For purposes of this section, "control" of any corporation is deemed vested in the person or persons owning more than 50 percent of the voting power for the election of the board of directors of the corporation.

ARTICLE XIX

GENERAL COVENANTS

A. Execution by City: This agreement is not effective until signed by the City Manager of City of Kenai, or a designated representative.

B. Approval by City: The City will not unreasonably withhold any approval required under this agreement.

C. Notices: Any notice required under this agreement must be hand delivered, sent by registered or certified mail, or delivered by a reliable overnight delivery service to the appropriate party at the address set forth on page one of this agreement or to any other address that the parties subsequently designate in writing. All notice periods begin on the date the notice is mailed.

D. Modification: The Concessionaire acknowledges that the City may modify this agreement to meet the revised requirements of federal or State grants, to operate the airport, or to conform to the requirements of any revenue bond covenant to which the City of Kenai, and may do so without formal amendment. However, a modification may neither reduce the rights or privileges granted the Concessionaire under this agreement nor cause the Concessionaire financial loss.

E. Interrelationship of Provisions: All provisions of this agreement and the associated bid documents are essential parts of this agreement and are intended to be cooperative, to provide for the use of the premises, and to describe the respective rights and obligations of the parties to this agreement.

F. Validity of Parts: The remaining parts continue in full force if a court of competent jurisdiction declares any part of this agreement invalid.

G. Radio Interference: At the City's request, the Concessionaire will discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

H. Discrimination: The Concessionaire will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. The Concessionaire recognizes the right of the City to take any action necessary to enforce this covenant, including actions required by any federal or State law.

I. Affirmative Action: The Concessionaire will undertake any affirmative action program required by 14 CFR, Part 23, Subpart F, to insure that the Concessionaire will not exclude any person from participating in any employment activity on the grounds of race, creed, color, national origin, or sex. The Concessionaire will not exclude any person on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Concessionaire further understands that it will require its covered sub organizations to provide assurances to the City that they will also undertake affirmative action programs and require assurances from their sub organizations.

J. National Emergency: If the federal government declares a national emergency, the Concessionaire will not hold the City liable for the inability to perform any part of this agreement resulting from the national emergency.

K. No Waiver: If the City does not insist in any one or more instances on the strict performance by the Concessionaire of any provision or article under this agreement, it is not a waiver or relinquishment for the future, but the provision or article will continue in full force. A City waiver of any provision or article in this agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of the City.

L. Disasters: If in the determination of the City, fire, flood, earthquake or other casualty damages the airport so extensively as to render it untenable, either party may elect to terminate this agreement on 30 days written notice to the other party. If this agreement is terminated because of a disaster, the City will prorate the fees payable under this agreement up to the time the airport becomes untenable.

M. Condemnation: If any proper authority condemns the airport, this agreement ends on the date the Concessionaire is required to leave the premises. The City is entitled to all condemnation proceeds. However, the City will pay the Concessionaire the portion of proceeds attributable to the fair market value of any improvements placed on the premises by the Concessionaire.

N. Quiet Enjoyment: The City covenants that it has full, unencumbered title to the airport; that it has the right and lawful authority to execute this agreement; and that the Concessionaire will have, hold, and enjoy peaceful and uninterrupted use of the premises.

O. Bid Documents: The Invitation for Bids, the Instructions to Bidders, the Bid Questionnaire, the Bidder's Affidavit, the Bid Submittal form, any addenda, and the required bid deposit are part of this agreement, and each party will fully perform all provisions of these documents.

P. Entire Agreement: This agreement, including any amendment, constitutes the entire agreement between the parties. No modification or amendment of this agreement is effective unless in writing and signed by both parties, except as stipulated in section D. of this article.

Q. Time: Time is of the essence in the performance of all rights and obligations of the parties to this agreement.

R. Laws: The Concessionaire shall ensure that all requirements of the City, State and Federal laws and regulations adopted by the City, State, Federal or any governmental legal authority and the rules and regulations promulgated by the City as same may be amended from time to time, are fully complied with at all times.

WITNESS WHEREOF, the parties have set their hands and day and year as stated in the acknowledgments below:

CITY OF KENAI:

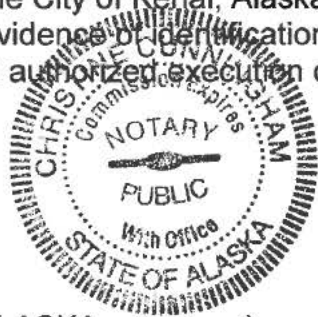
By: 
Terry Eubank – City Manager

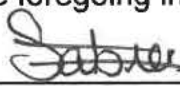
CONCESSIONAIRE:

By: 
Michael Metteer – President

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

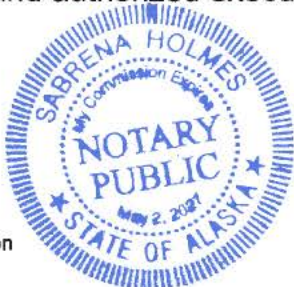
THIS IS TO CERTIFY that on this 13 day of AUGUST, 2024, Terry Eubank, City Manager of the City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of the City.

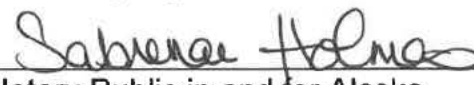



Notary Public for Alaska
My Commission Expires: 12/31/2024

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5 day of July, 2024, Michael Metteer, Concessionaire, of the ATM, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument.




Notary Public in and for Alaska
My Commission Expires: May 2, 2027

ATM Concession

7/1/2024



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3476-2025**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND - FIRE DEPARTMENT PERSONNEL BUDGET FOR FISCAL YEAR 2025 FOR UNANTICIPATED OVERTIME COSTS RESULTING FROM VACANCIES AND RETIREMENTS.

WHEREAS, the Kenai Fire Department has experienced multiple vacancies during Fiscal Year 2025, impacting regular personnel coverage, and the loss of one firefighter to light duty after necessary surgery to address an injury; and,

WHEREAS, in order to maintain emergency response capacity and ensure public safety, existing staff have been required to work additional hours, resulting in overtime expenditures exceeding the original personnel budget; and,

WHEREAS, the overtime expenditures are necessary and were not anticipated at the time of budget adoption; and,

WHEREAS, it is in the best interest of the City to amend the Fire Department's personnel budget to reflect these operational realities and ensure continued delivery of essential emergency services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. That estimated revenues and appropriations in the General Fund – Fire Department are hereby increased as follows:

General Fund:

Increase Estimated Revenues:

General Fund, Fund Balance Appropriation	<u>\$85,000.00</u>
--	--------------------

Increase Appropriations:

Fire - Overtime	<u>\$85,000.00</u>
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Section 2. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 3. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:

June 4, 2025

Enacted:

June 18, 2025

Effective:

June 18, 2025



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Jay Teague, Fire Chief

DATE: May 23, 2025

SUBJECT: **Ordinance No. 3476-2025** - Increasing Estimated Revenues And Appropriations In The General Fund – Fire Department Personnel Budget For Fiscal Year 2025 For Unanticipated Overtime Costs Resulting From Vacancies And Retirements.

The fire department has experienced the loss of 3 veteran members creating vacancies this fiscal year requiring leave payouts and overtime for shift coverage. A fourth firefighter needed shoulder surgery due to injury requiring shift coverage for a fourth position.

I have consulted with the finance director to identify shortfalls in personnel funding and outlined expected needs for coverage through June, 2025. I am respectfully requesting ordinance acceptance and appropriation of funds to sustain emergency operations for remainder of fiscal year.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3477-2025**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND - POLICE DEPARTMENT AND ACCEPTING GRANTS FROM THE UNITED STATES DEPARTMENT OF JUSTICE AND ALASKA MUNICIPAL LEAGUE JOINT INSURANCE ASSOCIATION FOR THE PURCHASE OF A BALLISTIC VEST.

WHEREAS, the Kenai Police Department participates in a Ballistic Vest Partnership grant program through the Department of Justice, which covers up to 50% of the cost of ballistic vests purchased for officers. In this program, there were \$667.14 in remaining grant funds available for the Kenai Police Department during this grant period; and,

WHEREAS, the City's current insurance company, Alaska Municipal League Joint Insurance, also has a ballistic vest reimbursement program, which covers 50% of the cost of ballistic vests purchased for officers; and,

WHEREAS, the cost of the ballistic vest purchased in April of 2025 was \$1,413 and the two programs together will cover about 97% of the cost of this ballistic vest.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. That the City Manager is authorized to accept and expend United States Department of Justice and AMLJIA grant funds in the amount of \$1,373.64 for the purchase of one ballistic vest.

Section 2. That estimated revenues and appropriations be increased as follows:

General Fund:

Increase Estimated Revenues -	
Federal Grants – Police	\$ 667.14
Miscellaneous Grants	<u>706.50</u>
	<u>\$1,373.64</u>
 Increase Expenditures –	
Police – Small Tools	<u>\$1,373.64</u>

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 4. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:	June 4, 2025
Enacted:	June 18, 2025
Effective:	June 18, 2025



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: May 23, 2025

SUBJECT: **Ordinance No. 3477-2025** - Increasing Estimated Revenues and Appropriations in the General Fund – Police Department and Accepting Grants from the United States Department of Justice and Alaska Municipal League Joint Insurance Association for the Purchase of a Ballistic Vest.

The Police Department participates in the United States Department of Justice' Ballistic Vest Partnership, which provides grant funds for up to half the cost of officer ballistic vests. In this case there were only \$667.14 available in the grant period for the City, rather than the full 50% (\$706.50). The City's insurance carrier, AMLJIA, also has a grant program by which they cover half the cost of ballistic vests purchased for officers.

In April the Police Department purchased a ballistic vest for an officer, at a total cost of \$1,413. and anticipates reimbursement of \$1,373.64 by the two programs.

I am respectfully requesting consideration of the ordinance accepting and appropriating the grant funds for the purpose they were intended.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3478-2025**

AN ORDINANCE ENACTING KENAI MUNICIPAL CODE SECTION 13.30.070 - TRAVEL THROUGH PRIVATE OR PUBLIC PROPERTY, AND INCORPORATING A FINE INTO KENAI MUNICIPAL CODE 13.10.015 - MINOR OFFENSE FINE SCHEDULE.

WHEREAS, the City of Kenai Police Department enforces street traffic regulations of Kenai Municipal Code (KMC) and the traffic laws of the State of Alaska; and,

WHEREAS, local drivers are utilizing private or public property for short cuts or to bypass traffic control devices such as traffic signals or stop signs creating a hazard for pedestrians; and,

WHEREAS, there are no current provisions in State statutes or KMC regulating the operation of a motorized vehicle leaving a public right of way and traversing public or private property to access another public right of way; and,

WHEREAS, the City's fine schedule contained in KMC 13.10.015 provides the specific fine amount for each incorporated traffic offense; and,

WHEREAS, the City promotes the peace, health, safety, and welfare of the public through the regulation of nuisances and traffic offenses; and,

WHEREAS, enactment of a regulation prohibiting drivers from driving from one public right-of-way to another public right-of-way through a parking lot or private or public property, and associated \$75.00 fine for violators, will discourage the practice and improve public safety and is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. Enactment of Section 13.30.070 of Kenai Municipal Code: That Kenai Municipal Code, Section 13.30.070 – Travel Through Private or Public Property, is hereby enacted as follows:

13.30.070 Travel Through Private or Public Property.

(a) No driver of a motor vehicle may leave the roadway and drive through a parking lot or other private or public property for the purpose of accessing another public roadway.

Section 2. Amendment of Section of the Kenai Municipal Code: That Kenai Municipal Code, Section 13.10.015 – Minor offense fine schedule, is hereby amended as follows:

	CITE	RULE/OFFENSE	FINE	
		<u>PARKING AND TRAFFIC</u>		
48	KMC 13.10.060	Camping on private property.	50.00	

49	KMC 13.30.030	Street parking prohibitions.	50.00	
50	KMC 13.30.035	Paid parking.	100.00	
<u>51</u>	<u>KMC 13.30.070</u>	<u>Using a parking lot or other private or public property as a roadway</u>	<u>75.00</u>	
[51] <u>52</u>	KMC 18.35.010	Overnight camping.	50.00	
[52] <u>53</u>	AR 6.05.010 – 6.05.030	Parking at airport. (1st offense)	25.00	
[53] <u>54</u>	AR 6.05.010 – 6.05.030	Parking at airport. (2nd offense)	50.00	
		ABANDONED/JUNK VEHICLES/LITTERING		
[54] 55	KMC 12.20.010	Deposit of refuse (littering).	500.00	
[55] 56	KMC 12.20.010	No fish, fish carcasses, fish parts or offal may be deposited in dumpsters or receptacles unless marked specifically to allow for fish or fish parts.	150.00	
[56] 57	KMC 12.25.020	Abandonment of vehicle.	100.00	
[57] 58	KMC 12.25.030	Junk vehicle.	100.00	
		OFFENSES AGAINST PROPERTY		
[58] 59	KMC 13.20.030	Protection of North and South Shore—No physical damage.	150.00	
[59] 60	KMC 13.20.030	Protection of North and South Shore—Physical damage.	500.00	
[60] 61	KMC 13.20.035	Burning of pallets and other wood materials containing metal fasteners.	50.00	

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in

which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 4. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 4TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	June 4, 2025
Enacted:	June 18, 2025
Effective:	July 18, 2025

MEMORANDUM

TO: Council Members

FROM: Terry Eubank, City Manager

DATE: May 22, 2025

SUBJECT: **Ordinance No. 3478-2025** – Enacting Kenai Municipal Code Section 13.30.70 - Travel Through Private or Public Property and Incorporating Fine into Kenai Municipal Code 13.10.015 - Minor Offense Fine Schedule.

The City of Kenai Police Department is responsible for enforcing the traffic regulations of State of Alaska statutes and Kenai Municipal Code (KMC). There are no current provisions in Alaska statutes or Kenai Municipal Code (KMC) regulating the operation of a motorized vehicle leaving a public right of way and traversing public or private property to access another public right of way.

The issue has become particularly visible at the Kenai Visitor and Cultural Center. The Kenai Chamber Director reported numerous vehicles—15 to 20 at a time—using the parking lot as a shortcut between Overland Street and the Kenai Spur Highway, often at high speeds. This creates safety concerns for pedestrians, visitors, and staff. In response, the Administration explored several deterrents.

A marked police vehicle was temporarily parked at the site, which reduced speeding but was not sustainable as a long-term enforcement measure. Temporary concrete barricades blocking the Spur Highway exit successfully stopped the cut-through traffic but prompted complaints about appearance, restricted RV access (an original design intent), and interference with a private easement. Directional signage marking the exit as “Right Turn Only” was installed; while somewhat helpful, it lacked enforceability and was often ignored. Speed bumps, previously installed to slow traffic, have deteriorated due to snow removal and are now scheduled for replacement at an estimated cost of \$15,000. The City is also considering a permanent reconfiguration of the Spur Highway entrance/exit, which would cost approximately \$45,000. While these previous efforts have provided temporary relief, none have fully resolved the issue or offer a sustainable solution on their own.

As a member of the Kenai Peninsula Borough’s Safe Streets for All Action Plan coalition, the City of Kenai is acutely aware of potential traffic safety issues throughout the City. Noting that there are other parking lots where this occurs, this Ordinance is proposed to discourage the behavior and reduce the possibility of a serious accident. If enacted, violators may be assessed a \$75.00 fine for its violation. Leaving a public roadway and using private or public property to access another public right of way creates potential conflict points for motorized vehicles and other road users, such as pedestrians on a sidewalk, or visitors walking across the parking lot to enter a building.

Thank you for your consideration.

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
MAY 14, 2025 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR TWAIT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on May 14, 2025, in City Hall Council Chambers, Kenai, AK. Chair Twait called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Twait led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Jeff Twait, Chair
Gwen Woodard
Stacie Krause

Jeanne Reveal
Sonja Earsley, Vice Chair
Diane Fikes

A quorum was present.

Absent:

Glenese Pettey

Also in attendance were:

Kevin Buettner, Planning Director
Deborah Sounart, City Council Liaison
Meghan Thibodeau, Deputy City Clerk

3. Approval of Agenda and Consent Agenda

Chair Twait noted the following additions to the Packet:

Add to Item E.1.

Resolution PZ2025-19

- Updated Page 1 of Staff Report

Add to Item F.1.

Resolution PZ2025-17

- Public Comment

MOTION:

Commissioner Woodard **MOVED** to approve the agenda and consent agenda. Vice Chair Earsley **SECONDED** the motion.

The items on the Consent Agenda were read into the record.

Chair Twait opened the floor for public comment on consent agenda items; there being no one wishing to be heard, the public comment period was closed.

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED.**

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

B. APPROVAL OF MINUTES

1. *Regular Meeting of April 23, 2025

Approved by the consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. CONSIDERATION OF PLATS

1. **Resolution No. PZ2025-19** – Recommending Approval of Preliminary Plat – Kenai Meadows Addition No. 2, a subdivision of Tract A and Lots 3 & 4, Kenai Meadows Addition No.1, in the Rural Residential (RR) Zoning District.

MOTION:

Commissioner Krause **MOVED** to approve Resolution PZ2025-19. Commissioner Woodard **SECONDED** the motion.

Planning Director Buettner provided an overview of the staff report as included in the packet and attached to Resolution No. PZ2025-19, and explained the purpose of the plat was to subdivide Tract A1, Kenai Meadows Addition No. 1 and replat Lots 3 & 4, Kenai Meadows Addition No. 1. It was noted that staff's recommendation is approval subject to the conditions specified within the staff report as attached to Resolution No. PZ2025-19.

MOTION TO AMEND:

Commissioner Reveal **MOVED** to approve Resolution PZ2025-19 with the following changes:

1. Add a new second Whereas that reads: "WHEREAS, the City of Kenai, signed a Quitclaim Deed on May 13, 2025, conveying Lot 3, Kenai Meadows Addition No. 1, to Kenai Peninsula Housing Initiative, Inc.; and,"
2. In the following Whereas, remove the words [AND LOT 3].

Commissioner Woodard **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend.

There being no objection; **SO ORDERED.**

Chair Twait opened the floor for public hearing; there being no one wishing to be heard, the public comment period was closed.

VOTE:

YEA: Krause, Reveal, Twait, Earsley, Fikes, Woodard

NAY: None

ABSENT: Pettey

MOTION PASSED WITHOUT OBJECTION.

F. PUBLIC HEARINGS

1. **Resolution No. PZ2025-17** – Granting a Conditional Use Permit to Develop and Operate an 82-Unit Indoor Heated Storage Facility on the Property Described as Lot 1 BLK 2 of Mommsens Sub Replat Addn No 1, Addn No 2, Located at 1001 Third Street, in the Urban Residential (RU) Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2025-17. Vice Chair Earsley **SECONDED** the motion.

Planning Director Buettner provided an overview of the staff report as included in the packet and attached to Resolution No. PZ2025-17; he noted that the application was for a Conditional Use Permit (CUP) to develop and operate an indoor heated mini-storage facility with approximately 82 units. Zoning and uses of surrounding properties were reviewed; it was noted that staff's recommendation is approval subject to the conditions specified within the staff report as attached to Resolution No. PZ2025-17.

Adam Tugan, applicant, noted that he was available for questions.

Chair Twait opened the floor for public hearing.

Michael Urciuoli, resident, spoke in opposition to the CUP. He expressed concerns that Third Street was not up to code and required maintenance prior to being used as an access for the proposed business; that homeless people may live in the units; and that this commercial facility does not belong in a residential area.

Gwen Urciuoli, resident, spoke in opposition to the CUP. She expressed concerns that this CUP would set a precedent for future commercial uses in the neighborhood; that it would have long-term zoning implications; that it would affect property values; that it would have bright lighting and security cameras; and that it could increase noise and crime in the neighborhood.

There being no one wishing to be heard, the public hearing period was closed.

In response to questions from the Commission, Mr. Tugan clarified that he also owns the adjacent lots which are intended for two fourplex buildings; that he intends to fence the entire property surrounding the proposed storage units; that there could be 24-hour access; that their current plans do not include water/sewer hookups; and that the site would be managed remotely, although these details had not been finalized.

Jeremie Bird, Mr. Tugan's business partner, further clarified that they intend to have 7:00 a.m. to 7:00 p.m. site access so there would not be 24-hour traffic; that they were not opposed to access on Redoubt Ave, and they will consider alternative lighting schematics to minimize disturbance to neighbors.

Concerns were expressed by the Commission regarding the condition and lack of maintenance on Third Street and whether Redoubt Ave may be a more appropriate access point; that large vehicle and trailer traffic would cause issues on Third Avenue; and that this commercial entity did not belong in the residential neighborhood.

Clarification was provided that the site access would be determined at the building permit stage when site and landscaping plans are finalized; that if the access point is on Third Street, the developer would be responsible for improving the street from Redoubt Avenue to the access point to meet City standards; that there would be one access point for entry and exit; that fire safety measures would be determined at a later date as part of the building review process; and that the City may pursue grant funding in the future to improve road conditions in this area.

MOTION TO AMEND:

Commissioner Woodard **MOVED** to amend Resolution PZ2025-17 to add a condition requiring a sight-obscuring fence along Third Street. Vice Chair Earsley **SECONDED** the motion.

Clarification was provided that there were provisions in code regarding standards for sight-obscuring fencing.

VOTE ON AMENDMENT:

YEA: Woodard, Earsley, Reveal, Krause, Fikes, Twait

NAY: None

ABSENT: Pettey

MOTION PASSED.

In response to questions from the Commission, Mr. Tugan and Mr. Bird provided details regarding the planned size and dimension of the proposed storage units; how the units would be accessed; and clarified that units would be self-servicing secured by gate access, fencing and cameras.

MOTION TO AMEND:

Vice Chair Earsley **MOVED** to amend Resolution PZ2025-17 to add a condition that site operational hours are restricted to 7:00 a.m. - 7:00 p.m. daily. Commissioner Woodard **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend.

There being no objection; **SO ORDERED.**

Concern was expressed over approving a CUP prior to the structure being built; clarification was provided that there was precedent for this.

In response to questions from the Commission, Mr. Tugan clarified that no study had been done to assess public need for more heated storage unit rentals in the area; however, he had observed there was a significant market demand for it.

VOTE ON MAIN MOTION AS AMENDED:

YEA: Reveal, Earsley, Twait

NAY: Fikes, Krause, Woodard

ABSENT: Pettey

MOTION FAILED.

Chair Twait noted the 15-day appeal period.

G. UNFINISHED BUSINESS

1. Discussion – Aspen Creek, 701 N. Forest Drive CUP

Director Buettner noted that he had not received any recent complaints; that it was now past the date when Aspen Creek had stated that construction would be complete, so he intended to visit the site and observe whether traffic had decreased.

H. NEW BUSINESS

1. *Action/Approval – Requesting Excused Absences for the April 23, 2025 Regular Meeting – Krause

Approved by the consent agenda.

I. REPORTS

1. Planning Director – Planning Director Buettner reported on the following:

- CUP work session prior to this meeting; noted that there would be future work sessions on this topic in the coming months.
- Beginning development on a citywide transportation plan; attended Walkability Action Institute in Anchorage.

2. Commission Chair – No report.
3. Kenai Peninsula Borough Planning – Commissioner Fikes reported on recent actions of the Kenai Peninsula Borough Planning Commission.
4. City Council Liaison – Council Member Sounart reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENT

Michael Urciuoli thanked the Commission; noted that it was Third Street not Third Avenue; and discussed spruce trees and road maintenance on Third Street.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: May 28, 2025

L. COMMISSION COMMENTS AND QUESTIONS

Commissioner Reveal noted that she attended the prior work session on CUPs.

Vice Chair Earsley noted that Parks & Recreation is having Planting Day event on May 31.

Commissioner Krause apologized for missing the prior work session.

Commissioner Fikes apologized for missing the prior work session; thanked public participants and the Commission for the good discussion and the public for their testimony.

M. PENDING ITEMS – None.

N. ADJOURNMENT

O. INFORMATIONAL ITEMS – None.

There being no further business before the Planning & Zoning Commission, the meeting was adjourned at 8:14 p.m.

I certify the above represents accurate minutes of the Planning & Zoning Commission meeting of March 14, 2025.


Michelle M. Saner, MMC, City Clerk

**KENAI BEAUTIFICATION COMMISSION – REGULAR MEETING
MAY 13, 2025 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR SARAH DOUTHIT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Beautification Commission was held on May 13, 2025, in the Kenai City Council Chambers, Kenai, AK. Chair Douthit called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Chair Douthit led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Sarah Douthit, Chair
Sonja Earsley
Brittney Hoffert

Emily Heale
Samantha Springer (*electronic participation*)

A quorum was present.

Absent:

Christina Warner, Vice Chair Terri Wilson

Also in attendance were:

Jenna Brown, Parks & Recreation Assistant Director
Phil Daniel, City Council Member

3. Election of Chair and Vice Chair

MOTION:

Commissioner Hoffert **MOVED** to re-appoint Sarah Douthit as Chair. Commissioner Heale **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

VOTE: There being no objection; **SO ORDERED.**

MOTION:

Commissioner Hoffert **MOVED** to appoint Sonja Earsley as Vice Chair. Commissioner Heale **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

VOTE: There being no objection; **SO ORDERED.**

4. Agenda Approval

MOTION:

Commissioner Heale **MOVED** to approve the agenda as presented. Commissioner Hoffert **SECONDED** the motion.

VOTE: There being no objection; **SO ORDERED.**

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

1. November 19, 2024 Regular Meeting Minutes
2. February 11, 2025 Regular Meeting Minutes
3. April 8, 2025 Regular Meeting Minutes

MOTION:

Vice Chair Earsley **MOVED** to approve the November 19, 2024, February 11, 2025, and April 8, 2025 Beautification Commission minutes. Commissioner Hoffert **SECONDED** the motion.

VOTE: There being no objection; **SO ORDERED.**

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

1. **Discussion/Recommendation** - Annual report of 2024 work plan goals

MOTION:

Commissioner Hoffert **MOVED** to recommend approval of the Beautification Commission Annual report of 2024 work plan goals. Vice Chair Earsley **SECONDED** the motion.

The report of information provided in the packet was reviewed.

UNANIMOUS CONSENT was requested on the motion.

VOTE: There being no objection; **SO ORDERED.**

2. **Discussion/Recommendation** - Workplan Goals for 2025

MOTION:

Vice Chair Earsley **MOVED** to recommend approval of the Beautification Commission Workplan Goals for 2025. Commissioner Hoffert **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

VOTE: There being no objection; **SO ORDERED.**

G. REPORTS

1. Parks & Recreation Director – Assistant Director Brown reported on the following:
 - Temporary summer staff positions have mostly been filled.
 - Parks staff summer maintenance including playground inspections, preparing fields.
 - Annual Easter Egg hunt in April; over 300 participants.
 - Parks Master Plan introduction input meeting on March 29; online survey for additional input.
 - Kite Festival and Planting Day events on May 31.
 - Pickup day on May 3; 27 participants.

[Clerk's Note: this report was provided earlier in the meeting under item F.1.]

2. Commission Chair – No report.

3. City Council Liaison – Council Member Daniel reported on the recent actions of the City Council.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – September 9, 2025

J. COMMISSION QUESTIONS AND COMMENTS

Chair Douthit noted that the August Tour needs to be scheduled; there was consensus that August 5, 2025 would work for the Commissioners.

Vice Chair Earsley expressed excitement for spring and the fishing season.

Commissioner Heale thanked the Parks & Recreation Department for their great work hosting the Easter Egg Hunt event; looking forward to the Kite Festival.

Commissioner Hoffert asked about Planting Day event; clarification was provided that it would be held on May 31 but Parks staff would be available starting May 27 to meet with volunteers at their chosen flower beds and plant with them.

Chair Douthit provided additional details about the Planting Day Event; expressed excitement for spring; toured the Parks & Recreation greenhouse; thanked Parks staff.

Commissioner Springer expressed excitement for summer.

K. ADJOURNMENT

L. INFORMATIONAL ITEMS

1. Park inventory

There being no further business before the Beautification Commission, the meeting was adjourned at 6:30 p.m.

I certify the above represents accurate minutes of the Beautification Commission meeting of May 13, 2025.

Meghan Thibodeau
Deputy City Clerk